

Document 1 – Invitation to Tender (ITT)

Information and Instructions

Debt Fund – Fund Management Services

Date: November 2021

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1. KEY INFORMATION

About this Procurement

- 1.1. Fair4All Finance Limited (F4AF) is conducting this procurement process using the open procedure in accordance with the Public Contracts Regulations 2015 ("PCR").
- 1.2. Tenders are invited, by F4AF, from suppliers with relevant experience and ability to demonstrate sufficient capacity for the provision of host AIFM (including appointed representative), fund administration and depository / trustee services (as required). Please see Document 2 – Specification for further details.
- 1.3. Our expectation is that the value of all services to be awarded will be between 100-400GBPk over 1.5 years.
- 1.4. The anticipated commencement date for the services is Tuesday 1st March 2022; to start the onboarding and fund implementation process following relevant contracts being signed.
- 1.5. Tenderers should note that the estimated value for the services, along with any other stated amounts, values and volumes within these tender documents, are estimates and given in good faith for information and guidance only to assist tenderers in the preparation of the tender. Any quantities designated are provided for general guidance only and orders will be raised as and when required by F4AF.

F4AF CANNOT guarantee the level of business or quantities including any anticipated minimum. F4AF accepts NO liability whatsoever concerning the availability, accuracy or sufficiency of tendering information nor any liability in respect of financial or contractual consequences (including without limitation, loss of profit or other remuneration) incurred by the Tenderer which may arise from any reduction in the volume or value of business which is anticipated by the tenderer.

2. THE PROCUREMENT PROCESS

Procurement Timetable

- 2.1 You have until 17:00hrs on Friday 17th December 2021 to submit a fully compliant tender.

The complete indicative timetable (“Timetable” for this procurement process is as follows:

Timings

Timetable for proposal / tender requests:

Date	Procurement Stage
Thursday 18th November 2021	Tender Documents Issued
Wednesday 8th December 2021	Clarification Deadline for Tenderers (by 17:00hrs)
Friday 10th December 2021	Deadline for F4AF to Respond to Clarification Questions
Friday 17th December 2021	Submission Deadline (by 17:00hrs)
Monday 20th December 2021 to Friday 14th January 2022	Internal Assessment
Monday 17th January 2022 to Friday 21st January 2022	Interview Period
Monday 31st January 2022	Decision Notices Issued
Thursday 10th February 2022	10 Day Standstill Period Ends at Midnight on
Friday 11th February 2022	Services Contract Award
Tuesday 1st March 2022	Anticipated Services Contract Start Date

F4AF reserves the right at its absolute discretion to change or amend the above timetable. Tenderers will be informed of any time or date changes.

Costs of Tendering

- 2.2 F4AF shall NOT under any circumstances be held liable for any costs, expenses and charges relating to or arising from the preparation of any Tender, including (without limitation) the preparation of the documentation, attendance at meetings. This provision shall apply even in a scenario where F4AF abandons the procurement process (in whole or in part) or excludes a Tenderer.

Completing a Tender

- 2.3 The "Tender Documents" are all those documents associated with this procurement process. Tenderers should read all the Tender Documents to ensure that they understand the instructions for and conditions of tendering before submitting a Tender.
- 2.4 For the avoidance of doubt, the Tender Documents comprise:

Document 1	Invitation to Tender (ITT)(Information, and Instructions - this document)
Document 2	Specification (Fair4All Finance overview and debt fund specification)
Document 3	Tender Submission Document (Submission document to be completed by all tenders)
Document 4	NDA Template (see 2.6 below for further details)

- 2.5 For this tender, the contact details of F4AF's primary contact are:

Name: Stefan Rajendra

Email Address: stefan@fair4allfinance.org.uk

- 2.6 Further material (including our draft term sheets and other supporting material and draft principles of investment) can be made available to appropriate interested parties following the signing of an NDA. A template of the NDA will be located on Market Dojo. Interested parties should email stefan@fair4allfinance.org.uk outlining their organisation's interest to sign the NDA. They should also give the name and relevant email addresses of the person at their organisation authorised to intended recipients required who will sign the NDA. Fair4All Finance will then initiate the NDA signing process with these recipients.
- 2.7 No approach of any kind must be made regarding this tender to any other person within or associated with F4AF. To ensure transparency in the tender process all correspondence must be raised through the

Procurement Portal found at Market Dojo (e-tendering system) using the 'Messages and Clarifications' function.

