

Invitation to Tender

**Finance & HR Outsourced Services**

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## Introduction

* + 1. The Single Source Regulations Office (SSRO) is inviting Tenders for the procurement of an outsourced Finance & HR Support Service, under which it will enter into contract with the successful bidder to provide the Service as described in the Brief **(Appendix 1)**.
		2. This document contains the information and instructions that you will need to submit a response. The SSRO will evaluate Tenders fairly against the evaluation criteria, in accordance with the methodology set out in this Invitation To Tender (ITT).

### Instructions to firms submitting a Tender

* + 1. Please read the instructions on the Tendering procedures carefully. Tenders must be submitted strictly in accordance with the instructions contained within this ITT. Failure to comply with the instructions or to return non-compliant Tenders may invalidate your Tender. It is important, therefore, that you provide all the information required in the format and order specified in this ITT.

### The contract opportunity

* + 1. The SSRO is seeking to appoint a suitably qualified and experienced provider to deliver, run and manage its Finance & HR Services. The scope of the procurement includes: Financial Accounting, Management Accounting, Resource Accounts production, Payments, Payroll and Core Human Resource (HR) Functions, all as described in this ITT and particularised in the Brief **(Appendix 1)**.
		2. The successful Tender will demonstrate a full understanding of the requirements and will have the ability and commitment to provide a comprehensive outsourced service to the SSRO.
		3. Please note that the contract duration is **36 months** and that the SSRO has set an affordability threshold for the three-year run costs (including implementation costs) at **a maximum of £175,000.00** excluding VAT. Any total price/whole life cost quoted that exceeds the SSRO’s affordability threshold will be rejected and the Bidder will be disqualified from further participation in the procurement process.

### Timetable

* + 1. The indicative timetable for the procurement exercise is given in the table below. However, the SSRO reserves the right to vary, amend or cancel the process at any stage prior to entering into any contract with a successful Bidder. Where amendments are significant, the SSRO may at its discretion extend the deadline for receipt of Tenders.

| **Stage**  | **Target date** |
| --- | --- |
| Tender documents issued | 14 January 2019 |
| Deadline for receipt of clarification questions | 21 January 2019 (5pm) |
| SSRO response to supplier questions | 28 January 2019 |
| Tender return deadline | 13 February 2019 (5pm) |
| System demonstration | 19 February 2019 |
| Notification of decision | 01 April 2019 |
| Contract commencement date  | 01 August 2019  |

### Content and amendments

* + 1. The information contained in this ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the SSRO will not accept any liability for its accuracy, adequacy or completeness and no warranty is given in that regard. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the SSRO.

### Questions about this ITT

* + 1. It is the responsibility of Tenderers to obtain at their own expense all additional information necessary for the preparation of their response to this ITT. No claims of insufficient knowledge will be entertained.
		2. You may submit any clarification questions you have relating to this ITT by no later than the date and time specified in the timetable above.
		3. Please only submit such queries by email to the SSRO at**:** tenders@ssro.gov.uk
		4. Any clarification questions should clearly reference the appropriate paragraph in the documentation and, to the extent possible, multiple questions should be aggregated rather than sent individually.
		5. The SSRO will respond to reasonable requests for clarification of this ITT and supporting documents, provided they are received before the deadline. No queries received after the deadline will be answered.
		6. Clarifications provided by the SSRO will be circulated to all Tenderers on or before the date specified in the table in paragraph 1.7 and the timetable above. All questions and their answers will be published and circulated to all bidders without revealing the identity of the individual bidder that put forward a question.
		7. Any Tender clarifications issued because of this Tender, will form part of the contractual agreement between the SSRO and the successful Bidder.

### Instructions for return of Tenders

* + 1. Please only return your Tender by email to the SSRO at: tenders@ssro.gov.uk.
		2. The title of your email must be “Finance & HR Support Services”. The documents required to be submitted with your proposal should be provided as attachments to your email.
		3. Your Tender must be returned by the date and time specified in the timetable above. Any Tender received after this date and time will not be considered. Tenders received will be retained unopened until after the deadline for submission has lapsed.
		4. It is your responsibility to ensure that your Tender is received no later than the stipulated date and time. The SSRO accepts no liability whatsoever for Tenders that are not received, including for reasons of internet connectivity issues, transmission delays or errors.
		5. Bidders are advised to retain for themselves details of their submission. The SSRO reserves the right to make a charge to subsequently provide a copy of a submitted Tender.

