 **

INVITATION TO TENDER

TENDER INSTRUCTIONS RELATING TO

THE PROVISION OF

AN INTEGRATED HRIS AND PAYROLL SYSTEM AND THE PROVISION OF A FULLY SERVICED PAYROLL BUREAU

INSTRUCTIONS

1. About UK Sport & EIS

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996. UK Sport’s mission is to work in partnership to lead sport in the UK to world-class success. UK Sport’s core responsibilities cover high performance sport and supporting sports to bid and stage major international sporting events. UK Sport is a government agency responsible to the Department of Culture, Media & Sport and invests National Lottery and Exchequer funding in Great Britain’s best Olympic and Paralympic sports and athletes to maximise their chances of success on the world stage.

UK Sport also provides National Lottery Funding to help National Governing Bodies of Sport attract and stage some of the most important international sporting events to the UK. Through the Gold Event Series, UK Sport will support the bidding and staging of major international sporting events up to 2019.

Additional general information about UK Sport can be found at <http://www.uksport.gov.uk>

UK Sport works very closely with its subsidiary the English Institute of Sport (EIS)

EIS, a grant funded organisation, is a nationwide network of support centres designed to foster the talents of our elite athletes – increasing their potential for medal winning success. Working hand-in-hand with elite performers, coaches and performance directors, our sports science and sports medicine specialists offer cutting-edge assistance to help our athletes gain the extra edge. EIS also works in partnership with the national governing bodies of sport, and government to enhance the training and preparation regimes of “world class pathway” athletes and has a specific focus: delivering sport science and medical support services across the areas of sports medicine, physiotherapy, sports massage, nutrition, psychology, physiology, performance analysis, biomechanics, strength and conditioning and performance lifestyle support. Additional general information about EIS can be found at <http://www.eis2win.co.uk>

1. Invitation to Tender (ITT)

UK Sport is reviewing its current HRIS and payroll solution for the organisation and wishes to appoint a provider to supply both an integrated HRIS and a fully serviced Payroll Bureau. UK Sport has 1 monthly payroll incorporating up to 125 employees and board / committee members.

In addition to the above, EIS is seeking to engage the services of a provider for a payroll module and a fully serviced payroll bureau. UK Sport and EIS are very keen to explore possible efficiencies that could be made from adopting a shared service in this area. This would require two different access levels, one for each organisation. UK Sport and EIS now invite Tenders for the provision of these services (“the Services”) in accordance with this ITT and the attached documents. As this process is conducted below the EU threshold for tenders there is no separate pre-qualification stage or questionnaire but potential suppliers are required to expresstheir interest in tendering in accordance with paragraph 5 below.

Tenders must include two sets of pricing information:

1. Pricing for an HRIS integrated system with a payroll bureau for UK Sport only (as per the specificationin Appendix 1)
2. Pricing for an HRIS integrated system for UK Sport and a shared payroll module and bureau with the EIS (as per specifications in both Appendix 1 and 2).

The criteria for evaluating pricing is set out at paragraph 14 of this ITT. UK Sport is conducting this tender on behalf of EIS.

1. Structure of ITT
	1. The ITT is divided into the following sections:
* **Instructions** – this contains UK Sport’s general tendering requirements and other information on the tendering process and the evaluation criteria that Tenders will be evaluated against. A checklist is at Appendix 4 which sets out the dates and times by when documents need to be sent in by Tenderers;
* **Specification** – this describes the service/quality standards required to provide the Services (Appendix 1 and 2);
* **Forms** – contain the forms required to be completed and submitted with tenders (Appendix 3);
	+ Form of Tender
	+ Bona Fide Tendering Certificate
	+ Certificate of Insurance
	+ Freedom of Information Form
	+ Non-Canvassing, Non-Collusion and Non-Corruption Certificate
	+ References
	+ Data Protection Questionnaire
	+ Parent Company Guarantee
* Checklist of documents to be returned (Appendix 4)
* Contract terms (Appendix 5)
1. Tender Timetable and Contract Period
	1. UK Sport proposes the following timetable for the award of the Contract. This is intended as a guide and whilst UK Sport does not intend to depart from the timetable, it reserves the right to do so at any time:

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 8 October 2015 | Tender advertisement published and ITT made available to interested Tenderers |
| 15 October 2015, 5.30pm | Tenderers to express interest and send contact details for lead contact & submit clarification questions |
| 22 October 2015  | UK Sport to issue responses to clarification questions |
| 5 November 2015, 5.30pm | Deadline for receipt of tenders |
| By 17 November 2015  | Completion of Assessment of tenders |
| By 20 November 2015 | Notification of unsuccessful/shortlisted tenderers |
| 25 November 2015 | Presentations |
| By 1 December 2015 | Notification of successful tenderer/unsuccessful shortlisted tenderers |
| 7 days  | Standstill period |
| 8 December 2015 | Contract commencement date |

1. EXPRESSIONS OF INTEREST
	1. Suppliers wishing to tender are requested to register their expression of interest by emailing paloma.bayolo@uksport.gov.uk by 5.30pm 15 October 2015 along with any clarification questions they may have in accordance with paragraph 8 of this ITT.
2. Contract
	1. The contract shall commence on 8 December 2015 until 7 December 2019 unless terminated in accordance with the terms of the contract. There will be a right to terminate the contract without cause after the first year on 6 months’ notice in writing, at any time during the year and any fees will be prorated accordingly (including any license and support fees).
	2. The successful Tenderer will collaborate with UK Sport and offer the required support with any future tenders or any future transition to a different supplier which may arise as a result of the contract coming to an end.
	3. The draft template contract is attached at Appendix 5. This is a standard UK Sport and it will only be amended on appointment of the successful Tenderer in order to incorporate the Tenderers’ commercial offer and any material points based on Tenders.
3. Disclaimer Costs and Expenses and Discontinuance of Tender
	1. Nothing in this ITT binds UK Sport to accept a Tender and award a contract. UK Sport reserves the right to discontinue this Tender at any time during the ITT process and not to accept a Tender or award a contract.
	2. UK Sport shall not be liable to the Tenderer in any way whatsoever for the Tenderer’s costs and expenses incurred during the tender process from its discontinuance or in relation to which a contract is not awarded.
	3. The Tenderer is responsible for preparing 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 its Tender shall be borne by the Tenderer.
	4. Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.
4. Information and Queries
	1. Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by written communication to the Contact Officer, request clarification or further information in connection with the ITT. UK Sport will reasonably endeavour to answer all written enquiries prior to Tenders being submitted. UK Sport reserves the right not to respond to a request for information or clarification.
	2. UK Sport reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses.
	3. The deadline by which to submit clarification questions and requests for further information is 5.30pm 15 October 2015 Responses will be circulated by emailing Tenderers that have expressed an interest on 22 October 2015.
	4. All enquiries in connection with this ITT must be made in accordance with paragraphs 8.1 and 8.3 above. UK Sport reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Paloma Bayolo, HR Officer

