



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

**TENDER FOR THIRD PARTY PENSION
ADMINISTRATION SERVICES**

**VOLUME 1
INVITATION TO TENDER**

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SECTION ONE – GENERAL INFORMATION

1 INTRODUCTION

- 1.1 This Invitation to Tender (ITT) is issued simultaneously to all organisations invited to tender and is made available electronically on the Council's procurement portal, CapitalESourcing. Tenderers should read the Tender Documents as soon after receipt as possible.
- 1.2 The London Borough of Hammersmith and Fulham (the "Council") is inviting tenders from suitably experienced and qualified contractors for the provision of Third Party Administration Services in accordance with the Specification at Volume Two (the "Services").
- 1.3 The Contract Period is for six months (6) commencing no later than 2 January 2021. The Council is seeking a Tenderer with relevant experience of LGPS administration, as further detailed within the Specification.
- 1.4 Unless otherwise indicated, all words and expressions used in this ITT with an initial capital letter shall have the meanings set out in the Draft Contract at Volume Three except to the extent that any terms are defined in Appendix One (Glossary of Terms) to this ITT.
- 1.5 The award of the Contract will be based upon the most economically advantageous tender evaluated in accordance with the methodology set out in Appendix 1 to this ITT.

2 TENDERING TIMETABLE

- 2.1 To ensure that the evaluation and award process is completed and the Contract executed prior to the Commencement Date, the Council has set the following Tendering Timetable. The Council reserves the right to amend the Tendering Timetable.

Activity	Deadline Date (and Time)
Invitation to Tender (ITT) and Tender Documents issued:	20/11/2020
Closing date and time for submission of Tenderers' Clarification Questions: (" ITT Clarifications Deadline ")	30/11/2020, 12:00 pm
Answers to Tenderers' Clarification Questions circulated to all Tenderers by:	1/12/2020, 17:00 (5:00 pm)
Closing date and time for receipt of Tenders: (" Tender Submission Deadline ")	7/12/2020, 12:00 pm
Notification of proposed award of Contract:	18/12/2020
Estimated Go-Live Date for Contract on or around: (" Commencement Date ")	on or around 2/01/2021

3 RIGHT TO CANCEL OR VARY THE PROCESS

- 3.1 The Council reserves the right:
- 3.1.1 to abandon the tender process at any stage;
 - 3.1.2 not to award a contract;
 - 3.1.3 to award the Contract in whole or in part;
 - 3.1.4 to reject any Tender, at any time, subject to relevant legislation;
 - 3.1.5 to require a Tenderer to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/or
 - 3.1.6 to amend this ITT.

4 TENDER DOCUMENTS

- 4.1 The Tender documents comprise four volumes and supporting documentation and together are the "Tender Documents".
- 4.2 **Volume One: this Invitation to Tender (ITT)**
- 4.2.1 This Volume One sets out the Council's requirements for the Services and how the tendering process will be conducted to enable the Council to award a Contract. This ITT also sets out the details on the form and content of Tenders, the Tendering Timetable, other administrative arrangements for the tendering process and the commercial terms on which the Council will contract in due course with the Successful Tenderer.
- 4.3 **Volume Two: Specification**
- 4.3.1 **Description of the Services:** The Specification at Volume Two sets out the Council's requirements for the provision of the Services.
 - 4.3.2 **Pricing:** The Successful Tenderer will be required to fill in the pricing schedule set out in the Commercial Envelope to provide the Services.
- 4.4 **Volume Three: Draft Contract**
- 4.4.1 The Draft Contract is included as part of the Tender Documents in Volume 3 of this ITT.
 - 4.4.2 The Council will not accept changes to the Draft Contract and intends to enter into the Contract with the successful Tenderer on the terms set out in Volume 3.
 - 4.4.3 Mark-ups of Contract are not invited. If any Tenderer does submit any mark-ups or includes in its Tender any statements which indicate that the Tenderer does not accept any or all of the terms of the Draft Contract, the Council may reject that Tender.
- 4.5 **Volume Four: Response Document**
- 4.5.1 The Response Document sets out the forms to be completed by the Tenderers.

SECTION TWO – INSTRUCTIONS TO TENDERERS

5 FURTHER INFORMATION AND ENQUIRIES

Clarification Questions

- 5.1 The ITT Documents should provide all the information required at this stage. However, Tenderers are free to ask questions or seek clarification as appropriate to enable them to complete their Tender.
- 5.2 Before the ITT Clarifications Deadline, a Tenderer is able to submit Clarification Questions through the Messages feature within the capitalESourcing Portal, accessed via the 'Messages' link. This should be used for all queries and requests for clarification regarding the procurement as it provides an effective and auditable trail. A Tenderer's queries will be secure and cannot be seen by any other Tenderers. The Council will publish the questions and the response, in a suitably anonymous form, via the Messages tool to all Tenderers before the closing date for the submission of Tenders.
- 5.3 Tenderers must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Tenderer submitting the question. If the Council does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered. If a question is not withdrawn, the response will be issued to all Tenderers.
- 5.4 The ITT Clarifications Deadline is provided at the Tendering Timetable in paragraph 2.1 of this ITT.

