

# LONDON BOROUGH OF HAMMERSMITH & FULHAM

**Report to:** Councillor Andrew Jones, Cabinet Member for the Economy

**Date:** 21/01/2026

**Subject:** Contract Award for Construction of the Avonmore Primary School scheme

**Report Author:** Will Noton, Head of Development

**Responsible Director:** Bram Kainth, Executive Director – Place

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## SUMMARY

This report seeks approval to appoint main contractor to design and build 91 new homes (of which 50% will be affordable) and a new 1 Form Entry Avonmore Primary School.

This report provides an overview of the requirement:

- the considerations which informed the procurement strategy agreed
  - the approach adopted in achieving the Most Economically Advantageous Tender (MEAT), and;
  - the post-procurement activities, including the outcome of the process.
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## RECOMMENDATIONS

1. Appendices 1, 2, 3, and 4 are not for publication on the basis that they contain information relating to the financial or business affairs of any particular person (including the authority holding that information) as set out in paragraph 3 of Schedule 12A of the Local Government Act 1972 (as amended).
  2. To approve a contract award to the Preferred Supplier, identified in Appendix 1 (Contract Award Details (the “Preferred Supplier”) for the Contract Award Value included in Appendix 1 (the “Contract Award Value”) for the construction of 91 new homes and the new replacement Avonmore Primary School , following Cabinet’s approval of the procurement strategy and Full Council approval of the capital budget report and associated approval of recommendations therein, in 3<sup>rd</sup> June 2024 and 26<sup>th</sup> February 2025 respectively.
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**Wards Affected:** Avonmore

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Our Values	Summary of how this report aligns to the <a href="#">H&amp;F Corporate Plan</a> and the H&F Values
Building shared prosperity	The scheme will deliver 45 affordable homes and a new replacement Avonmore Primary School. Providing

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	affordable homes is a vital element of sharing economic growth across the borough and it supports the council's Building Homes and Communities (Growth) Strategy approved by Cabinet in June 2019.
Creating a compassionate and inclusive council	The new 1FE primary school and homes to be delivered will be at the heart of the local community and re-provide a fit for purpose school to support the council's ambition to provide children the best start in life.
Doing things with local residents, not to them	The scheme has undergone extensive co-production with the community of the school, plus local residents in accordance with the value of 'doing things with residents, not to them'.
Being ruthlessly financially efficient	The procurement process for the principal construction contractor has been carried out competitively to ensure the MEAT and best value for money, as set out in the Procurement Strategy approved by Cabinet on 3 <sup>rd</sup> June 2024, and in line with the council's value of being ruthlessly financially efficient.
Taking pride in H&F	The design of the development, the new replacement Primary School and the high proportion of affordable housing will create a positive lasting impact in the local area. The ability of the Preferred Supplier to limit noise, dust and vibration on the site and manage the concerns of residents has formed part of the procurement evaluation process.
Rising to the challenge of the climate and ecological emergency	The Development will be delivered to Net Zero standards, and the new school will be delivered to Building Research Establishment Environmental Assessment Method (BREEAM) 'Excellent'. This includes highly sustainable homes and a new primary school that will achieve high levels of energy efficiency and are fossil-fuel free and so help create and sustain a low carbon community. The brief has been to meet the targets set out in the emerging Climate Strategy with the aim to achieve a significant reduction in operational carbon usage, thereby reducing the fuel bills of future residents.

## **Financial Impact**

The proposed contract will be funded from capital sources as part of the approved budget for Redevelopment of Avonmore Primary School and Building New Homes.

Further details relevant to the financial impact and/or undertaken to provide financial assurance are included in Appendix 2: Further Financial Assurance.

*Nana Boadu, Finance Manager (Strategic Capital), 20 January 2026*

*Verified by: James Newman, AD Finance, 20 January 2026*

## **Legal Implications**

This procurement process was managed and undertaken in accordance with the Public Contracts Regulations 2015 (UKSI 2015/102), as well as the requirements of the Council's Contract Standing Orders (CSOs).

The contract value is above the works threshold and so the Public Contracts Regulations 2015 apply. The Procurement Act was not applicable at the time of tender.

The contract was awarded following the single stage lump sum Joint Contracts Tribunal (JCT) standard form of building contract, on a design and build basis, via a two-step mini competition procurement route, using the Notting Hill Genesis Framework (the "NHG Framework") which is compliant with the Public Contracts Regulations 2015 and the competition requirements of the Council's CSOs as it is a High Value Contract.