E mail: Paloma.Bayolo@uksport.gov.uk

1. Best Value
	1. In pursuit of continuous service improvement and efficiency, UK Sport will require a commitment from the successful Tenderer to provide management information on the development of the Services and to participate, free of charge, in projects associated with improvement to the Services and to implement required changes.
2. Preparation of Tender
	1. This ITT (including all its appendices and attachments) has been prepared by UK Sport for the sole purpose of enabling Tenderers to submit Tenders to UK Sport. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. UK Sport does not accept any liability, which might result from any inaccuracy of or omission from any such information. All information supplied by UK Sport in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by UK Sport, such information may be disclosed:-
		1. by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or
		2. by UK Sport in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.
3. Freedom of Information and Transparency
	1. Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public have a general right of access to information held by UK Sport. This right of access to information not only includes information about UK Sport contracts but also procurement arrangements with potential Tenderers. This right does not extend to information which is confidential and/or commercially sensitive or otherwise “exempt” from disclosure under FOI. As a consequence only information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.
	2. Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by UK Sport and for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UK Sport’s document retention and disposal policy.
	3. UK Sport reserves the right to hold all or any information contained in a Tenderers' Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UK Sport’s legal duties and lawful discretion generally or in relation to the tender process.
4. Preparation and Delivery of Tender Documents & Presentation Stage
	1. UK Sport reserves the right not to accept the lowest or any Tender.
	2. The Tenderer shall respond to the Tender Requirements as set out in paragraph 16 below. The Tenderer must ensure that its Tender is completed in its entirety, including all accompanying forms at Appendix 3.
	3. Three copies of the tender documents must be signed and delivered to:

Paloma Bayolo

HR Officer

UK Sport

Ground Floor

21 Bloomsbury Street

London

WC1B 3HF

And e-mailed to paloma.bayolo@uksport.gov.uk

* 1. **Tenders must be delivered by no later than 5.30pm 5 November 2015.**
	2. No envelope shall bear on the outside any name or mark by which the Tenderer can be identified including any name or mark appearing on the envelope by virtue of the method of delivery, such as Post Office Recorded Delivery or courier. UK Sport will not accept tenders submitted by telegram, telex, fax, telephone or via online file sharing sites such as Dropbox.
	3. Tenders shall remain open for acceptance for a period of 60 days (sixty days) from the Tender submission date.
1. References
	1. Tenderers must complete the references form at Appendix 3. UK Sport reserves the right to contact referees during the ITT period. **Please note that UK Sport and/or EIS will want to meet with Tenderers’ referees to see their system at work in a live environment. Therefore Tenderers must provide referees who are willing to accommodate a visit to their premises for UK Sport and/or the EIS to be able to see a live demonstration of the system. The visits will happen between  20 November and 1 December 2015.**
	2. UK Sport will contact Tenderers individually for confirmation of their referees. Tenderers should give their referees advance notice of these reference calls and dates for the visits in order to avoid any delay.
	3. The reference calls/visits will not be evaluated. They are intended to verify the experience of Tenderers as described in their ITT submission.
2. Tender Evaluation
	1. Prior to evaluating Tenders, UK Sport will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.
	2. **IMPORTANT NOTICE:** As stated in paragraph 2 Tenderers are required to submit two sets of pricing: the first for the provision of the service to UK Sport in response to the specification at Appendix 1; and the second for the provision of the service to UK Sport and EIS in response to the specifications at Appendix 1 and 2. The evaluation criteria that will apply to the prices are set out in paragraph 14.4 below.
	3. The Tender Evaluation will have 2 stages:
		1. Stage 1: scoring of the tenderers’ submission against the criteria outlined in paragraph 14.4
		2. Stage 2: scoring of the presentation/interview of those shortlisted Tenderers from Stage 1
	4. UK Sport will carry out a Tender evaluation after the closing date for receipt of Tenders. Tenders will be evaluated on the basis of the most economically advantageous offer to UK Sport against the following weighted factors:

 **Option A (Integrated System for UK Sport only)**

**Price and overall cost of the contract - 30%**

|  |  |  |  |
| --- | --- | --- | --- |
| **Price Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight**  |
| **Price**  |  |  |  |
| Implementation of a fully integrated system and set up of a payroll bureau. Please provide a breakdown of pricing including:* Consultancy days
* Training
* Contingency for anything going wrong
 |  | 25% |  |
| Please set out the ongoing annual maintenance fees related to the bureau service. Include breakdown,* Payroll service
* Ad-hoc if any
 |  | 40% |  |
| Please set out the ongoing annual maintenance fees related to the running of the HRIS including service levels  |  | 25% |  |
| **Added value services** |  |  |  |
| We would be keen to hear innovative pricing solutions your company will offer that will add value to the desired outcomes described within the specification  |  | 10% |  |

**Quality of service provision – 70%**

Please note that your responses to the criteria below must take into consideration the principles outlined in the Specification (including General Requirements) in Appendix 1.

|  |  |  |  |
| --- | --- | --- | --- |
| **Quality Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| Please outline the way in which you propose to deliver a seamless payroll bureau service to UK Sport. Of particular importance will be:* What controls that you have in place to ensure the integrity of data and to avoid/spot errors
* The standards of data protection and preventive measures in place to prevent any Information Security Breach (as per ICO requirements) and adequate use of this data as per the Data Protection Act 1998.
* The service levels that you are willing to agree to, to ensure adequate responsiveness from our payroll executive and compensatory actions that you are willing to take should these be breached
 |  | 35% |  |
| Outline your proposed project approach, in particular:* Methodology
* Training to users/super-user
* Your project timeline
 |  | 15% |  |
| Please outline how your proposal will ensure the intuitiveness and ease of access * For HR team members – please include full specification for your reporting facility
* For Employees – self-service
 |  | 30% |  |
| Outline what assurances you have in regards to the reliability of the integrated system, i.e.:* Prevention of downtime
* Please provide details of your Disaster Recovery Plan
* Compensatory actions that you are willing to take should these be breached
 |  | 20% |  |
|  **Total** |  | 100% |  |

 **Option B (Integrated System for UK Sport and payroll for EIS)**

 **Price and overall cost of the contract - 30%**

|  |  |  |  |
| --- | --- | --- | --- |
| **Price Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight**  |
| **Price**  |  |  |  |
| Implementation of a fully integrated system and set up of a payroll bureau. Please provide a breakdown of pricing including:* Consultancy days
* Training
* Contingency for anything going wrong
 |  | 25% |  |
| Please set out the ongoing annual maintenance fees related to the bureau service. Include breakdown,* Payroll service
* Ad-hoc if any
 |  | 40% |  |
| Please set out the ongoing annual maintenance fees related to the running of the HRIS including service levels  |  | 25% |  |
| **Added value services** |  |  |  |
| We would be keen to hear innovative pricing solutions your company will offer that will add value to the desired outcomes described within the specification  |  | 10% |  |

**Quality of service provision – 70%**

Please note that your responses to the criteria below must take into consideration the principles outlined in the Specification (including General Requirements in Appendix 1 & 2)

|  |  |  |  |
| --- | --- | --- | --- |
| **Quality Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| Please outline the way in which you propose to deliver a seamless payroll bureau service to UK Sport. Of particular importance will be:* What controls that you have in place to ensure the integrity of data and to avoid/spot errors
* The standards of data protection and preventive measures in place to prevent any Information Security Breach (as per ICO requirements) and adequate use of this data as per the Data Protection Act 1998.
* The service levels that you are willing to agree to, to ensure adequate responsiveness from our payroll executive and compensatory actions that you are willing to take should these be breached
 |  | 25% |  |
| Outline your proposed project approach, in particular:* Methodology
* Training to users/super-user
* Your project timeline
 |  | 15% |  |
| Please outline how your proposal will ensure the intuitiveness and ease of access * For HR team members – please include full specification for your reporting facility
* For Employees – self-service
 |  | 20% |  |
| Outline what assurances you have in regards to the reliability of the integrated system, i.e.:* Prevention of downtime
* Please provide details of your Disaster Recovery Plan
* Compensatory actions that you are willing to take should these be breached
 |  | 10% |  |
| Please outline how you foresee the integration of the payroll and the EIS database to work.We are particularly interested in knowing a) the process to ensure the integrity of data across both systems and b)what the reporting tolls are going to look like  |  | 30% |  |
|  **Total** |  | 100% |  |

UK Sport will invite of the top 2 tenderers for each option to present their tenders at UK Sport offices on 25 November 2015 Further details on presentation times and interview questions will be provided nearer the time. The shortlisted Tenderers will be evaluated against interview questions.