6 NOTIFICATIONS

- 6.1 Information will be added to the Portal throughout the procurement process as necessary.
- 6.2 Although an email alert will normally be issued to prompt Tenderers to log on to the system when a communication is issued, Tenderers should note that it is their responsibility to review all previous questions and answers that have been asked and answered as well as any additional information that might be posted on the Portal from time to time. Therefore, it is recommended that Tenderers regularly check the Portal and keep their email addresses up to date.

7 RESPONSE ENVELOPES AND THE TENDER

- 7.1 Tenderers are invited to submit one compliant Tender. Variants are not permitted and will be rejected. A variant submission will be considered non-compliant and not substantially complete for the purposes of the compliance checks.
- 7.2 Within the ITT on the capitalESourcing Portal there are three electronic 'Response Envelopes' for the Tenderer to complete and submit as part of its Tender:
 - 7.2.1 the Qualification Envelope
 - 7.2.2 the Technical Envelope; and
 - 7.2.3 the Commercial Envelope.
- 7.3 **The Qualification Envelope:**
- 7.4 The Qualification Envelope contains the following documents:
 - 7.4.1 Form of Tender;
 - 7.4.2 Bona Fide Tendering and Anti-Collusion Certificate;

- 7.4.3 [Confidentiality Undertaking¹;
- 7.4.4 If relevant, the Schedule of Confidential Information should be completed (please refer to paragraph 0 below).
- 7.4.5 Collateral Warranty (only relevant if the Tenderer is appointing a Significant Sub-contractor(s) the Collateral Warranty must be duly executed by the Significant Sub-contractor(s).
- 7.4.6 the **suitability assessment questions** that Tenderers must have in order to provide the Services in terms of:
 - 7.4.6.1 suitability to pursue the professional activity;
 - 7.4.6.2 economic and financial standing; and
 - 7.4.6.3 insurance held.
- 7.5 The Form of Tender, Bona Fide Tendering and Anti-Collusion Certificate and [Provision of Staffing Information Deed of Undertaking and Agreement²] must be signed by the Tenderer/Lead Tenderer and all members of a Group (and where relevant all Significant Sub-contractors):
 - 7.5.1 where the Tenderer is a partnership, by two duly authorised partners;
 - 7.5.2 where the Tenderer is a company, by two directors or by a director and the secretary of the company or by a director and a witness who attests the signature, such persons being duly authorised for the purpose;
 - 7.5.3 where the Tenderer is an individual, by that individual;
 - 7.5.4 where the Tenderer is a trust, by two duly authorised persons.
- 7.6 The **Technical Envelope**
 - 7.6.1 There are a series of Method Statements which Tenderers are required to submit – see the Response Document which sets out the instructions in relation to the Method Statements. Tenderers are required to set out in these Method Statements how they will perform the Services in accordance with the Specification and the Contract and how they will work with the Council to deliver best value in the performance of the Contract. These should be included in the Technical Envelope.
 - 7.6.2 The Tenderer must ensure that the Method Statements are sufficiently detailed and the finalised Method Statements will be incorporated into the Contract and will form part of the successful Tenderer's contractual commitment to the Council.
 - 7.6.3 Responses to these Method Statements will be evaluated in accordance with the Qualitative Award Criteria, as set out in Appendix 2 to this ITT.
- 7.7 The **Commercial Envelope**
 - 7.7.1 The Tenderer shall complete all sections of the Commercial Envelope.
 - 7.7.2 All prices and rates requested in the Commercial Envelope shall be inclusive of all disbursements and any other costs or expenses necessary for the proper performance of the Services and include for all Tenderer risks under the Draft Contract. All prices and rates shall be exclusive of Value Added Tax. The Council shall not pay any sum or sums other than those set out in the Pricing Document.

¹ Delete if TUPE does not apply

² Only applicable if staff information is to be provided in which case a confidentiality undertaking is required.

- 7.7.3 The Tenderer shall include in its Tender, details of all information or assumptions that it has taken into account in relation to the submission of its Tender which must in any event be in accordance with the requirements, conditions and stipulations of this ITT.
- 7.7.4 In addition, the Tenderer shall give further written details and information as may reasonably be requested by the Council.

