THE LOW CARBON CONTRACTS COMPANY



INVITATION TO TENDER (ITT) FOR THE Provision of

PAYROLL MANAGEMENT SERVICES

REFERENCE: CRN2017-021

The Low Carbon Contracts Company

Fleetbank House

2-6 Salisbury Square

London

EC4Y 8JX

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SECTION A - INVITATION TO TENDER FOR THE Provision of PAYROLL MANAGEMENT services

1. **INTRODUCTION**
   1. The Low Carbon Contracts Company (LCCC) wishes to select and appoint a suitable Contractor for *The Provision of Payroll Management Services.*
   2. Tenderers should read the instructions carefully before completing the documentation. Failure to comply with these requirements for completion and submission may result in the rejection of your tender response.
   3. The successful tenderer will be formally notified in writing of the acceptance of their tender by the Low Carbon Contracts Company.
2. **Contract / Contract Term**
   1. The contract term shall be for a maximum of five (5) years, ie three (3) years fixed term with an option to extend the Contract to a maximum of two (2) additional years, making the maximum possible Contract Term five (5) years. The option to extend the Contract shall be at the sole discretion of the Low Carbon Contracts Company.
   2. The exact Commencement Date will be notified in the Low Carbon Contracts Company’s written acceptance of the tenderer’s tender.
3. **Terms and Conditions of Contract** 
   1. The Contractor shall be bound by the terms and conditions of the Contract for *The Provision of Payroll Management Services* as laid out in Section E.
4. **Estimated Tender Timescale** 
   1. **Estimated timetable**

|  |  |
| --- | --- |
| **Key milestones** | **Timetable** |
| Advert and full invitation to tender issued | 13 Oct 2017 |
| Tender clarification deadline | 27 October 2017 |
| Tender close date | 3 November 2017 (12:00pm noon) |
| Evaluation Period (stage 1 & 2) | 6 Nov 2017 ~ Mid Dec 2017 |
| Tender recommendation | Mid Dec 2017 |
| Contractors Awarded | Early Jan 2018 |
| Contract Commencement | Mid Jan 2018 |
| Mobilisation/ Training/ Parallel Run | Jan – Mar 2018 |

1. **TENDER RESPONSES**
   1. Tenderers are required to complete and return a response which shall consist of the following completed elements, plus any additional information they wish to submit:-
      1. Section C – Technical Proposal
      2. Section D – Commercial Proposal/ Pricing Schedule
      3. Section F - Form of Tender
      4. Section G - Form of Confidentiality Undertaking
   2. **Technical Proposal**
      1. The tenderer’s response for Section C Technical Proposal will be evaluated independently to the Commercial Proposal of your response, therefore please ensure that your response to Section C is submitted as a separate file from the Commercial Proposal.
   3. **Commercial Proposal and Price Schedule** 
      1. Tenderers are required to complete and return the Commercial Proposal/ Price Schedule, Section D. Prices shown must be inclusive of all charges including postage, carriage and travelling expenses, but exclusive of VAT.
   4. **Form of Tender**
      1. Tenderers are required to complete and return a copy of the Form of Tender, Section F that has been wet signed, scanned as a PDF file and returned via email with the rest of the tender response.
   5. **Form of Confidentiality Undertaking**
      1. Tenderers shall complete and return an electronic copy of the Form of Confidentiality Undertaking, Section G, as part of the tender response.
   6. **Parent/Holding Company Guarantee**
      1. Tenderers may be required to provide a Parent/Holding Company Guarantee in the format detailed in Appendix 1. The Low Carbon Contracts Company reserves the right to require the completion of such a Guarantee by notification in the Acceptance Letter.
2. **Return of Tenders** 
   1. Tenders are to be prepared and presented in the manner specified, which must be returned via email to: [procurement@lowcarboncontracts.uk](mailto:procurement@lowcarboncontracts.uk) by **12:00pm (noon) on 3 November 2017.**
   2. The tender reference CRN2017-021 should be quoted on the subject line**.**
3. **Tenderer’s Queries** 
   1. The Low Carbon Contracts Company is committed to a competitive procurement process in which a level playing field is maintained by the equal availability of information to all tenderers. The Low Carbon Contracts Company shall respond to individual requests for clarification or further information from any tenderer to all tenderers.
   2. All tender enquiries shall be sent to the LCCC procurement email box: [procurement@lowcarboncontracts.uk](mailto:procurement@lowcarboncontracts.uk), and tenderers should not contact the LCCC procurement team directly.
   3. For the purpose of this tender, the Low Carbon Contracts Company’s procurement lead is:

