

UK-Shrewsbury: Banking services.

Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement

Main Address: <https://www.shropshire.gov.uk>

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: Yes.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Banking-services./8Z58B74ZTS>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/8Z58B74ZTS> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available.

Unrestricted and full direct access to these tools and devices is possible, free of charge, at:

<http://www.delta-esourcing.com/tenders/UK-title/8Z58B74ZTS>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: UMC 012 - The Provision of Payment Services including Merchant and Allied Services

Reference Number: UMC 012

II.1.2) Main CPV Code:

66110000 - Banking services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council wishes to create a framework agreement with one or a number of contractors. The framework agreement shall comprise of 7 separate lots for the provision of merchant accounts, payment gateways, fully managed PCI DSS, compliant card acceptance, direct debit, swipe cards & barcode payments, Call masking and IVR, and automated payment systems. Further details of each lot are provided in section II.2. The fundamental objective of the Framework is to provide an efficient payment services for a range of public sectors across the UK and the EU to deliver financial savings and enable compliance with legislation. As part of this Process it's intended to award a contract under lots x and x for Shropshire Council from the commencement of the framework. Applicants may bid for one, more than one or all of the 7 Category lots and any of the 63 sub-lots under each of the 7 Category lots, please see tender documentation for full details. The framework will be for a period of 4 years from 8 July 2016

II.1.5) Estimated total value:

Value excluding VAT: 290,000,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: Yes

Tenders may be submitted for: maximum number of lots: 63

Maximum number of lots that may be awarded to one tenderer: 63

The contracting authority reserves the right to award contracts combining the following lots or groups of lots: All lots

II.2) Description

II.2) Description Lot No. 1

II.2.1) Title: Lot 1: Merchant Accounts

Lot No: 1

II.2.2) Additional CPV codes:
66110000 - Banking services.

II.2.3) Place of performance:
UKG22 Shropshire CC

II.2.4) Description of procurement: A merchant account service to provide for the processing of card payments, including the provision of card processing terminals.

A service which allows the Contractor to accept credit and debit card payments as well as alternative payments. The service facilitates the secure passing of funds from a client's account to the Contractor's account.

The requirement for the provision of card processing equipment includes all physical terminals which accept the transaction data and transmit it to the merchant acquirer.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:
Value excluding VAT: 50,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 08/07/2016 / End: 07/07/2020

This contract is subject to renewal: Yes

Description of renewals: The framework is for a period of four-years commencing 8 July 2016.

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:
No

Identification of the project: Not provided

II.2.14) Additional information: See CPRAS Service Specification

II.2) Description Lot No. 2

II.2.1) Title: Lot 2: Payment Gateway Service

Lot No: 2

II.2.2) Additional CPV codes:
66110000 - Banking services.

II.2.3) Place of performance:
UKG22 Shropshire CC

II.2.4) Description of procurement: A payment gateway service requirement for an e-commerce application service that authorises credit card payments for e-commerce and MOTO transactions.

The payment gateway facilitates the transfer of transaction data between a payment portal (such as a website, mobile phone or interactive voice response service) and the acquiring bank.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 30,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 08/07/2016 / End: 07/07/2020

This contract is subject to renewal: Yes

Description of renewals: The framework is for a period of four-years commencing 8 July 2016.

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:

No

Identification of the project: Not provided

II.2.14) Additional information: See CPRAS Service Specification

II.2) Description Lot No. 3

II.2.1) Title: Lot 3: Fully managed PCI DSS compliant card acceptance service

Lot No: 3

II.2.2) Additional CPV codes:

66110000 - Banking services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: A one-stop-shop for card payment acceptance, this service will include provision of, merchant account services, dynamic currency conversion, point-to-point-encryption terminals, payment gateway services, payment hosting, call masking and Interactive Voice Response systems (IVR).

The provision of services for this LOT is intended to de-scope the Contractor's transactions from PCI DSS regulations to the maximum extent possible, thus ensuring a secure payment processing environment which has only minimal management requirement to obtain and maintain PCI DSS compliance.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 80,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 08/07/2016 / End: 07/07/2020

This contract is subject to renewal: Yes

Description of renewals: The framework is for a period of four-years commencing 8 July 2016.

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:

No

Identification of the project: Not provided

II.2.14) Additional information: See CPRAS Service Specification

II.2) Description Lot No. 4

II.2.1) Title: Lot 4: Direct Debits

Lot No: 4

II.2.2) Additional CPV codes:

66110000 - Banking services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Direct Debits

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 40,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 08/07/2016 / End: 07/07/2020

This contract is subject to renewal: Yes

Description of renewals: The framework is for a period of four-years commencing 8 July 2016.

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:

No

Identification of the project: Not provided

II.2.14) Additional information: See CPRAS Service Specification

II.2) Description Lot No. 5

II.2.1) Title: Lot 5: Swipe cards and barcode payments

Lot No: 5

II.2.2) Additional CPV codes:

66110000 - Banking services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: The provision of swipe card and barcode payment acceptance systems.

This lot enables Payers to make payments to the Contractor by means of the Post Office Counter network (and other networks) where a physical payment can be made using cash or cheque or other means and the payment is then assigned to an individual account by means of association with a provided barcode or swipe card. The Lot includes the supply of new and replacement swipe cards.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 20,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:
Start: 08/07/2016 / End: 07/07/2020
This contract is subject to renewal: Yes
Description of renewals: The framework is for a period of four-years commencing 8 July 2016.

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: See CPRAS Specification

II.2) Description Lot No. 6

II.2.1) Title: Lot 7: IVR & Call Masking

Lot No: 7

II.2.2) Additional CPV codes:

66110000 - Banking services.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: A stand-alone service to remove card data from the telephone payment channel in order to improve efficiency, security and PCI DSS compliance. The Lot includes hosted voice platforms which can be used by customer service agents to take payments in the course of a telephone conversation without being exposed to the liability of hearing or seeing cardholder data. Also included is a requirement for an automated solution for un-manned payment phone lines.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 30,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 08/07/2016 / End: 07/07/2020

This contract is subject to renewal: Yes

Description of renewals: The framework is for a period of four-years commencing 8 July 2016.

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: See CPRAS Service Specification

II.2) Description Lot No. 7

II.2.1) Title: Lot 8: Automated payment systems

Lot No: 8

II.2.2) Additional CPV codes:
66110000 - Banking services.