- 2.8 Tenderers are responsible for ensuring that they are fully familiar with the nature and extent of the requirements described in the tender documents and shall obtain for themselves, at their own expense, all information necessary for the preparation of their tenders
- 2.9 Tenders must be fully completed and submitted strictly in accordance with **ALL** of the instructions set out within these tender documents. It is essential that each tenderer answers all questions in the Tender Submission Document as required and that all information requested is submitted in full.
- 2.10 Tenders (and every response in a tender) **MUST NOT** be conditional. Only tenders submitted strictly in accordance with the tender documents will be accepted for consideration.
- 2.11 Tenders (and every response submitted as part of a tender) **MUST** be completed in English.
- 2.12 In submitting their tenders, tenderers should use:
 - 2.12.1 Legible Font Type (such as Arial or Calibri);
 - 2.12.2 Font Size 12;
 - 2.12.3 Font Colour Black; and
 - 2.12.4 Spacing which must be "one" or "single line spacing," as a minimum.
- 2.13 If any tender does not satisfy any of the requirements set out in this ITT, it may (at F4AF's absolute discretion) be deemed to be a "non-compliant" Tender and may be excluded from the procurement process.

Clarification Questions by Tenderers

- 2.14 Any clarification questions relating to the procurement process or Tender Documents must be submitted through the Messaging Function on Market Dojo.
- 2.15 Unless the clarification question is confidential to a particular tenderer, F4AF will respond to all clarifications by publishing the relevant question(s) and F4AF's response(s) on Market Dojo. Such clarification questions and responses will be available to all tenderers.
- 2.16 When submitting a clarification question, tenderers must clearly indicate which, if any, part of their clarification question they view as confidential and applicable only to the tenderer submitting the clarification question.
- 2.17 If F4AF does not agree that the clarification question is confidential and applicable only to the tenderer who submitted it, the tenderer may (at F4AF's discretion) be given the right to withdraw the question without it being answered. If the tenderer does not elect to withdraw the relevant clarification question within F4AF's specified timeframe, the relevant clarification question and response will be circulated as described above. In

any event, F4AF may, in its sole discretion, circulate any clarification question and response.

- 2.18 F4AF will NOT be able to answer clarification questions received after the clarification deadline. Please note that if any tenderer raises a clarification question after the clarification deadline and it is not answered, they will be considered to have submitted their tender on the basis of the information available and their clarification question will not give them any right to qualify their tender or (if successful) the contract agreement. Where a tenderer claims such a right F4AF reserves the right to reject their tender.
- 2.19 Tenderers are advised NOT to rely on communications from F4AF in respect of the tender documents unless they are made in accordance with these instructions.
- 2.20 Responses provided by F4AF to clarification questions may be incorporated into the finalised contract(s) if F4AF (at its absolute discretion) considers it appropriate to do so.

Submitting a Tender

- 2.21 Tenderers must submit a tender electronically via the internet using the Market Dojo e-procurement portal at <https://marketdojo.com/>.
- 2.22 When submitting a tender using market Dojo, Tenderers must upload their completed tender (with all relevant documentation) in accordance with the instructions contained in these tender documents and any on-screen instructions. All files uploaded to Market Dojo must contain the tenderer's name as part of the file name and clearly indicate the contents of the file.
- 2.23 Tenders cannot be accepted by the e-Procurement Portal once the submission deadline has elapsed.
- 2.24 For all queries regarding the technical aspects of the Market Dojo system (for example, problems uploading/viewing documents etc.) please contact Procurement@fair4allfinance.org.uk in the first instance.
- 2.25 Tenderers should note that submission of a tender is not a guarantee of being awarded a contract.

Period of Availability

- 2.26 Each tender (inclusive of all of its responses and tendered prices) shall be submitted on the basis that the offer therein shall remain in force and capable of acceptance for a minimum period of six (6) calendar months from the date on which the tender was submitted.

Governing Law and Jurisdiction

- 2.27 This ITT and any dispute concerning it (including non-contractual duties or claims) shall be governed by English law and subject to the jurisdiction of the English courts. Price and any financial data provided must be submitted in pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

3. SELECTION AND AWARD PROCESS

The Evaluation Panel

- 3.1 All tenders will be evaluated by an Evaluation Panel of F4AF's choosing and will comprise of officers from F4AF, who will assess each of the tenders in line with the specified evaluation criteria.
- 3.2 F4AF believes the size, make-up and experience of the Evaluation Panel is appropriate given the size and complexity of the activity to be evaluated, and degree of specialist input required to evaluate the tenders
- 3.3 F4AF also reserve the right to substitute any member of the Evaluation Panel at any time prior to the award of positions on the contract with an appropriate substitute should circumstances dictate.
- 3.4 The Evaluation Panel will assess each tender submission using a consensus approach.
- 3.5 The Evaluation Panel will review each tender submission and objectively assess the extent to which each tender submission meets the specified award criteria. The panel will agree scores for tender submission responses and will identify the strengths and weaknesses of the tender submissions in respect of those criteria.
- 3.6 The tender evaluation will assess the tenders on the basis of the submitted tenders only; **no prior knowledge of the tenderer will be assumed.**
- 3.7 There will be a facilitator on the Evaluation Panel, who will ensure that an accurate formal record of the Evaluation Panel's scores and assessment of the strengths and weaknesses of each tender is prepared.