Carol Lin, Procurement and Supply Chain Manager

Email: [carol.lin@lowcarboncontracts.uk](mailto:carol.lin@lowcarboncontracts.uk)

Tel: 0207 211 8598

* 1. While tenderers are preparing tenders, they are positively encouraged to obtain further information regarding the goods/service to be provided by the means above to reduce the risk of disqualified tenders and to improve the quality of proposals.
  2. The Low Carbon Contracts Company will endeavour to answer all requests for clarifying information as quickly as possible. The Low Carbon Contracts Company will not guarantee that any requests for clarifying information made within **seven (7) calendar days** prior to the deadline for receipt of tenders will be answered.
  3. The Low Carbon Contracts Company will circulate details of enquiries and of its replies to them, except where the tenderer has indicated that an enquiry is of a commercially sensitive nature, in which case the Low Carbon Contracts Company will either:
     1. treat both enquiry and response confidentially; or
     2. where the Low Carbon Contracts Company disagrees with the tenderer's classification the Low Carbon Contracts Company will invite the tenderer to re-classify or withdraw the enquiry.

1. **Criteria for Award** 
   1. A two-stage evaluation approach is used to evaluate the tender responses.
   2. Stage One evaluation: Tenders will be evaluated on quality only based on the evaluation criteria set out in 8.8.1. The commercial proposal will not be evaluated until Stage Two.
   3. Following the conclusion of Stage One, Low Carbon Contracts Company will rank the responses and up to a maximum of five tenderers will be selected to Stage Two based on their highest quality scores.
   4. Stage Two evaluation: The shortlisted tenderers will be asked to provide a demonstration/ presentation of the proposed payroll system and their services. The Company shall provide notice and an agenda and such meetings shall take place at the LCCC office. It is envisaged that the presentation will be held in early December 2017, exact date to be agreed with shortlisted tenderers.
   5. The same quality evaluation criteria (see 8.8.1) will be applied to evaluate the demonstration/ presentation.
   6. The Commercial proposal will be evaluated based on the methodology set out in 8.8.5. The Low Carbon Contracts Company reserves the right to clarify the pricing structure and cost breakdown.
   7. Final scores will be calculated by combining the Stage Two quality score and the tendered price score in order to identify the most economically advantageous tender.
   8. Evauation Criteria

Quality Aspect **(60%)**

* + 1. The following criteria will be used to evaluate the tenders:

|  |  |
| --- | --- |
| Criteria | Weightings (60%) |
| Confirmation of Mandatory Requirement | Pass/ Fail |
| Understanding contract requirement and adding value | 20 |
| Proposed Approach and Implementation Plan | 25 |
| Technical Capability | 15 |

* + 1. Each criterion will be given a score of the following:

|  |  |
| --- | --- |
| Score\* | Description |
| 0 | Unacceptable |
| 1 | Unsatisfactory – well below requirement |
| 2 | Weak - below requirement |
| 3 | Mostly meets the requirement |
| 4 | Good – completely meets the standard with moderate levels of assurance |
| 5 | Outstanding – completely meets the standard with high levels of assurance |

*\*the scale 20-100 (1-5) will be used in our scoring matrix*

Commercial aspect **(40%)**

* + 1. The total cost of the services (Table A ( price (i) and (ii) in Schedule D) submitted by each tenderer will be calculated in accordance with the Inverse Price Proportion (IPP) methodology. This means that the lowest evaluation price is divided by each evaluation price in turn, and the resulting value is multiplied by the appropriate weighting.
    2. The following sub-weighting will be applied to evaluate the pricing schedule.

|  |  |
| --- | --- |
| Criteria | Weightings (40%) |
| Table A Price (i) | 20 |
| Table A price (ii) | 20 |

* + 1. The pricing score formula is described as follows:

(Lowest Price Submitted) × Financial Weighting

      (Price of Supplier)

Example:

Two suppliers submit tenders to the Company. The tender process states weighting of 60% Quality and 40% Price:

Alpha Ltd:                     £140,000

Beta Ltd:                       £200,000

Using the above formula, the suppliers will receive the following price scores:

Alpha Ltd:         (140,000/140,000) x 40 = 40%

Beta Ltd:           (140,000/200,000) x 40 = 28%

* + 1. Table B is optional to complete and is used for tenderers to offer additional services if possible and therefore it will not be evaluated.