### Transparency

* + 1. The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the SSRO. You should be aware of the SSRO’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the SSRO. Information provided by you in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the SSRO, unless the SSRO decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies.
		2. If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved. Such designation alone may not prevent disclosure if in the SSRO’s reasonable opinion publication is required by applicable legislation or policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).
		3. Additionally, for reasons of transparency, the SSRO may publish its Tender documents (including ITTs such as this) on a publicly searchable website. The same applies to any contract entered into by the SSRO once the procurement is complete. By submitting a Tender, you agree that your participation in this procurement and any resultant contract may be made public. Where Tender documents issued by the SSRO or contracts with its suppliers are disclosed, the SSRO will redact them as it thinks necessary and in doing so will have regard to the exemptions in the FOIA or EIR.

### Canvassing and bidders conduct

* + 1. Offering an inducement of any kind in relation to obtaining this or any other contract with the SSRO will disqualify your Tender from being considered and may constitute a criminal offence.
		2. Bidders will be disqualified if they:
			- tell anyone else what their Tender price is or will be, before the deadline for delivery of Tenders;
			- try to obtain any information about anyone else's Tender or proposed Tender before the deadline for delivery of Tenders; or
			- make any arrangements with another organisation about whether or not they should Tender, or about their or your Tender price.
		3. Should it be determined that any bidder has been communicating with any other bidder in respect to this Tender, the SSRO may, acting reasonably, disqualify both bidders.
		4. The SSRO will investigate Tenders where the price appears to be abnormally low. If the bidder cannot provide substantial reasons for the low prices (which may include justifying the sustainability of the bid over the life of the contract), then the SSRO may disqualify the bidder.
		5. You should not withdraw a Tender after the submission deadline. If you do so, and the SSRO is not satisfied with the reasons for withdrawal, then the SSRO may refuse to accept future Tenders from you.
		6. If the SSRO disqualifies a bidder from this procurement, it will also consider whether to exclude the bidder from subsequent procurement exercises.

### Conflicts of interest

* + 1. The SSRO is keen to avoid any actual and/or potential conflicts of interest. Therefore, the SSRO requires that bidders notify it immediately should there be any risk of a conflict of interest. Any bidder failing to notify a conflict that is later identified will be disqualified.

### Acceptance of Tenders

* + 1. The SSRO reserves the right to discontinue this procurement at any time or not to select a supplier, without liability, and does not bind itself to accept any Tender.
		2. Bidders are advised that in the event of their Tender being successful, the contract between the SSRO and the Contractor will only come into existence once it has been duly executed in writing by both parties.
		3. No other purported method of acceptance (e.g. telephone call) or any action by the bidder (e.g. commencement of any work) shall be binding upon the SSRO or have any contractual effect.
		4. Nothing contained in this ITT shall constitute an agreement. Receipt by the bidder of this ITT does not imply the existence of a contract or commitment by or with the SSRO for any purpose and bidders should note that the ITT may not result in the award of any business.

### Bid costs

* + 1. Tenders are to be prepared and submitted at the cost of the bidder. The SSRO will not be liable for any costs incurred by the bidder in the preparation and submission of a Tender. For the avoidance of doubt, bid costs include fees incurred by the Bidder directly or indirectly as a result of preparation and submission of this Tender.

### Sub-contractors and consortia

* + 1. If you are bidding for this contract in association with another supplier, you must explain the structure of your bid. If you do not do so, then your bid may be disqualified.
		2. Bidders must indicate whether they are reliant on any third parties for any aspects of fulfilling the service as specified, or if this is a consortium bid. In such cases you should provide full details of sub-contractors, the nature of the relationship and the intended balance of work to be completed, and copies of and quality assurance arrangements operating with sub-contractors. Failure to provide this information, where a consortia or sub-contracting arrangement is proposed, may lead to the bid being disqualified.
		3. Bidders and Contractors must not, without the prior consent of the SSRO, appoint sub-contractors or add consortia partners who have not been declared as part of the initial submission. The SSRO may refuse consent for any reason, acting reasonably. This is to ensure that services are delivered in a timely, good quality and cost-effective fashion.
		4. The SSRO may request a copy of the consortia legal arrangements or the form of contract to be entered into between the Contractor and any proposed sub-contractor. Failure to provide this information may lead to the bid being disqualified or the SSRO withholding its consent to sub-contractors.

## The Brief

* + 1. The Brief is provided as a separate attachment to this ITT (Appendix 1). It will comprise one of the Schedules to the Contract.
		2. Bidders must address the requirements of the Brief in their Tenders, by providing responses to the Tender Questions.