7.8 General Instructions:

- 7.8.1 Tenders should contain all of the information required on the Portal. Where a word limit is set Tenderers shall ensure that their response is within the maximum word count indicated. The Council will disregard any part of a response to a question which exceeds a specified word limit.
- 7.8.2 Responses should be self-contained and not cross-referenced to any other responses.
- 7.8.3 Generic and promotional material should not be included.
- 7.8.4 Tenderers should ensure that their Tender is complete when submitted and that all accompanying documentation is provided. Incomplete Tenders may be rejected.
- 7.8.5 Tenders received after the Deadline or otherwise not in accordance with the submission instructions will be rejected.
- 7.8.6 Each section of the Tender shall:
 - 7.8.6.1 be saved as individual documents in Microsoft Word in Calibri type face and 11 font size or excel format and any drawings should be in pdf (Adobe PDF reader version 8.2.1 or below);
 - 7.8.6.2 have the name of the Tenderer and the section and sub-section reference clearly indicated at the top each page of the Tender;
 - 7.8.6.3 be submitted in English; and
 - 7.8.6.4 price and financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

8 RETURN OF TENDERS

- 8.1 Tenderers are required to submit their completed Response Envelopes through the Portal. For the avoidance of doubt, this shall include the submission of:
 - 8.1.1 Qualification Envelope;
 - 8.1.2 Commercial Envelope; and
 - 8.1.3 Technical Envelope.
- 8.2 Use of the Portal does not require the purchase of high specification IT equipment or connections, or high-level personal IT skills/capabilities. Tenderers are advised to complete their Response Envelopes in advance of the Tender Submission Deadline (as provided at the Tendering Timetable in paragraph 2.1 of this ITT) to allow time to request guidance where it is required. It is the responsibility of Tenderers to ensure they are familiar with the system and allow sufficient time for finalising their completed Response Envelopes.
- 8.3 The Council is not responsible for inaccurate or incomplete contact information input into the Portal by Tenderers. It is the responsibility of a Tenderer to ensure that the contact information they have entered for their organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this procurement may not be received by a Tenderer should the contact

information be inaccurate. If at any stage a Tenderer needs to update the contact information held for their organisation this can be achieved by submitting it via the Portal. The Council is under no obligation to respond to/follow up on 'out of the office' responses received from a Tenderer and so Tenderers will need to make appropriate arrangements to deal with absences. For any technical advice or assistance relating to the e-tendering system if for any reason the Portal is not available, please contact the capitalEsourcing helpdesk between 8.00am and 6.00pm Monday to Friday on 0800 368 4850 (or +442033496601 if outside the UK) or email help@capitalesourcing.com. This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this procurement should be submitted via the Portal.

- 8.4 All aspects (documents/attachments/responses) of completed Responses Envelopes must be submitted electronically via the Portal. Once the completed Response Envelopes have been submitted a pop-up box will appear notifying the Tenderer. **The Tenderer is not permitted to return by email any part of the completed Response Envelopes. Any attempt to email any part of the completed Response Envelopes may result in the Tender being disqualified.**
- 8.5 All duly completed Response Envelopes must be submitted via the Portal by the Tender Submission Deadline (as provided at the Tendering Timetable in paragraph 2.1 of this ITT). Tenderers are advised to allow plenty of time to submit their completed Response Envelopes onto the Portal as this will take some time to complete and the Council reserves the right to disqualify and not evaluate any completed Response Envelopes submitted after the Tender Submission Deadline.
- 8.6 All Forms of Tender submitted by Tenderers must remain valid and open for acceptance by the Council for a period of six months.

SECTION THREE – EVALUATION

9 TENDER EVALUATION AND AWARD PROCEDURE

- 9.1 As set out in Appendix Two (Tender Evaluation and Award Criteria), Tenderers will be assessed according to the following criteria:
- 9.1.1 **Suitability Assessment Questions** – These are questions which assess Tenderers' suitability to provide the Services. All Tenderers must be able to show their suitability (Questions in Technical Envelope on the Portal);
 - 9.1.2 Quality – 50% (Questions in Technical Envelope on the Portal);
 - 9.1.3 Price – 50% (Questions in Commercial Envelope on the Portal).
- 9.2 The award criteria (including any sub-criteria), weightings (including any sub-weightings), and detailed scoring mechanism for both Price and Quality are set out in full in Appendix Two (Tender Evaluation and Award Criteria), to this Volume One ITT.
- 9.3 The Council shall not be bound to award the Contract to the Tenderer with the lowest price structure.
- 9.4 The Council reserves to itself the right in its absolute discretion:
- 9.4.1 to award the Contract to the Tenderer who submits the most economically advantageous tender in accordance with the criteria set out in Appendix Two (Tender Evaluation and Award Criteria); or
 - 9.4.2 to award the Contract in whole or in part; or
 - 9.4.3 not to award the Contract.
- 9.5 Where information or documentation to be submitted by Tenderers is or appears to be incomplete or erroneous, or where specific documents are missing, the Council reserves the right at its absolute discretion to request Tenderers to submit, supplement, clarify or complete the relevant information or documentation within a time limit to be given.
- 9.6 The Council reserves the right to reject without further discussion any Tender which does not meet the Compliance Standards.
- 9.7 The Council intends to award the Contract on the basis of the Tender that represents the most economically advantageous offer to the Council. Tenders shall be evaluated in accordance with the evaluation methodology set out in Appendix Two (Tender Evaluation and Award Criteria).