As the contract has a value of over £300,000, the decision to award the contract is a Key Decision under Article 12 of the Constitution. This report must be submitted to Committee Services for publication on the Council's website.

The contract must be sealed by Legal Services and the appropriate decision maker for the recommendation overall is the Cabinet Member.

*Joginder Bola, Senior Solicitor (Contracts & Procurement), 4<sup>th</sup> December 2025*

## **Procurement Comments**

The Procurement and Commercial team have reviewed the moderated evaluation scores and assured the weighted scores are correct in line with the methodology published in the procurement document suite for this project.

A Contract Award Notice must be published to Contracts Finder, to satisfy the requirements of the Public Contracts Regulations 2015 (UKSI 2015/102) for contracts equal to and over £30,000 (including VAT). This must be completed using the Council's capitalEsourcing eProcurement portal.

The contract must be added to the capitalEsourcing eProcurement portal, to ensure it is published on the Council's Contract Register in line with the legislated transparency

obligations, and all applicable legal notices must be published within their legislated deadlines.

A named contract manager must be allocated to the contract on the Council's capitalEsourcing eProcurement portal.

*Chris Everett, Category Lead – Procurement and Commercial, 18<sup>th</sup> December 2025*

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## **Background Papers Used in Preparing This Report**

The following documents disclose important facts on which the report is based and have been relied upon in preparing the report:

1. Cabinet Report 3/6/2024 – Avonmore Primary School– Construction Contractor Procurement Strategy Budget and Request [Cabinet Report - Avonmore School Project Procurement Strategy and Budget Request.pdf](#)
2. Cabinet Report – 4/3/2019 – Community Schools Programme- approval of school renewal strategy and procurement of inclusive design team. [Cabinet Report Community Schools programme](#)

**DETAILED ANALYSIS**

**Procurement Approach**

1. The procurement process has been undertaken in accordance with the Procurement Strategy included at Annex 1 Procurement Strategy, agreed by Cabinet on 3<sup>rd</sup> June 2024, and CSO Section D – High Value Contracts – Over the Services Threshold of London Borough of Hammersmith and Fulham Council’s (the “Council”) CSOs, which defined the process to be followed.
2. The procurement opportunity was published on the Find a Tender Service (FTS) via the council’s procurement capitalEsourcing portal, reference itt\_\_18497.
3. The quality (including added value), and price weightings applicable to this procurement process are set out below, and were identified as being appropriate, to a model designed to drive a greater influence over the quality (including added value) of the contract during the contract term.

Criteria	Weighting	
	Quality	Added Value
Quality, including Added Value (60%)	40%	20%
Price (40%)	40%	
<b>Total (100%)</b>	<b>100%</b>	

4. The following were used as part of this procurement:
  - a. Minimum pass rates
  - b. Interviews
  - c. Site visits

**Conflicts of Interest**

5. All officers and decision makers have been required to complete a Conflict-of-Interest Declaration form to record any actual, potential, and/or perceived conflicts, along with appropriate mitigations (as appropriate), on the Conflicts Assessment.
6. Approval of this Contract Award by the Strategic Leadership Team (SLT) member and elected member (as applicable) constitutes their declaration that they do not have any actual, potential, and/or perceived conflicts, relevant to this procurement, except where a specific Conflict of Interest Declaration form has been completed and provided, advising differently.
7. All members of the Evaluation Panel were required to complete and sign a Conflict of Interest and Confidentiality Undertaking Declaration. A completed and signed copy of this form was returned by all members of the Evaluation Panel, ahead of them reviewing Potential Supplier responses.

**Procurement Outcome**

- 8. A procurement response was received from 1 (one) Potential Supplier, which was checked to determine it was compliant with the rules of the procurement process.
- 9. The Potential Supplier demonstrated minimum capacity and capabilities, as set out in the Standard Selection Questionnaire (SQ), and that their commercial offer was not abnormally low. Further details, including the breakdown of moderated scores in Appendix 4 (Moderated Assessment Scores) against all assessment criteria for the Preferred Supplier is included in Appendix 3: Procurement Outcome
- 10. Following assessment and moderation of the compliant Procurement Response received, moderated weighted scores were confirmed. Details of these are included in Appendix 4 (Exempt) - Moderated Assessment Scores and Appendix 3 Procurement Outcome.
- 11. The Preferred Supplier’s procurement response has been objectively assessed as providing the MEAT in providing this requirement.

**People Based Considerations**

- 12. The Transfer of Undertakings (Protection of Employment) Regulation 2006 (UKSI 2006/246) (TUPE) is not applicable to this contract.
- 13. There are no other people-based requirements applicable.