* 1. The winner will be Tenderer with the highest score against the interview questions for the option chosen by UK Sport and EIS.
	2. It will be to UK Sport’s and EIS’ discretion which option (A or B) is chosen.
1. The Tender Evaluation Scores
	1. The response to each evaluation question will be awarded a score of between 1 and 5 according to the scale in the table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet the UK Sport’s requirements as set out in the tender documentation would be awarded a score within the range 3-4. Tenderers can gain scores of 5 on the evaluation scoring scale below by providing innovative submissions that exceed UK Sport’s core expectations as expressed in the Specification. UK Sport encourages Tenderers to present innovative pricing and methods of service delivery that will add value to the Services, such proposals are likely to attract the highest scores.

**ITT Quality Evaluation Scoring Methodology**

* 1. The basis for the scoring of Tenders will be in accordance with the following scale:

|  |  |  |
| --- | --- | --- |
| **1** | **Unsatisfactory** | A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit. |
| **2** | **Marginal** | A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard. |
| **3** | **Satisfactory** | A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient. |
| **4** | **Very Good** | A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete. |
| **5** | **Excellent** | A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior. |

1. Tender Requirements
	1. The Tender requirement to the evaluation criteria are set out below. Tenderers are required to respond to ALL of the Tender requirements set out below. To assist UK Sport's evaluation of a Tender submission, please ensure Tenders clearly cross-refer to the Tender requirements set out below. Any relevant supporting tender documentation must also be clearly identifiable by the evaluation criteria number.
	2. Instructions for completing Tenders – please ensure these are followed:
		1. Answers must be on A4 paper with a minimum font size 11. The paper layout can either be landscape or portrait. A3 paper can be used where use of diagrams, graphs etc. is required.
		2. Tenderers are required to provide information about its history; strategy; corporate structure; departments & teams and key staff leading their Tender. This information is not subject to a word count limit.
		3. Except to assist with proposals for the commercial sponsorship offer, please do not provide any corporate marketing material along with Tenders.
		4. When providing examples, Tenderers must demonstrate knowledge and understanding of delivery of this type of work across comparable sectors. The examples must also demonstrate where the Tenderers have provided delivery to organisations similar to UK Sport.
		5. If Tenderers do include examples, where possible, fresh examples for each criteria are preferred by UK Sport. It is not acceptable to repeat the same example.
		6. The word counts against each tender requirement are maximum word limits. Tenderers can write less.

 **Option A (Integrated System for UK Sport only)**

|  |  |  |
| --- | --- | --- |
| **Price Criteria (30%)** | **Tender Requirement** | **Weighting**  |
|  | Implementation of a fully integrated system and set up of a payroll bureau. Please provide a breakdown of pricing including:* Consultancy days
* Training
* Contingency for anything going wrong

**Maximum 750 words** | 25% |
|  | Please set out the ongoing annual maintenance fees related to the bureau service. Include breakdown,* Payroll service
* Ad-hoc if any

**Maximum 1000 words** | 40% |
|  | Please set out the ongoing annual maintenance fees related to the running of the HRIS including service levels **Maximum 750 words** | 25% |
| **4.**  |  We would be keen to hear innovative pricing solutions your company will offer that will add value to the desired outcomes that are described within the specification**Maximum 750 words**  | 10% |
| **Quality Criteria (70%)** | **Tender Requirement** | **Weighting**  |
| **1.** | Please outline the way in which you propose to deliver a seamless payroll bureau service to UK Sport. Of particular importance will be:* What controls that you have in place to ensure the integrity of data and to avoid/spot errors
* The standards of data protection and preventive measures in place to prevent any Information Security Breach (as per ICO requirements) and adequate use of this data as per the Data Protection Act 1998.
* The service levels that you are willing to agree to, to ensure adequate responsiveness from our payroll executive and compensatory actions that you are willing to take should these be breached

**Maximum 2000 words** | 35% |
| **2** | Outline your proposed project approach, in particular:* Methodology
* Training to users/super-user
* Your project timeline

**Maximum 2000 words**  | 15% |
| **3** | Please outline how your proposal will ensure the intuitiveness and ease of access * For HR team members – please include full specification for your reporting facility
* For Employees – self-service

**Maximum 2000 words** | 30% |
| **4** | Outline what assurances you have in regards to the reliability of the integrated system, i.e.:* Prevention of downtime
* Please provide details of your Disaster Recovery Plan
* Compensatory actions that you are willing to take should these be breached

**Maximum 1500 words** | 20% |

**Option B (Integrated System for UK Sport and payroll for EIS)**

|  |  |  |
| --- | --- | --- |
| **Price Criteria (30%)** | **Tender Requirement** | **Weighting**  |
| **1** | Implementation of a fully integrated system and set up of a payroll bureau. Please provide a breakdown of pricing including:* Consultation days
* Training
* Contingency for anything going wrong

**Maximum 750 words** | 25% |
| **2** | Please set out the ongoing annual maintenance fees related to the bureau service. Include breakdown,* Payroll service
* Ad-hoc if any

**Maximum 1000 words** | 40% |
| **3** | Please set out the ongoing annual maintenance fees related to the running of the HRIS including service levels **Maximum 750 words** | 25% |
| **4** | We would be keen to hear innovative pricing solutions your company will offer that will add value to the desired outcomes that are described within the specification **Maximum 750 words**  | **10%** |
| **Quality Criteria (70%)** | **Tender Requirement** | **Weighting**  |
| **1.** | Please outline the way in which you propose to deliver a seamless payroll bureau service to UK Sport & EIS. Of particular importance will be:* What controls that you have in place to ensure the integrity of data and to avoid/spot errors
* The standards of data protection and preventive measures in place to prevent any Information Security Breach (as per ICO requirements) and adequate use of this data as per the Data Protection Act 1998.
* The service levels that you are willing to agree to, to ensure adequate responsiveness from our payroll executive and compensatory actions that you are willing to take should these be breached

**Maximum 2000 words** | 25% |
| **2** | Outline your proposed project approach, in particular:* Methodology
* Training to users/super-user
* Your project timeline

**Maximum 2000 words**  | 15% |
| **3** | Please outline how your proposal will ensure the intuitiveness and ease of access * For HR team members – please include full specification for your reporting facility
* For Employees – self-service

**Maximum 2000 words** | 20% |
| **4** | Outline what assurances you have in regards to the reliability of the integrated system, i.e.:* Prevention of downtime
* Please provide details of your Disaster Recovery Plan
* Compensatory actions that you are willing to take should these be breached

**Maximum 1500 words** | 10% |
|  **5** | Please outline how you foresee the integration of the payroll and the EIS database to work.We are particularly interested in knowing a) the process to ensure the integrity of data across both systems and b) what the reporting tolls are going to look like* + - 1. **Maximum 1000 words**
 | 30% |
|  |  |  |

1. Staffing Issues and TUPE
	1. UK Sport is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any policy/contract awarded as a result of the procurement process of which this ITT forms part of.
	2. Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to this requirement and should make suitable provision for the implications (if any) of TUPE.
2. PARENT COMPANY GUARANTEE

UK Sport may require security as protection in the event that successful Tenderer does not perform the service by reason of breach of contract or insolvency.