10 ACCEPTANCE OF TENDER

- 10.1 Any acceptance by the Council of a Tender shall be notified to the Successful Tenderer in writing by the Council (the "Acceptance Letter"). Until the execution of the formal Contract referred to in paragraph 11.1 below, a Successful Tender (including any agreed amendments in writing), together with the Council's Acceptance Letter, shall form a binding agreement between the Council and the Successful Tenderer on the terms set out in the Tender Documents.
- 10.2 The Successful Tenderer will be required to commence the provision of the Services on 2 January 2021 (or such other date to be advised) being the Commencement Date.

11 THE CONTRACT

- 11.1 The Successful Tenderer will be required to execute a formal contract which embodies the terms of all the Tender Documents. The Contract will be executed as a deed, except where the value is less than £100,000, where the Contract may, at the Council's discretion, be signed under hand.
- 11.2 The Successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Council.
- 11.3 The Successful Tenderer shall be liable for any loss or damage incurred by the Council if the Services cannot commence on the Commencement Date as a result of the Successful Tenderer's failure to execute the Contract properly.

SECTION FOUR: CONDITIONS OF TENDERING

12 CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER

12.1 Sufficiency of information

12.2 The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the Tender Documents and shall in any event be deemed to have done so before submitting its Tender.

12.3 The Tenderer will be deemed for all purposes connected with the Tender Documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services (in the context of and as described in the Service Specification) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its Tender.

12.4 Costs and expenses

12.5 All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.

12.6 The Tenderer shall have no claim whatsoever against the Council in respect of such costs and in particular (but without limitation) the Council shall not make any payments to the Successful Tenderer or any other Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Tender documents) no compensation or remuneration shall otherwise be payable by the Council to the Successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the Successful Tenderer or otherwise.

13 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

13.1 Subject to paragraph 13.3, the Tender Documents and all other documentation issued by the Council relating to the Contract shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender.

13.2 The copyright in all the documents that constitute the Contract shall vest in the Council and all such documents and all copies thereof are and shall remain the property of the Council and must be returned to the Council upon demand.

13.3 The Council may disclose detailed information relating to any Tender to the Council's members, directors, officers, employees, agents or advisers and they may make the Tender documents available for private inspection by the Council's members, directors, officers, employees, agents or advisers.

14 SUB-CONTRACTING

14.1 Tenderers must be able to satisfy the Council as to their ability to perform the Services in accordance with the Contract. Nevertheless, the Council will consider proposals from the Tenderer for part of the Services to be performed by sub-contractors provided that:

14.1.1 the proposed part of the Services and the sub-contractors are approved by the Council which may include the prior approval of the terms of the sub-contractor's appointment or contractual arrangements to be entered into between the Tenderer and any such sub-contractor; and

14.1.2 upon request by the Council, the Tenderer procures a collateral warranty (in a form approved by the Council) from the proposed sub-contractors to the Council in respect of the performance of the relevant part of the Services.

14.2 Tenderers should also refer to the Draft Contract as they relate to sub-contracting.

15 AMENDMENTS TO ITT DOCUMENTS

15.1 The Council reserves the right to issue amendments or modifications to the ITT Documents during the ITT period.

15.2 Any such amendments will be issued to all Tenderers simultaneously (via Portal or directly) and Tenders will be assumed to take such amendments, and any modifications or amendments arising from the ITT, into account.

16 FREEDOM OF INFORMATION ACT 2000

16.1 The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") make provision for the disclosure of information held by public authorities or by persons providing services for them. The Law provides that anyone can ask the Council for any information and, unless an exemption applies, the information must be supplied. This means that all the information that a Tenderer provides to the Council under this tendering process will be subject to the FOIA/EIR disclosure provisions.

