

# **Invitation to Tender**

## for the provision of

## Managed Payroll Services

**DDC Ref: B1a Payroll Services**

Issue Date: 11 November 2016

Return Date: 22 December 2016

Daventry District Council

Lodge Road

Daventry

Northampton

NN11 4FP

|  |  |
| --- | --- |
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# **1 - PREAMBLE**

**1 BACKGROUND**

Daventry District Council (DDC) is seeking proposals from suitably qualified suppliers of payroll services to provide a service to the Council from 1 July 2017.

There are approximately 201 employees, who are all paid monthly and are primarily employed under the same terms and conditions. The main variants are around minor ad-hoc payments, with perhaps 3 or 4 such ad-hoc variants. The majority of staff are employed in posts within one pay structure containing 13 pay bands with approximately 65 incremental points. One member of staff has 3 weeks unpaid leave adjusted over the 12 month period. The council also has a small number of modern apprentices paid on specific pay bands. The remaining staff (7 employees) are employed in posts on 5 bands with 3-5 spinal points per band. In 2015/16 There were 26 new starters and 12 leavers on the main payroll.

DDC also has 36 elected members of the council who receive a basic allowance on a monthly basis. A proportion of these members are also entitled to a special allowance. There are 4 special allowance bands that the members receive, dependant on role and committee. Three of these special allowances are paid on monthly and the other half yearly. All members can make claims for their expenses when attending meetings while representing DDC. The mileage rates are consistent with the rates used for DDC employees.

DDC administers elections throughout the year and employs additional election staff who are paid a set fee and any expenses through payroll. This payroll for non-DDC staff is managed on a separate interface and can be ad-hoc throughout the year. Between April and November 2016 the council made 453 salary payments to 262 staff on the Elections payroll, which included the EU Referendum.

Payslips are currently sent in bulk to DDC and distributed from there.

Payroll is currently paid to staff by the payroll provider and reimbursed by DDC, while deductions are notified to DDC and paid by the council.

**2 NATURE OF THE WORK**

Provision of a full payroll service including processing all relevant data, making payments to staff, making appropriate deductions, and providing relevant reports and data to the council.

**3 DURATION OF CONTRACT**

The contract duration will be up to 6 years, comprising an initial 3 year period and options to extend for up to 3 further years.

**4 PROPOSED TIMETABLE**

The Council proposes to follow the timetable below, but reserves the right to depart from it at any time.

|  |  |
| --- | --- |
| **Date** | **Stage** |
| 11 November 2016 | Publishing Tender Documents |
| 15 December 2016 | Deadline for clarification questions |
| 22 December 2016 | Closing date for ITT returns |
| 10 February 2017 | Tender evaluations completed |
| 13 February 2017 | Contract awarded |
| To 23 February 2017 | Voluntary Standstill period |
| 27 February 2017 | Contract Signed |
| 1 July 2017 | Contract commencement |

**5 FURTHER INFORMATION AND QUERIES**

5.1 At any time prior to 15 December 2016 the Tenderer may by written communication to the Council request any information or raise any query in connection with the Tender, the Conditions, Specification or the Pricing Schedule and any such correspondence should be addressed to:

Email [rsmith@daventrydc.gov.uk](mailto:rsmith@daventrydc.gov.uk)  
*copied to*[LPearce@daventrydc.gov.uk](mailto:LPearce@daventrydc.gov.uk)

Tel 01327 302495

Fax 01327 312758

If the Council considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all who have expressed an interest, or those that show an interest before the closing date for the submission of the documentation.

# **2 – CONDITIONS OF TENDER**

**1 GENERAL REQUIREMENTS**

1.1 Tenders are invited for supply of a fully managed payroll service. The Council’s detailed requirements are defined in the Specification.

* 1. Tenders must be submitted in accordance with the following instructions. Any not complying may be rejected.
  2. Additional documentation should not be submitted unless specifically requested and this includes marketing material. Such unrequested documents will be disregarded. Specific required documentation will be clearly stated within the Tender documents.

**2 FORM OF TENDER AND ACCOMPANYING PAPERS**

2.1 Tenders must be submitted by completing the Application Questionnaire (Part 6), Tender Response (Part 7) together with the Pricing Schedule (Part 8), and Form of Tender and Tendering Certificate (Part 10) duly completed in all respects.

2.2 The Tender must be based on rates that exclude Value Added Tax.

2.3 The Tenderer’s written response to any Supporting Information required by the Council will be taken into account in the evaluation of competing tenders and which, if approved, will be binding but will not detract from the Specification nor Conditions of Contract.

2.4 A statement of the names and private addresses of all partners within the partnership (if a partnership) or relevant details of the Company (if a company).

**3 SIGNATURE OF FORM OF TENDER**

The Form of Tender and Tendering Certificate must be signed:

3.1 where the Tenderer is an individual, by that individual;

3.2 where the Tenderer is a partnership, by two duly authorised partners;

3.3 where the Tenderer is a limited company, by a director duly authorised for such purposes.

**4 REJECTION OF FORM OF TENDER**

Any Tender submitted by a Tenderer in respect of which the Tenderer:

4.1 fixes and adjusts prices and rates shown in its Tender by or in accordance with any agreement or arrangements with any other person or by reference to any other Tender or communicates to any person other than the Officer mentioned in this tender the amount or approximate amount of the prices and rates shown in its Tender except where such disclosure is made in confidence, in order to obtain quotations necessary for the preparation of the Tender or for the purposes of financing or insurance; or

4.2 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; or

4.3 offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having 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; or

4.4 in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889-1916 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972;

4.5 has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member of official concerning any other Tenderer or Tender submitted by any other Tenderer;

Shall be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

**5 NON-CONSIDERATION OF FORM OF TENDER**

The Council may in its absolute discretion refrain from considering any Tender if:

5.1 it is not in accordance with the Form and Conditions of Tender;

5.2 the Tenderer makes or attempts to make any variation or alteration to the terms of the Tender, the Conditions or the Specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the Tender, the Conditions and the Specification;

or

5.3 the Tenderer does not provide all the information required by the Council.

**6 INFORMATION, COSTS AND EXPENSES**

The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender and all costs expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender shall be borne by the Tenderer.

**7** **SUBMISSION OF FORM OF TENDER**

7.1 The Tender must be duly completed and submitted with the supporting information, (if required) and annexes duly completed to:

Daventry District Council

Lodge Road

Daventry

Northamptonshire

NN11 4FP

by no later than noon on 22 December 2016

THREE hard copies of the tender are required.

The envelope or package should bear the following words in the top left hand corner: Tender for Managed Payroll Service

Tender for Managed Payroll Service

Chief Executive

Daventry District Council

Lodge Road

Daventry

Northamptonshire

NN11 4FP

*stamp*

Tendering documentation may vary in detail, but we will:

* avoid over specifying a requirement
* invite a sufficient number of tenderers to ensure fair competition, but remove barriers to participation by small suppliers without discriminating against larger suppliers
* provide clear documentation
* give all tenderers equal opportunity
* provide feedback to unsuccessful bidders

You may seek clarification on any of the points contained in the tender documents, by contacting the named person, at least 6 days prior to the closing date of the tenders.