* 1. A Parent Company Guarantee at Appendix 3 is UK Sport’s standard form of Parent Company Guarantee.
	2. Tenderers must provide with their tenders a written undertaking completed by its Parent Company to enter into a Parent Company Guarantee. The Form of Undertaking needs to be submitted with Tenders only. If required the standard Parent Company Guarantee will be completed at the same time as the contract.
1. Non-Consideration of Tender
	1. A Tender may not be considered if:
		1. it is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the ITT; or
		2. it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer; or is expressly permitted; or
		3. the Tenderer fails to provide within 7 days any relevant documentary evidence requested by UK Sport and not supplied with the Tender held by any signatory to the Tender; or
		4. it has attempted or does attempt to make its Tender conditional on the acceptance by UK Sport of any other Tender contract or proposal; or
		5. it does not comply with paragraph 12.
2. Rejection of Tender
	1. UK Sport may reject any Tender (which shall be without prejudice to UK Sport’s legal remedies) submitted by a Tenderer who has:
		1. directly or indirectly canvassed any official of UK Sport concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tender.
		2. fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other person.
		3. communicated to any person other than UK Sport the amount or approximate amount of the price shown in its tender, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee referred to in the ITT.
		4. entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts his price or anything similar.
		5. made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise.
		6. offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

The word “Tenderer” for these purposes shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderers behalf whether the Tenderer is aware of their acts or not.

1. Acceptance of Tender
	1. Following evaluation of Tenders, the selection of a preferred Tenderer shall be subject to a 7 day standstill period.
	2. Until the formal signing of the contract together with the formal letter of acceptance shall constitute a legally binding contract which shall commence on the day after the 7 day standstill period has ended. The 7 day standstill period shall commence from the date notification to the successful Tenderer.
	3. After the 7 day standstill period has elapsed, UK Sport will request the successful Tenderer to sign the contract. Failure to comply with UK Sport’s requests to promptly sign the contract under will amount to a breach of contractual obligation and UK Sport will accordingly be entitled at its sole discretion to withhold payment until such time as a formal contract is properly signed by the successful Tenderer.
2. Tender Material
	1. ITT Material means information (including for example, presentation slides, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium), issued to Tenderers by UK Sport or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of UK Sport or other owners and is released solely for the purpose of tendering. The Tenderer shall notify UK Sport without delay if any additional Tender Material is required for the purpose of tendering.
	2. In the event that a recipient of Tender Material decides not to participate in the submission of a tender, the Tender Material shall be returned to its place of issue without delay. If a tender is submitted to UK Sport, the Tender Material may be retained by the Tenderer until the result of the competition is known.
	3. The Intellectual Property Rights in Tender Material may belong to UK Sport or a third party. The Tender Material may only be used for the purpose of responding to this invitation to tender and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of UK Sport. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation, or uses the Tender Material other than for the purpose of Tendering, UK Sport, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.
3. Publicity and Branding

Tenderers shall not make any advertisement, public statement or press announcement in relation to this Tender or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful tenderer and UK Sport.

**Appendix 1**

**Specification – UK Sport**

# Objectives and deliverables

UKS is seeking to appoint a provider that can supply both an integrated HRIS and payroll solution and a fully serviced Payroll Bureau.

The purpose and aim of this project is to have a fit for purpose integrated HRIS in place which will free up HR from the more administrative duties and be able to support the wider organisational strategy, whilst making cost efficiencies in the running costs.

It is expected that the new services will help us achieve:

* Improved processes efficiency and reduction in manual administrative tasks
* Improved ease of reporting
* Improved compliance
* Accuracy and consistency - minimising error rate, in particular those that are payroll related.
* Synergy - Improved communication among HR, Payroll, Finance, IT through effective workflows which will result in the streamlining of processes
* Empower managers, for instance, to complete staff appraisals online, to monitor staff learning and development, absence and improve their access to management information and  reporting related to their teams
* Improved access for employees to relevant information though self-service, so many of the queries (payroll, benefits, update personal information) that are currently handled by HR will now be easily answered online

# Background

*Database*

Our current HR database is on-premise and sits on a dedicated server; it requires regular software updates and occasional involvement of our IT department.

Employees’ documents such as letters and contracts are currently stored in a SharePoint environment. This makes the retrieval of employee related documents rather cumbersome.

The use of the database, including the reporting function are perceived to be rather clunky. It would be a desirable outcome, to ensure that the new system is also able to integrate with SharePoint or, if this was not possible, for the new system to be able to store employee related documents (if the later was the case, we would need to understand if this storage would have a cost implications).

The bulk of the administration activity at the moment, lies within recruitment (shortlisting, putting packs together, producing the interview documentation), payroll related activities and the production of documentation across all areas. These will therefore be the main focus areas within the project.

*Payroll*

Currently, UKS’ payroll is outsourced to a provider who have been providing a fully serviced payroll bureau for over 10 years. The HR team has got access to viewing information and is able to produce some reports through their HRe software which is on the cloud. Our Finance department processes expenses through their own software. Payslips are available on-line and the reporting function is not intuitive.

*Administration/Other processes*

In order to process payroll, the HR team at UKS populates a spreadsheet with the instructions which is then submitted to our payroll provider via a secured shared-site within UKS intranet. Our payroll provider will then action the instructions and upload a trial in HRe for HR at UKS to check. Once both parties are in agreement, a live trial is actioned and payroll is made live.

Once this is live, the HR Administrator updates the HR database with the salaries and changes. Finance will then do a reconciliation between the information held in the HR database and the figures that they see have gone through on the reports they get from our payroll provider. This acts as our control check exercise which enables us to identify errors (i.e. incorrect salaries, payments and so on).

Some other processes operate within the SharePoint environment, such as: annual leave request/authorisation, completion of certain compliance forms such as *Declaration of Interest, Gifts register*, *Diversity figures, etc.*

IT and Facilities run their own separate Starters and Leavers processes following manual notification from HR.

*Overview*

|  |  |
| --- | --- |
| Number of payrolls  | 1 |
| Frequency of Payment | Monthly |
| Number of employees  | c. 110 |
| Number of payslips (inc. Board/Audit members, etc.) | Up to 125 |
| Number of locations/branches  | 1 |

*Notice Periods for incumbent providers*

|  |  |
| --- | --- |
| Payroll supplier | 6 months |
| HR Database provider | 3 months |

# Specification

## *Integrated System*

There is a need to ensure as much integration of the above 2 systems and SharePoint with the intention to:

* Minimise HR’s input in the payroll process (manual input, checking, etc.)
* Eliminate the duplication of data currently spread across 2 systems
* Eliminate room for error as much as possible – this at the moment is quite high
* Empower Line Managers to have more access to useful information about their team members
* Empower employees to have access to view and amend, where appropriate, their own personal details and development information
* Have access to an agile, flexible and comprehensive reporting function

This new system must be very intuitive. This will be one of the key defining factors during the decision making process.