General Selection Criteria and Due Diligence

- 3.8 In line with Regulation 58 (Selection Criteria) and Regulation 67 (Award Criteria) of the Public Contracts Regulations 2015, which requires or permits F4AF not to select, or to treat as ineligible, economic operators, F4AF reserves the right to exclude any economic operators whom they deem to not satisfy any criteria outlined and contained within the Tender Submission Document.
- 3.9 Following tender evaluation, the suitability of the preferred supplier(s) will be assessed in accordance with Document 3 "Tender Submission Document"). Tenderers who do not indicate that they meet F4AF's minimum selection criteria may be excluded from the process at this stage.
- 3.10 Once a compliant tenderer has been confirmed, a due diligence process will be undertaken against the responses of the preferred supplier(s) and any certification and evidence required will be requested at this stage. Tenderers who cannot provide the required evidence will be excluded from the process at this stage.

If the preferred supplier is excluded on the basis of any of the paragraphs above, F4AF reserve the right to undertake an assessment of the next ranked supplier.

Award and de-briefing

- 3.11 Once the due diligence process has been successfully completed, F4AF may then decide to award a position on the basis of the most economically advantageous tender.
- 3.12 F4AF will notify all tenderers in writing of its decision and provide for a **ten (10) day standstill period** in accordance with the indicative timetable before entering into a contract.
- 3.13 F4AF will inform all unsuccessful tenderers of the identity and relative advantages and characteristics of the successful tender as compared with the addressee's tender.
- 3.14 For the avoidance of any doubt, award of a contract is subject to the formal approval process of F4AF. **Until all necessary approvals are obtained, and the standstill period completed, no contract will be entered into.**
- 3.15 We will take specific legal advice before entering into any contract agreement with organisation(s) who are successful in being awarded the service(s). Where a tenderer has provided a copy of a standard contract terms and conditions as part of their submission (see Part 3B of Document 3 "Tender Submission Document") we will consider the use of the contract terms provided, but award does not mean the contractual terms are automatically agreed. Any contractual agreement between F4AF and a tenderer will only be entered into after the award is made, and on receipt of independent legal advice.

4. GENERAL SELECTION CRITERIA

- 4.1 The following information corresponds with the completion of General Selection Criteria (GSC)(section A within Document 3 – Tender Submission Document. This document is generic and applicable to all services, therefore all tenderers should complete section A (**once only**) irrespective of the number of services they are applying for.

Please read this information carefully.

- 4.2 Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2
- 4.3 The GSC is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).
- 4.4 If the relevant documentary evidence referred to in the GSC is not provided upon request and without delay, we reserve the right to amend the contract award decision and select the next compliant bidder for inclusion on the contract.

Consequences of misrepresentation

- 4.5 If you seriously misrepresent any factual information in filling in the GSC, and so induce F4AF to enter into a contract, there may be significant consequences.
- 4.6 You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five (5) years.

Notes for completion

- 4.7 'You' / 'Your' refers to the potential supplier completing this GSC i.e. the legal entity responsible for the information provided. The term 'potential supplier' is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the 'regulations') and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise ('VCSE'); Special Purpose Vehicle ('SPV'); or other form of entity.
- 4.8 Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
- 4.9 All sub-contractors are required to complete Part 1 and Part 2.
- 4.10 For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete

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

Assessment of the General Selection Criteria ('GSC'):

- 4.11 This GSC will be scored in accordance with the criteria set out below:

Part 1 – Potential Supplier Information

Section 1 – Potential Supplier Information

- 4.12 Responses to this Section 1 shall be primarily for information only.
- 4.13 HOWEVER, any answer within Sections 1.1 to 1.3(h) that provides insufficient or false information about your ability to properly perform under the contract and which leads the Authority, acting reasonably, to conclude that it would be inappropriate to select you on this occasion, may result in your exclusion from the remainder of the procurement process.

Part 2 – Exclusion Grounds

Section 2 – Grounds For Mandatory Exclusion

- 4.14 Based on your responses to Section 2, you will be excluded (subject to 'self-cleaning') from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (EXCEPT where this is disproportionate e.g. only minor amounts involved).

Part 2 – Exclusion Grounds

Section 3 – Grounds for discretionary exclusion

- 4.15 Relevant convictions (without satisfactory 'self-cleaning' regarding corrective action where appropriate) may result in exclusion.