1. **Post -tender clarifications** 
   1. During the evaluation process the Low Caron Contracts Company may issue clarifications to tenderers. Tenderers should respond to these clarifications within three (3) working days. Tenderers should only provide clarification of existing content in their response rather than introducing new material.
2. **Tender Costs**
   1. The Low Carbon Contracts Company will not be liable for any costs you incur in the preparation or submission of your tender including the cost of any aborted tender.
3. **Tender Validity**
   1. Your tender shall remain open for acceptance for 90 days from the tender return date, in consideration for which the Low Carbon Contracts Company will pay the sum of £1.00 if demanded.
4. **Amendments to Tender Documents**
   1. At any time prior to the deadline for receipt, the Low Carbon Contracts Company may amend the Tender Documents. Any such amendment will be notified to all prospective tenderers. In order to give prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders the Low Carbon Contracts Company may, at their discretion, extend the deadline for receipt.
5. **Modification and Withdrawal**
   1. Tenderers may modify their tender prior to the deadline for receipt. No tender may be modified subsequent to the deadline for receipt. Tenderers may withdraw their tenders at any time prior to accepting the notification of award.
6. **The Low Carbon Contracts Company’s Right to Accept Any Tender or Reject Any Or All Tenders**
   1. The Low Carbon Contracts Company reserves the right to accept or reject any tender and to abort the tender process and reject all tenders at any time prior to award of the Contract without incurring any liability to the affected tenderers. The Low Carbon Contracts Company is not bound to accept the lowest or any tender made as a result of this invitation and reserves the right to accept all or part of an offer, unless the tenderer expressly stipulates to the contrary.
7. **Confidentiality of Tenders**
   1. The tenderer must not tell anyone else, even approximately, what its tender price is or will be, before the time limit for delivery of tenders. The only exception is if you need an insurance quotation and/or bond to calculate your tender price: you may give your bank, insurance company or brokers any essential information they ask for, so long as you do so in strict confidence.
   2. The tenderer must not try to obtain any information about anyone else’s tender or proposed tender.
   3. The tenderer must not make any arrangements with anyone else about whether or not they should tender, or about their or its tender price.
8. **Freedom of Information**
   1. The Low Carbon Contracts Company and The Electricity Settlements Company are public authorities and as such are subject to the provisions of the Freedom of Information Act 2004 (which came into effect on 1st January 2005) and may therefore be required to provide information under the said Act. Tenderers and Contractor(s) should be aware of this obligation and must specify in their response if there is any information they require to remain confidential. This will be honoured if authorised by the Act.
9. **Intellectual property**
   1. All intellectual property rights in this ITT and all material provided by the Company to tenderers in connection with this ITT shall be and remain the property of the Low Carbon Contracts Company.
   2. The intellectual property in all deliverables shall be owned by the Low Carbon Contracts Company. No third party intellectual property shall be included in any deliverable without the Company’s prior written consent.
10. **Anti-Bribery** 
    1. The Low Carbon Contracts Company requires full compliance with the Bribery Act 2010.
11. **Conflicts of Interest**
    1. Tenderers are required to declare in their proposals any conflict or potential conflict of interest and provide clear details of their plan for managing this. It is possible that there may be circumstances where the Low Carbon Contracts Company (in its absolute discretion) considers that such a conflict or potential conflict of interest would not be manageable or acceptable. In which case, the Company may reject the tender.
12. **Confidentiality**
    1. Tenders must treat all information supplied in connection with this ITT as strictly confidential. Neither this document, nor any part of it nor any other information supplied in connection with it may, except with the prior written consent of the Low Carbon Contracts Company, be published, reproduced, copied, distributed or disclosed to any person other than in confidence to the recipient's advisers nor used for any purpose other than consideration by the recipient of whether or not to submit a tender.
    2. By receiving and reviewing this ITT and/or by submitting a tender the tenderer agrees that it has a binding obligation to preserve the confidentiality of all such information / The tenderer shall sign and return the Confidentiality Agreement set out in Section G.
    3. This ITT and its accompanying documents shall remain the property of the Low Carbon Contracts Company and must be returned promptly (without retaining any copies or reproductions) on demand.