When returning the tender please ensure that:

* the envelope **does not** bear any name or mark indicating the identity of the sender (this includes for example, franked mail, Post Office labels detailing the sender, courier service labels or a signature across the seal of the envelope)
* the envelope is not accompanied by other documentation which identifies the tenderer
* all documentation is properly completed and enclosed with you tender
* the time by which the tender must be returned is noted
* If returning tenders personally please allow time to cope with traffic, accidents, parking problems, lift unavailability, busy reception areas or any other delays).
* if returning tenders by post, that the chosen method will guarantee delivery before the specified deadline

Tenders returned other than in the normal course of post will only be accepted during normal office hours i.e. Monday – Thursday 9.00a.m. – 5.00p.m. and Friday 9.00a.m. – 4.30p.m. (excluding bank holidays)

### N.B.We do not open any tenders until after the deadline has expired, therefore there is no penalty for returning a tender early

7.2 Tenders received after the specified date and time for receipt of tenders shall not be accepted or considered by the Council unless the Resources Manager is satisfied that there is sufficient evidence for the tender to have been despatched in time for it to arrive before the closing date and time.

7.3 All Tenderers shall keep their respective Tenders valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of tenders.

7.4 Any Tender must be submitted in English

**8 RESEARCH AND INVESTIGATION**

The Tenderer will be deemed for all purposes connected with the Tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender. The Tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) neither the Council shall make any payments to the Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the Tenderer in respect of the scope of the Contract being different from that envisaged by the Tenderer or otherwise. Information given in respect of current orders is given as a guide and the Council makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Supplier.

**9 FURTHER INFORMATION AND QUERIES**

In the event that the Tenderer has difficulty in complying with any specific provision thereof or wishes to propose any amendment thereto it should provide all information and evidence in writing concerning such difficulty or amendment as the Council may require. The Council may at its discretion consider the difficulty or amendment and may issue general guidance or waive or amend the relevant provision but in any case without prejudice to all or any other provisions of the Tender, the Conditions or the Specification or any rights or powers of the Council hereunder. No such waiver or amendment shall be binding unless made in writing and signed by the Chief Finance Officer on behalf of Daventry District Council.

**10 ACCEPTANCE, EVALUATION OF TENDERS & VARIANT BIDS**

10.1 Checking and Acceptance of Tenders

An initial examination will be made to establish the completeness of submitted tenders. The Council reserves the right to disqualify any tender submission which is incomplete.

Tenderers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Tenderers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.

If a Tenderer fails to provide fully for the requirements of the Specification in the Tender it must either:

(i) absorb the costs of meeting the full requirements of the Specification within its tendered price; or

1. withdraw its Tender.

10.2 Where in the best interest of Daventry District Council variant bids may be accepted.

**11 TERMINATION OF PROCESS**

The Council reserves the right to terminate this process at any time and not to award any contract to any bidder.

**12 ACCEPTANCE AND EVALUATION OF TENDERS**

The following section explains how the Council will evaluate the tender submission and provide clear transparent information on our selection and award criteria.

The first stage of the assessment is to review responses to the Application Questionnaire to ensure that it is fully completed and in accordance with the criteria detailed in Table 1. All responses, except that for information, will be scored on a Pass/Fail basis based upon the content of the response as shown below.

|  |  |
| --- | --- |
| Fail | Pass |
| No information supplied or unacceptable or incomplete response | Adequate evidence presented to confirm compliance with legal obligations or ability to meet the minimum requirement of the contract |

The Council may reject a tender if we consider the tenderer’s response to be unacceptable against any of the criteria. However, the Council may contact you to clarify your responses where considered necessary.

The table below specifies the questions within the Questionnaire that are of a ‘Pass/Fail’ nature.

| **Table 1**  **PART 6 – APPLICATION QUESTIONNAIRE - Scoring Criteria** | **Question Type** |
| --- | --- |
| **SECTION 1: Supplier Information** |  |
| Company details provided. Bidder will be excluded in providing insufficient or false information. | Pass/Fail |
| **SECTION 2: Grounds for Mandatory Exclusion** |  |
| Confirmation of good standing (no Mandatory grounds for rejection under Public Contract Regulation 57) | Pass/Fail |
| **SECTION 3: Grounds for Discretionary Exclusion** |  |
| No Discretionary grounds for rejection under Public Contract Regulation 57 (or satisfactorily addressed) | Pass/Fail |
| **SECTION 4: Economic and Financial Standing** |  |
| Acceptable financial assessment for a contract of this value | Pass/Fail |
| **SECTION 5: Technical and Professional Ability** |  |
| References: Relevant references obtained | Pass/Fail |
| References: Positive Feedback | Pass/Fail |
| Professional Indemnity (confirmation or commitment) | Pass/Fail |
| **SECTION 6: Insurances** |  |
| Public Liability (confirmation or commitment) | Pass/Fail |
| Employer Liability (confirmation or commitment) | Pass/Fail |
| Professional Indemnity (confirmation or commitment) | Pass/Fail |
| **SECTION 7: Equality and Diversity** |  |
| Breaches of equality law or investigations by the EHRC and subsequent action taken | Pass/Fail |
| **SECTION 8: Environmental Management** |  |
| Breaches of environmental legislation and subsequent action taken | Pass/Fail |
| **SECTION 9: Health and Safety** |  |
| Written Health & Safety policy in place (or confirm how legal obligations are met) | Pass/Fail |
| Enforcement orders by HSE and subsequent action taken | Pass/Fail |
| **SECTION 10: Declaration** |  |
| Signed and dated on behalf of the company | Pass/Fail |

**To summarise, we will be looking for evidence that:**

* Tenderers have supplied all the required information
* There is no reason for excluding bids on eligibility grounds in accordance with Regulation 57 of the Public Services Contracts Regulations 2015.
* Tenderers have satisfactory financial health for a contract of this size.
* Tenderers comply with statutory obligations
* The Tenderer’s Policies, Procedures and status meet the standards required by the Council.

12.1Evaluation of Tenders and Award Criteria

The Council will accept the Tender which it considers to be the most economically advantageous. It will take into account tendered prices and rates, quality and fitness for purpose and any other factors relevant to the Service, its supply and any other requirements of the Specification. Any benefits that will contribute to the local community resulting from the provision of this contract may also be considered.

The Council reserves the right not to award the Contract to the lowest or any Tenderer.

The areas of evaluation along with their relative importance weightings are detailed in Part 11 - Award Criteria.

12.2 Any acceptance of a Tender by the Council shall be in writing and shall be communicated to the Tenderer following a standstill period (from the date of the notification of proposal to award is sent to all tenderers) of not less than 10 days. Upon acceptance the Contract shall thereby be constituted and become binding on both parties notwithstanding which the Tenderer shall, upon request of the Council, forthwith execute a formal contract in the form of the Articles of Agreement.

**13 CONFIDENTIALITY**

13.1 The Tender, the Conditions of Contract and the Specification and all other documentation or information issued by the Council relating to the Tender 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.

13.2 The documents which constitute the Contract and all copies thereof are and shall remain the property of the Council (whether or not the Council shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Council upon demand.