Part 2 – Exclusion Grounds

Section 4 – Economic and Financial Standing

- 4.16 You must be able to supply any one of the documents listed in Section 4.1 (a) to (c) in order to demonstrate financial standing as required under this Section 4. Failure to supply on request any one of the documents listed in Section 4.1(a) to (c) may result in exclusion.
- 4.17 With regards to Section 4.2, potential suppliers will Pass or Fail on the basis of being financially viable.
- 4.18 In addition, any answers to Section 4 which lead F4AF, acting reasonably, to conclude (considering the risk that the relevant answer suggests about your ability to properly perform under the contract agreement) that it would be inappropriate to select your organisation on this occasion, may result in your exclusion from the remainder of the procurement process.

Part 2 – Exclusion Grounds

Section 5 – Parent Company Information

- 4.19 If you have indicated in Section 1.2 that you are part of a wider group, then you must provide the information requested in Section 5. Failure to supply this information may result in exclusion.
- 4.20 Further, if Section 5 is relevant to your tender and 'No' is selected for all points within this section, this could lead the F4AF, acting reasonably, to conclude that it would be inappropriate to select you on this occasion, which therefore may result in exclusion from the procurement process.

Part 2 – Exclusion Grounds

Section 7 – Insurance and Data Protection and Information Governance

- 4.21 Insurance and data protection. Failure to indicate 'Yes' to Section 7.1 will result in exclusion
- 4.22 Data Protection and Information Governance. This information will be used to determine if your organisation is compliant with the Data Protection Legislation. The authority will only select economic operators that are compliant with the Data Protection Legislation.

5. CONTRACT AWARD CRITERIA

- 5.1 The following information corresponds with the completion of Part 3B: Selection Questions (SQ) within Document 3 “Tender Submission Document”
- 5.2 Provided that the Tender Submission is submitted fully in accordance with the requirements set out within the specification and the remaining sections of the tender documents, contract agreement will be awarded on the basis of the Most Economically Advantageous Tender to F4AF.
- 5.3 The Award Criteria will be applied as follows:

Service	Title	Minimum Quality Percentage	Maximum Quality Percentage	Maximum Price Percentage
1	Host AIFM and Appointed Representative	35%	70%	30%
2	Fund Administration	35%	70%	30%
3	Depository/Trustee services	35%	70%	30%

- 5.4 The percentages awarded for quality and price will be added together to produce a total score which will determine ranked position on the relevant service.

Quality Award Criteria

Evaluating Quality

- 5.5 The tender evaluation will objectively assess the extent to which each tender submission meets each of the specified Quality Criteria and will identify the strengths and weaknesses of the tender submissions in respect of those criteria.
- 5.6 Quality will be assessed using questions 1 to 4 in Part 3B: Selection Questions (SQ) within Document 3 “Tender Submission Document”. Each question will be assigned an individual weighting.

5.7 The responses to each question will be scored out of five as follows:

Score	Assessment
5	Excellent: The response fully addresses all elements of the question, clearly demonstrating how the tenderer will undertake and deliver the services. The tenderer has provided a high level of relevant and detailed information, backed up with clear evidence and comprehensively demonstrating a robust and coherent understanding of the F4AF's requirements (as set out in the Specification and in accordance with the contract requirements); with no issues, weaknesses or omission
4	Good: The response addresses the majority of elements of the question, demonstrating how the tenderer will undertake and deliver the services. The tenderer has provided relevant and detailed information, backed up with sufficient evidence and demonstrating a robust and coherent understanding of F4AF's requirements (as set out in the specification and in accordance with the contract requirement); with no issues, weaknesses or omissions
3	Adequate: The response addresses many of the elements of the question, demonstrating a reasonable understanding how the tenderer will undertake and deliver the services (as set out in the specification and in accordance with the Contract). The tenderer has provided relevant information, however, in places this is lacking in detail; and/or provided insufficient evidence; and/or has some minor weaknesses or issues.
2	Less than Adequate: The response addresses some elements of the question but does not fully demonstrate how the tenderer will undertake and deliver the Services. The tenderer's response has a number of issues, weaknesses or omissions and fails to provide detail, clarity and/or evidence with regard to more than one element of the criterion demonstrating a lack of understanding of F4AF's requirements (as set out in the specification and in accordance with the contract agreement).
1	Poor: The response addresses very few of the elements of the question and does not demonstrate how the tenderer will undertake and deliver the Services. The tenderer's response has many issues, weaknesses or omissions and fails to provide detail, clarity and/or evidence with regard to the few elements addressed, demonstrating a lack of understanding of the F4AF's requirements (as set out in the specification and in accordance with the contract agreement).
0	Unacceptable: Failed to provide a response, or the response provided is wholly inconsistent with the F4AF's requirements (as set out in the specification and in accordance with the contract agreement) with respect to this question

- 5.8 The un-weighted score out of five for each question will then be multiplied by the applicable weighting (as described in Part 3B: Selection Questions (SQ) within Document 3 “Tender Submission Document”), to give a total weighted score for that section.
- 5.9 The weighted scores for each quality related question will then be added together to give a final weighted quality score out of a maximum of 70%.
- 5.10 The table below provides an example (for illustration purposes only) of how each quality related question will be combined to form a quality score out of 70% for each tenderer.