**SECTION B - STATEMENT OF REQUIREMENT (SOR)**

(Schedule 1)

1. **Introduction**
   1. The Low Carbon Contracts Company (LCCC) and the Electricity Settlements Company (ESC) sit at the heart of the delivery of the UK’s goals for secure, affordable, and sustainable electricity. These two private limited companies, wholly owned by the Secretary of State for Business, Energy & Industrial Strategy, were created to deliver key elements of the government’s Electricity Market Reform Programme.
   2. The biggest change to the electricity market since privatisation, the Government’s Electricity Market Reform programme (EMR) is designed to attract the £110 billion investment needed this decade to replace the UK’s ageing energy infrastructure with a more diverse and low-carbon energy mix. EMR will facilitate this vital investment through the introduction of two schemes: the “Contract for Difference” (or “CFD”); and the “Capacity Market”.
   3. LCCC is the counterparty to CFDs, a role which involves management of the contracts as well as the Supplier Obligation Levy that funds CFD payments. Critical to these functions is power price forecasting and settlement activities. In all its operations, LCCC is led by its guiding principle to “maintain investor confidence in the CFD scheme and minimise costs to consumers”. LCCC also runs Capacity Market settlement operations on behalf of the ESC. ESC’s role is to oversee the settlement of the Capacity Market to ensure that regular payments are made to capacity providers who have agreed to provide capacity at times of system stress. These capacity arrangements help to keep the lights on across Great Britain.
   4. LCCC was set up in August 2014. Currently there are approximately 60 full time employees. Details of the company can be found at [www.lowcarboncontracts.uk](http://www.lowcarboncontracts.uk)
   5. It is the intention of LCCC to award a contract to a payroll management company to provide such a critical business function from April 2018 for a period of five years (three (3) years fixed term with a maximum of two-year (2) optional extension).
2. **Scope of the Requirement** 
   1. The Contractor must have extensive knowledge of the PAYE tax system, and the requirements from HM Revenue & Customs (HMRC).

* 1. The Contractor must have proven experience of payroll legislation and accredited BACs processes required for both monthly and annual payrolling processes.
  2. The system must include an associated hosted software with a fully integrated HR and payroll system and the ability for local administrator access, and line manager and employee self service capabilities.
  3. The Contractor shall provide a payroll system with the following features:

|  |  |
| --- | --- |
| Area | Detail |
| PAYROLL | |
| Proven accreditation | BACs registered bureau  HRMC Accredited Payroll Software |
| Experience and Qualifications | Qualifications of key personal e.g. The Chartered Institute of Payroll Professionals (or equivalent) |
| Pay elements | Can process payments such as Bonus, Season Ticket Loans, Childcare Vouchers, Salary Sacrifice payments. |
| Personal data transfer/ data protection (GDPR) | Compliance with the General Data Protection Regulation and ability for secure email / data transfer |
| Absence | Payments to cover Statutory Sick Pay, Statutory Maternity Pay, Paternity Pay, Student Loan deductions, Jury Service |
| Payments | Calculations of employee payment due on the last day of service |
|  | Process temporary and permanent variations to pay |
|  | Process emergency payment request |
|  | Net pay, gross pay and deduction calculations |
|  | pension payments in accordance with auto enrolment & legislation |
|  | HMRC payments (Tax and National Insurance calculated) |
|  | Ability to make 3rd party payments (Pension, HMRC etc) |
| Payslips | Online and Paper, with full payslips history and reprinting options. To include ePayslip and e P60 |
| Reporting | Payroll reports to cover inputting, compliance and error/difference reports highlighting any parameters to LCCC |
|  | Interim payroll reports |
|  | Agreed suite of client reports e.g. Monthly and Year to date. Reports to be at Employee line level for all payslip fields |
|  | reconcile payments made via BACS |
|  | All reports available in Excel and PDF format |
|  | Report Design tool |
| Year end and processing | Monthly balancing of payroll to a final year end P35 |
|  | Pension auto enrolment |
|  | P45s |
|  | P11D(b) |
|  | P60s |
|  | Full Payment Submission (FPS) files and Employer Payment Summary (EPS) to HMRC |
| HR SOFTWARE | |
| Application | Core employee database able to provide headcount information |
|  | Data import ability |
|  | Document attachment ability (i.e. medical certificates) |
|  | Employee number generation |
|  | Organisational charting / hierarchy |
|  | Department name / Cost Centres / nominal code for all employees |
|  | Triggered alerts (e.g. probation period, approval requests) |
|  | Sickness Absence management |
|  | Expense entry and document attachment |
|  | Holiday leave calculation and diary |
|  | Audit trail – all system entries recorded |
| Self Service | Self-service access and individual personal data management & different access for self service/other roles |
| Training | System administrator, Super user and all users |
| LCCC technical environment | System can be used on Servers, Web based on line portal |
|  | Your accreditations and system security (such as ISO 27001 or cyber essentials +) |
|  | Internet explorer compatible (on a Microsoft environment) |
|  | Safari compatible (on iphones and ipads) |