**Risk Assessment and Proposed Mitigations**

- 14. The table below includes the key risks and proposed mitigations identified as being relevant to the contract award.

<b>Identified Risk</b>	<b>Proposed Mitigations</b>
<p>1. Preferred Supplier becomes insolvent or no longer has the capacity to deliver scheme</p>	<p>While the likelihood of this risk is low, the potential impact might be significant depending on construction stage.</p> <p>Before a contract is awarded, robust financial assessments will be undertaken including independent financial and credit checks and where necessary and applicable parent company guarantees may be requested.</p> <p>Finance colleagues have undertaken due diligence this month on the financial standing and accounts of the Preferred Supplier as per their finance paper and deemed acceptable to enter into contract.</p> <p>Officers included a question during the procurement process regarding their capacity to deliver the project, which was considered acceptable.</p>

Identified Risk	Proposed Mitigations
2. Delay to Practical Completion of the School	The council will ensure that the internal and external resources are in place to deliver the project in a timely manner. The site has yet to be de-risked through extensive site investigations to eliminate technical issues prior to start on site. The site will be de-risked through effective and constant communication with the contractor to ensure any variations are instructed at the appropriate times and risk of delays mitigated.

### Mobilisation Timetable

15. The table below provides an estimated timetable of the competition process through to contract commencing.

Action	Date
1. Cabinet Member Sign-Off (Award)	Friday 30 <sup>th</sup> January 2026
2. Contract Award Notice Published	Friday, 6 February 2026
3. Contract Engrossment	Friday, 13 February 2026
4. Contract Signed	Friday, 20 February 2026
5. Contract Mobilisation and Implementation	Friday, 6 March 2026
6. Contract Start Date	Friday, 13 February 2026
7. Contract End Date (initial term, exc defect periods)	Monday, 20 March 2028
8. Contract End Date (including all defect periods)	Tuesday, 3 April 2029

### Contract Management

16. Key Performance Indicators (KPIs) submitted at procurement, will be finalised prior to signature at Contract Award. KPIs and associated targets were defined ahead of publication of the tender and included in the suite of documents published as part of the competition, thereby enabling them to be contractualised without any scope for negotiation or disagreement by the Preferred Supplier.
17. The KPIs will be managed by council officers to monitor the contract and the performance of the Preferred Supplier once the contract is awarded as the main contractor. Officers will finalise how the contract performance will be assessed and monitored using a variety of approaches. The creation of accurate record keeping by the main contractor to provide evidence of delivery will be required from the beginning of the project.
18. A performance plan will include the standards that must be performed to, the outcomes to be achieved, and summarise the KPIs used to measure successful delivery. Officers will monitor KPIs linked to payments, including post completion.

19. KPIs to be achieved on this project, are linked to the contract to ensure that they provide a clear way to track strategic objectives and ensure operational targets are being met. This means that the main contractor will be held accountable for the overall performance and both parties will ensure that responsibilities are clear and understood.
20. By creating a detailed schedule, as part of the performance plan, the main contractor will have to commit to their KPIs and regularly report against these, such as client satisfaction, supply chain spend, social value and sustainability. The council will also report on the KPIs at relevant intervals, whether that is through monthly meetings and reports, quarterly or annual performance reports.
21. As part of the council's commitment to Social Value, regular updates will be established and reminders will be issued to retain information about timescales, the number of local employees on the project, and the number of apprentices recruited etc. This will form a report to be shared with key officers and relevant departments.

## **Conclusion**

22. Following conclusion of the procurement process, it is recommended that the contract is awarded to the Preferred Supplier, following comprehensive and objective assessment and moderation of all compliant Procurement Responses received, by the Evaluation Panel.

## **Equality and Inclusion Implications**

23. It is not anticipated that this award decision will give rise to any negative impacts on any group with protected characteristics, under the terms of the Equalities Act 2010.
24. Additionally, the Procurement Strategy approved by Cabinet in the report, 'Avonmore Primary School – Construction Contractor Procurement Strategy Budget and Request' dated June 2024, considered the wider implications of the redevelopment of the site.

*Verified by: Yvonne Okiyo, Strategic Lead for Equity, Diversity, and Inclusion (EDI),  
9<sup>th</sup> December 2025*

## **Risk Management Implications**

25. Whilst the financial risk regarding awarding the contract has been cleared, it is appropriate that the financial engagement with the Preferred Supplier should be monitored throughout the programme lifecycle.
26. There is a delivery risk in the management of this initiative leading to a potential loss of control, missed delivery dates, financial losses and reputational impacts. To mitigate appropriate programme, governance, reporting and communications must be put in place to ensure that the programme is delivered, to budget, on

time, with to the defined quality levels and that the required outcomes are achieved. This will include maintaining a programme Risks, Assumptions, Issues and Dependencies (RAID) log, change control mechanisms as well as defined supporting processes. These should all be laid out and agreed in a Programme Management Document.