Quality Related Question	Tenderer A	Tenderer B	Tenderer C	Tenderer D
Question1 (Score out of 5)	5	3	2	0
Percentage (Score out of 17.5%)	17.5%	10.5%	7%	0%
Question2 (Score out of 5)	4	4	4	4
Percentage (Score out of 17.5%)	14%	14%	14%	14%
Question 3 (Score out of 5)	4	3	2	4
Percentage (Score out of 28%)	22.4%	16.8%	11.2%	22.4%
Question 4 (Score out of 5)	3	2	1	4
Percentage (Score out of 7%)	4.2%	2.8%	1.4%	5.6%
Total Quality Percentage (Score out of 70%)	58.1%	44.1%	33.6%	42%
Assessment	Pass	Pass	Excluded as less than minimum quality percentage	Excluded due to 0 score

- 5.11 In line with Regulation 67 (award criteria) of the Public Contracts Regulations 2015 (SI 2015/102), any score of zero (0) for method statements will result in the exclusion of the tenderer from this process.

Price Award Criteria

Notes for completion

- 5.12 Pricing accounts for **30%** of the overall score broken down into the following sections as indicated in the table below
- 5.13 Tenderers should complete the pricing question which is in:

Document 3 “Tender Submission Document”

Section B – Service Specific Questionnaire

Part 3B: Selection Questions (SQ)

5.14 Any prices should be exclusive of VAT.

Evaluating Price

5.15 For each service, the tenderer with the lowest tendered fee percentage will be awarded a percentage score which will equate to a MAXIMUM overall score of thirty per cent (30%)

Price Assessment Evaluation – Example of 30%:

5.16 **Price:**

The price score will be calculated using the following formula.
$$= (\text{lowest bid price}^1 / \text{bid price}) * 30$$

5.17 The following example demonstrates how this works in practice:

Price Related Question	Tenderer A	Tenderer B	Tenderer C	Tenderer D
Bid Price	40GBPk	105GBPk	92GBPk	85GBPk
Total Price Percentage (Score out of 30%)	30%	11.4%	13%	14.1%

Abnormally Low Bids

5.18 If F4AF believes it has received an abnormally low bid (as defined under Regulation 30(6) of the Public Contracts Regulations, F4AF may reject it, but only after it has: requested in writing from the bidder an explanation of the offer or part of the offer which it considers to be abnormally low, taken account of the evidence provided in response to the request and subsequently verified the offer or parts of the offer being abnormally low with the bidder (Reg 30(6)(c)).

5.19 Regulation 30(7) sets out the types of information that may be requested under Reg 30(6) F4AF may require to make a final decision. This could include:

- the economics of the process or services provided
- any technical solutions suggested by the bidder, or exceptionally favourable conditions available to the bidder
- the originality of the works, goods or services to be provided; compliance with relevant local employment/working conditions.

¹ In instances where a tendered price is 'nil' a nominal value of £0.001 will be used for the purposes of the formula.

Total Score

- 5.20 The tenderer's final weighted quality percentage score and price percentage score will then be added together to give a total weighted score for their tender as a whole.
- 5.21 Tenderers will then be ranked (highest to lowest) based on their overall scores.

Quality Related Question	Tenderer A	Tenderer B	Tenderer C	Tenderer D
Total Quality Percentage (Score out of 70%)	58.1%	44.1%	33.6%	42%
Total Price Percentage (Score out of 30%)	30%	11.4%	13%	14.1%
Total Score	88.1%	55.5%	N/A	N/A
Assessment	Rank 1	Rank 2	Excluded as less than minimum quality percentage	Excluded due to 0 quality related question score

6. NOTICES AND GENERAL CONDITIONS OF TENDERING

Information Provided

- 6.1 While the information contained in the tender documents is believed to be correct at the time of issue, F4AF will not accept any liability for its accuracy, adequacy or completeness, nor (to the greatest extent permissible by law) is any express or implied warranty given in respect of the information in these tender documents. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, the tender documents and in respect of any other written or oral communication transmitted (or otherwise made available) to any tenderer or interested party. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of F4AF.
- 6.2 Details of current expenditure or potential future expenditure are provided for information only and as a guide to past purchasing and current planning to assist tender submissions. They should not be interpreted as an undertaking to purchase any services to any particular value and do not form part of the Services Contract agreement.
- 6.3 If a tenderer proposes to enter into a contract with F4AF as a result of this procurement process, it does so on the basis of its own enquiries and on the terms and conditions set out in any Articles of Agreement & Services Contract (as and when finally executed).
- 6.4 No claim against F4AF shall be allowed whether in contract or tort or under the Misrepresentation Act 1967 (SI 1967/7) or otherwise on the grounds of any inconsistencies in any of the Tender documents or otherwise associated with this procurement process.