1. **Reporting**

3.1 The Contractor will provide management information (MI) as required.

1. **Outputs**
   1. The Contractor shall provide a dedicated single point of contact whom LCCC shall liaise with. The contact will support building a professional relationship with LCCC’s HR team.
   2. The contact will also be the escalation point for any areas of concern that arise.
2. **Innovation and business continuity**
   1. On an on-going basis, the Contractor shall be required to monitor the market for technological advances/changes and suggest improvements to the systems used as part of the delivery of the service under the Contract. However, LCCC reserves the right to either accept or decline such suggestions at its discretion.
   2. The Contractor shall be required to demonstrate that it has a robust Business Continuity & Disaster Recovery Plan in place from the commencement date and for the duration of the Contract.

**SECTION C - TECHNICAL PROPOSAL**

1. **General**
   1. The following section is designed to satisfy the Low Carbon Contracts Company that you have the technical ability and the management controls to perform this contract efficiently, reliably and cost-effectively.
   2. Responses to this Section C Technical Proposal will be evaluated independently of the responses to Section D Commercial Proposal. Please therefore ensure that your response to this Section C is submitted as a separate file.
   3. Tenderers are invited to submit the proposal with no more than **20 pages** ( a page is a A4-side, font 12, including appendices, diagrams, tables or lists, but excluding sample reports required in Section 1 Part II.)
   4. Tenderers are strongly advised to structure their quality submission in the following way:

**Section 1 – Confirmation of the Mandatory Requirements (see Annex 1)**

### **Tenderers who do not demonstrate 100% compliance with the mandatory requirements (Part I and II) will be deemed to have failed this section and will be excluded from further consideration**.

**Section 2 – Understanding requirements and adding value/ innovation**

Tenderers should provide their company information including an audited account for the last three years, and contact details of three external references. Acceptable references are required prior to the award of the contract.

Tenderers should provide evidence to demonstrate an understanding of the tender requirements, and how they will add value in delivering against the requirements, which may include software enhancments such as reporting modules, e-recruitment, training records, performance appraisal records etc.

**Section 3 – Proposed Approach**

Tenderers should outline the payroll management processes, including security, data protection, business continuity and disaster recovery plans, KPI performance management, technical support available, and application of any helpdesk etc.

Tenderers should provide an implementation/ transition plan with key milestones, data validation activities, training, and parallel run proposal.

**Section 4 – Technical Capability**

Contractors should provide details of their technical capability with the payroll system, such as website support, speed of loading time, compatibility, website navigation, user-friendiness, aesthetic, and ability for LCCC to ‘trial’ the system etc.

**Section C Annex 1 Confirmation of Mandartory Requirements**

Part I: Tenderers must complete the following table as part of their tender submission

|  |  |  |
| --- | --- | --- |
| Area | Detail | mandatory requirements  ( yes √ or No X) |
| PAYROLL | |  |
| Proven accreditation | BACs registered bureau  HRMC Accredited Payroll Software |  |
| Experience and Qualifications | Qualifications of key personal e.g. The Chartered Institute of Payroll Professionals (or equivalent) |  |
| Pay elements | Can process payments such as Bonus, Season Ticket Loans, Childcare Vouchers, Salary Sacrifice payments. |  |
| Personal data transfer/ data protection (GDPR) | Compliance with the General Data Protection Regulation and ability for secure email / data transfer |  |
| Absence | Payments to cover Statutory Sick Pay, Statutory Maternity Pay, Paternity Pay, Student Loan deductions, Jury Service |  |
| Payments | Calculations of employee payment due on the last day of service |  |
|  | Process temporary and permanent variations to pay |  |
|  | Process emergency payment request |  |
|  | Net pay, gross pay and deduction calculations |  |
|  | pension payments in accordance with auto enrolment & legislation |  |
|  | HMRC payments (Tax and National Insurance calculated) |  |
|  | Ability to make 3rd party payments (Pension, HMRC etc) |  |
| Payslips | Online and Paper, with full payslips history and reprinting options. To include ePayslip and e P60 |  |
| Reporting | Payroll reports to cover inputting, compliance and error/difference reports highlighting any parameters to LCCC |  |
|  | Interim payroll reports |  |
|  | Agreed suite of client reports e.g. Monthly and Year to date. Reports to be at Employee line level for all payslip fields |  |
|  | reconcile payments made via BACS |  |
|  | All reports available in Excel and PDF format |  |
|  | Report Design tool |  |
| Year end and processing | Monthly balancing of payroll to a final year end P35 |  |
|  | Pension auto enrolment |  |
|  | P45s |  |
|  | P11D(b) |  |
|  | P60s |  |
|  | Full Payment Submission (FPS) files and Employer Payment Summary (EPS) to HMRC |  |
| HR SOFTWARE | |  |
| Application | Core employee database able to provide headcount information |  |
|  | Data import ability |  |
|  | Document attachment ability (i.e. medical certificates) |  |
|  | Employee number generation |  |
|  | Organisational charting / hierarchy |  |
|  | Department name / Cost Centres / nominal code for all employees |  |
|  | Triggered alerts (e.g. probation period, approval requests) |  |
|  | Sickness Absence management |  |
|  | Expense entry and document attachment |  |
|  | Holiday leave calculation and diary |  |
|  | Audit trail – all system entries recorded |  |
| Self Service | Self-service access and individual personal data management & different access for self service/other roles |  |
| Training | System administrator, Super user and all users |  |
| LCCC technical environment | System can be used on Servers, Web based on line portal |  |
|  | Your accreditations and system security (such as ISO 27001 or cyber essentials +) |  |
|  | Internet explorer compatible (on a Microsoft environment) |  |
|  | Safari compatible (on iphones and ipads) |  |