27. There is an engagement risk that the council will be exposed to losses, delays and responsibilities due to ambiguities in poorly drafted contracts, inconsistent use of terminology, or lack of clarity in the contractual obligations and payment terms. To mitigate this risk, it is advised that all contracts are reviewed by external construction experts and compared to current construction contract where issues have been encountered.

*Verified by Jules Binney, Risk and Assurance Manager, 3<sup>rd</sup> December 2025*

### **Climate and Ecological Emergency Implications**

28. The new building has climate change impacts through both 'operational' emissions (from ongoing use of the building) and 'embodied' emissions (arising from the materials and construction). With a focus on operational emissions, the development has been designed to achieve BREEAM Excellent certification for the school building, thereby achieving a high level of energy efficiency.
29. The proposed design will be a fossil-fuel free development, and achieves operational emissions reduction compared to current industry standards, with a c. 75% reduction in carbon. This goes beyond the minimum 35% reduction on-site required by the London Plan and the average 37% achieved by major developments in LBHF in 2020.
30. During the detailed design stage, further work will be undertaken by the project and design team to specify materials that will reduce the overall embodied emissions within the design. Demolition of the existing building will also be managed to enable the reuse of suitable materials within the pre-construction stage of the development, with the intent to improve the modelled embodied emission levels above the Greater London Authority (GLA) benchmark.
31. The development has used the Council's climate implications toolkit to maximise sustainability across the range of considerations. The development increases the area of planting and sustainable drainage over the existing site and includes measures to provide resilience against extreme heat.
32. The Climate team will be included in the design stage, and all future opportunities will be made to maximise the potential of this project. This will provide the potential to explore whether this can bring a zero bills school (balancing the solar generation and heat pumps) and explore this fully at the design stage.

*Verified by Meghan Kingsley-Walsh, Heat Decarbonisation Lead, 4<sup>th</sup> December 2025*

## **Local Economy and Social Value Implications**

33. It is a requirement that all contracts awarded by the Council with a value above £100,000 provide social value commitments that are additional to the core services required under the contract.
34. The Preferred Supplier has committed to Social Value outcomes relating to local employment, apprentices, support for Voluntary, Community or Social Enterprise (VCSEs), local supply chain spend as well as other commitments.
35. Where s106 Employment and Skills obligations apply to contractors, it is important that these are in addition to, and not double counted as, Social Value outcomes. The Preferred Supplier has confirmed to the commissioner that its Social Value proposal is in addition to its s106 obligation.
36. It is recommended that the Commissioner works with the Council's Legal Services team to ensure contracts are explicit in making clear the distinction between s106 obligations and Social Value proposals as separate deliverables.
37. In line with the agreed corporate procurement approach, it is recommended that any commitments around Social Value are uploaded and monitored via Social Value Portal (SVP).
38. It is recommended that the Commissioner works with Legal to ensure contracts provide the Council with a right to secure remedies should the Preferred Supplier fail to deliver against the Social Value commitments.

*Completed by Harry Buck, Social Value Officer (Procurement), 4<sup>th</sup> December 2025*

## **Digital Services and Information Management Implications**

39. **IT Implications:** There are no IT implications resulting from this report.
40. **Data Protection:** The Preferred Supplier will be expected to have a Data Protection policy in place and staff will be expected to have received Data Protection training. The contract with the Preferred Supplier will need to include the Council's data protection and processing schedule. This is compliant with the UK Data Protection law.
41. The service will need to update their current Data Protection Impact Assessment as this contractor is already a supplier for the Council. Additionally, the Preferred Supplier will need to complete a Supplier Security Questionnaire via the Risk Ledger platform as they will have access to sensitive designs and other documentation.
42. The Council's approved cyber security clauses must be incorporated into all new and renewed contracts regardless of value, or framework. Legal advice should be sought on how to incorporate the cyber security clauses into agreements which do not use the Council's contract templates.