*General*

1. Database which is able to hold accurate, secure and meaningful employee data with a good presentational outlook:
* Personal data – as a minimum: name, address, email, phone. DOP, age, gender, marital status, nationality, emergency contacts, next of kin, bank details, NI number
* Job title and job history
* Multiple jobs: occasionally, employees will hold 2 different posts at the same time. This will also be able to split the salary
* Type of contract – i.e. employee, contractor, student, work placement, agency, etc.
* Location where they actually work
* Department and Directorate
* Salary and salary history
* Working hours and pattern
* Sickness
* Leave record
* Maternity, paternity, adoption information
* Pension details including contribution rates a ability to give pensionable salary figure which include pension allowance
* Allowances and deductions
* Contract details (type, starting and end date, probation dates, notice period)
* Job description
* DBS information
* Full equality monitoring data
1. Tight controls that enable the team to spot any errors
2. Good audit tool
3. Workflows in place to substitute existing manual administrative processes. The main ones are:
* New starters (activates the record of the successful applicant as a new starter, issues offer letter, contract, payroll set up, paperwork to managers, notification to IT and Facilities and holds relevant documents such as Declaration of Interest)
* Leavers (paperwork to manager, exit interview, payroll processing, Equipment return form sign off)
* Alerts of the end of fixed term contracts
* Alerts to HR and employee expiry dates for end of benefits (i.e. HLS, CTW, STICK)
* Probation (alerts to line manager and HR of key dates, triage among HR, line manager and employee – issuing of paperwork and confirmation of outcomes)
* Salary changes – authorisation process (electronic sign-off) and issuing of the relevant paperwork
* Ability to tailor reports, workflow, fields, etc. The HR Team needs to be in control of this tailoring as much as possible to minimise ongoing costs.
* Annual Leave – will calculate allowance including pro-rating for part time employees and those on odd patterns
* Provision of online payslips but issuing hard copies for P45s and P60s
* Ideally, we would like integration with SharePoint for HR related documents or a suitable alternative and with Open Accounts, our Finance software.
1. Mail-merge and template letters
* Attach electronic copies of documents to records
* Automatically attached copies of bulk mail-merge letters to individual records without having to individually attach each one
* Mail-merge letters directly from the system or from reports
* Have template letters on the system that are generated when a change is created

*Self service Employees*

1. Being able to look up and amend own personal information (address, bank account details, next of kin, etc.)
2. Booking annual leave
3. Record sickness or other absence
4. Request of benefits such as:
* Healthy Life style
* Season Ticket Loan
* Child Care Vouchers
* Cycle to Work
* Eye care vouchers

*Self-service Line Managers*

1. Salaries
2. Absence
3. Annual leave
4. PDP
5. Team’s L&D and general CPD
6. Enable managers to run basic reports on their teams

*Job Evaluations*

1. Workflow for request and authorisation process
2. Ability to store scores
3. Ability to include notes (i.e. benchmarking information, etc.)
4. Workflow for salary change authorisation

*Performance Management*

1. Electronic forms - ability to hold PDP form for each employee
2. Allows for comments from both employee and manager
3. Being able to set up objectives with weighting (this includes competencies)
4. Stablish % at appraisal time and calculation for bonus
5. Sing off workflow function

*L&D*

1. Automatic collection of Development Needs from PDP
2. Ability to introduce ad-hoc Development Needs throughout the year as they arise
3. Workshops/Training (date, attendance, etc.)
4. Qualifications – spend to claw back upon exit within a defined period
5. Other training
6. Learning Logs - CPD
7. General spend
8. Workflow to email out an evaluation form upon completion of workshops
9. Inductions – booking, attendance and links with Outlook

*Recruitment*

Being recruitment administration a core part of the administration, UK Sport will most probably be looking at a module as opposed to the general and more basic recruitment function available within any reputable HR system. We will require that this part of the system/module will have the capability of doing the following:

* Links in with UKS website and intranet – Advertising
* Workflow to send email to Sport England and EIS once a vacancy is made life
* Applicants apply online
* CVs submission
* Cover letter
* Automated responses such as acknowledgement and reject messages
* Capability for shortlisting with managers’ access
* Electronic Interview schedule - ability to send out invites and for the candidate to book their appointment on-line
* Applicant profiling
* Pre-employment checks (CRB, references, etc.)
* Reporting tool on diversity
* Allow recruiting manager to view and shortlist candidates

## *Branding*

Screens will be branded with the UK Sport colours and logo, in particular with the Self-service module. Ideally, this will match our intranet’s style.

##

## *Reports*

This integrated system will be able to run advanced reports, both standard and customised, for example:

* Standard payroll reports with monthly HMRC reconciliations
* General Ledger export for Finance
* Standard and bespoke reports (including advanced reporting)
* Salaries including historical data
* Full costs (by employee, department, directorate, etc.)
* Jobs and historical data
* Diversity figures
* Turnover
* Absence
* PDP data
* L&D information
* Other metrics
* Controls / auditing
* Being able to report on a specific field
* Being able to report on a specific date
* Being able to produce Total Rewards Package

The customisation must be very intuitive.

##

## *Payroll Bureau*

We will require a payroll executive at the payroll bureau who is able to efficiently deal with queries within 24hours of the query.

The monthly payroll processing will include:

1. Setting up new employees
2. Leavers – pro-rata calculations on salary and annual leave and deductions if appropriate (i.e. season ticket loans, training)
3. All statutory calculations as per HMRC guidelines (i.e. maternity, paternity, adoption, sick pay, etc.)
4. Other calculations
* Child care vouchers
* Season Ticket Loans
* Backdated pay calculations
* Pro-rata calculations (i.e. part-time)
* Healthy Life Style
* Pension allowance
* Holiday calculations
* Cycle to Work
* Ad-hoc payments, bonuses
* Bulk activity – i.e. salary reviews (1% effective as of 1 July every year)
1. Pension – LPFA
* Notifies LPFA of starters and leavers through their website providing detail information
* Answers LPFA queries (not essential)
* Calculates pensionable pay and FTE on specific dates
* Submits monthly returns
* Automatically changes rate contribution when appropriate
* Ensure relevant payments are made to the LPFA
* Auto-enrolment
1. Benefits administration

Includes the list above and also start and end dates for this with alerts to HR (and/or employee where appropriate) of the expiry date of these

1. HMRC
* Real Time information submissions
* Full Payment schedule
* Employers payment summary
* Year End Declaration
* Upload data from HMRC – P6, P9 , Student Loan start and stop notifications and NI number verification
* P45 verification
1. The payments will be debited from UK Sport’s bank account each month through the BACS system, in accordance with the following timetable :
* PAYE/NIC Payment------19th
* Pensions/CCV-------------21st
* Net Pay---------------------25th
* GAYE/PCS------------------25th

 The Finance Team must have access to the reporting function

# General Requirements

1. *System availability and Service Levels*

This will measure the intuitiveness and reliability of the system as a whole (i.e. how often it crashes and controls in place to ensure up-time) and the quality of processing, the flexibility and the ease of access to the system and to the different components. It will also measure the service levels agreement with the provider, i.e. existence of a Help Desk and response times.

Ideally, we would be looking for the provision of a service desk which is open during business hours 8am to 6 pm and includes access to application and database support.

Service Levels will be monitored regularly and acted upon. Our KPIs will be based on the criteria used for the purpose of this tender and will inform the service levels expectations. Review meetings might be held between the new supplier and UK Sport and/or EIS bi-annually within the first 12 months and annually thereafter.

Please provide relevant information relating to disaster recovery.

1. *Information Management*

This will measure:

* the security of this data
	+ data should be encrypted and remain in virtual UK/EU data centres only (compliant with IL2/IL3)
	+ Site should enforce complex password policies and secure self-service resets
	+ Your information security policies should comply with ISO 27001/27002/27011
* ease of access/use
* ease to manipulate the data
* quality of report and flexibility to produce meaningful metrics
* quality of presentation of data (i.e. dashboards for HR, Managers and/or employees)

1. *System Functionability*

This will be based on the usefulness of the system and the ease of use for individuals and will measure the impact on productivity (i.e. less time used is obtaining information)

1. *Pricing (Cost Saving)*

This will show what saving UK Sport will be able to make on the annual running of this system. It will include the total spent (i.e. maintenance and provision of services).