Part II: Tenderers must submit the following samples (generated from the payroll system) as part of their tender submission.

* + - 1. HR Application - core typical fields

- triggered alert samples

- sample report (e.g absence report etc)

* + - 1. Payroll Application - monthly payroll sample report
* sample report to General Ledger

**SECTION D - COMMERCIAL PROPOSAL AND PRICING SCHEDULE**

**(**Schedule 2)

1. **General**
   1. As part of the response, tenderers shall provide pricing information in accordance with Section B Statement of Requirement and Section C Technical Proposal.
   2. Responses to the Section D Commercial Proposal/ Price Schedule will be evaluated independently to the Technical Proposal. Please therefore ensure that your response to this Section is submitted as a separate file.
2. **Insurance**
   1. Please enclose documentary evidence from your current insurer(s) or registered insurance broker of the insurance policy or policies intended to be effected for the duration of the proposed Contract, namely:
      1. Public Liability - the Low Carbon Contracts Company requires a limit of indemnity of not less than £5m for each and every incident and unlimited in the aggregate.
      2. Employers Liability - the Low Carbon Contracts Company requires a limit of indemnity in accordance with the Employers Liability (Compulsory Insurance) Regulations 1998. The cover must provide indemnity to principle.
3. **Anti-Competitive Practices**
   1. In the last three years, has your company ever been charged with anti-competitive practices, price-fixing, bid-rigging, or bribery?
   2. If your answer to 3.1 is yes, please provide information regarding the remedies made.
4. **Price Schedule**
   1. Tenderers will be required to submit their service charge and other applicable costs in Table 1 (A+B) below. Prices on both tables should be quoted based on 100 employees.
   2. Prices quoted are to be in £Sterling strictly net and inclusive of **ALL** costs associated with the provision of the service, including training, communication, travel and subsistence etc. The prices quoted will be exclusive of any UK Value Added Tax (VAT).
   3. Discount allowed for prompt monthly and other period of settlement of accounts should be quoted in Table B.
   4. The prices tendered shall remain fixed for the duration of the contract.

**Section D Pricing Schedule++**

**Table A - Set Up Costs:**

|  |  |  |
| --- | --- | --- |
| **Description** | **unit rate £**  **(rate per employee)\*\*** | **cost £** |
| Transfer of data |  |  |
| Training |  |  |
| Parallel run |  |  |
| **Sub-total ( set up cost for 100 employees): £** | | |

**Table A - Business As Usual costs:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Description** | **unit rate£ (rate per employee)\*\*** | **Year 1 £** | **Year 2 £** | **Year 3 £** | **Year 4 £** | **Year 5 £** | **cost £** |
| Employee salary payroll |  |  |  |  |  |  |  |
| 3rd Party payments (HMRC / Pension) |  |  |  |  |  |  |  |
| P60/P11D / HMRC returns (year end) |  |  |  |  |  |  |  |
| Maintenance / Support/ help desk |  |  |  |  |  |  |  |
| Software licences |  |  |  |  |  |  |  |
| **Sub-total (monthly payroll for 100 employees) for five years: £** | | | | | | | |

\*\* please state ‘N/A’ if it is not applicable

++ tenderers should raise clarification to LCCC if items required in the pricing schedule are not listed in the above tables.