16.2 If a Tenderer believes that any of the information contained in its Tender, or otherwise supplied to the Council as part of this tendering process, is either confidential, commercially sensitive or constitutes a trade secret it should make a statement to that effect in a schedule to its Tender (marked "FOIA/EIR Schedule"), with a brief description of each item of information affected and the reason why it has included that information in the schedule. It is the Tenderer's responsibility to keep this schedule updated as the tendering process progresses, for example where further information is elicited from Tenderers through Clarification Questions.

16.3 Tenderers should appreciate that the simple marking of information with words such as "commercial in confidence" only has the effect of identifying to the Council that an exemption could potentially apply under the FOIA/EIR. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of information or whether release "would be likely to prejudice" the company's interests.

16.4 Tenderers are advised to read the Code of Practice issued by the Department for Constitutional Affairs under Section 45 of the FOIA, which gives guidance to public authorities on the handling of requests for information the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at the Ministry of Justice website.

16.5 If the Council receives a request under the FOIA/EIR which involves information listed in the FOIA/EIR Schedule in a Tenderer's Tender, then the Council will use its reasonable endeavours to consult the Tenderer prior to making a final determination as to how to deal with the request. However, the Council has a very limited time in which to decide whether or not information can be released, so it is imperative that Tenderers ensure that the Council has up-to-date contact details and that the contact is able to respond to a request quickly.

16.6 Tenderers should bear in mind that the listing by them of information in an FOIA/EIR Schedule cannot provide an automatic guarantee that the Council will not disclose such information (or the fact that it holds it) since the Council cannot fetter the application of the FOIA/EIR.

17 NON-CONSIDERATION OF TENDER

- 17.1 The Council may in its absolute discretion refrain from considering any Tender if:
- 17.1.1 it is not in accordance with this ITT and all other instructions issued by the Council during the Tender Period; and/or
 - 17.1.2 the Tenderer does not submit a Tender for the provision of the whole of the Services.

18 COUNCIL'S RIGHT TO REJECT OR ABANDON

- 18.1 The Council has not made, and will not make, any agreement or representation that a contract shall be offered in accordance with this ITT and the publications of this ITT in no way commits the Council to award any contract pursuant to any tendering process for this Contract.
- 18.2 The Council is not committed to any course of action as a result of issuing this ITT or conducting discussion with Tenderers in respect of it or any other communication between the Council and any other party. In particular, Tenderers should note that the Council, in its absolute discretion reserves the right at any time:
- 18.2.1 to disqualify any Tenderer who makes material changes to any aspect of its Tender unless requested to do so by the Council or unless substantial justification can be provided to the satisfaction of the Council;
 - 18.2.2 to reject any Tender that makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Conditions of Contract, the Specification or the Schedules except where a variation or alteration is expressly invited or permitted by the Council in writing prior to submission of the Tender;
 - 18.2.3 to reject any Tender that does not provide for the whole of the Services except where the tender for part of the Services is expressly invited or permitted by the Council in writing;
 - 18.2.4 to seek clarification of any aspect of Tenderer's Tenders;
 - 18.2.5 to amend or add to its requirements relating to the submission of Tenders and/or in relation to the Contract generally;
 - 18.2.6 to extend or vary the procurement timetable or process including without limitation to introduce further stages in the process;
 - 18.2.7 to reject any Tender;
 - 18.2.8 to accept any Tender either in whole or in part or parts;
 - 18.2.9 not to accept the lowest priced Tender; and
 - 18.2.10 to discontinue and/or recommence the procurement for the Contract and not to enter into any contract.

19 NON-COLLUSION AND CANVASSING

- 19.1 The Council reserves the right to reject any Tender submitted by a Tenderer in respect of which the Tenderer:
- 19.1.1 discloses to any third party prices shown in its Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
 - 19.1.2 enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other tenderer in its Tender; and/or

- 19.1.3 fixes prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender; and/or
 - 19.1.4 has submitted a price for the provision of the Services which is abnormally low; and/or
 - 19.1.5 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenderer or any other person's proposed Tender any act or omission; and/or
 - 19.1.6 in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; and/or
 - 19.1.7 or any employee or agent of it has in relation to this procurement committed any act which is an offence under the Enterprise Act 2002; and/or
 - 19.1.8 has directly or indirectly canvassed any member or official of the Council concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tenderer or Tender submitted by any other tenderer; and/or
 - 19.1.9 has done anything improper to influence the Council during the Tender period; and/or
 - 19.1.10 has failed to use the English language; and/or
 - 19.1.11 has failed to return the Response Envelopes fully completed and signed; however the Council may request Tenderers whose information or documents appear to be incomplete or erroneous or where specific documents are missing to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.
- 19.2 The Council also reserves the right to reject a Tender:
- 19.2.1 from a Tenderer if another Tenderer has to the knowledge of the first named Tenderer named that first named Tenderer as a sub-contractor;
 - 19.2.2 from a Tenderer if that Tenderer has named as sub-contractor another person who to the knowledge of the first named Tenderer has submitted or intends to submit a Tender;
 - 19.2.3 from a group company of another Tenderer;
 - 19.2.4 from a person who is a member of a partnership or consortium which has submitted or intends to submit a Tender; or
 - 19.2.5 from a Tenderer where the Council believes that there has been any form of co-operation or collusion with another Tenderer.
- 19.3 For the avoidance of doubt any non-acceptance or rejection in accordance with paragraphs 20, 19.1 and 21.2 above shall be without prejudice to any other civil remedies available to the Council or any criminal liability that such conduct by a Tenderer may attract.