1. *Project approach*
* Methodology
* Training to super-users
* *Delivered on time and within budget (according to your timeline which must not exceed 12 months)*
* *On-boarding and off-boarding of data (i.e. costs implications)*

**Appendix 2**

**Specification for Payroll - EIS**

**Overview**

|  |  |
| --- | --- |
| Number of payrolls  | 1 |
| Frequency of Payment | Monthly |
| Number of employees  | c. 283 |
| Number of payslips ( Board/Audit members, etc.) | Up to 300 |
| Number of locations/branches  | Head office – Manchester (locations nationwide) |

**Payroll**

The structure of UK Sport’s and EIS’ payrolls are very similar and specification should include the ones for UK Sport. This should include the ability to report monthly to be able to update their current database which is cloud based

EIS currently has an outsourced payroll service.  A bespoke monthly report to mirror the information required by the payroll provider would be needed.  This report would be run mid month but would cover any changes happening during the whole month.  Information required is as follows:

* Employee reference
* Name
* Monthly salary amount
* NI number
* Contracted hours
* Allowances including pension allowance
* Deductions (standard monthly deductions) – childcare vouchers, cycle to work scheme, Christmas saver
* New starters – address, NI, bank details, contract terms
* Maternity and Paternity – details and dates (no calculations required)
* Change of address
* Changes to hours
* Sickness – any days taken sick that month and by whom
* Leavers – date of leaving and details

**Appendix 3**

**Forms**

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU

**FORM OF TENDER**

The completion of the documents will be taken as part of the contract between the Tenderer and UK Sport.

Please note that if any errors, omissions or mistakes are identified during the tender evaluation process UK Sport may:

1. Invalidate the tender; or
2. Ask the tenderer to stand by the Tender as submitted or withdraw it; or
3. Allow the Tender to be amended.

**TO: THE UNITED KINGDOM SPORTS COUNCIL**

I/we hereby undertake to

Provide the Services under the terms contained within this ITT which, for the avoidance of doubt include all of the following:

Contract

Specification & Pricing Form of Tender

Certificate of Bona fide tendering

Certificates of Insurance

Tenderers statement in relation to Freedom of Information

 Non-Canvassing, Non-Collusion and Non-Corruption Certificate

 Parent Company Guarantee

At the price given in the Tender.

Dated this……………………….day of……………………………………………2015.

Signature………………………position in company………………………………….

Name of Company………………………………………………………………………………………….

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU

BONA FIDE TENDERING CERTIFICATE

**TO:** The United Kingdom Sports Council (‘UK Sport’):

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we are not parties to any agreement or agreements under which:

1. We have communicated the amount of our tender to any other person before the time of submission of this tender;
2. any other tenderer was reimbursed any part of their tendering costs;
3. our tendered prices have been adjusted by reference to those of any other tenderer.

We understand that UK Sport reserves the right to seek clarification and/or negotiate pre – tender and post tender.

We further understand that the information contained in the tender documents is contained therein to other parties except as is absolutely essential for such purposes as those related to insurance matters or for the purpose of fulfilling our obligations under the Contract.

Dated this……………………….day of……………………………………………2015

Signature………………………position in company………………………………….

Name of Company………………………………………………………………………………………….

**(THIS CERTIFICATE MUST BE COMPLETED BY THE TENDERERS BROKER/INSURER)**

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU

**CERTIFICATE RELATING TO EMPLOYERS LIABILITY INSURANCE**

**TO:** The United Kingdom Sports Council (‘UK Sport’):

1. This Certificate is to assure UK Sport that the Insurance Policy Number ............................ holds *[Insert Tenderer Name ]* covered throughout the Contract Period and in accordance with the Conditions in respect of any damage or compensation payable at law in respect of any accident or injury to any employee or other person in the employment of the *[Insert Tenderer Name ]* or their Agent.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to by any act or default of UK Sport or persons employed by UK Sport.
3. We have due regard to UK Sport's interests in the policy in respect of the risks to *[Insert Tenderer Name ]* employees and others and undertake to inform immediately the UK Sport's Legal Team if the insurance cover is discontinued or invalidated during the Contract Period.
4. We accept the obligation implied by this Certificate to produce on request irrespective of the timing, the Insurance Policies and Premium receipts.
	1. The insurance in respect of this Contract for any one incident without any limitation of the number of claims from……………………..to…………………………. in a contract year is not less than £5 million.
	2. Insurers address………………………………………………………………………………………………….

……………………………………………………………………………………………………………………………………

Insurers authorised signatory……………………………………………………….Date ………………..

Status/Designation……………………………………………………………Policy No……………………….

Expiry Date…………………………………………… Signed……………………………………………………..

On behalf of (company name and address)……………………………………………………………..

…………………………………………………………………………………………………………………………………..

Insurers/Brokers stamp……………………………………………………………………………………………

|  |
| --- |
|  **FOR OFFICIAL USE** |
| **POLICY INSPECTION DATE ...................................... OFFICER'S SIGNATURE** |
| **PREMIUM INSPECTION DATE ..................................... OFFICER'S SIGNATURE** |

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU

**CERTIFICATE RELATING TO PUBLIC LIABILITY/THIRD PARTY INSURANCE**

# TO: The United Kingdom Sports Council (‘UK Sport’)

1. This certificate is to assure UK Sport that Insurance Policy Number ………. with ……………………….holds *[Insert Tenderer Name ]* covered throughout the term of the contract and in accordance with the contract terms, against any accident, damage, loss or injury which may occur to any property or to any persons by or arising out of the performance of the Services under the contract without limiting *[Insert Tenderer Name ]* obligations and responsibilities.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to, by any act or default of UK Sport or persons employed by them.
3. The terms of the insurance include an indemnity to principal’s clause whereby in the event of any claim, in respect of which *[Insert Tenderer Name ]* would be entitled to receive indemnity under its insurance policy being made against UK Sport, *[Insert Tenderer Name ]*] insurers will indemnify UK Sport in like manner against such a claim and any costs, charges and expenses in respect thereof.
4. We accept the obligation implied by this certificate to produce on request irrespective of timing, the Insurance Policies and Premium receipts.
5. The insurance in respect of the Services under the contract for any one accident without any limitation of the number of claims from………………to ……………………… in each year is not less than £5 million.
6. Insurers address………………………………………………………………………………………………

………………………………………………………………………………………………………………

Insurers authorised signatory…………………………………………………. Date………………………….

Status/Designation……………………………………………….. Signed…………………………………………

On behalf of (Company name and address)………………………………………………………………..

………………………………………………………………………………………………………………

Insurers/Brokers stamp……………………………………………………………………………………………….

|  |
| --- |
| **FOR OFFICIAL USE** |
| **POLICY INSPECTION DATE**……………… **OFFICERSSIGNATURE**…………………………………. |
| **PREMIUM INSPECTION DATE**………………**OFFICERS SIGNATURE**……………………………… |

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU

**TENDERERS STATEMENT IN RELATION TO THE FREEDOM OF INFORMATION ACT 2000**

*Tenderers are required to read the following and complete the table below and sign/date the document*

We have read and understand paragraph 10 of the Invitation to Tender for the Services and acknowledge that UK Sport has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act and the Environmental Information Regulations 2004 (‘The Acts’) we wish/do not wish to request an exemption for the information provided to UK Sport in preparation and completion of our tender for redevelopment of the Site with UK Sport.

We understand that Section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence.