**14 TENDERER’S WARRANTIES**

In submitting a Tender the Tenderer warrants and represents that:

14.1 it has not done any of the acts or matters referred to in Condition 4 above and has complied in all respects with these Conditions of Tender;

* 1. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;

14.3 it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have 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;

14.4 it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Council;

14.5 it is of sound financial standing and the Tenderer and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer which may adversely affect such financial standing in the future;

15 FREEDOM OF INFORMATION

The tenderer hereby acknowledges the statutory obligations on the Council imposed by the Freedom of Information Act 2000 in respect of the disclosure of information held by the Council, and to the intent that the same impacts on this Contract such obligations shall have effect and take precedence notwithstanding anything otherwise contained or referred to in the tender submitted or any Conditions of Contract relevant to such tender AND the tenderer shall use its reasonable endeavours to assist the Council to ensure compliance with the same.

16 OPEN DATA PROVISION

The Secretary of State for Communities and Local Government requires that all local authorities must publish expenditure on items over five hundred pounds (£500) from January 2011. This includes tenders, contracts and actual payments. Please be advised that the Contractors’ name and value of invoices submitted with a value exceeding £500 will be published on a month by month basis on the Council’s website.

**17 WORDS AND EXPRESSIONS**

Words defined in the Conditions of Contract shall have the same meaning in the Tender, the Conditions of Tender and the Specification.

# **3 – CONDITIONS of CONTRACT**

For this procurement Daventry District Council is using Standard Terms and Condition of Supply of Goods and Services. Daventry’s Terms and Conditions can be downloaded from http://www.daventrydc.gov.uk/business/procurement/

*By submitting a Tender, Tenderers are agreeing to be bound by the terms of these Conditions of Contract without further negotiation or amendment unless the Tenderer has submitted a clarification in accordance with paragraph 9 in the Conditions of Tender and any such amendment has been approved by the Council in writing.*

# **4 - SPECIFICATION**

**4.1.1 Introduction and Context**

* The service required is a fully managed payroll service for the council’s main payroll and its elections payroll.
* The council’s sickness policy is shown at appendix 2 to this section.
* Key end users include:
  + Daventry District Council Staff, councillors and elections staff
  + HMRC
  + Northamptonshire Local Government Pension Scheme (LGPS)
  + Daventry District Council (especially the Finance, HR, and Elections departments)

**4.2.1 Core**

This section details the services which would be required of any successful tender, some of which may, at least initially, be manually driven pending automation of the payroll process:

# ***Processing Payroll Data and Making Payments***

* Process, and detail on pay slips and payroll reports all authorised payroll data in line with statutory obligations and local DDC requirements (Appendix 1 shows an indicative list of potential deductions and payments).
* Pay all contracted employees and members in accordance with the annual timetable (to be agreed by 31 March each year) by BACS transfer to validated sort codes and bank accounts, accurately and according to DDC’s instructions and to ensure the pay slips are available in the workplace 3 working days ahead of the anticipated pay date. This payment should be made with a suitable narrative to show that the payment is for their DDC pay on bank statements.
* Ensure that correct statutory deductions and payments relating to PAYE, NI, pensions, SSP, SMP and SPP, etc are applied on behalf of Daventry District Council.
* Comply with new legislation on the appropriate date and therefore update the payroll system to take account of new rates, for example relating to SSP, SMP etc.
* Record sickness absence for each calendar month in arrears from returns to be sent from DDC HR.
* Calculate and pay SSP as appropriate.
* Calculate and pay Occupational Sick Pay in line with DDCs policy – See Section 4 Appendix 2 for key relevant details.
* Calculate and pay SMP, SPP and adoption pay as appropriate.
* Ensure HMRC legislation updates are implemented and ensure that statutory deductions relating to tax and NI are applied on behalf of DDC.
* Undertake apprenticeship levy calculations and report the details to DDC.
* Ensure other deductions are made as authorised: e.g. Car Loans, trade union subscriptions etc as authorised by DDC and that the related payments are able to be made to the relevant third parties.
* Set up new starters, including setting up the required details for BACS transfer payments, provided all new starter information is received before the cut-off date set for that month in the agreed timetable. All new starters should receive the proportionate payment within that months’ pay.
* Process leavers and calculate and adjust payments as required, for example, in respect of leave taken in advance or outstanding. Payments to be made within the next pay cycle (where pay cut off dates have been met).
* Apply pay awards to increase the value of pay points and allowances as approved by DDC. This includes the calculation of arrears to basic pay and overtime claims as instructed by DDC.
* Process annual incremental progression as directed by DDC.
* Process internal promotions, transfers and other contract changes that impact on pay and deductions in line with the agreed timetable.
* Calculate emergency net payments to staff where instructions for payment have been received outside the normal payroll process timetables.
* Operate recovery procedures for overpayments resulting from an error originating from DDC or the provider itself. Recovery of the overpayment should be made in agreement with DDC Finance.
* Make arrangements to reclaim statutory payments from the appropriate bodies ensuring the necessary regulations are adhered to.
* On receiving suitable notification, bring employees in or out of the Pension scheme and to amend employers/employees’ contribution rates.
* Process expenses, mileage and allowance claims submitted for inclusion within employees pay each calendar month and reflect on pay slips full details of mileage and allowance payments.
* Include general narrative on pay slips as specified by DDC from time to time (please specify in the tender the number of characters which you would be able to include).
* In addition, to ensure that any statutory payroll related enclosures are dispatched with the pay advices.

# ***HMRC and Pensions***

* Complete monthly and other regular and ad hoc HMRC returns using the HMRC’s Real Time Information (RTI) system, including the apprenticeship levy requirements.
* Complete the end of year financial returns required by HM Revenue & Customs and Department of Work and Pensions (P35s, P14s, etc) to ensure compliance with the relevant statutory payments.
* Prepare, check, balance and distribute to employees (at their office address) HMRC forms P60 and P11d (where applicable); ensuring compliance with statutory obligations. (Note that P11d data is needed by mid-May to meet the statutory early closedown of accounts requirements)
* Issue P45s to leavers in accordance with instruction from DDC
* Provide data on request to enable DDC to complete DSS/tax forms.
* Be subject to and co-operate with HMRC inspections relating to DDC Payroll tax and national insurance.
* Make any relevant adjustments to pension bands to comply with the LGPS and reflect changes in staff pay.
* Provide year-end pension figures to DDC in an appropriate format so the year-end spreadsheet relating to pensions data can be completed as required under the Local Government Pension Scheme.
* Provide a monthly report detailing pension contributions paid by employers and employees, including totals for pensionable pay to assist DDC Finance to submit their Monthly Pen 18.
* Ensure that if any employees are paying additional voluntary contributions (AVCs) that these payments are reported on the third party payments schedule.
* To set up and process pension auto-enrolment for relevant staff as directed by DDC at the auto-enrolment date in October 2017.
* To set up and process pension re-enrolment for relevant staff as directed by DDC at the re-enrolment date.
* To provide relevant reports and data to DDC in relation to auto enrolment to enable DDC to complete any relevant returns.