II.2.3) Place of performance:
UKG22 Shropshire CC

II.2.4) Description of procurement: A SAAS providing the ability to make fully automated payments to Tenderers and other parties which can effect payment to multiple parties from a single transaction. The service should be able to allocate any percentage, or fixed amount, or combination of the two, to any number of parties in a transaction and also to automatically, or on a scheduled basis, allocate varying rates of sales tax into multiple accounts.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:
Value excluding VAT: 40,000,000
Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 08/07/2016 / End: 07/07/2020

This contract is subject to renewal: Yes

Description of renewals: The framework is for a period of four-years commencing 8 July 2016.

II.2.10) Information about variants:

Variants will be accepted: Yes

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:
No

Identification of the project: Not provided

II.2.14) Additional information: See CPRAS Service Specification

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documentation

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes:
No

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documentation

III.2.2) Contract performance conditions

See tender documentation

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: Yes

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

Framework agreement with several operators

Envisaged maximum number of participants to the framework agreement:

Not Provided

In the case of framework agreements justification for any duration exceeding 4 years: Not

Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 14/06/2016 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender:

Duration in month(s): 6

IV.2.7) Conditions for opening of tenders:

Date: 14/06/2016

Time: 12:00

Place:

Shirehall, Abbey Foregate Shrewsbury, SY2 6 ND

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 4 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement. See CPRAS Service Specification. The Council wishes to establish a Framework Agreement for use by the following bodies (and any future successors to these organisations): Central Government Departments, Local Government and Public Corporations that can be accessed at the Public Sector Classification Guide:

<http://www.ons.gov.uk/ons/search/index.html?pageSize=50&sortBy=none&sortDirection=none&newquery=Public+Sector+Classification+Guide>

Or at: <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32008D0963&from=EN> Local Authorities (England and Wales) <http://www.idea.gov.uk/idk/org/la-data.do>; www.ubico.co.uk

Trade Associations <http://www.taforum.org/Members>; <http://www.aalep.eu/top-200-eu-trade-associations>; <http://www.britishchambers.org.uk/about-the-bcc/the-bcc-chamber-of-commerce-network.html> ; <http://www.scottishchambers.org.uk/chambers/chamber-listing>;

<http://www.northernirelandchamber.com/>; <https://www.cpras.co.uk/trade-associations-business-groups/> NDPBs <https://www.gov.uk/government/organisations/NetworkRail> www.networkrail.co.uk

National Parks Authorities <http://www.nationalparks.gov.uk/>

Educational Establishments. <http://www.education.gov.uk/edubase/home.xhtml>;

<http://www.isc.co.uk/schools/#schoolSearchResult>;

https://en.wikipedia.org/wiki/Lists_of_universities_and_colleges_by_country#Europe;

<http://www.universities-scotland.ac.uk/index.php?page=members>;

<http://www.collegesscotland.ac.uk/member-colleges.html>

http://www.sfc.ac.uk/aboutus/council_funded_institutions/WhoWeFundColleges.aspx;

<http://www.uniswales.ac.uk/universities/> Colleges in Wales: http://www.collegeswales.ac.uk/en-GB/wales_colleges-42.aspx; <http://www.deni.gov.uk/links.htm#colleges>

Police Forces in the United Kingdom <https://www.police.uk/contact/force-websites>

Third Sector and Charities <http://www.charitycommission.gov.uk/find-charities/>;

<http://www.oscr.org.uk/search-charity-register/>;

<https://www.charitycommission.org.uk/ShowCharity/RegisterOfCharities/RegisterHomePage.aspx>

Accountants and other Professional Advisors <https://www.cpras.co.uk/accountants-and-professional-advisors-2/> The Card Processing Advisory Service. Scottish government <http://www.gov.scot>

Scottish Parliament: <http://www.scottish.parliament.uk/abouttheparliament/27110.aspx> Scottish Local

Authorities: <http://www.gov.scot/About/Government/councils>; <http://www.scotland-excel.org.uk/home/AboutUs/OurMembers/AssociateMembers.aspx> Scottish Agencies, NDPBs:

Welsh Public Bodies: National Assembly for Wales, Welsh Assembly Government and Welsh Local

Authorities, and all bodies covered by: <http://www.assembly.wales/en/Pages/Home.aspx>;

<http://gov.wales>

Northern Ireland Public Bodies; Northern Ireland Government Departments;

<http://www.northernireland.gov.uk/gov.htm> Northern Ireland Public Sector Bodies and Local

Authorities: <http://www.northernireland.gov.uk/az2.htm>

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Banking-services./8Z58B74ZTS>

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Annex A

IV) Address of the other contracting authority on behalf of which the contracting authority is

purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

See additional information at section VI.3

See additional information at section VI.3, Shrewsbury, SY2 6ND, United Kingdom

Email: procurement@shropshire.gov.uk

Main Address: <https://www.shropshire.gov.uk>

NUTS Code: UKG22

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: XXXXXXXXXX

Email: **procurement@shropshire.gov.uk**

Dear Sirs

UMC 012 THE PROVISION OF PAYMENT SERVICES CONTRACT AND FRAMEWORK

SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. CPRAS Specifications Document
3. Conditions of Contract
4. Rate Input workbook Schedule 5
5. Tender Response Document
6. Framework Call Off Contract Template
7. List of organisations interested in the framework

Tenders should be made on the enclosed Tender Response Document and Rate Input Schedule 5. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 14 June 2016**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
- **Please ensure that you allow yourself at least three hours when responding prior to the closing date and time, especially if you have been asked to upload documents.** If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 11 May 2016 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore, if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Further information and the Council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

Finally please note that CPRAS Ltd is the designated Framework Manager. All potential liabilities arising from Framework Management functions are accepted by CPRAS Ltd. Shropshire Council accepts no liability for any matter arising from the operation of this Framework.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully


Commissioning Development & Procurement Manager

Enc



INSTRUCTIONS FOR TENDERING

UMC 012- The Provision of Payment Services Contract and Framework

Instructions for tendering

Contract Description:

The Provision of merchant accounts and allied services to local authorities, charities, trade associations and accountants.

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1.0 Invitation to Tender

1 You are invited to tender for a framework of service providers in specific categories of payment services to include:

- Merchant Services
- Payment gateway
- Fully Managed PCI Compliant Debit and Credit Card Services
- Direct Debit Processing
- Swipe cards
- IVR and Call Masking
- Automated payment systems

Service providers will be invited to tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The framework will be for a period of **4 years** commencing on the **8 July 2016**.