F4AF Rights

- 6.5 F4AF reserves the right at any time and for any reason whatsoever to do any or all of the following:
- Waive or change the requirements of this ITT from time to time without prior (or any) notice.
 - Seek clarification or documents in respect of a tender.
 - Disqualify any tenderer that does not submit a compliant tender in accordance with the instructions in this ITT.
 - Disqualify any tenderer that is guilty of serious misrepresentation in relation to its tender.
 - Withdraw this ITT at any time, or to re-invite tenders on the same or any alternative basis.
 - Choose not to award any service as a result of the current procurement process.

- Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason
- Abandon this procurement (whether in whole or in part) and not award any service pursuant to it.

Amendments to Tender Documents

- 6.6 F4AF reserves the right at any time to make amendments and modifications to the tender documents (including this ITT)). Any such amendments will be made available to all interested parties simultaneously and all tenders submitted will be assumed to take them into account

Clarification of Tenders by F4AF

- 6.7 F4AF is under no obligation to seek clarification of tenders received. It is the responsibility of tenderers to ensure that their tenders are unqualified, unambiguous, and complete and to seek clarification, if necessary, of F4AF's requirements.
- 6.8 F4AF reserves the right (at its absolute discretion) in accordance with Regulation 56 (4) of the PCR to contact tenderers in order to clarify any tenders (or parts thereof) which are unclear, clearly erroneous, contain gaps and/or omissions or in relation to ambiguous responses. Where F4AF does so, tenderers are urged to respond to any request from F4AF for clarification as soon as practicable.
- 6.9 Tenderers should note that incomplete, inconsistent, vague or ambiguous answers are likely to score poorly or may render a tender non-compliant. In addition to its right to seek a clarification from a tenderer, where a tender is vague, erroneous, incomplete, inconsistent or ambiguous, one or more of the following courses of action may be taken:
- F4AF reserves the right to evaluate the tender on the basis of the interpretation or meaning that is most adverse for the tenderer; and/or
 - F4AF reserves the right to reject/disqualify the tender

Disqualification

- 6.10 If any of the following events occur F4AF may in its absolute discretion reject/disqualify a tender:
- a tenderer has submitted an incomplete tender (in accordance with the requirements of the tender documents);
 - a tender fails to comply with the requirements of the tender documents;
 - a tenderer provides information or statements which prove to be untrue or incorrect at the time of provision, or which subsequently prove to be untrue or incorrect;

- the tenderer does not submit a tender in accordance with the requirements of the tender documents;
- the tenderer undergoes a change in identity, control or financial standing or is the subject of any other materially adverse change affecting the tenderer which in the reasonable opinion of F4AF:
 - a) means a tenderer has become ineligible pursuant to the PCR; or
 - b) would have an adverse impact on the procurement process and/or the ability of the tenderer to perform pursuant to a Contract awarded as part of this procurement process;
 - c) the tenderer fails the selection criteria;
 - d) the tenderer has submitted a price/prices which are abnormally low; and
 - e) the tenderer fails to submit an unqualified tender

6.11 Tenderers are responsible for ensuring that they are fully familiar with the nature and extent of the requirements described in the tender documents and shall obtain for themselves, at their own expense, all information necessary for the preparation of their tenders

Terms of the Service Contract

6.12 The agreement between F4AF and the successfully ranked tenderer(s) will consist of:

- the contract agreement
- the specification; and
- relevant extracts from the submission/tender document(s) that F4AF selects to input into the contract (as described in the ITT (in particular, F4AF reserves the right to insert all or part of the successful tenderer's response
- Any agreed Key Performance Indicators and/or Service Level Agreements

Confidentiality

6.13 All recipients of these tender documents must treat the details of the tender documents as strictly private and confidential.

6.14 Interested parties/tenderers must NOT disclose the fact that they have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or with whom the tenderers need to consult for the purpose of preparing their tender.

6.15 F4AF reserves the right to disseminate information that is materially relevant to the agreement/procurement to make it available for all interested parties, even if the information has only been requested by one party.

- 6.16 Further F4AF may disclose detailed information relating to any tender to the F4AF's directors, employees, agents or advisers and they may make the tender documents/responses (including any completed tender submission document) available for private inspection by the directors, officers, employees, agents or advisers.