# ***Records & Data***

* Agree retention of records policy, supply detail of retained records as required and provide easy access to retained records. (The council currently maintains individual comprehensive payroll records for all employees for at least 7 years.)
* Ensure that the payroll records for all employees (including casual staff and elections staff) and members can be transferred to DDC in an accessible and usable format at the end of the contract term.
* Produce and send flat files of data for both payrolls (specification to be provided) to DDC on a monthly basis to interface with their general ledger system (Agresso) in line with the processing of BACS.
* Provide DDC with access to Payroll information during normal working hours.
* Provide DDC Finance with the bank details needed in order to reimburse the monthly salary pay cycle amount to the payroll provider.
* Ensure that a secure e-mail address is available for exchanging personal data and reports. (The council uses .gcsx for its secure e-mail)
* Pass information relating to individual’s full, half and SSP expiry dates, in advance of the date, to DDC Finance.
* Record, calculate and maintain records relating to maternity, paternity and adoption pay.
* Ensure the payroll output is held in a secure location whilst in the possession of the payroll provider.
* Provide reports relating to new starters, change in hours, leavers, retirement, maternity leave to DDC, so this can be passed on to the Pensions Authority.
* Provide monthly reports on frequency of claims and financial data and other ad hoc reports as required, including a report to DDC’s pension provider.
* Provide simple ad-hoc management reports on request within timescales agreed with DDC at the time of making the request.
* Provide complex bespoke management reports to meet DDC’s requirements outside of the contract within the agreed timescale (where relevant any charge to be negotiated at the time of request).
* Gross Charge Analysis - Provide totals of each payment type and deduction type. Giving a total of gross pay, net pay and total payments made.
* Transaction Report - Detail all permanent changes made to employee records during the calendar month.
* Temporary Data Report - Provide details of all temporary data entries relating to overtime, additional hours, SMP.
* BACS List - Show all details required by BACS to make salary payments including the final amount credited to each account.
* Period End Report - Detail any changes which are due for review in the following month: e.g. Increment date, end of fixed term contract, end of temporary act up, National Pension Age (NPA) birthdays.
* Deductions Report - Provide details of all third party deduction from the payroll: e.g. trade union subscriptions.
* Leavers and Joiners - Provide details of all individuals added and removed from the pay cycle on a monthly basis.
* To provide a monthly payment transaction report outlining the different payments made to different members of staff (broken down by payment type) for approval ahead of the payment being paid.
* Provide an electronic notepad report of all payslips
* The uploading of pay history in relation to a specified time period
* All of the reports required must be an appropriate format to be agreed at implementation. The majority will be required in Microsoft Excel or an appropriate .txt file.

# ***Queries & Helpdesk***

* Handle any queries, for example regarding pay, tax, and NI, etc referred by the Payroll Liaison Officer or by the Principal Elections Officer (the latter for the elections payroll only).
* Provide advice and administration to our staff and/or our agents in connection with staff who are absent due to Third Party accidents / or Industrial Injury.
* A comprehensive helpdesk is to be available during normal office hours (i.e. 9am -5pm) to answer queries from DDC Finance relating to pay, tax, NI or any other payroll questions – This may be an email service.
* Ensure that a secure e-mail address is available for exchanging personal data and reports.

# ***Business Continuity and Security***

* Have a contingency plan in place in case of any failure in the BACS system or the providers own payroll system to ensure that the payroll can be correctly paid on time.
* Have in place robust security procedures, including daily backups.
* Have in place a recovery procedure.
* Have in place appropriate staffing cover and procedures to ensure no decline in service delivery at times of staffing pressures.
* Retain duplicate data on computer files held in a fireproof safe in separate offices from which master files could be regenerated.
* Be able to provide copy pay slips and P60’s if required. Any additional charges for this should be outlined in the tender return.
* Ensure that no data is released to third parties unless previously authorised by DDC.
* Please supply a copy of the contingency and Recovery Plans as part of the tender.
* Ensure all DDC Payroll info is kept safe and secure whilst in the payroll provider’s possession.
* Ensure the payroll output is held in a secure location whilst in the possession of the payroll provider.

# ***Audit, Governance & Fraud***

* Be subject to and co-operate with DDC audit requirements (both internal and external audit) and requests from DDC to facilitate audit, governance and fraud issues. (Note that the Council’s external auditors require a response within 1 working day).
* Provide a suitable file of relevant data as required by DDC and as specified by the Government for the National Fraud Initiative (NFI), and assist the council in ensuring compliance with the fair processing requirements of the NFI scheme.

# ***Compliance***

In addition to the services specified above:

* Comply with any other reasonable requests of DDC for the purposes of ensuring that the objectives of the contract between DDC and the provider are met.
* Pay pension contributions relating to the elections payroll into a separate NEST account in accordance with instructions from the Principal Elections Officer.
* Ensure that claims are compliant with DDC’s current financial regulations and adhere to NJC car and allowance rates.
* Ensure processes are compatible with current claim processes or develop alternative processes in consultation with DDC.

# ***Implementation***

* Bidders must allocate a suitably qualified and experienced implementation manager for this project. The implementation manager must have experience of implementation at organisations of a similar nature to the council.
* The tender should explain the process for implementation, including a draft timetable and an outline of the resources required from both parties.
* The implementation project must be delivered free of charge.
* The tender should include an example of how a previous implementation was undertaken, explaining how any issues were addressed and how they ensured that it was delivered appropriately and on time.

# ***Additional Services***

In addition to the detailed listing above, the following additional services are optional though potentially useful elements of any tender:

* Interface with the council’s workforce system to enable electronic payslips and/or self-service.
* Secure self-service including electronic pay slips

Tenderers are advised to show a separate cost for any of the above services which they decide to include as part of their tender and state clearly whether any of these items is an essential requirement of their tender.

Tenders should also explain and separately price any other additional services that they consider may be of benefit to the council and, again, state clearly whether any of these items is an essential requirement of their tender.

# ***Documentation/Communication***

* In addition to any related aspects referred to above, the Provider receives and actions the paper forms shown below (unless and until such time as some or all of such detail is sent electronically):
  + The following forms are currently approved manually by the employee’s supervisor/manager, Elections Manager or HR.
    - Starters
    - Promotion
    - Re-grading
    - Overtime Claims
    - Timesheets (casual staff)
    - Sickness Returns
    - Mileage Claims
    - Member expenses
    - Leavers
    - Change in Hours
    - Transfer
    - Change to pay point
    - Expenses
  + The following forms are currently submitted direct by the employee:
    - Budget code changes
    - Bank details changes
    - Deductions
    - Address changes
    - Name changes
    - Pension forms
    - Vehicle Details
    - Union Membership (joining/leaving)
* The above forms are currently approved manually by the employee’s supervisor/manager or HR.

# ***Volume Data*** *(for information)*

* There are approximately 201 employees, who are all paid monthly and are primarily employed under the same terms and conditions. The main variants are around minor ad-hoc payments, with perhaps 3 or 4 such ad-hoc variants. The majority of staff are employed in posts within one pay structure containing 13 pay bands with approximately 65 incremental points. One member of staff has 3 weeks unpaid leave adjusted over the 12 month period. The council also has a small number of modern apprentices paid on specific pay bands. The remaining staff (7 employees) are employed in posts on 5 bands with 3-5 spinal points per band. In 2015/16 There were 26 new starters and 12 leavers on the main payroll.
* DDC also has 36 elected members of the council who receive a basic allowance on a monthly basis. A proportion of these members are also entitled to a special allowance. There are 4 special allowance bands that the members receive, dependant on role and committee. Three of these special allowances are paid on monthly and the other half yearly. All members can make claims for their expenses when attending meetings while representing DDC. The mileage rates are consistent with the rates used for DDC employees.
* DDC administers elections throughout the year and employs additional election staff who are paid a set fee and any expenses through payroll. This payroll for non-DDC staff is managed on a separate interface and can be ad-hoc throughout the year. Between April and November 2016 the council made 453 salary payments to 262 staff on the Elections payroll, which included the EU Referendum.
* During 2015/16 there were 806 mileage and subsistence claims and 199 overtime claims on the main payroll.
* In addition there were 158 claims for members’ expenses and 200 mileage and subsistence claims on the elections payroll.