As part of this Process it is intended to award a contract for Shropshire Council for Lot 1 and potentially for Lot 2 commencing at the start of the framework arrangement for a period of 4 years.

1.2 Tenders are to be submitted in accordance with the Terms and Conditions contained in the Invitation to Tender and instructions outlined within this document.

1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.

1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.

1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the section 1 questionnaire of the tender response document submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in the section 1 questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.

1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

2.2 Terms and Conditions

2.1 Every Tender received by the Council shall be deemed to have been made subject to the Terms and Conditions contained in the Invitation to Tender and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will form part of a framework of service providers and will be required to provide quotes/tenders for partner organisations joining the framework including individual Councils, Charities, Trade Associations and Chambers of Commerce in accordance with the contract throughout the duration of the framework agreement.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council.

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules based on turnover levels in the Invitation to Tender documents. The terms “Nil” and “included” are not to be used but a zero or figures must be inserted against each item within each price band. Unit rates and prices must be quoted in pounds sterling and whole new pence, except where otherwise indicated.

Tenderers may opt to decline to bid for a whole sector (e.g. Charities) or for a sub-lot within a sector (e.g. Charities with a CTO of <£1m), by entering NB (for No Bid)

Where the opportunity to provide referral rates is offered, this is not mandatory and will not be scored.

3.2.6 It shall be the Tenderer’s responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council’s requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, ‘joint and several’ guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted through the Councils Delta portal by the deadline of **noon, 14 June 2016**.

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, solutions which also deliver benefits and added value to the local economy, residents and the business community are encouraged.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations.

6.0 Tender Evaluation

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

7.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

7.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

7.4 All queries should be raised as soon as possible (in writing), in any event not later than 7 June 2016.

7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

7.6 Except as directed in writing by the Council, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

8.1 The Council, or any other Participant, shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;

- iii) any other communication between the Council/Other Participant (whether directly or through its agents or representatives) and any other party.
- 8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.
- 9.0** **Confidentiality**
- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
 - 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
 - 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

9.5.4 the Tenderer is legally required to make such a disclosure.

9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which the Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

10.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, the Council may consider it appropriate to ask you for your views as to the release of any information before a decision is made as to how to respond to a request. In dealing with requests for information under the Act, the Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

10.3 If, at any stage of this tendering process, you provide any information to in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

10.4 The Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

10.5 In certain circumstances where information has not been provided in confidence, the Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any

party. However the decision as to what information will be disclosed will be reserved by the Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

11.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

11.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

11.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

11.1.4 The Tenderer :

a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or

c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission; or

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including, the CPRAS Specification, Conditions of Contract and the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement

between the Supplier and the Council. If accepted, the Supplier will form part of a framework of service providers who will be asked to quote as appropriate throughout the duration of this framework arrangement. Once a quotation/tender is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

- 15.3** Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote for other partner organisations joining the framework. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and general use.
- 15.4** All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.
- 15.5** Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas.
- 15.6** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being 8 July 2016 to allow for mandatory standstill and mobilisation.

16.0 **Payment Terms**

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 **Liability of Council**

- 17.1** The Council does not bind itself to accept the lowest or any tender.
- 17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

Please note that CPRAS Ltd is the designated Framework Manager. All potential liabilities arising from Framework Management functions are accepted by CPRAS Ltd. Shropshire Council accepts no liability for any matter arising from the operation of the Framework.

18.0 Declaration

We, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

CPRAS Payment Services Framework

Call Off Form

SECTION A

This Order Form is issued in accordance with the provisions of the Framework Agreement [xxxxx]. The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract and for the avoidance of doubt this Call Off Contract incorporates all rates, service specifications and supplier performance requirements and terms and conditions as provided by the Supplier in the winning tender response document, and repeated here.

DATE [dd/mm/yyyy]
ORDER NUMBER []
FROM [] "CUSTOMER"
TO [] "SUPPLIER"

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1 Call Off Commencement Date:

[dd/mm/yyyy]

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

[dd/mm/yyyy]

End date of Call Off Extension Period

[dd/mm/yyyy]

2. SERVICE REQUIREMENTS, COSTS AND TERMS & CONDITIONS

2.1 Services required

The Lot Description will be entered here

2.2 Charges

The Supplier Rates as supplied in the TRD will be entered here

2.3 Service Specification

The Specification Compliance responses in the Supplier Tender Response will be entered here

2.4 Terms & Conditions

General Terms and Conditions as provided in the Invitation to Tender pack will be included here.

3. FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services.

The Parties hereby acknowledge and agree that they have read the Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

THE PROVISION OF A FRAMEWORK FOR PAYMENT SERVICES

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PAYMENT SERVICES SPECIFICATION

1 GENERAL CONDITIONS

1.1 SCOPE OF CONTRACT

It is Shropshire Council's intention to award this framework to one or a number of Contractors. The contract shall comprise of the provision of financial services including merchant accounts and allied services which are divided into discrete Lots, which are summarized below and detailed in Section 3 of this specification.

LOT 1 – Merchant Accounts

A merchant account service to provide for the processing of card payments, including the provision of card processing terminals.

A service which allows the Contractor to accept credit and debit card payments as well as alternative payments. The service facilitates the secure passing of funds from a client's account to the Contractor's account.

The requirement for the provision of card processing equipment includes all physical terminals which accept the transaction data and transmit it to the merchant acquirer.

LOT 2 – Payment Gateway Service

A payment gateway service requirement for an [e-commerce application service](#) that authorises [credit card](#) payments for e-commerce and MOTO transactions.

The payment gateway facilitates the transfer of transaction data between a payment portal (such as a website, mobile phone or [interactive voice response](#) service) and the acquiring bank.

LOT 3 – Fully Managed PCI DSS Compliant Card Acceptance Service

A one-stop-shop for card payment acceptance, this service will include provision of, merchant account services, dynamic currency conversion, point-to-point-encryption terminals, payment gateway services, payment hosting, call masking and Interactive Voice Response systems (IVR).

The provision of services for this LOT is intended to de-scope the Contractor's transactions from PCI DSS regulations to the maximum extent possible, thus ensuring a secure payment processing environment which has only minimal management requirement to obtain and maintain PCI DSS compliance.

LOT 4 - Direct Debit

A Direct Debit (DD) Bureau service where the Contractor has obtained their own Service User Number ("SUN"), but wishes to outsource the management of such a collection facility. The requirement for the provision of direct debit services includes the fulfilment of all BACS related submissions and correspondence to payers on behalf of the Participant.