We further believe that disclosure of the information referred to in Table 1 after the contract is awarded would, or is likely to, prejudice our commercial interests under section 43 of the Act. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

During the course of the tender process all the information provided to UK Sport by us under Table 1 is provided in confidence up to the date of the award of the Contract by UK Sport.

If we are awarded the contract we ask that the information in table 1 be put in a confidential and commercially sensitive schedule to the contract.

Table1: Section 41 - confidential and Section 43 - commercially sensitive information

|  |  |  |
| --- | --- | --- |
| **Exemption(s) claimed** | **Information** | **Minimum Period of exemption** |
| Section41  |  |  |
| Section 41 |  |  |
| Section 41 |  |  |
| Section41 |  |  |
| Section 43 |  |  |
| Section 43 |  |  |
| Section43 |  |  |

If for any reason UK Sport considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact [name of Tenderers representative]. This will enable us to review the nature of the material under consideration for release, and also provides the opportunity to support UK Sport in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform UK Sport (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

Dated this……………………….day of……………………………………………2015

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU

**NON-CANVASSING, NON-COLLUSION OR NON-CORRUPTION CERTIFICATE**

The essence of a formal selection process is that UK Sport receives bona fide proposals from all Tenderers.

In recognition of this principal we the Tenderer [Insert Company Name] certify that this is a bona fide proposal. We have not fixed or adjusted the submission by or in accordance with any agreement or arrangement with any other person or party.

We also certify that we have not done and we undertake that we shall not do at any time before the hour and date specified for the return of this submission any of the following acts:-

1. Directly or indirectly canvassed any official of UK Sport concerning the acceptance of this or any other tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other tender.
2. Communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
3. Enter into any agreement or arrangement with any person that he shall refrain from making a submission.
4. To offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this submission;
5. made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise; or
6. Offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

Dated this……………………….day of……………………………………………2015

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU

**REFERENCES**

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contract Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Approximate Value: |  |

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contract Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Approximate Value: |  |

**UK SPORT**

**QUESTIONNAIRE FOR PROSPECTIVE**

**DATA PROCESSORS**

****

**Introduction:**

UK Sport is required under the Data Protection Act 1998 and HMG Security Policy Framework[[1]](#footnote-1) to ensure that existing and prospective contractors processing personal data and/or confidential information on behalf of UK Sport are doing so with an appropriate level of security and in accordance with statutory requirements.

This questionnaire is to be completed by potential data processors[[2]](#footnote-2) at tender stage or by contractors that have access or are party to confidential information.

Please complete and return this questionnaire, signed by an authorised representative for your organisation.

|  |  |
| --- | --- |
|  | **1. ORGANISATION DETAILS****Name:** **Address:****Contact name:****Contact details:****Email:** |
|  |
| **2. DATA PROCESSING ACTIVITIES** |

|  |  |  |
| --- | --- | --- |
|  | In connection with the contract: |  |

**2.1 Describe the purposes for which your organisation uses personal data[[3]](#footnote-3).**

**2.2 Describe how personal data (tangible/ intangible form) is stored on your systems.**

 **2.3 Describe all potential recipients of personal data held by your organisation (if any) and the likely uses of the data by those recipients.**

**2.4 Describe how data is transferred (a) internally within your organisation and (b) to external parties (if applicable).**

|  |
| --- |
| **3. SECURITY POLICIES AND PROCEDURES** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
|  | **3.1. Do you have an information security policy?** Yes [\_] No [\_] (If yes, please provide a copy) |  |
|  |  |
|  | **3.2 Does your information security policy include the following:**  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | 3.2.1 | Physical security of premises and processing areas |  Yes [\_] |  No [\_] |  |
|  | 3.2.2 | physical entry controls |  Yes [\_] |  No [\_] |  |
|  | 3.2.3 | equipment security and maintenance |  Yes [\_] |  No [\_] |  |
|  | 3.2.4 | password and access controls |  Yes [\_] |  No [\_] |  |
|  | 3.2.5 | security of mobile equipment (e.g. laptops) |  Yes [\_] |  No [\_] |  |
|  | 3.2.6 | controls against malicious software |  Yes [\_] |  No [\_] |  |
|  | 3.2.7 | business continuity planning |  Yes [\_] |  No [\_] |  |

|  |  |
| --- | --- |
|  | **3.3 Does your information security policy comply** Yes [\_] No [\_] Don’t know [\_] **with BS 27000?**  |
|  | **3.4 Do you have HM Government Cyber Security Essentials Accreditation?[[4]](#footnote-4)** Yes [\_] No [\_] Don’t know [\_] |  |
|  | **3.4 Do you have a policy for complying with the Data** Yes [\_] No [\_] **Protection Act 1998?** (if yes, please provide a copy)**4. DATA QUALITY**In connection with the contract:**4.1 Describe any procedures[[5]](#footnote-5) currently in place to ensure that all personal data is accurate**  **and up-to-date.****4.2 For how long is personal data usually kept by you?****4.3 Does your organisation have a policy regarding the periodic** Yes [\_] No [\_] **destruction or deletion of obsolete data?** (If yes, please provide details):**5. DEALING WITH INDIVIDUALS RIGHTS****5.1 Describe any procedures[[6]](#footnote-6) currently in place to deal with requests by individuals to be supplied with information about the data held by them** **6. SECURITY MEASURES**This section is intended to establish which security measures are in place in your organisation to ensure the confidentiality of personal data. Please indicate whether you have the following:  |  |
|  | **6.1 A clear desk policy?** |  |  Yes [\_] |  No [\_] |
|  |  |
|  |  |
|  | **6.2** **A clear screen policy?** Yes [\_] No [\_]**6.3 Controls on access to information (inside and outside** Yes [\_] No [\_] **your organisation)?**   |  |
|  **6.4 A secure disposal policy for equipment,** Yes [\_] No [\_] **media and data (e.g. encryption)?** |
|  (If yes, please provide a copy) **6.5 A back-up and disaster recovery policy?** Yes [\_] No [\_] **6.6** **Internal training programme on security systems and** Yes [\_] No [\_] **procedures?** **6.7 Any equipment off-site or store any personal data off-site?** Yes [\_] No [\_] **7. DISCIPLINARY RECORD****7.1 Have you been the subject of a complaint(s) to the** Yes [\_] No [\_] **Information Commissioner?**  (if yes, please provide details) |
|  |

**7.2 Have you ever had a security breach resulting in loss or unauthorised disclosure of personal data?** Yes [\_] No [\_]

 (If yes, please provide details)

|  |
| --- |
| **8. INTERNATIONAL DIMENSION** |
|  |  |  |  |  |  |
|  | **8.1. Do you share personal data with organisations outside the UK?** Yes [\_] No [\_] If the answer to 8.1 is yes, please answer the following questions:**8.1.1** (a) **Indicate which of those organisations are part of your Group of companies:****8.1.1** (b) **Is there any internal policy governing the use of personal data with organisations**  **listed above?**  Yes [\_] No [\_] N/A [\_] **8.1.2** (a) **Indicate which of those organisations are NOT part of your Group of companies:** |  |

 **8.1.2** (b) **Is there a written contract governing the relationship between such organisations and CLIENT?**

Yes [\_] No [\_] N/A [\_]

 (If yes, please provide details)

 **8.2. Does any third party process personal data on your behalf outside of the UK?** Yes [\_] No [\_]

 (If yes, please provide details)

**9. SUPPLY CHAIN RISKS**

**9.1 Have you undertaken a risks assessment against your supplier’s role in the supply chain and the risks posed to delivery of the services? In particular have identified any cyber security dependencies and vulnerabilities?** Yes [\_] No [\_]