**4.3.1 Timetable**

* Each month payment must arrive in the employees’ or elected members’ bank accounts on the 25th of the month or the nearest working day before that (where the 25th falls at a weekend or on a bank holiday). The only exception to this is December, for which the payment date will be agreed annually by 31 March of the calendar year.
* Pay slips are to be delivered to the council at least 3 working days prior to the payments arriving in employees’ or elected members’ bank accounts
* The council and supplier will agree a timetable by 31 March each year to enable these payment dates to be met.
* The Payroll provider is required to inform us of any material situation that could impact on their ability to deliver the service within one working day of an issue arising.
* The contract period is for up to 6 years, comprising an initial period of 3 years and an option to extend for up to 3 further years.
* A parallel running period will be required prior to the start of the contract to ensure that the first payroll of the new contract can be delivered effectively in July 2017.

**4.4.1 Working methods and codes of practices**

* The tender should include a detailed explanation of the tenderer’s working methods.
* Suppliers must comply with relevant UK and EU legislation and regulations (including the Data Protection Act and any subsequent or superseding legislation) in addition to HMRC and LGPS requirements relating to payroll.

**4.5.1 Quality and performance standards**

* Once the 1st run of payslips and exceptions reports are provided the Provider will undertake a complete check of all the payroll input. A comparison is also to be run against the previous month’s payslips to highlight any discrepancies. The exceptions report is checked by the provider and submitted to DDC to highlight any gross pay over £3,000 and net pay over £2,200, maternity pay, leavers and tax refunds.
* It is also necessary for DDC to have access to the payroll system at this time to undertake a parallel review simultaneously to the provider to check some queries that may not show on the payslips e.g. movement within internal posts, vehicle registrations, bank details, address changes.
* Queries are then sent back to payroll provider who will check and amend the records accordingly and then send another run of payslips and exceptions report for checking. When all is correct, confirmation is given to the provider that they can proceed.
* The payroll must be paid to all employees and members and pay slips made available on the agreed date every month.
* The payroll manager for this contract will be a suitably qualified person, and details of their experience and qualifications should be included in the tender response.
* Business continuity requirements are summarised in section 3.2.1(h).
* Detailed references will be taken and will form a key part of the tender evaluation (see section 11 – Award Criteria).

**4.6.1 Performance targets**

* Performance indicators will be agreed as part of implementation, but tenders should propose challenging KPIs as an information item.

**4.7.1 Interface with other suppliers**

* There will be an implementation period during which the new supplier will be required to work with the council and its current supplier to set up the new service.
* The council is currently reviewing its Human Resources system, and the successful supplier may be required to work with the HR system supplier if the council decides to implement HR self-service, for example in relation to expenses claims.
* It is expected that communication between suppliers will normally be through the council’s Payroll Liaison Officer, HR or Elections Manager.

**4.8.1 Confidentiality**

* All data is confidential and must be treated as such.
* Secure e-mail is to be used for all correspondence relating to employee data.

**4.9.1 Reporting**

* Procedures will be put in place for the regular and formal monitoring and review of the Payroll Service, to continuously improve its effectiveness and to resolve issues of concern by either party that have not been resolved through informal discussions between such reviews.
* As a minimum, quarterly meetings will be established to review performance against the contracted specification (with an option to cancel the meeting if no substantive issues are at hand). Either party will be able to call an exceptional meeting if matters arise that require an immediate resolution.
* Information to be passed to the council is detailed in the Core section of the specification above. In addition, the successful supplier is required to notify the council of any complaints received directly from any DDC staff, elected members, or DDC elections staff and any resolution agreed with them.
* The supplier will be required to provide transaction volume data, which the council may use for benchmarking purposes.
* Quarterly service and contract review meetings will be required

**4.10.1 Problem Solving**

* For the purposes of the management of the arrangements, the payroll provider is expected to nominate a specific individual (who is familiar with the contract, service provision and issues in hand) to manage the contractual relationship with DDC. The Chief Finance Officer will nominate the contact on behalf of DDC.
* Any issues that arise should be resolved between the Nominated Contract Manager within the Payroll Provider and the Chief Finance Officer where possible.
* In order to manage any issues arising that cannot be resolved between the Nominated Contract Manager within the Payroll Provider and the Chief Finance Officer, an escalation facility is to be proposed and should be outlined within the tender document.
* Complaints and subsequent actions/resolutions will be recorded and monitored by the council’s Payroll Liaison Officer for the main payroll (including elected members), and by the Principal Elections Officer for the elections payroll.

**4.11.1 Training and maintenance**

* The supplier is required to provide any training necessary for council employees, elections staff and elected members necessary to implement their service, and this should be provided free of charge.
* If there is any maintenance element required in delivering this service (for example software updates), this should be detailed and specifically costed in the tender.

**4.12.1 Review of Procedures/Change**

* The council will notify the supplier if they are interested in implementing any items identified under section 4.2.1i (above) and request implementation of the service required.
* In the event that there is a change to the specification required not identified in the suppliers response to section 4.2.1i, the council will contact the supplier in writing to enquire what they can offer to meet the change identified.
* It is assumed that items covered in section 4.2.1i will be provided at the cost quoted in this tender, with no additional implementation charge.
* Quotes for potential changes to the specification (including implementation costs) will be requested prior to approval of any change.
* Changes to the specification will be authorised by the Chief Finance Officer.

**Section 4 - Appendix 1 Deduction and Payment Types**

|  |  |
| --- | --- |
| Deduction Types | Description |
| Childcare Vouchers | Salary sacrifice (for those not electing to change to Tax Free Childcare when it is introduced). Monetary value from DDC HR. |
| Car Loan Scheme | DDC Finance to detail repayment terms. |
| Lease Car Deductions | DDC Finance to detail hire charges. |
| Charity Donations | DDC Finance to submit the donations form. |
| P.A.Y.E. | As per HMRC guidelines. |
| Cycle Scheme | Salary sacrifice. Monetary value from DDC HR. |
| Council Tax | As per DDC C/Tax bill, submitted by employee. |
| Unison | As per Unison instructions. |
| NI Contributions | As per HMRC guidelines. |
| AEO | As per order. |
| Overpayments | See page 3 of specification. |
| Local Government Pension Scheme | As per LGPS guidelines. |
| LG Additional Pension | As per LGPS guidelines. |
| AVCs | As per employee instruction. |
| Repayment of advances | DDC to detail repayment terms. |
| Student Loan repayment | As per HMRC guidelines. |
| Ad Hoc Invoices | DDC Finance to detail repayment terms. |
| Personal health cover | As per employee instruction. |
| 2nd bank account | As per employee instruction. |
| Unpaid Leave | Based on hourly rate of pay |
| Credit Union | As per employee instruction. |
| Payment Types |  |
| Pay in lieu of Annual Leave re leavers who have under or over taken allowance | Based on the hourly rate of pay held for the employee. |
| Honorariums | As per DDC policy. |
| Basic Pay | 1/12th of annual salary or pro rata. |
| Car Lump Sum | Essential User Car Allowance |
| Protected Pay | For employees who are on a protected pay point, not eligible for incremental or cost of living increases. |
| Holiday Pay In Lieu | To pay leavers for outstanding holiday entitlement. |
| Maternity Pay | As per DDC policy. |
| Adoption Pay | As per DDC policy. |
| Basic Pay Job 2, Job 3 etc | Used for those in a split post or split budget code. |
| Overtime | Paid at time and a half when 37 hours exceeded. |
| Pay Award Arrears | For backdated pay award payments. |
| Plain time | Additional hours at basic rate of hourly pay. |
| SMP | Statutory Maternity Pay |
| SPP | Statutory Paternity Pay |
| SSP | Statutory Sick Pay |
| Mileage | As per approved claims |
| Subsistence (incl parking) | As per approved claims |
| Members Pay | Basic & special allowances plus any expenses |
| First Aider supplement | As per DDC instructions. |
| Fire Warden supplement | As per DDC instructions. |
| OSP | Occupational Sick Pay |
| Redundancy Pay | As per DDC instructions. |
| Long Service Award | As per DDC policy. |