Publicity

- 6.17 Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract(s) award, any publicity activity with any section of the media in relation to this procurement or the contract(s) other than with the prior written agreement of F4AF.
- 6.18 Tenderers shall not, and shall procure that their sub-contractors, representatives, agents and/or advisers do not, do any of the following without obtaining the prior written consent of F4AF:
- make any public statement or communicate in any form with the media in connection with this procurement process or the contract agreement;
 - use any intellectual property rights associated with F4AF; or
 - represent that the tenderer is directly or indirectly associated in any way with F4AF or that the services are in any way endorsed by F4AF.
- 6.19 If tenderers are in any doubt regarding the publicity and marketing arrangements, then they must seek further guidance from F4AF via the messaging function on Market Dojo.

Copyright

- 6.20 The copyright of the tender documents is vested in F4AF and may not be reproduced, copied or stored in any medium without the prior written consent of F4AF.
- 6.21 All information in the tender documents and any document issued as supplemental to it, are and shall remain the property of F4AF.

Conflicts of Interest

- 6.22 F4AF wishes to avoid conflicts of interest and any undue influence or other prejudice to competition or the performance of any contract(s). F4AF will take appropriate measures to effectively prevent, identify and remedy any conflicts of interest arising in the conduct of this procurement so as to avoid any distortion of competition and to ensure equal treatment of all tenderers/interested parties.
- 6.23 For the purpose of this ITT, a reference to a "conflict of interest" means:
- any situation where there is an actual, potential or perceived conflict, either commercial or professional, between the interests or duties of F4AF and any person or organisation engaged (or in the process of being engaged) by F4AF (including any tenderer or any of their

associated companies, personnel, advisers, consultants, contractors and officers);

- any situation in which a conflict of interest may be reasonably perceived to exist by either by F4AF or a member of the general public; and
- any situation where relevant staff members (whether of F4AF, a tenderer or any of their personnel, advisers, consultants, contractors and officers) have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

6.24 The above circumstances will not in all circumstances lead to automatic disqualification on the grounds of a conflict of interest, although F4AF reserves the right to reject a tenderer (or exclude a Party) in accordance with paragraph below. Accordingly, Tenderers are encouraged to bring any situation that might give rise to a conflict of interest to F4AF's attention at the earliest opportunity. Each case will be reviewed individually.

6.25 F4AF reserves the right at its sole discretion to reject a tender and/or disqualify a tenderer from this procurement process where there is an actual, potential or perceived conflict of interest. It is for F4AF in its sole discretion to determine whether the relevant conflict of interest is manageable taking into account all relevant circumstances.

6.26 Tenderers should also monitor whether any such conflicts of interest may arise via sub-contractors who are involved in the preparation of their Tender.

Collusion

6.27 Any attempt by tenderers (or any of their personnel, advisers, consultants, contractors and officers) to influence the procurement or award process in any way may result in the tenderer being disqualified. Specifically, tenderers shall not (and shall procure that their personnel, advisers, consultants, contractors and officers shall not) directly or indirectly at any time do any of the following:

- devise or amend the content of their tender 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 parties or provider of finance.
- enter into any agreement or arrangement with any other person as to the form or content of any other 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 tender.
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender.

- canvass F4AF or any employees or agents of F4AF in relation to this procurement.
- attempt to obtain information from any of the employees, advisers or agents of F4AF concerning another tenderer or tender

Tender Submission Document

- 6.28 Tenderers are required to provide a completed Document 3 - Tender Submission Document. This will include a completed:
- Section A - General Selection Criteria
 - Section B - Service Specific Questionnaire
 - Section C - Declaration
 - Section D - Certificate Of Non-Collusion
 - Section E - Form Of Tender
- 6.29 F4AF may exclude a Tenderer from the procurement exercise (as having submitted a "non-compliant Tender") if a tenderer fails to fully and accurately complete and submit the Tender Submission Document.
- 6.30 By signing and submitting a tender, the tenderer agrees, if successful, to enter into the contract agreement on the basis of the information provided as part of this tender (incorporating those relevant elements of a tenderer's Tender Submission Document(s) as selected by F4AF.

7. RELIANCE ON SUB CONTRACTING

Sub-Contractors

- 7.1 Where a sub-contracting approach is proposed, tenderers will be required to provide relevant information regarding such arrangements.
- 7.2 Tenderers should be aware that where the use of significant sub-contractors is proposed, any changes to such sub-contracting arrangements may constitute a material change and therefore may affect the ability of the tenderer to proceed with the procurement or to provide the services. Therefore, if any of these circumstances' changes in a material way prior to the award of a contract, the tenderer is required to inform F4AF immediately. F4AF reserves the right to review a tender in light of any such change and to de-select the tenderer prior to award of any contract, based on an assessment of the updated circumstances.
- 7.3 In accordance with Regulation 63 of the PCR, in certain circumstances and with the express approval of F4AF, tenderers may rely on certain of their sub-contractors in order to meet the Selection Criteria. Where such an approach is taken:
- such sub-contractors shall become significant sub-contractors;
 - F4AF may require certain submissions/responses to be made by such sub-contractors as part of the tender; and
 - where permissible in accordance with the PCR, F4AF reserves the right to require that such sub-contractors become jointly and severally liable with the tenderer for the execution of any contract awarded.