The provision of services for this LOT is intended to de-scope the Participant's responsibilities from BACS regulations to the maximum extent possible, thus

ensuring a secure processing environment which has only minimal management requirement to obtain and maintain BACS compliance.

LOT 5 – Swipe cards and Barcode Payments

The provision of swipe card and barcode payment acceptance systems. This lot enables Payers to make payments to the Contractor by means of the Post Office Counter network (and other networks) where a physical payment can be made using cash or cheque or other means and the payment is then assigned to an individual account by means of association with a provided barcode or swipe card. The Lot includes the supply of new and replacement swipe cards.

LOT 6 - Withdrawn

LOT 7 – Call Masking and IVR Service

A stand-alone service to remove card data from the telephone payment channel in order to improve efficiency, security and PCI DSS compliance. The Lot includes hosted voice platforms which can be used by customer service agents to take payments in the course of a telephone conversation without being exposed to the liability of hearing or seeing cardholder data. Also included is a requirement for an automated solution for un-manned payment phone lines.

LOT 8 – Automated Payment Systems

A SAAS (software as a service) providing the ability to make fully automated payments to Tenderers and other parties which can effect payment to multiple parties from a single transaction.

The service should be able to allocate any percentage, or fixed amount, or combination of the two, to any number of parties in a transaction and also to automatically, or on a scheduled basis, allocate varying rates of sales tax into multiple accounts.

The fundamental objective of the contract is to provide an efficient financial service capable of servicing Shropshire Council and other local authorities, charities, trade associations and accountants. The Council places emphasis on ensuring compliance with PCi-DSS Regulations.

As part of this Process it is intended to award a contract for Shropshire Council for Lot 1 and potentially for Lot 2 commencing at the start of the framework arrangement for a period of 4 years.

A detailed timetable is to be provided for each service showing key dates milestones and implementation deadlines.

1.2 DURATION OF CONTRACT

In the first instance competitive tenders are being invited for a Framework contract period of four years commencing 8th July 2016.

The Council is not bound to accept the lowest or any tender for this contract and will not be responsible for any costs in relation to the preparation of this tender.

1.3 IMPORTANT NOTES

VOLUME OF TRANSACTIONS AND RIGHT TO REMOVE

The pricing and specification compliance schedules (Schedule 4) provide an estimate of the annual volume and value of the credit and debit card transactions. Transactions are split by card type in line with the categories used by Visa/Mastercard for interchange rates.

The volumes of transactions quoted are only indicative and are based on actual volumes seen over a recent period. The Council will not be liable for the successful provider's unanticipated costs arising from fluctuations in volumes.

The Council reserves the right to remove the Contractor from the contract if they deviate from the pricing schedule

The Council reserves the right to remove the Contractor from the contract for poor performance or any major breach of the specification.

1.4 DATA PROTECTION

The Contractor shall in relation to the performance of his obligations under this Contract be contractually bound to the Council to act in a way which is consistent with the obligations of a public authority under the Data Protection Act 1998 and in particular the Principles of the Data Protection Act 1998.

- The British Standard for the secure destruction of confidential material (BS 8470:2006) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs.
- Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies with BS 8470 when transporting, storing and destroying documents.
- The Data Protection Act 1998 introduced a requirement in October 2000 that all organisations that are contracted to provide services to the Council and that services includes processing of personal data are obliged to ensure secure storage of data.
- The Contractor shall at all time during the terms of the Contract implement appropriate technical and organisational measures acceptable by the Council to protect any personal data being accessed or processed by unlawful processing of personal data and against accidental loss or destruction of or damage to personal data held or processed by the Contractor and that the Contractor shall have taken all reasonable steps to ensure reliability of any of their staff which will have access to personal data processed as part of the contract.
- The Contractor shall act only on the Council's instructions in relation to the processing of any personal data provided to the Contractor by the Council or on behalf or by the Council's employees or former employees.
- Upon receipt of at least 7-days' notice the Contractor shall allow access to any relevant premises owned or controlled by the Contractor to inspect procedures described above and will, on the Council's request, prepare a report to the Council as to the Contractor's current technical and organisational measures used to protect any such personal data.
- The Contractor shall consider all reasonable suggestions which the Council may

put to the Contractor to ensure that the level of protection provided for personal data is in accordance with this document and make changes suggested unless the Contractor can prove to the Council reasonable satisfaction that they are not necessary to ensure ongoing compliance with the Contractor undertaking in the clauses stated above.

1.5 BUSINESS CONTINUITY

The Contractor is required to have considered Business Continuity arrangements and developed robust Business Continuity Plans which will minimise any effects on this contract should the Contractor's resources or operations be compromised through an unplanned event. The Contractor shall make available upon request for inspection their Business Continuity plans which, as a minimum, shall detail contingencies in the event of loss or reduced Contract Administration staff, office facilities or IT infrastructure in the event of widespread illness i.e. flu pandemic. Additional contract sensitive issues i.e. supply chain management should also be considered.

1.6 ESSENTIAL/DESIRABLE MEMBERSHIP/REQUIREMENT

It is an essential requirement of this contract that the successful Tenderer for Lots 1-3 must comply with the current Regulations for PCI-DSS and it is the Contractor's responsibility to ensure that any amendments are adhered to throughout the duration of this contract.

2. GENERAL REQUIREMENTS

Providers should note that a high standard of delivery of the Framework Agreement is expected and therefore the successful Provider will be expected to provide resources sufficient to achieve the required standards at all times.

The successful Provider will be solely responsible for providing all necessary labour, equipment and necessary software and hardware to satisfactorily and safely deliver the provision of the Contract in strict accordance with the Health and Safety at Work Act (1974) and any subsequent amendments thereto or recommendations of the Health and Safety Executive. In carrying out the delivery of the Framework Agreement the successful Provider will exercise all the skill, care and diligence to be expected of a properly qualified and competent person experienced in the provision of services similar in nature to the Framework Agreement and in relation to projects of a similar size, scope and complexity to the services.

The successful Provider will be required to provide accurate data and contract monitoring related information to Contracts officers in relation to service performance. This may be monthly, quarterly and annually. There will be occasions when this is requested at other intervals (e.g. weekly). This data will be submitted via management systems as stipulated by the Council in the service specification.

The successful Provider will be required to ensure that senior representatives of their organisation are available to meet with Contracts officers within the Council and Framework management team when required.

The principle objective of these meetings will be to ensure the fulfilment of the contractual obligations, but also to meet and discuss the Framework Agreement's requirements and make decisions on service developments and improvements. Progress will be monitored and issues will be documented and resolved. Change will be managed through this

process.