The above lists are not intended to be exhaustive but should cover almost all current and potential deductions and payments, which will be required during the course of the contract.

**Section 4 - Appendix 2 Occupational Sick Pay**

The calculation of occupational sick pay is made on the basis of a rolling 12 months. For sick pay purposes a calendar month is calculated on a 26 day basis which includes Saturdays but excludes Sundays.

Occupational Sick Pay entitlements are as follows:-

During 1st Year of Service: One Month Full Pay

After four months’ Service: One Month Full Pay & Two Months Half Pay

During 2nd Year of Service: Two Months Full Pay & Two Months Half Pay

During 3rd Year of Service: Four Months Full Pay & Four Months Half Pay

During 4th & 5th Year of Service: Five Months Full Pay & Five Months Half Pay

After 5 Years’ Service: Six Months Full Pay & Six Months Half Pay

**5.1 Questionnaire Purpose**

# **5 - GUIDANCE NOTES**

The purpose of this Questionnaire is to establish which businesses are suitably capable, competent, qualified and experienced to deliver the requirements of the service.

**5.2 Questionnaire Layout**

The questionnaire is split into 10 distinct parts:

Section 1 Seeks details of your organisation

Section 2 Seeks to find out whether your organisation, or any relevant directors, partners or employees, have been convicted of certain criminal offences

Section 3 Relates to business probity

Section 4 Requests financial information

Section 5 Seeks Contract Experience

Additional Modules

Section A Business Specific Requirements

Section B Requests details of insurances

Section C Compliance with equality legislation

Section D Environmental Management

Section E Health and Safety

All information requested should be provided in the order and format of the parts.

**SECTION 1. SUPPLIER INFORMATION**

|  |  |  |
| --- | --- | --- |
| **1.1 Supplier details** **6 - APPLICATION QUESTIONNAIRE** | **Answer** | |
| Full name of the Supplier completing the bid |  | |
| Registered company address |  | |
| Registered company number |  | |
| Registered charity number |  | |
| Registered VAT number |  | |
| Name of immediate parent company |  | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | ☐ |
| ii) a limited company | ☐ |
| iii) a limited liability partnership | ☐ |
| iv) other partnership | ☐ |
| v) sole trader | ☐ |
| vi) other (please specify) | ☐ |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | ☐ |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | ☐ |
| iii) Sheltered workshop | ☐ |
| iv) Public service mutual | ☐ |

|  |  |
| --- | --- |
| **1.2 Bidding model** | |
| **Please check the relevant box to indicate whether you are:** | |
| a)   Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | ☐ |
| b)   Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for and use a separate Appendix. | ☐ |
| c)   Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services.  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for and use a separate Appendix. | ☐ |
| d)      Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | ☐ |
| e)      Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV and provide full details of the bidding model using a separate Appendix. | ☐ |

|  |  |
| --- | --- |
| **1.3 Contact details** | |
| Supplier contact details for enquiries about this bid | |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |  |  |
| --- | --- | --- |
| **1.4 Licensing and registration (please check the relevant box)** | | |
| 1.41 | a) Registration with a professional body  If applicable, is your business registered with the appropriate trade or professional body(ies) in the EU member stage where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state  If yes, please provide registration number and name of the body in the next column. | ☐ Yes  ☐ No    Details: |
| 1.4.2 | b) Is it a legal requirement in the state where you are established for you to be a licensed or a member of a relevant organisation in order to provide the requirement in this procurement?  If yes, please provide additional details of what is required and confirmation that you have complied with this in the next column | ☐ Yes  ☐ No  Details: |

**SECTION 2 GROUNDS FOR MANDATORY EXCLUSION**

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

|  |  |
| --- | --- |
| **2.1 Within the past five years has your organisations (or any member of your proposed consortium, if applicable), Directors or partners or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by checking the relevant box.** |
| a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to the participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime | ☐ Yes  ☐ No |
| b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 | ☐ Yes  ☐ No |
| c) the common law offence of bribery | ☐ Yes  ☐ No |
| d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983 | ☐ Yes  ☐ No |
| e) any of the following offences, where the offence relates to fraud affecting European Communities’ financial interests as defined in Article 1 of the Convention on the Protection of the Financial Interests of the European Communities: | ☐ Yes  ☐ No |
| i) the offence of cheating the Revenue; | ☐ Yes  ☐ No |
| ii) the offence of conspiracy to defraud; | ☐ Yes  ☐ No |
| iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; | ☐ Yes  ☐ No |
| iv) fraudulent trading within the meaning of Section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; | ☐ Yes  ☐ No |
| v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; | ☐ Yes  ☐ No |
| vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; | ☐ Yes  ☐ No |
| vii) destroying, defacing, or concealing of documents or procuring the execution of valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; | ☐ Yes  ☐ No |
| viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or | ☐ Yes  ☐ No |
| ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supply or offering to supply articles for use in frauds within the meaning of section 7 of that Act; | ☐ Yes  ☐ No |
| f) any offence listed: | ☐ Yes  ☐ No |
| i) in section 41 of the Counter Terrorism Act 2008; or | ☐ Yes  ☐ No |
| ii) in Schedule 2 of that Act where the court has determined that there is a terrorist connection. | ☐ Yes  ☐ No |
| g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f) | ☐ Yes  ☐ No |
| h) money laundering within the meaning of sections 340 (11) and 415 of the Proceeds of Crime Act 2002 | ☐ Yes  ☐ No |
| i) an offence in connection within the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 | ☐ Yes  ☐ No |
| j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004 | ☐ Yes  ☐ No |
| k) an offence under section 59A of the Sexual Offences Act 2003 | ☐ Yes  ☐ No |
| l) an offence under section 71 of the Coroners and Justice Act 2009 | ☐ Yes  ☐ No |
| m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or | ☐ Yes  ☐ No |
| n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive - | ☐ Yes  ☐ No |
| i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or | ☐ Yes  ☐ No |
| ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. | ☐ Yes  ☐ No |