**Price (i) -Total cost for year 1, 2 and 3 (including set up costs):**

**£ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Price (ii) - Total cost for year 4 and 5: £\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Table B. Optional Items to be offered:**

|  |  |  |
| --- | --- | --- |
| Item | Details | Charge £ |
|  | (tenderer to add) |  |
|  |  |  |
|  |  |  |
|  |  |  |

Signed............................................................Name.......................................................

Position .........................................................................................................................

On behalf of the company ............................................................................................

**SECTION E - TERMS AND CONDITIONS**

See Schedule 3 (separate document)

**PLEASE NOTE THAT THIS DOCUMENT MUST BE WET SIGNED, SCANNED AS A PDF FILE AND RETURNED AS AN ELECTRONIC COPY WITH THE REST OF THE TENDER RESPONSE DOCUMENTS.**

**SECTION F - FORM OF TENDER**

To: The **Procurement and Supply Chain Manager,** Low Carbon Contracts Company Ltd Fleetbank House, 2-6 Salisbury Square, EC4Y 8JX

1. I/We the undersigned do hereby contract and agree on the acceptance of this tender to supply goods and/or services to the Low Carbon Contracts Company for the Provision of Payroll Management Services at the rates or prices specified in the Price Schedule Section D.
2. Conditions of the Contract. I agree that this tender and any Contract that may result from it shall be based upon the documents listed below:-
   1. Invitation & Instructions to Tender (Section A)
   2. Statement of Requirement (Section B)
   3. Technical proposal (Section C)
   4. Completed Technical Proposal (Section C)
   5. Price Schedule (Section D)
   6. Completed Price Schedule (Section D)
   7. Conditions of the Contract (Section E)
   8. Form of Tender (Section F)
   9. Completed Form of Tender (Section F)
   10. Form of Confidentiality Undertaking (Section F)
   11. Completed Form of Confidentiality Undertaking (Section G)
   12. The Low Carbon Contracts Company’s Acceptance Letter and any agreed correspondence referenced therein
   13. Any special conditions agreed and confirmed in writing on the Low Carbon Contracts Company Order Form(s).
3. I/We understand that you are not bound to accept the lowest bid or any tender you may receive.
4. I/We agree that any Contract that may result from this tender shall be subject to the law & jurisdiction of the Courts of England.
5. I/We agree to hold this tender open for acceptance for a period of 90 days from Tender Return Date in consideration for which the Low Carbon Contracts Company shall pay me/us the sum of £1.00 if demanded. I/We understand that until such time as the Low Carbon Contracts Company formally accepts this tender in writing no other contract or obligation (including without limitation the costs of any abortive tender) shall exist between us.
6. I/We agree that any other terms and/or conditions of the Contract and/or any general reservations which may be printed on any correspondence emanating from me/us in connection with this tender, shall not be applicable to this tender or to the Contract .
7. I/We confirm that I/we am/are of sound financial standing and have and will continue to have sufficient capital, skilled staff, equipment and other resources available to provide the Goods/Services.
8. I/We confirm I/we have full power and authority to enter into the Contract / Contract and ability to provide the Goods/Services.
9. Bona Fide Tender. I/We certify that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts: -
   * 1. Communicate to a person other than the person calling for this tender the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations and bonds required for the preparation of the tender;
     2. Enter into any agreement or arrangement with any other person that s/he shall refrain from submitting a tender or as to the amount of any tender to be submitted;
     3. Offer or pay or give or agree to pay any sum of money 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 tender or proposed tender for the said Contract any act or thing of the sort described above.
10. In this Form of Tender, the word "person" includes any person or any body or association, corporate or un-incorporate; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Note: This Form of Tender must be signed by a director or responsible official in the case of the company, or by a partner or principal in the case of a private firm not being a company.

Signed ...........................................................................................................................

Name (BLOCK CAPITALS) .........................................................................................

in the capacity of ...........................................................................................................

duly authorised to sign tenders for and on behalf of:

Name of Tenderer .........................................................................................................

Postal Address .............................................................................................................

........................................................................................................................................

Postcode ..................................................