2.1 STATUTORY REGULATIONS

It is the Contractor's responsibility to ensure compliance with all relevant statutory regulations relating to the management of financial information for the duration of the contract including any EU Directives and revisions.

2.2 COSTS

The unit costs are detailed in Schedule 4, of the Tender Response Document. This cost to be applied to all services.

2.3 PAYMENT

The contract will run for the period 8th July 2016 to 7 July 2020. Payment of invoices will be paid monthly in arrears following receipt of the relevant collection report.

For payment purposes, Providers need to disclose details of their bank account by BACS. Providers will be required to complete an application form and provide ONE ITEM from the following list as evidence of the details provided:

- A pre-printed bank/building society paying-in slip
- A Photocopy of one the Providers blank cheques (marked "cancelled")
- The top part of the Providers bank/building society statement (which displays the Account Name, Sort code and Account Number)

The above will be requested on successful award of the Framework Agreement Invoices must be accompanied by the relevant scheduled reports as detailed in the specifications.

2.4 DELETION OF SERVICES

The Council may, during the period of the contract, wish to discontinue the provision of service items from the list detailed in each separate lot. Any such deletions shall be effected by giving one months' notice in writing and without penalty to the Council.

2.5 ADDITIONAL SERVICES

The Council may, during the period of the contract, wish to add service items. Any such additions shall be at the cost stated in Schedule 4, of the Tender Response Document.

2.6 FRAMEWORK MANAGEMENT

The Framework will be managed by CPRAS on behalf of the Council. Framework management charges apply and are included within Schedule 4. All tenderers should submit bids inclusive of Framework Management charges.

As the designated Framework Management, it is CPRAS, and not Shropshire Council, that will carry out all Framework Management operations including, but not limited to, the tasks listed below. All potential liabilities arising from Framework Management functions are accepted by CPRAS. Shropshire Council accepts no liability for any matter arising from Framework operation.

CPRAS Framework Management Responsibilities

- To provide a contact point for access to Framework services for all entities (participants) which are eligible to call off services.
- To verify eligibility for Framework service call-off.
- To gather all required information from prospective participants.
- To identify the winning service provider and provide all appropriate service, price & contact information to the participant.
- To provide the participant with the application paperwork as required by providers in order to establish the service contract.
- To present application paperwork to the provider and make introductions as appropriate.
- To validate M.I. data as supplied each month by the provider with regard to service charges.
- To provide the participant with software to enable Framework referral rates to be promoted to associated businesses.
- To provide the same service access and data validation service to businesses referred by the participant.

Provider Responsibilities

- To pay (monthly in arrears) all Framework Management charges as detailed in Schedule 5: Rate Inputs
- To provide CPRAS with any / all literature that should accompany the response to any RFP.
- To provide CPRAS with all data / information necessary for the creation of a cost analysis against the participant's current service.
- To provide CPRAS with digital copies of application paperwork.
- To provide CPRAS with a single point of contact for all Framework service applications and accounts.
- To provide CPRAS with the M.I. as specified in the Service Specification section of the Tender Pack.
- To provide CPRAS with Framework Management fees as detailed in Schedule 5

Failure to provide the above may result in the removal of the provider from the Framework.

2.7 CALL-OFF CONTRACTS

Any other service users including local authorities, charities etc wishing to use this framework must use the Conditions of Call-off Contract attached in Section 4 of this Specification.

2.8 TERMINATION

The Council and Framework Management reserve the right to remove the Contractor from this contract at its absolute discretion where there are reasonable grounds for doing so and the Council or Framework Management will not be liable in any way to the Contractor in such circumstances.

If the Contractor wishes to be removed from this contract during its duration six months' notice must be given in writing to The Financial Services Business Advisor, Shropshire Council, The Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND.

3.0 CPRAS SERVICE SPECIFICATION

All Lots

Tenderers are invited to include separate bids for "Referral contracts". Bids in this section will not be scored, but will be offered to local businesses via the Council's enterprise support team and Framework Management. Rates indicated are expected to be indicative only, and there will be no commitment to supply.

Referred businesses will be provided not only with the Referral rates offered, but also with a detailed comparison of the potential savings that they would bring.

Referrals can be made by any Participant via Framework Management. Therefore, Chambers of Commerce and trade associations can refer member businesses. Similarly, accountants can refer client businesses.

LOT 1: Merchant account and provision of card processing equipment

1.1. Merchant account services

1.1.0 Transaction environments

Tenderers will facilitate payments to the Participant by means of credit and debit cards in both cardholder present and cardholder not present environments, including chip and pin and contactless transactions as well as internet and telephone payments via the Participant's current, or preferred, Payment Gateway.

1.1.1 Mandatory Acceptable Card Types

Acceptance of the following card types is required as a minimum. Where there are further sub-types for a card type, acceptance of all sub-types is required. By way of example, Visa consumer gold cards must be accepted since they are a sub-card-type of Visa consumer credit cards. Similarly, acceptance of international Visa consumer cards is required.

- Visa consumer credit cards
- MasterCard consumer credit cards
- Visa consumer debit cards
- MasterCard consumer debit cards
- Visa commercial credit cards
- MasterCard commercial credit cards
- Visa commercial debit cards
- MasterCard commercial debit cards
- Visa Electron
- Maestro / Switch

- Visa charge cards
- MasterCard pre-paid cards

1.1.2 Preferred Additional Acceptable Card Types

In addition to the card types listed above, the ability to accept card types from the list below (and associated sub-types) would be preferred.

- American Express
- Diners Club International
- Discover
- JCB
- Wirecard
- TenPay
- Paysafecard
- Yandex
- Sofort
- Konbini
- GiroPay
- Klarna
- Ukash
- M-PAISA
- China Union Pay
- Alipay
- Skrill
- PAGA
- Paypal
- WebMoney
- Cash U
- V.me
- iDeal
- EFTPOS
- Neteller
- M-PESA
- Multi Function Cards
- Fuel Cards

1.1.3 Smart Phone payments

Tenderers will be able to accept payments made by ApplePay and will have an adoption plan for the acceptance of similar payment mechanisms. In particular adoption plans should be in place for, but not limited to, AndroidPay and SamsungPay

1.1.3 Compliance

Tenderers will maintain, and demonstrate annually by way of independent certification, full compliance with the current version of the Payment Cards Industry Data Security Standard (PCI DSS).