**SECTION 3 GROUNDS FOR DISCRETIONARY EXCLUSION**

The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |
| --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; | ☐ Yes  ☐ No |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; | ☐ Yes  ☐ No |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; | ☐ Yes  ☐ No |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; | ☐ Yes  ☐ No |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; | ☐ Yes  ☐ No |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; | ☐ Yes  ☐ No |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; | ☐ Yes  ☐ No |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or | ☐ Yes  ☐ No |

|  |  |
| --- | --- |
| (i) your organisation has undertaken to |  |
| (aa) unduly influence the decision-making process of the contracting authority, or | ☐ Yes  ☐ No |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or | ☐ Yes  ☐ No |
| 1. your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | ☐ Yes  ☐ No |
| 1. your organisation is not able to provide a secure e-mail address for queries, correspondence and other relevant service delivery | ☐ Yes  ☐ No |
|  |  |

**Conflicts of interest**

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Questionnaire The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

**SECTION 4 ECONOMIC AND FINANCIAL STANDING**

|  |  |  |
| --- | --- | --- |
|  | **FINANCIAL INFORMATION** | |
| 1 | **Please indicate that you, and if applicable all other members of your consortium, can provide one of the following to demonstrate your economic/financial standing:**  Please indicate your answer with an ‘X’ in the relevant box. | |
| 1. A copy of the audited accounts for the most recent two years | ☐ |
| 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation | ☐ |
| 1. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position | ☐ |
| 1. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | ☐ |
| 2 | **(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?**  If yes, please provide the name below:   |  |  | | --- | --- | | Name of the organisation |  | | Relationship to the Supplier completing the Questionnaire |  | | ▢ Yes  ▢ No |

In order to achieve a pass on this section, your organisation’s financial information must show:

* Acceptable liquidity level Current Ratio 1:1 or better
* Acceptable risk level Debt Ratio greater than 1
* Positive trend debt levels Stable or improving position - Total debt over Share Capital plus useable reserves.
* Positive trend Debtors Stable or Improving year on year position for debtors due in less than one year
* Positive trend Creditors Stable or Improving year on year position for creditors due in less than one year.
* No areas of financial concern e.g. no County Court Judgements (CCJs), etc.

If any of these criteria is not met in your financial information, please explain why and what is being done to address the position.

**SECTION 5 TECHNICAL AND PROFESSIONAL ABILITY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Relevant experience and contract examples** | | | |
| Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the Authority’s requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.  The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. | | | |
|  |  | Contract 1\* | Contract 2 | Contract 3 |
| 5.1 | Name of customer organisation |  |  |  |
| 5.2 | Point of contact in customer organisation  Position in the organisation  E-mail address |  |  |  |
| 5.3 | Contract start date  Contract completion date  Estimated Contract Value |  |  |  |
| 5.4 | In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. |  |  |  |
| 5.5 If you cannot provide at least one example for questions 5.1 to 5.4, please provide an explanation for this in no more than 500 words e.g. your organisation is a new start-up. | | | | |
|  | | | | |

**\*Please note that the reference given as ‘Contract 1’ should be willing to complete a brief questionnaire that will make up 10% of the main scoring as detailed in Part 11 below.**

**ADDITIONAL MODULES**

**SECTION 6. INSURANCES**

|  |  |
| --- | --- |
| Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = £10m  Public Liability Insurance = £5m  Professional Indemnity Insurance = £2m  \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Yes/ No  Yes/ No  Yes/ No |

**SECTION 7. EQUALITY AND DIVERSITY**

|  |  |  |
| --- | --- | --- |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | |
| C.1 | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | ☐ Yes  ☐ No |
| C.2 | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | ☐ Yes  ☐ No |
| C.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ☐ Yes  ☐ No |

**SECTION 8. ENVIRONMENTAL MANAGEMENT**

|  |  |  |
| --- | --- | --- |
| D.1 | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?  If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | ☐ Yes  ☐ No |
| D.2 | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | ☐ Yes  ☐ No |

**SECTION 9. HEALTH & SAFETY**

|  |  |  |
| --- | --- | --- |
| E.1 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | ☐ Yes  ☐ No |
| E.2 | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.    The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | ☐ Yes  ☐ No |
| E.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ☐ Yes  ☐ No |

**SECTION 10 DECLARATION**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of......................... (**Insert name of supplier**).  I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that there is no conflict of interest in relation to the Authority’s requirement.  The following appendices form part of our submission:   |  |  | | --- | --- | | **Section of Questionnaire** | **Appendix number** | |  |  | |  |  | | |  |
| **FORM COMPLETED BY** | |
| 6.1 | Name |  |
| 6.2 | Role in organisation |  |
| 6.3 | Date |  |
| 6.4 | Signature |  |

Notes for Tenderers

## 7 – TENDER RESPONSE

The purpose of the Tender Response section is to enable the Council to evaluate your understanding of requirements and the quality of your methodology for meeting them

Your Response should describe clearly and concisely how you would provide each of the main requirements laid out in the Specification

You must answer each question in the box provided and not exceed 500 words in any one response. However you may append small amounts of supplementary information for the response (such as flow charts, Business Continuity Plans, etc) to the tender.

N.B. Any such supplementary information will only be scored if it is listed with the relevant question number in the box under sub-section 1.6 below.

**SECTION 1 Proposed Working Methods (50% of Score)**

**1.1 Comprehensiveness of Solution (18% of Score)**

A Business Specific Requirements (10%)

Please explain how your organisation will carry out the contract, including the roles and responsibilities of your organisation and DDC and a clear timetable of how all relevant targets and deadlines are to be met.

|  |
| --- |
|  |

B Compliance (4%)

Please highlight any aspects of the specification that your organisation may not be able to deliver in full, or at all, and outline why and what your alternative proposal is.

(If you are able to meet all parts of the specification in full, please confirm this here).

|  |
| --- |
|  |

C ICT (4%)

Please explain the ICT system in detail that will be used to deliver the service.

Please include the number of concurrent users permitted on the system under this tender (split between active and enquiry only users).

Please also include hardware set up and maintenance, integration with DDC’s existing systems, and levels of downtime experienced.

|  |
| --- |
|  |

**1.2 Security and Reliability (10% of Score)**

A Data Management (3.3%)

Please explain how your organisation intends to manage DDC’s data to maintain accuracy and integrity throughout the duration of the contract.

|  |
| --- |
|  |

B Security (3.3%)

Please explain how your organisation intends to both store and communicate DDC’s data securely and efficiently.

|  |
| --- |
|  |

C Business Continuity (3.3%)

Please explain how effective business continuity will be ensured throughout the duration of the contract. *Include a copy of your Business Continuity Plan.*

|  |
| --- |
|  |

**1.3 Implementation (7% of Score)**

Give an example of a previous implementation process.

Explain clearly your approach to implementation incorporating all aspects of the implementation such as timetable, lessons learnt, training provided, and any dispute resolutions that occurred. Please state how this would be adapted to meet DDC’s timeframes.

|  |
| --- |
|  |

**1.4 Quality (10% of Score)**

A Performance Measurement (5%)

How does your organisation propose that performance is measured in delivering the service?

|  |
| --- |
|  |

B Performance Management (5%)

How does your organisation ensure that its staff and processes deliver the full range of services to a high standard of quality; and how does your organisation deal with performance issues?

|  |
| --- |
|  |

**1.5 Contract Management and Communication (5% of Score)**

A Contract Management (2.5%)

How does your organisation propose to handle interaction with DDC, its staff and contract managers?

|  |
| --- |
|  |

B Problem Solving (2.5%)

How does your organisation approach problem solving when faced with issues?

|  |
| --- |
|  |

**1.6 Supplementary Information** *(scored with the response to the relevant question)*

If you wish to append any concise supplementary information in relation to your organisation’s response to any of questions above, please say briefly in the box below which question the information relates to and what supplementary information you have appended.

|  |
| --- |
|  |

**Note:**

The remaining 10% of the non-price score is allocated to the key reference identified as Contract 1 in your response to Part 6, section 5 of the ITT.