 (If yes, please provide details and how you mitigate those risks)

**9.2 How often do you review your business relationships and risk management with these suppliers?**

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

**PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU**

**FORM OF UNDERTAKING TO ENTER INTO A PARENT COMPANY GUARANTEE**

TO: The United Kingdom Sports Council (‘UK Sport’)

1. In consideration of UK Sport inviting……………………………………………… [Tenderer] to tender we hereby enter into this Deed of Undertaking.
2. We……………………………………………………………………….. [NAME] being the ultimate holding company of our subsidiary company, [*[Insert Tenderer Name ]*] hereby irrevocably and unconditionally promise and undertake that in the event of the Form of Tender submitted by……………………………………. [*[Insert Tenderer Name ]*] being accepted by UK Sport in accordance with the Form of Tender and conditions attached thereto, and, if requested to do so by UK Sport we shall forthwith upon request properly execute and deliver to UK Sport a Deed of Guarantee and Indemnity in the form annexed hereto, but subject to the insertion of such details and the making of revisions as UK Sport may reasonably require in the light of the terms and the nature and effect of the contract constituted by the said acceptance.

DATED this………………………………day of……………………………………………………2015

SIGNED as a Deed by )

 )

[a Director and Secretary] )

Or [two Directors] )

 Director

 Director/Secretary

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

**PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU**

**DEED OF PERFORMANCE/PARENT COMPANY GUARANTEE**

**Annex**

**PARENT COMPANY GUARANTEE** is made this………………………………………..day of…………………………….2015 BETWEEN THE UNITED KINGDOM SPORTS COUNCIL of 21 Bloomsbury Street London, WC1B 3HF ("UK Sport") and (…………………………………….) whose Registered Office is situated at (……………………………………………………………………………….) ("the Guarantor")

**WHEREAS:-**

(1) (…………………………………………………….) of (……………………………………) ("………..") is………………………………………………………………………………. *(state relationship between Guarantor and [Insert Tenderer Name ])*

(2) This Guarantee is supplemental to a Policy (“the Policy”) with UK Sport bearing even date herewith whereby the Insurer has agreed to carry out transport services for UK Sport more particularly described therein

(3) The Guarantor has agreed that they will guarantee the due and proper performance of *[Insert Tenderer Name ]* upon the terms and conditions of this Guarantee

**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

In consideration of UK Sport accepting this Guarantee in discharge of the *[Insert Tenderer Name ]’s* obligation under the Policy.

1. The Guarantor hereby guarantees the due and proper performance by the Insurer of the obligations of the Insurer under the Policy entered into between UK Sport and the Insurer
2. Should the Contractor fail to execute the Policy or commit any breach of its obligations thereunder or in the event of the *[Insert Tenderer Name]* insolvency, winding-up, liquidation or dissolution, the Guarantor hereby agrees to indemnify UK Sport against any and all losses claims damages demands costs and expenses which may be suffered or incurred by UK Sport.
3. This Guarantee and indemnity shall not be affected discharged or impaired by any agreement, conduct or by any forbearance whatsoever on the part of UK Sport.
4. UK Sport shall not be obliged to require payment from *[Insert Tenderer Name] before* enforcing the terms of this Guarantee.
5. This Guarantee shall be binding upon the Guarantors successor in title and shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor or *[Insert Tenderer Name ]*.
6. UK Sport shall not be obliged before exercising any of the rights, remedies or powers confirmed upon herein:

a. to make any demand on, give notice or to take any other action or proceedings against *[Insert Tenderer Name ]*; or
b. to enforce or to seek to enforce any other security, guarantee, or indemnity taken in respect of the Policy or the Insurer’s obligations thereunder;
c. notwithstanding any other provisions of this Guarantee, any termination for material breach of the Policy of the Policy shall be conclusive evidence for the purposes of this Guarantee of the *[Insert Tenderer Name ]*’s failure to duly perform and observe the terms of the Policy. This Guarantee shall remain in full force and effect until the date of delivery to the Guarantor written confirmation from the UK Sport’s Authorised Officer that the Performance Guarantee is released and discharged
7. The Guarantor hereby irrevocably appoints ……….. of …………… as its authorised agent for the purpose of accepting service of process for all purposes in connection with this Guarantee.
8. Any notice, request, demand or other communication to be given or made under this Performance Guarantee shall be made to the address set out below and marked for the attention of the persons set out below;

In the case of UK Sport to the Legal Team Ground Floor 21 Bloomsbury Street, London, WC1B 3HF

In the case of the Guarantor to ……………………………………………..at ……………………………………………………………………………………………….

such communication, notice, request or demand shall be deemed to have been made and received if sent by mail on the next business day after the date of posting.

1. The construction, validity and performance of this Guarantee is subject to English law and the English Courts shall have exclusive jurisdiction over any dispute arising out of or in connection herewith subject only to the rights of the parties to enforce a judgment obtained in the English Courts in any other jurisdiction

**IN WITNESS** whereof the Guarantor executed and delivered this Guarantee as a Deed this……………………………………………day of………………………………………………………..2015

SIGNED as a Deed by )

 )

[a Director and Secretary] )

Or [two Directors] )

 Director

 Director/Secretary

**Appendix 4**

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU

**CHECKLIST**

**15 October 2015, 5:30 pm**

|  |  |
| --- | --- |
| Action Tenderer | Tick |
| Confirmed expression of interest |  |
| Submitted any clarification questions |  |

**22 October 2015**

|  |  |
| --- | --- |
| Action UK Sport | Tick |
| Responses to clarification questions received from UKS |  |

**12 November 2015 5:30 pm**

|  |  |
| --- | --- |
| Action Tenderer | Tick |
| Submitted Tender  |  |
| Completed and Signed Forms at Appendix 3 |  |
|  |  |

**24 November2015**

|  |  |
| --- | --- |
| Action UK Sport | Tick |
| Notification to unsuccessful tenderers/shortlisted tenderers |  |

**27 November2015**

|  |  |
| --- | --- |
| Action Tenderers to Present | Tick |
| Attend Presentation Meetings  |  |

**1 December 2015**

|  |  |
| --- | --- |
| Action UK Sport | Tick |
| Notification to successful tenderer/unsuccessful shortlisted tenderers  |  |
| 7 day Standstill period commences |  |

**Appendix 5**

**THE UNITED KINGDOM SPORTS COUNCIL**

**HR TEAM**

PROVISION OF HRIS SYSTEM AND PAYROLL BUREAU

**DRAFT CONTRACT**

Please note this is a standard outsourcing contract and not all of the terms will apply to the services being tendered. The contract will be amended by UK Sport on appointment of the successful tenderer. Tenderers must not amend the attached contract or propose alternative terms.

 

1. <https://www.gov.uk/government/publications/security-policy-framework> [↑](#footnote-ref-1)
2. ‘**Data Processor’** in relation to personal data means any person (other than an employee of the data controller) who processes the data on behalf of the data controller (DPA 1998 section 1 (1)) [↑](#footnote-ref-2)
3. “**Personal data**” means data which relate to a living individual who can be identified from (a) those data or (b) from those data or other information which is in the possession of, the data controller (DPA 1998 section 1 (1) ) [↑](#footnote-ref-3)
4. See <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> [↑](#footnote-ref-4)
5. This may include writing to individuals to request confirmation as to the accuracy of the data held about them. [↑](#footnote-ref-5)
6. This may include the use of checklists or standard letters dealing with access requests [↑](#footnote-ref-6)