Tenderers will, promptly when it becomes available, provide Participants with all required information concerning the Participants responsibilities under PCI DSS.

1.1.4 Market development

Tenderers will provide a quarterly market briefing to the Framework Management to describe current innovations in the merchant account sector. The briefing should include a commentary on the Tenderer's own innovations and innovation adoption plans such that Participants can use the information to forward plan their payment acceptance estate.

Of particular interest will be innovations in the fields of biometrics and digital currencies / wallets.

1.1.5 Management Information

Tenderers will ensure that Participants and Framework Management have secure access to any provided reporting, electronic billing and invoices via HTTPS API, SFTP and secure email, as well as by any other means as is reasonably requested.

1.1.6 Scheduled reporting

Tenderers will agree an Excel file / CSV template format, with Framework Management, by which monthly reports will be provided. As well as listing and defining any surcharges, hardware costs, chargebacks or other charges, reports will group transactions by card type and by submission type and for each grouping will provide the value and volume of transactions, interchange applied, acquiring charges and total charge made. An example of an appropriate card type section of the report is included here:

Card Type	Chip & Pin	E-comm	Moto	Value	Volume	Interchange	Margin Charge	Total Charge
Visa Con Cr	x			100	1	£0.30	£0.17	£0.47
MC Corp		X		1000	5	£17.00	£1.70	£18.70

1.1.7 M.I. Training and support

Tenderers will provide training and support such that designated Participant and Framework Management personnel can access, download and filter all transaction and charging data, including the details pertaining to refunds and chargebacks.

In the event that transaction data cannot be found, Tenderers will provide a support function to a) retrieve the required data, and b) provide instruction on how the data might be obtained in future instances without recourse to the support function.

Tenderers will provide free training to Participant personnel, where required, on the use of the merchant services provided.

1.1.8 Foreign currency transactions

Tenderers will, if required, provide Participants with a Dynamic Currency Conversion (DCC) system. If a DCC service component is not provided directly by the Tenderer, then it is expected that the Tenderer will assist with the implementation of a DCC service which is compatible with their merchant account.

1.1.9 Settlement of funds

Tenderers are expected to set out charge rates which are based on a settlement time of T+4 where "T" is the day on which the transaction is made.

1.1.10 Settlement variant bids

Variant bids will be considered which offer quicker settlement in exchange for slightly higher charge rates as well as those which offer lower rates in exchange for extended settlement time.

1.1.11 Payment terms variant bids

Variant bids will also be considered which provide a discount on the merchant account fees for faster settlement by the Participant.

1.1.12 Chargebacks

Tenderers will work with Participants in accordance with the Card Scheme rules to resolve all queries or issues relating to chargebacks.

1.1.13 Fraud risk management

Tenderers will work with the Participant to identify and implement appropriate systems for the detection and reduction of fraud and money laundering.

1.1.14 Account management and support

Tenderers will provide a named account manager for all Participant accounts where the anticipated card turnover exceeds £10m per year.

Tenderers will provide access for the Participant to a customer service team with the responsibility of maintaining the optimum service standards and effective running of the merchant account service provided, including responding to Participant queries that have regard to the service.

1.1.15 Transaction monitoring

Tenderers will work with the Participant to assist in the reduction of fraudulent transactions and incidents of money laundering.

In cases where the Tenderer detects suspicious activity which may be an indicator of fraudulent activity, or money laundering, then the Tenderer will inform the Participant of this as quickly as possible.

1.1.16 Authorisations

Rates supplied are expected to be inclusive of all authorisation charges. If

additional authorisation charges are to be made, then they should be clearly described here.

1.1.17 Refunds

Refund interchange costs are expected to be passed on without additional margin. If additional charges are to be made for processing refunds, then they should be clearly described here.

1.1.18 Gateway integration

Tenderers will be required to integrate with the Participant's current payment gateway or their preferred gateway provider.

1.2 Provision of card processing equipment

1.2.0 Equipment overview

The Tenderers shall, as required, supply POS / MPOS equipment to enable the processing of cardholder present card payments and refunds using both chip and pin and contactless technologies. Cardholder not present processing equipment and systems will also be required.

1.2.1 Accessibility

The Participant shall ensure that, as far as possible, all transaction processing equipment is accessible to users with disabilities so as to provide an inclusive service.

1.2.2 Terminal options

The Participant requires a that Tenderers should be able to supply a variety of hardware solutions including:

- Fixed Terminals
- Mobile Terminals
- Bluetooth Terminals
- Contactless terminals
- Unattended terminals
- P2PE terminals

1.2.3 Connectivity

Multiple connectivity options are required, including:

- Broadband
- GPRS
- Satellite communication
- Emerging connectivity infrastructures

1.2.4 Contactless limits

Tenderers shall ensure that all equipment supplied is adapted, free of charge

and without delay, to accommodate changes in contactless transaction value thresholds.

1.2.5 Virtual terminals

Virtual terminals must be compliant with the PCI DSS and must be compatible with the Participant's voice recognition / IVR systems.

1.2.6 Training

The Participant will provide instruction manuals / training, as required, to ensure that Participant personnel are properly informed in the use of payment processing equipment and systems.

1.2.7 Supply and exchange

For an existing merchant account, new hardware should be delivered with a lead time not exceeding 48 hours.

For a new merchant account, hardware lead times should not exceed 7 days.

Replacement of faulty hardware should be accomplished within the maximum lead times detailed above.

1.2.8 Support

Tenderers should provide access to a telephone support service for card processing equipment. Support should be given for both technical issues and user queries.

1.3 Added value functions

Participants are aware that functional capabilities in the Financial Technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of benefit provided.

LOT 2: Payment gateway service

2.1 Service overview

A payment gateway service is required as an e-commerce application service that authorises credit card payments for e-commerce and MOTO transactions.

The payment gateway will facilitate the transfer of transaction data between the Participant's payment portal (such as a website, mobile phone or interactive voice response service) and the acquiring bank.

The payment gateway will connect to the Participant's merchant acquirer to enable the processing of cardholder not present transactions.

The Service provided will be merchant acquirer agnostic

2.2 Refunds & recurring payments

Tenderers will ensure that the payment gateway service can process refunds and recurring payments.

2.3 PCI DSS

Tenderers will ensure that, at all times, the connections between the Payer, the Tenderer and the Merchant Acquirer are secure and compliant with all the latest PCI DSS requirements.

2.4 Processing time

The maximum acceptable processing time per transaction is 3 seconds.