8. WARNING AND DISCLAIMERS

- 8.1 While the information contained in this tender documents is believed to be correct at the time of issue, please note that F4AF will not accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.
- 8.2 This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this tender documents (including any schedules and/or appendices hereto, or any documents referred to within) and in respect of any other written or oral communication transmitted (or otherwise made available) to any tenderer.
- 8.3 This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of F4AF.

9. DEFINITIONS

9.1 The following definitions apply to the Instructions for tenderers and the submission/tender document(s)

Defined Term	Definition
Award Criteria	Means the quality and/or price criteria linked to the subject-matter of the agreement as outlined in this document which determine the Most Economically Advantageous Tender from the point of view of F4AF
Clarification Deadline for Interested Parties	Means the deadline published in the procurement timetable for the final receipt of queries and clarifications from Interested parties
Consensus Approach	Means the approach taken for evaluation whereby each panel member will evaluate a tender response and allocate an initial score individually. These individual scores are then presented at an evaluation meeting and discussed by the evaluation panel in order to agree a consensus score.
Consortium or Consortia	Means a group of two or more economic operators (as the term is defined in the PCR) acting jointly for the purposes of being awarded a position on the agreement in accordance with PCR, reg. 19. For the avoidance of doubt, for the purposes of this ITT, reference to consortia/a consortium shall include a joint venture company, partnership or other legal entity already established or to be established by two or more economic operators or two or more economic operators acting together for the purposes of the contract agreement (for example, an unincorporated joint venture).
Economic and Financial Standing Requirements	Mean the requirements outlined in the Selection Questionnaire for the purposes of demonstrating that a tenderer has adequate financial viability for the service(s) tendered for.
Economic Operator	Means any person or public entity or group of such persons and entities including any temporary association of undertakings, which offers the execution of works or a work, the supply of products or the provision of services on the market
Electronic Tendering System or ETS or Market Dojo	Means F4AF's e-tendering system (being at) https://market.dojo
Evaluation Criteria	Means the combined selection and award criteria as outlined in the procurement documents
Evaluation Panel	Means the panel of individuals responsible for evaluating the tenders received for and on behalf of F4AF
F4AF	Means Fair 4 All Finance Limited
Facilitator	Means the non-scoring invigilator for the Evaluation Panel who will oversee the evaluation process to ensure that an accurate formal record of the Evaluation Panel's scores and

	assessment of the strengths and weaknesses of each tender is prepared.
Instructions and Information to Tenderers or ITT	Means this document.
Interested Party/ Parties	Means the economic operators who have expressed an interest in tendering for this contract agreement
Messaging Function	Means the communication tool between Buyer and Supplier of the e-tendering portal, Market Dojo.
Party/ Parties	'Parties', may mean a person, sole proprietor, partnership, limited liability partnership, company, body corporate, unincorporated association, joint venture, cooperative, trust or any other legal entity. In the case of a tenderer who has submitted a tender as a consortium, the term 'party' or 'parties' is used to refer to each member of the consortium comprising the tenderer.
PCR	Means the Public Contracts Regulations 2015 as amended, extended, consolidated, or re-enacted from time to time.
Price Award Criteria	Has the meaning set out in section 5 of this ITT
Quality Criteria	Has the meaning set out in section 5 of this ITT
Response	Means each response in the Tender Submission Document(s).
Selection Criteria	Means the information required by F4AF in accordance with Regulation 58 of the PCR.
Selection Questionnaire or Standard Selection Questionnaire	The questionnaire forming part of the tender submission document to determine suitability using the selection criteria set out by F4AF in accordance with Regulation 58 of the PCR
Significant Sub-Contractor	Means any sub-contractor/proposed sub-contractor to the tenderer: (a) who is engaged or will be engaged to perform more than 25% of the Services; and/or (b) on whom the tenderer relies to pass the Selection Criteria.
Specification	Means the specification document relating to this procurement (see Document 2).
Tender Submission Document(s)	Means the template document(s) comprising the completed and submitted responses by a tenderer.
Submission Deadline	Has the meaning set out in section 2.1
Supplier	Means supplier/service provider/contractor dependent on the subject matter of the contract
Tender	An offer including a completed tender submission document submitted by a tenderer in response to and in accordance with this ITT
Tender documents	Has the meaning set out in paragraph 2.3 of this ITT.
Tenderer	Means a party (or interested parties or consortium) that submits a tender
Tenderer Submission Document	Means the document(s) relating to this procurement to be returned following completion by the tenderer.