Scoring for the key reference will take into account the reference’s feedback in relation to quality, reliability, adaptability and contract management.

**SECTION 2 Project Plan** *(For information only – not scored)*

2.1Please detail your proposed project plan (including resources and timescale).

Weekly checkpoint reports, providing a high-level status summary of progress to date, will be required. The exact detail of these and additional formal reporting requirements will be clarified during the interview stage.

2.2 Please identify proposed key milestones for Implementation

|  |  |
| --- | --- |
| **Milestone** | **Provider Timetable** |
| [Project commences] |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| ‘Go Live’ | 1 July 2017 |

Following agreement, time-scales will be incorporated into the Agreement for the provision of the Services.

**SECTION 3 Any Other Information** *(For information only – not scored)*

3.1 Please indicate here any other information which you consider may be relevant to support your submission.

## 8 - PRICING SCHEDULE

Tenders should provide a total cost in the box provided. This is the price that will be evaluated. Tenderers should also provide a split of the total price between the Main Payroll (including elected members) and the Elections Payroll. This split will be for information only.

##### Costs

The costs should be broken down into components with a full description of each component and its associated time and costs.

|  |  |  |
| --- | --- | --- |
| **Component** | **Component description** | **Total Costs (£)** |
| Mandatory reports |  |  |
| Pay slips | Hard copy delivered to DDC offices or Electronic |  |
| Annual maintenance |  |  |
| Licences |  |  |
| Implementation |  |  |
| Other (please specify) |  |  |
|  | Total (All Payrolls – This is the figure that will be scored) |  |

*Note – You may adjust the size of the text boxes in the table to suit your response.*

For information only, please provide a split of the above total to show:

Total price relating to Main Payroll £\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

Total price relating to Elections Payroll £\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please add a separate schedule of costs for any additional/optional services for information purposes.

The Council’s standard payment terms are 30 days from receipt of invoice.

# **9 – PAYMENT DETAILS**

Payment is by BACS

It is the policy of the Council to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

Bank Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sort Code / /

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No invoices will be accepted from any Supplier without an official written order from us and the order number in full being quoted on all invoices.

**IMPORTANT**

All invoices for Daventry District Council should be addressed to:

Daventry District Council

Accounts Payable

Lodge Road

Daventry

Northamptonshire NN11 4FP

**Failure to do so may lead to a delay in payment.**

**10 – FORM OF TENDER AND TENDERING CERTIFICATE**

**Note: Refusal to give this declaration and undertaking means that your tender will not be considered.**

To: Daventry District Council (the “Authority”) Date: ……………………………

Provision of Managed Payroll Services

Reference Number:

We: [INSERT NAME]

…………………………………………………………………………………………………

the undersigned, having examined the ITT and all other schedules, do hereby offer to provide [NAME OF SERVICES] as specified in those documents and in accordance with the attached documentation to the Authority commencing [DATE] and continuing for the period specified in the Contract.

If this offer is accepted, we will execute such documents in the form of the Contract within [NUMBER] days of being called on to do so.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Authority or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Authority and the [manager **OR** company].

We further undertake and it shall be a condition of any Contract, that:

* The amount of [my **OR** our] Tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of [my **OR** our] Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Authority.
* We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT.

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and status

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and status

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of [NAME OF COMPANY, PARTNERS OR CONSORTIUM

I/We declare that:

1. 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 in accordance with any agreement or arrangement with any other person.

2. 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:

a communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium quotations required for the preparation of the tender.

b entering into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted.

c offering or paying or giving or agreeing to pay or give 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 work any act or thing of the sort described above. We acknowledge that if we, or anyone who acts on our behalf, behaves improperly or commits an offence under the Bribery Act 2010, the Council may cancel the contract and recover all costs and losses.

In this certificate, the word ‘person’ includes any persons or any body or associated, corporate or unincorporated, and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

Dated this ……………………………day of ……………………………..20…………………….

Signature …………………………………………………………………………..

For and on behalf of ………………………………………………………………

*(Name of firm or Company)*

Status of signatory…………………………………………………………………

*(eg Partner or Director)*

Evaluation of Tenders will be carried out by officers of the Council to ensure an appropriate breadth of experience and understanding of the issues covered by the tender submission.

**11 – AWARD CRITERIA**

Tenders must pass the evaluation of section 6 in order to qualify for consideration against the award criteria.

**11.1 Award Criteria**

The Award Criteria are made up of two elements:

a) Price. This accounts for 40% of the marks

Price scores will be evaluated by a calculation based upon the lowest of all the prices submitted by tenderers. The tenderer with the lowest overall price will be awarded the full score of 40 with the remaining tenderers gaining pro-rated scores in relation to how much higher their prices are compared to the lowest price as follows

**Lowest price /bidders price x 40 = price score**

b) Non-Price (Quality). This accounts for 60% of the marks.

Quality will be measured by an assessment of a tenderer’s response to the specification as set out in Part 4 with supporting information set out in Part 6 (50%) and the detailed references provided by the tenderer (10%).

Each response to the specification criteria will be awarded a separate score out of 5, with 5 being the highest and 0 the lowest score. The definitions of each level of scoring are as follows:

|  |  |
| --- | --- |
| Score |  |
| 5 | **Excellent Response**  The response is compliant indicating that the tenderer has a comprehensive  understanding of the requirements and the proposed solution will meet the contract standard and provide significant additional benefits beyond the stated requirement. |
| 4 | **Good response**  The response is compliant clearly indicating that the tenderer can deliver the entire contract requirement and the solution offers some limited benefits beyond the stated requirements. |
| 3 | **Acceptable response**  The response is compliant. This indicates that all the basic contractual requirements are met, but not exceeded and the contract would be delivered. |
| 2 | **Unsatisfactory response**  The response is partially compliant, with shortfalls in the solution offered. This indicates that not all the requirements of the contract would be met and there would be difficulty in delivering the contract requirements. |
| 1 | **Unacceptable response**  The response is partially compliant, but with serious deficiencies in the solution offered. This indicates there would be serious difficulties or inability in delivering the requirements. |
| 0 | **Non compliant response**  The tenderer fails to meet the requirement and/ or the response has not provided relevant information to answer or indicate a solution to the required requirements. |

Tenders will be automatically eliminated from the process on achieving a score of 2 or below on any question in section 7.

Responders must ensure that the questions asked in section 7 above are answered, as this will form the basis for 50% of the scoring and the categories will be weighted as follows:

18% Comprehensiveness of Solution

10% Security and Reliability

7% Implementation

10% Quality

5% Communication and Contract Management

The remaining 10% of the quality score is allocated to the key reference identified as Contract 1 in your response to Part 6, section 5 of the ITT.

Scoring for the key reference is based on the following criteria - quality, reliability, adaptability and contract management.

**Template for Appendices**

|  |
| --- |
| **Appendix Number -** |
| **Questionnaire Section -** |
| **Question Number -** |
|  |

1. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-1)