## Contractor’s Tender

* + 1. A submitted Tender (“the Tender” or “the Contractor’s Tender”) must include the following:
			- Form of Tender;
			- Response to Tender Questions;
			- Pricing Schedule;
			- Evidence of Insurance;
			- Equalities Policy;
			- Consortia/sub-contracting proposals (where relevant); and
			- Statement of Conduct.
		2. Tenders which omit any of the documents in 3.1, or which include documents that are not properly completed may be rejected.
		3. No qualifications, caveats or unauthorised alternations are to be made to the ITT documentation (including the Contract Terms). Tenders containing such qualifications, caveats or qualifications, may be rejected at the SSRO’s sole discretion.
		4. Any additional pre-existing material which may expand upon your Tender may be included as appendices with cross-references to this material in the main body of your Tender, but only where expressly permitted by the Tender Questions.

### Form of Tender

* + 1. Bidders must provide a completed Form of Tender, which is provided as a separate attachment to this ITT **(Appendix 6).**

### Response to Tender Questions

* + 1. Bidders must complete the Response to Tender Questions which is provided as a separate attachment to this ITT **(Appendix 2).** Bidders must respond in full to each of the questions set out in the Response to Tender Questions document.
		2. If a question is similar to a question included elsewhere in the Response to Tender Questions document, you should repeat your response where relevant and expand upon it as necessary. Bidders should not, however, exceed the indicated word limits as the SSRO will not evaluate the excess material unless expressly stated that it will do so in the Response to Tender Questions document.
		3. The SSRO has set Key Performance Indicators, which include minimum performance requirements and service credit mechanisms, and which are attached as **(Appendix 4).** Bidders should take account of these and the provisions set out therein when submitting their bid. Appendix 4 shall form part of the contract awarded to the successful bidder.

### Pricing Schedule

* + 1. Bidders must complete a Pricing Schedule which is provided as a separate attachment to this ITT **(Appendix 3).**
		2. Bidders must quote on the basis that the prices set out in the Pricing Schedule shall remain fixed for the period of the Contract. Bidders are strongly advised to check all figures and calculations before submitting their Tenders. The SSRO will not allow Bidders to amend their pricing schedules after submission. If the Tender is accepted, the Bidder will not be entitled to claim and the SSRO will not allow any increase in the price.
		3. The Tender must be based on prices which exclude Value Added Tax (VAT). This tax, if applicable, will be paid by the SSRO as an addition at the appropriate rate on the invoices when submitted.

### Validity of proposals

* + 1. The Form of Tender requires that bids remain valid for acceptance for **90 days** from the closing date for receipt of tenders. If this statement is excluded or qualified or you state that your Tender is valid for a shorter period, then it may be rejected by the SSRO as failing to meet the ITT conditions.

## Evaluation

* + 1. Prior to evaluating Tenders, the SSRO will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may reject a Tender which is incomplete and/or non-compliant.
		2. Key individuals with the appropriate experience and expertise in their respective fields have been selected to undertake the evaluation and moderation of the Tender submission and will collectively be referred to as the “Evaluation Team”.
		3. The Evaluation Team will only consider the information provided by Bidders in their Tender submission and, if appropriate, responses provided to the SSRO during any subsequent clarification process carried out as part of a completeness and compliance check following receipt of Tender submission(s).
		4. Bidders are advised that final quality and price scores will be rounded to the nearest two (2) decimal places. For example: a score of 25.3268 will become 25.33 whereas a score of 25.3236 will become 25.32.
		5. The contract will be awarded to the highest-ranking Bidder based on the Most Economically Advantageous Tender (MEAT). Tenders may be rejected, however, if any answer or key element of a Tender is fundamentally unacceptable to the SSRO, regardless of its other merits. Award criteria is set on the basis of Price (40%) and Quality/Technical (60%).
		6. In the event of two or more bids being awarded the same Final Overall Score, the SSRO shall choose the quote with the lowest price.

**Demonstration**

* + 1. The SSRO expects bidders to provide a demonstration of their proposed solution at the SSRO’s offices. The proposed date for the demonstration is provided in the timetable at paragraph 1.7 and bidders are expected to ensure that appropriate employees are available to deliver the demonstration on that date. Bidders will be notified in advance of the arrangements for the day. The demonstration is not separately scored but may be used to aid the Evaluation Team’s understanding of elements of the bidder’s response.