20 TENDERER'S WARRANTIES

- 20.1 In submitting a Tender the Tenderer warrants, represents and undertakes to the Council that:
- 20.1.1 it has not done any of the acts or matters referred to in paragraph 19 above and has complied in all respects with this ITT;

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

21 ANNOUNCEMENTS

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

APPENDIX ONE: GLOSSARY

Term or Abbreviation	Definition
Clarification Questions	shall mean the questions asked by Tenderers to enable them to complete their Tender;
Commencement Date	the anticipated start date of the Contract as provided at the Tendering Timetable, as may be amended in accordance with paragraph 2.1 of this Volume 1 of the ITT;
Contract Period	shall mean the period as stated at paragraph 1.3;
Draft Contract	shall mean the contract provided at Volume Three of this ITT;
Group	means a consortium of economic operators;
ITT	shall mean this invitation to tender as issued;
Law	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body with which the Party is bound to comply;
Lead Tenderer	means where a Tenderer intends to act jointly in submitting a Tender and the participating organisations identified a Lead Tenderer;
PCR	the Public Contracts Regulations 2015 (as amended from time to time);
Portal	means the capitalEsourcing e-tendering hosted at www.capitalesourcing.com . Tenderers can register for free and are encouraged to register a generic email account rather than a person based account in case of staff changes;
Pricing Document	shall mean the pricing information uploaded to the Portal as part of the Commercial Envelope;
Prime Contractor	means a Lead Tenderer of a Group which intends that only the Lead Tenderer will enter a Contract with the Council and the other members of the Group will participate as Significant Sub-contractors;
Response Envelopes	shall mean together the Qualification Envelope, Commercial Envelope and Technical Envelope;
Services	the services to be provided by the Successful Tenderer to the Council under the Contract, as described in the Specification;

Term or Abbreviation	Definition
Significant Sub-contractor	means a member(s) of a Group that would not enter the Contract with the Council but would rather participate as a sub-contractor(s) to the Prime Contractor;
Specification	the Specification is included in Volume Two and sets out the Council's required outcomes and standards for the Services to be provided;
Successful Tenderer	the party which ultimately enters into the Contract with the Council as a result of this procurement process;
Tender	the offer submitted by a Tenderer in response to this ITT;
Tender Period	shall mean the period from the date the ITT and Tender Documents are issued until the Commencement Date;
Tenderer	each of the organisations to whom this ITT is issued;
TUPE	shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) .

APPENDIX TWO: TENDER EVALUATION AND AWARD CRITERIA

1 EVALUATION METHODOLOGY

- 1.1 This part of the ITT provides guidance on the methodology that will be used for the evaluation of the Tenders.
- 1.2 The Council will award the Contract to the most economically advantageous Tender based on a combination of Price and Quality. This Appendix Two sets out and explains how that evaluation will be carried out.

2 SUITABILITY ASSESSMENT QUESTIONS

- 2.1 As part of the Council's assessment of Tenderers' suitability for the Services, Tenderers are required to provide responses to the suitability assessment questions which are included in the Technical Envelope on the Portal. If a Tenderer fails to respond to any of these questions the Tenderer shall be considered non-compliant and will be rejected.

2.2 Financial Standing

- 2.2.1 The Successful Tenderer must be of sound financial standing so as not to place public money or the Services at an unacceptable risk. Accordingly, the Council will undertake the following financial tests of all Tenderers.
- 2.2.2 The Council will obtain a credit report from CreditSafe – a third party credit agency – in order to evaluate the Tenderer's financial viability and suitability to perform the Contract. If no reports and accounts are available through CreditSafe, Tenderers will be asked to provide additional information to evidence their financial standing to the Council.
- 2.2.3 Tenderers who cannot demonstrate a CreditSafe Threshold score of 50 or above are considered to place an unacceptable risk on the Services and/or place public money under unacceptable risk and accordingly any such Tenderer will be considered not suitable to be awarded the Contract and will be rejected.