## **Section 106 Implications**

43. As the Council is in the role of developer bringing forward this scheme, there is a Memorandum of Understanding (MoU) between the Council as landowner and the Council as the Local Planning Authority. The MoU was drafted and signed on 19th December 2024.
44. The MoU sets out obligations that would typically be contained in an agreement under section 106. This document sets out the obligations to deliver the substantial wider public benefits of the project. The wider public benefits include the optimisation and development of a brownfield site, genuinely affordable 50% (45) social housing and will provide (91) energy efficient homes. In addition, the project monitoring costs, the Marcus Garvey Park contributions, as well as the car free permit obligation are included within the s106 document.
45. Other wider public benefits include a range of public realm improvements which include existing play area improvements, the Forest School – a new boundary fence and access gates for better management and use of this space for surrounding schools including Avonmore Primary School, plus 11 trees in Marcus Garvey Park.
46. There is an all-age children and adult outdoor gym which is a replacement of the existing play structure in front of the ballcourt and St. James Prep with all ages gym equipment, as current structure provides limited purpose or play function.
47. Existing ballcourt/play area improvements and refurbishments - new enclosures and floodlights with keypad access to better manage access for all members of the community and to provide equipment storage. This will also allow the space to be bookable and limit existing antisocial behaviour and out of hours use and in turn potentially reduce noise and disturbance to neighbours at the Lisgar Terrace mansion blocks on the other side of the boundary wall.
48. The Employment, Training and Local Procurement Strategy requires at least 10% to the total number of people employed on the construction of the development to be local (LBHF) residents.
49. The MoU requires 1 apprenticeship to be created for every £2m of build cost of which half of these apprenticeships the developer creates on the construction of the development and employs local residents into them; and for the other half, the developer makes an Employment and Skills financial contribution to the Council of £7,000 per apprenticeship which the Council uses to create apprenticeships and prepare and support local residents into these and into the apprenticeships created on the development. Other requirements include:
  - 1 (one) paid work experience placement created for every £4m of build cost into which a local resident is employed;

- 1 (one) unpaid work experience placement created for every £4m of build cost for local residents and students of local schools;
  - Local residents employed into paid work experience placements and apprenticeships count towards the local labour target;
  - Local businesses are procured in the supply chain of the construction of the development to a value of at least 10% of the build cost; and
  - A local procurement financial contribution is made calculated based on the gross sqm of the development.
50. None of these contributions are to be double counted with any social value contributions committed by the procured developer as part of the procurement process and the developer is required to report with evidence to the Council of all of these outputs delivered on a quarterly basis.

*Verified by Ieuan Bellis, Team Leader - Planning and Property, 17<sup>th</sup> December 2025*

## **Consultation**

51. The council began a series of engagement events in June 2019 with the school community to co-produce designs. A Client Design Advisor (CDA) was appointed to work closely with the school stakeholders. This process included regular meetings and design workshops with the Avonmore Steering Group (comprised of school leadership and governors) and pupil consultation events.
52. In March 2021 the Council paused the design work to enable an extended period of consultation with the local community and wider stakeholders. This decision was taken to ensure that the design team was best placed to reflect the views of the school community and residents in the emerging designs. Design work recommenced in January 2023.
53. The design work that took place in the lead up to the planning application submission included improvements to the energy strategy (i.e., removing gas boilers from the scheme and replacing these with air source heat pumps) and updating the designs to new fire safety building regulations, which included the addition of firefighting and evacuation lifts.
54. An overview of the nature of engagement and consultation events that took place between the beginning of the Community School Programme (CSP) and the submission of the planning application is included below:
- Engagement with local community interest groups;
  - Four public consultation events;
  - 12 pre-application meetings with the London Planning Authority;
  - Engagement with H&F Inclusive Design Forum; and
  - Two Design Review Panels.
55. Throughout the design process there were public consultation events and ongoing informal opportunities for the school community and residents to provide comments on and assist in shaping the emerging proposals for the scheme. This

process has included members of the design team as well as the relevant Cabinet Members and senior officers.

56. In the months prior to the submission of the planning application, the council held a series of exhibitions and online events, to share the co-produced proposed designs with residents, local groups and the school's community. In addition, individual presentations were offered to key external stakeholders.
57. Following the extended consultation phase and work to improve the energy strategy and fire safety strategy for the project, a planning application was submitted in Nov 2023. This application was approved in November 2024.

#### **LIST OF APPENDICES**

- Appendix 1 (Exempt) – Contract Award Details
- Appendix 2 (Exempt) – Further Financial Assurance
- Appendix 3 (Exempt) – Procurement Outcome
- Appendix 4 (Exempt) - Moderated Assessment Scores
- Annex 1 – Procurement Strategy

**LONDON BOROUGH OF HAMMERSMITH & FULHAM**