2.5 Compatibility

Payment gateway pages must be rendered correctly for, as a minimum:

- Apple computers, laptops, PDA's and phones
- Windows computers, laptops. PDA's and phones

2.6 Accessibility

As a minimum, all web based interfaces will meet WCAG 2.0 Level AA

2.7 Payment page customisation

All payment pages must be fully customisable with respect to:

- Copy
- Images
- Colour schemes
- Branding
- Contact details
- Logos
- Fonts

The Tenderer will facilitate customisation as required.

2.8 Transition

The transition from the Participant's pages to the payment gateway pages must be seamless to ensure that the user experience is consistent with the Participant's brand.

Transition must include notification that the Payer is entering a secure payment environment.

2.9 Alternative Payments

The Participant will incorporate emerging Alternative Payments into the service offering as soon as is practicable. The Participant will be notified when this has been effected.

2.10 Tokenisation

Tenderers should have the functionality to facilitate tokenisation of Payer data to allow for a swifter subsequent payment experience.

Card data tokenisation should also be available.

Customers should see payment options specific to their tokenised card data i.e. payment cards that they have previously used.

Tokenisation costs, including migration costs, should be included in the single PPT input.

If additional charges are made which cannot be included in the PPT charge, then these should be described and quantified here.

2.11 Security

The following payment security functions, or equivalent, functionality will be included in the service without premium charge. If premium charges do apply, then they should be identified and specified here.

- 3D Secure
- Velocity checks
- BIN Checks
- AVS
- CV2

2.12 Added value functions

Participants are aware that functional capabilities in the payment gateway technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of benefit provided.

2.13 Fraud

Tenderers will provide an appropriate range of anti-fraud tools. There should be a clear statement, for each option, to state whether it is included or if it attracts premium charges. If premium charges do apply, they should be quantified.

2.14 Mandatory Acceptable Card Types

Acceptance of the following card types is required as a minimum. N.B. Where there are further sub-types for a card type, acceptance of all sub-types is required. By way of example, Visa consumer gold cards must be accepted since they are a sub-card-type of Visa consumer credit cards. Similarly, acceptance of international Visa consumer cards is required.

- Visa consumer credit cards
- MasterCard consumer credit cards
- Visa consumer debit cards
- MasterCard consumer debit cards
- Visa commercial credit cards
- MasterCard commercial credit cards
- Visa commercial debit cards
- MasterCard commercial debit cards
- Visa Electron
- Maestro / Switch
- Visa charge cards
- MasterCard pre-paid cards

2.15 Preferred Additional Acceptable Card Types

In addition to the card types listed above, the ability to accept card types from the list below (and associated sub-types) would be preferred. Where acceptance of these payment types attracts premium charges which are in addition to those charged by the scheme in question, then these additional gateway charges should be described and quantified.

- American Express
- Diners Club International
- Wirecard
- TenPay
- Paysafecard
- Yandex
- Sofort
- Konbini
- GiroPay
- Klarna
- Ukash
- M-PAISA

- China Union Pay
- Alipay
- Skrill
- PAGA
- Paypal
- WebMoney
- Cash U
- V.me
- iDeal
- EFTPOS
- Neteller
- M-PESA
- Multi Function Cards
- Fuel Cards
- JCB

2.16 P2PE

All Services should, as far as is possible, incorporate up to date point to point encryption technology

2.17 Virtual Terminal

The virtual terminal provided should be included without limitation to the number of possible users and without additional charges. Any such additional charges should be specified here.

2.18 Management Information

Tenderers will ensure that Participants and Framework Management have secure access to any provided reporting, electronic billing and invoices via HTTPS API, SFTP and secure email, as well as by any other means as is reasonably requested.

2.19 Scheduled reporting

Tenderers will agree an Excel file / CSV template format, with Framework Management, by which monthly reports will be provided. Reports will detail all transaction (and other) charges made for the period.

2.20 Training and support

Tenderers will provide training and support such that designated Participant and Framework Management personnel can access and properly utilise the MI system, virtual terminal or other hardware or software provided by the Tenderer.

Training and support should not attract additional charges. If additional charges are to be made, then they should be specified here.

2.21 No minimum charges

The Participant does not expect to be subject to minimum charges. If these

do apply then they should be specified here.

2.22 Account updating

The Service should include an account updating function to provide an automatic update of expired cards which are held in tokenised form.

2.23 Pay by Link

Preferably, the Service will include advanced features such as Pay by Link where a link in an email can directly re-direct to a payment page.

2.24 Payment Approval Maximisation

Approval rates should be monitored. Significant fluctuations should be reported and managed in order assure highest possible card acceptance rates.

LOT 3: Fully Managed, PCI Compliant, Debit and Credit Card Services

This Lot includes all of the services which are described in the Specifications for Lot 1, Lot 2 & Lot 7. Tenderers who are also entering bids for those Lots should not assume that all elements of the specifications are repeated exactly however, as additional functionality is required in this Lot.

3.1 Merchant account services

3.1.2 Transaction environments

Tenderers will facilitate payments to the Participant by means of credit and debit cards in both cardholder present and cardholder not present environments, including chip and pin and contactless transactions as well as internet and telephone payments via the Payment Gateway service as specified in 3.2.

3.1.3 Mandatory Acceptable Card Types

Acceptance of the following card types is required as a minimum. Where there are further sub-types for a card type, acceptance of all sub-types is required. By way of example, Visa consumer gold cards must be accepted since they are a sub-card-type of Visa consumer credit cards. Similarly, acceptance of international Visa consumer cards is required.

- Visa consumer credit cards
- MasterCard consumer credit cards
- Visa consumer debit cards
- MasterCard consumer debit cards
- Visa commercial credit cards
- MasterCard commercial credit cards
- Visa commercial debit cards
- MasterCard commercial debit cards
- Visa Electron
- Maestro / Switch
- Visa charge cards
- MasterCard pre-paid cards

3.1.4 Preferred Additional Acceptable Card Types

In addition to the card types listed above, the ability to accept card types from the list below (and associated sub-types) would be preferred.

- American Express
- Diners Club International
- Wirecard
- TenPay
- Paysafecard
- Yandex
- Sofort

- Konbini
- GiroPay
- Klarna
- Ukash
- M-PAISA
- China Union Pay
- Alipay
- Skrill
- PAGA
- Paypal
- WebMoney
- Cash U
- V.me
- iDeal
- EFTPOS
- Neteller
- M-PESA
- Multi Function Cards
- Fuel Cards
- JCB

3.1.5 Smart Phone payments

Tenderers will be able to accept payments made by ApplePay and will have an adoption plan for the acceptance of similar payment mechanisms. In particular adoption plans should be in place for, but not limited to, AndroidPay and SamsungPay

3.1.6 Compliance

Tenderers will maintain, and demonstrate annually by way of independent certification, full compliance with the most current version of the Payment Cards Industry Data Security Standard (PCI DSS).