Telephone No ............................................ Date ………………………………………

**SECTION G - FORM OF CONFIDENTIALITY UNDERTAKING**

Provision of Payroll Management Services ref: CRN2017-021

To: The **Procurement and Supply Chain Manager,** Low Carbon Contracts Company Ltd

TENDERER’S UNDERTAKING IN RESPECT OF CONFIDENTIALITY AND CANVASSING

We, hereby undertake as follows:

1. to treat all information contained in the following as strictly private and confidential:
   * 1. the Invitation to Tender (ITT) document, complete with all appendices and schedules;
     2. all telephone conversations, meetings and correspondence with the Low Carbon Contracts Company or its Advisors;
     3. any other information gained from any other contact whatsoever made with the Low Carbon Contracts Company, its Officers, employees, representatives or agents;
2. to ensure that the ITT or any other documents relating to the project are only ever made available to a Tenderer who has entered into this undertaking and its directors, employees and professional advisers and/or financiers who are directly involved in the process of submitting a Tender;
3. to ensure that the ITT or any other documents relating to the project are not copied in whole or in part, reproduced, distributed or otherwise made available to any third parties in any circumstances nor use them for any purpose other than that for which they are intended by the Low Carbon Contracts Company without the prior written consent of the Low Carbon Contracts Company; and
4. to ensure that we do not undertake any publicity activities with any section of the media in relation to the Project without the prior written consent of the Low Carbon Contracts Company.

The above undertaking does not apply to any information which is or becomes publicly available or is shown by reference to written records to have been properly obtained from a third party (in each case otherwise than through a breach of any confidentiality undertaking).

We also hereby undertake that neither we nor any person employed by us or acting on our behalf will canvass or solicit any Member, Officer or Employee of the Low Carbon Contracts Company and the in connection with the tendering process for the Service.

We understand and accept that this letter shall continue in full force and effect unless specifically repealed by the Low Carbon Contracts Company in writing and agree to be legally bound by all the undertakings in this letter.

**Name: ……………………………………………..Title: ……………………………………**

**Organisation: ………………………………………………………………………………..**

**APPENDIX I - PARENT/HOLDING COMPANY GUARANTEE**

**(Reference Only)**

REFERENCE: CRN201\*/\*\*\*

THIS DEED OF GUARANTEE is made the \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Guarantor”) whose registered office is at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of the one part and The **Procurement and Supply Chain Manager,** Low Carbon Contracts Company Ltd Fleetbank House, 2-6 Salisbury Square, EC4Y 8JX of the other part.

WHEREAS: -

(i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Contractor”) whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has executed on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an Agreement (“the Contract”) with the Low Carbon Contracts Company Ltd for the Provision of \*\*\*\*\*\*\*\*\*\*\*\*\*add contract title) and the Low Carbon Contracts Company Ltd has executed the Contract in consideration inter alia of the Contractor procuring this Deed by the Guarantor.

(ii) The Guarantor is the parent company of the Contractor.

(iii) The Guarantor agrees to guarantee the performance by the Contractor of its obligations under the Contract in accordance with the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSES as follows: -

1 In consideration of the Low Carbon Contracts Company Ltd agreeing to enter into the Contract with the Contractor the Guarantor guarantees to the Low Carbon Contracts Company Ltd the punctual true and faithful performance and observance by the Contractor of all the obligations terms and conditions on its part to be performed and observed under the terms of the Contract and any extension or amendment thereof and binds itself properly to perform and observe or cause to be performed and observed any such obligations terms and conditions which the Contractor shall fail to perform and observe.

2 The Guarantor hereby agrees to indemnify and keep indemnified the Low Carbon Contracts Company Ltd against all losses damages costs and expenses which may be incurred by the Low Carbon Contracts Company Ltd by reason or in consequence of any failure by the Contractor punctually truly and faithfully to perform and observe all or any of the obligations terms and conditions on it’s part to be performed and observed under the terms of the Contract and any extension or amendment thereof.

3 The Guarantee and Indemnity hereby given shall not in any way be discharged nor the liability of the Guarantor hereunder be affected by any alteration to or variation of the Contract or by any time or any other indulgence granted to the Contractor by the Low Carbon Contracts Company Ltd or by operation of the law and if this Guarantee and Indemnity shall not operate for any reason as a Guarantee the Guarantor shall nevertheless be liable as principle in respect of the Indemnity.

4 This Deed shall be subject to English Law in all respects (including formation) and shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

Executed as a Deed by the Parties on the date which first appears in this instrument.

THE COMMON SEAL of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

was hereunto affixed by Order of the

Board in the presence of: -

Director

Secretary

The COMMON SEAL of the Low Carbon Contracts Company Ltd

was hereunto affixed in the presence of: -

Head of Legal

DATED

END