**Quality/Technical**

* + 1. Bidders are required to complete the Response to Tender Questions document as the answers provided will be used to evaluate Quality/Technical. The Quality/Technical criteria have an overall weighting of 60%.
		2. The relevant individual weightings assigned to each Quality/Technical Section is set out in the table below:

| **Quality/Technical Section** | **Weighting%\*** |
| --- | --- |
| Finance Service  | 15% |
| Payroll Service  | 15% |
| HR Service  | 10% |
| Information and Security  | 10% |
| General requirement | 10% |
|  **Total** | **60%** |

\*Sub-weightings have been assigned to each question under each section, and are set out in the Response to Tender Questions (Appendix 2)

* + 1. The Quality/Technical sections will be assessed based on responses to each of the Tender questions. Each question has been assigned a sub-weighting from the overall section weighting and each will be awarded a score of between 0 and 5 based on the assessment table at paragraph 4.12 below. Scores for each question will then be weighted to calculate the total Quality/Technical score.
		2. Tenderers can gain scores of 5 by providing innovative submissions that exceed the SSRO’s core expectations as expressed in the Specification. The SSRO, also encourages Tenderers to present innovative pricing and methods of service delivery that will add value to the services.
		3. The assignment of a score to each question will be based on the following assessments:

| **Assessment** | **Score** |
| --- | --- |
| Completely fails to meet required standard or does not provide a proposal | 0 |
| Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals | 1 |
| Proposal falls short of achieving expected standard in a number of identifiable respects | 2 |
| Proposal meets the required standard in most material respects, but is lacking or inconsistent in others | 3 |
| Proposal meets the required standard in all material respects | 4 |
| Proposal exceeds the required standard in all material respects  | 5 |

**Price**

* + 1. Bidders are required to complete the tables in the Pricing Schedule **(Appendix 3),** and the total whole life cost (at Column E of Table 1) which will be used to evaluate Price. The Price criteria has an overall weighting of 40%.
		2. Evaluation will be scored proportionately to the price submitted by the Bidder submitting the lowest whole life cost. The lowest-priced tender submitted will score full marks based upon the 40% criteria weighting. The other Bids will be scored proportionately according to the following calculation:

(Lowest Tender figure / price of bid being scored) x 40% (the weighted percentage) x 100

**Example:** Bidder A submits a total Tender price of £175,000.00. The lowest sustainable Tender price received was £120,000.00. The price score will be calculated as follows:

120,000/175,000 = 0.69

0.69 x 40% = 0.28

0.28 x 100 = 28.00 (Price Assessment Percentage Marks)

\*Please note that the amounts shown are **NOT** to be used as guidance. These have been referenced solely for the purpose of assisting bidders to understand how price will be evaluated.

### Ranking and provisional award of contract

* + 1. Weighted Quality and Price scores will be added together to give a total weighted score. The total weighted scores of each bidder will be used to rank in the order of highest to lowest score. The bidder with the highest score will be recommended as the successful Bidder. Should there be a tie in scores between the bidders ranked one and two, the bidder with the lowest total Tendered price will be recommended for the contract award.
		2. If in the reasonable opinion of the Evaluation Team a bid is fundamentally unacceptable either:
			- 1. on any key aspect or response; or
				2. which overall fails to demonstrate that the bid represents value for money or is the Most Economically Advantageous Tender;

then the SSRO may in its discretion reject the bid, notwithstanding the bid’s overall score or ranking.

## Evidence of insurance

* + 1. Please enclose documentary evidence to show that you have the following types and amounts of insurance cover:
			- Public Liability Insurance to a minimum value of five million pounds for each and every claim or series of claims arising out of one event;
			- Employer’s Liability Insurance to a minimum value of five million pounds for each and every claim or series of claims arising out of one event; and
			- Professional Indemnity Insurance to a minimum value of five million pounds for each and every claim or series of claims arising out of one event.
		2. The evidence should include a copy of the relevant policy together with proof of payment of the current year’s premium.
		3. Failure to demonstrate the required insurance cover and levels referred to at paragraph 5.1 shall result in the bid being rejected.

## Terms and Conditions

* + 1. The information in these instructions to Tenderers is given in good faith for the guidance of the Tenderer. In the event of a conflict between any of the documents, the Contract shall take precedence.
		2. The Contract will be awarded on the Terms and Conditions provided with this invitation. Please do not submit your own standard terms with your Tender.
		3. The Contract will comprise:
			- the SSRO’s Terms and Conditions;
			- the Contractor’s Tender (including pricing schedule and, where relevant, any clarifications);
			- the Brief (including, where relevant, any clarifications);
			- the Key Performance Indicators; and
			- any other agreed Schedules.

## Statement of Conduct

* + 1. Bidders must provide a completed Statement of Conduct which is provided as a separate attachment to this ITT **(Appendix 7).**

## Documents provided with this ITT

* + 1. The ITT documentation pack comprises of the following appendices:
			- Appendix 1: Brief (Specification)
			- Appendix 2: Response to Tender Questions
			- Appendix 3: Pricing Schedule
			- Appendix 4: KPI’s - Service Standards
			- Appendix 5: Terms and Conditions
			- Appendix 6: Form of Tender
			- Appendix 7: Statement of Conduct