2.3 Experience

- 2.3.1 Tenderers should set out three examples from within the last three years which demonstrate their experience to provide similar services as the Services under this Contract.
- 2.3.2 If a Tenderer is unable to provide evidence of such experience that Tenderer will be considered not suitable for the award of the Contract.

2.4 Insurance

- 2.4.1 As a condition of the Contract, the Tenderer will be required to hold the following insurance:
 - i Public Indemnity Insurance - £5,000,000;
 - ii Employer's Liability Insurance - £5,000,000
 - iii Professional Indemnity Insurance - £5,000,000.

2.4.2 Tenderers should confirm whether they have, or can commit to obtain prior to the commencement of the Contract the above levels of insurance.

2.4.3 Tenderers who do not have the above levels of insurance cover or cannot commit to obtain the insurance will be considered not suitable for the award the Contract and will be rejected.

3 QUALITY 50 % (TECHNICAL ENVELOPE ON PORTAL)

3.1 Quality will be assessed on the basis of a Tenderer's written submissions in the Technical Envelope. Each Tender will be considered initially by individual members of the evaluation team against each of the evaluation areas set out below in Table 3 (Scoring Scale for Quality Criteria). Each award criteria has a sub-weighting (Tier 2) to ensure its relative importance is reflected in the overall scores.

3.2 Tenderers' Quality responses will comprise Method Statements describing their detailed proposals for their performance of the Services in accordance with the Specification and the Contract and how they intend to work with the Council to deliver best value in the performance of the Contract. Tenderers shall ensure that their Method Statements are sufficiently detailed and (subject to approval by the Council) the finalised Method Statements will be incorporated into the Contract and will form part of the Successful Tenderer's contractual obligations to the Council.

3.3 The Method Statement requirements and the relative sub-weightings are set out in Table 2 below:

Table 2 – Evaluation Criteria					
Tier 1 ³	Tier 1 Weighting %	Tier 2	Tier 2 Weighting %	Tier 3	Tier 3 Weighting %
A. QUALITY	50%	Quality Offered	50%	Please submit a proposal explaining how you will design and deliver the backlog services project. Please make reference to the following areas, in accordance to the project specifications: -Timelines -KPI's -Contract Management (i.e. relationship with LBHF) -Data storage / data protection (including GDPR)	100%
		Service Fit	50%	Value Added Services - Please provide a brief description of services you currently offer to your LGPS clients which are optional and Value Added.	50%
				Innovation - How you demonstrate your ability for product innovation in delivering solutions to LGPS Funds .	50%

³ Complete this table

- 3.4 Groups are referred to Appendix Four (Tendering Organisations) of this ITT. The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of the Group.

4 SCORING SCALE

- 4.1 The scoring scale is set out in Table 3 (Scoring Scale for Quality Criteria) below. Each response to the Tier 2 Quality criteria will be marked out of a possible score of 5, with 0 (unacceptable) being the lowest and 5 (excellent) being the highest. The scoring will be based on the general principles and descriptions shown in Table 3 below.
- 4.2 Tenderers should note that a Tender must score 3 or above for each of the criteria otherwise it will be rejected.

Table 3 – Scoring Scale for Quality Criteria		
Score	Rating	Criteria for Awarding Score
0	Unacceptable (fail)	The information is omitted/no details provided, or irrelevant answer provided.
1	Poor (fail)	The Council has serious reservations that the Tenderer understands the requirement in the question. The proposal provides very limited evidence and assurance that the relevant aspect of the service would be delivered to the expected standard and there are serious doubts about aspects of the response.
2	Fair	The submission is superficial and generic in its scope. The Council has some reservations that the Tenderer understands the requirement in the question. The proposal provides some limited evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
3	Satisfactory	The Council is reasonably confident that the Tenderer understands the requirement in the question and the proposal provides some satisfactory evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
4	Good	The submission is robust and well documented. The Council is confident that the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the service or requirement would be delivered to a good standard.
5	Excellent	The proposal is innovative and adds value. The Council is completely confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspects of the service or requirement would be delivered to an excellent

Table 3 – Scoring Scale for Quality Criteria		
Score	Rating	Criteria for Awarding Score
		standard.

4.3 Following any clarifications regarding the Tender, Members of the evaluation team will meet and will consider each Tender and a consensus on scoring for each Tenderer's responses to the award criteria will be reached.

4.4 Each score for a Quality criterion will be multiplied by the relevant sub-weighting to arrive at a weighted score for that criterion. Weighted scores will be added together to produce a total Tier 2 weighted score which is then multiplied by the overall Quality weighting of 50% to calculate the total score for Quality.

5 PRICE 50% (COMMERCIAL ENVELOPE IN CAPITALE SOURCING)

5.1 Tenderers are required to complete the Pricing Tables below.

B. PRICE	50%	Frozen refunds	25%
		Refunds	25%
		Deferred members	25%
		Aggregations	25%

5.2 The Price evaluation is divided into four parts:

5.2.1 The evaluation of the price for the frozen refunds

5.2.2 The evaluation of the price for the refunds

5.2.3 The evaluation of the price for the deferred members

5.2.4 The evaluation of the price for the aggregations

5.3 The Price for each section for each Tenderer shall be ranked, in reverse order, lowest first:

i The Tenderer with the lowest price per section will be awarded the maximum percentage available for this Tier 2 criterion (25%).

ii. All of the other Tenderer's prices will be awarded percentage points based on the relationship between their price and the lowest overall tendered price for the section in accordance with the following formula to arrive at a score to one decimal point:

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

Where:

A = the lowest submitted Tender Sum of all Tenders

B = the total Tender Sum submitted by Tenderer

C = the maximum percentage score for Price

X = the score for Price

Worked example:

Using a notional figure for illustrative purposes only of £60,000 for the lowest Tender price and a percentage weighting of 40% for Price. Using the formula set out in paragraph 5.1 above the lowest Tender price would be awarded a score of 40% for the Price evaluation and each other Tenderer would be scored as follows:

TENDERER	PRICE	SUM	SCORE FOR PRICE
1	£60,000 (A)	$(60,000 \div 60,000) \times 60$	40%
2	£70,000 (B)	$(60,000 \div 70,000) \times 60$	34.3%
3	£80,000 (B)	$(60,000 \div 80,000) \times 60$	30%
4	£90,000 (B)	$(60,000 \div 90,000) \times 60$	26.7%

- 5.4. The Total score for the Commercial Envelope will be the weighted sum of the price submission for each section.

6 COMPILATION OF PERCENTAGES AWARDED FOR QUALITY AND PRICE

- 6.1 The percentages awarded to each Tender for the Price (Commercial Envelope) and Quality (Technical Envelope) elements of the evaluation are added together to arrive at the most economically advantageous Tender i.e. the Tender with the highest total percentage awarded. Provided that Tenderer also passes the suitability assessment set out at Paragraph 2 of this Appendix Two, that Tenderer will be awarded the Contract.
- 6.2 The Council reserves the right to seek clarification from Tenderers concerning any aspects of their Tenders. In addition the Council reserves the right (at its absolute discretion) to invite all Tenderers to submit second or subsequent round Tenders, subject to compliance with transparency and equal treatment principles.

APPENDIX FOUR – TENDERING ORGANISATIONS

1 TENDERING ORGANISATIONS INSTRUCTIONS

- 1.1 Tenderers **MUST** be clear in their submissions as to whether they are following a Group approach and whether they will be participating by way of a Prime Contractor/Significant Sub-contracting arrangement or other. Tenderers should also be aware that if they are evaluated as a Group, the Council may not permit the Group members or, if a sub-contracting arrangement, any Significant Sub-contractor, to change at a later stage without revisiting the selection assessment process. Tenderers must therefore give careful thought as to the relationship of the various relevant organisations put forward in their Tender.
- 1.2 The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of a Group and **MUST** make clear the responsibilities/roles of Group members.
- 1.3 The Council recognises that Groups and sub-contracting arrangements may be subject to future change (for example, agreement with a contractor may not be finalised at Tender stage). Tenderers should therefore respond in the light of such arrangements as are currently envisaged. In the event that a Tenderer proposes a change in the membership of its Group/Significant Sub-contractors following the submission of its Tender, the Lead Tenderer must immediately inform the Council of such change (both additional members and departing members). The Council reserves the right to refuse to consider or consent to changes in the Group or Significant Sub-contractors and/or to deselect any Tenderers whose proposed change means that they or their partners/sub-contractors no longer meet the Council's minimum requirements, or are subject to mandatory or discretionary grounds for exclusion. By submitting a Tender all other Tenderers shall be deemed to have consented to such future changes in the other Tenderer's Group or Significant Sub-contractors.
- 1.4 It is likely that a Group will be required to form a legal entity before entering into the Contract (and to do so within a timeframe prescribed by the Council) and a Group could be rejected from this procurement for failing to do so. The Council does not require a Group to have formed the legal entity which would enter the Contract, at this stage.
- 1.5 If a special purpose vehicle (SPV) is to be formed by a Group, the Contract must be supported by guarantees from any parent companies of members of a Group. The Council reserves the right to seek clarification regarding the relationships between members of a Group and/or Significant Sub-contractors and or a Prime Contractor/Significant Sub-contractors as part of the Tender process.