Tenderers will, promptly when it becomes available, provide Participants with all required information concerning the Participants' responsibilities under PCI DSS.

3.1.7 Market development

Tenderers will provide a quarterly market briefing to the Framework Management to describe current innovations in the merchant account sector. The briefing should include a commentary on the Tenderer's own innovations and innovation adoption plans such that Participants can use the information to forward plan their payment acceptance estate.

Of particular interest will be innovations in the fields of biometrics and digital currencies / wallets.

3.1.8 Management Information

Tenderers will ensure that Participants and Framework Management have

secure access to any provided reporting, electronic billing and invoices via HTTPS API, SFTP and secure email, as well as by any other means as is reasonably requested.

3.1.9 Scheduled reporting

Tenderers will agree an Excel file / CSV template format, with Framework Management, by which monthly reports will be provided. As well as listing all defining any surcharges, hardware costs, chargebacks or other charges, reports will group transactions by card type and by submission type and for each grouping will provide the value and volume of transactions, interchange applied, acquiring charges and total charge made. An example of an appropriate card type section of the report is included here:

Card Type	Chip & Pin	E-comm	Moto	Value	Volume	Interchange	Margin Charge	Total Charge
Visa Con Cr	x			100	1	£0.30	£0.17	£0.47
MC Corp		X		1000	5	£17.00	£1.70	£18.70

3.1.10 M.I. Training and support

Tenderers will provide training and support such that designated Participant and Framework Management personnel can access, download and filter all transaction and charging data, including the details pertaining to refunds and chargebacks.

In the event that transaction data cannot be found, Tenderers will provide a support function to a) retrieve the required data, and b) provide instruction on how the data might be obtained in future instances without recourse to the support function.

The Tenderer will provide free training to Acquirer personnel, where required, on the use of the merchant services provided.

3.1.11 Foreign currency transactions

Tenderers will, if required, provide Participant(s) with a Dynamic Currency Conversion (DCC) system. If the DCC service component is not provided directly by the Tenderer, then it is expected that the Tenderer will assist with the implementation of a DCC service which is compatible with their merchant account.

3.1.12 Settlement of funds

Tenderers are expected to set out charge rates which are based on a settlement time of T+4 where "T" is the day on which the transaction is made.

3.1.13 Settlement variant bids

Variant bids will be considered which offer quicker settlement in exchange for slightly higher charge rates as well as those which offer lower rates in

exchange for extended settlement time.

3.1.14 Payment terms variant bids

Variant bids will also be considered which provide a discount on the merchant account fees for faster settlement by the Participant.

3.1.15 Chargebacks

Tenderers will work with Participants in accordance with the Card Scheme rules to resolve all queries or issues relating to chargebacks. No charge will be made to the Participant above the Chargeback rate specified in the tender response.

3.1.16 Fraud risk management

The Tenderer will work with the Participant to identify and implement appropriate systems for the detection and reduction of fraud and money laundering.

3.1.17 Account management and support

The Tenderer will provide a named account manager for all Participant accounts where the anticipated card turnover exceeds £10m per year.

The Tenderer will provide access for the Participant to a customer service team with the responsibility of maintaining the optimum service standards and effective running of the merchant account service provided, including responding to Participant queries that have regard to the service.

3.1.18 Transaction monitoring

The Tenderer will work with the Participant to assist in the reduction of fraudulent transactions and incidents of money laundering.

In cases where the Tenderer detects suspicious activity which may be an indicator of fraudulent activity, or money laundering, then the Tenderer will inform the Participant of this as quickly as possible.

3.1.19 Authorisations

Rates supplied are expected to be inclusive of all authorisation charges. If additional authorisation charges are to be made, then they should be clearly described here.

3.1.20 Refunds

Refund interchange costs are expected to be passed on without additional margin. If additional charges are to be made for processing refunds, then they should be clearly described here.

Provision of card processing equipment

3.1.21 Equipment overview

The Tenderer shall, as required, supply POS / MPOS equipment to enable

the processing of cardholder present card payments and refunds using both chip and pin and contactless technologies. Cardholder not present processing equipment and systems will also be required.

All hardware supplied will be compliant with the latest PCI DSS regulations at the time of supply.

3.1.22 Accessibility

The Participant shall ensure that, as far as possible, all transaction processing equipment is accessible to users with disabilities so as to provide an inclusive service.

3.1.23 Terminal options

The Participant requires that the Tenderer should be able to supply a variety of hardware solutions including:

- Fixed Terminals
- Mobile Terminals
- Bluetooth Terminals
- Contactless terminals
- Unattended terminals
- P2PE terminals

3.1.24 Connectivity

Multiple connectivity options are required, including:

- Broadband
- GPRS
- Satellite communication
- Emerging connectivity infrastructures

3.1.25 Contactless limits

The Tenderer shall ensure that all equipment supplied is adapted, free of charge and without delay, to accommodate changes in contactless transaction value thresholds.

3.1.26 Virtual terminals

Virtual terminals must be compliant with the PCI DSS and must be compatible with the Participant's voice recognition / IVR systems.

3.1.27 Training

The Participant will provide instruction manuals / training, as required, to ensure that Participant personnel are properly informed in the use of payment processing equipment and systems.

3.1.28 Supply and exchange

For an existing merchant account, new hardware should be delivered with a

lead time not exceeding 48 hours.

For a new merchant account, hardware lead times should not exceed 7 days.

Replacement of faulty hardware should be accomplished within the maximum lead times detailed above.

3.1.29 Support

The Tenderer should provide access to a telephone support service for card processing equipment. Support should be given for both technical issues and user queries.

3.1.30 RSI Minimalisation

The design of payment processing hardware will have adopted, as available and appropriate, elements intended to minimise the potential for repetitive strain injury for frequent users.

3.1.31 Ease of use

The terminals must be easy to use and have clear and easily decipherable readouts (with control totals for different card types and overall value of transactions collected).

3.1.32 Added value functions

The Participants are aware that functional capabilities in the payment processing hardware Technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of benefit provided.

3.2. Payment Gateway

3.2.1 Service overview

A payment gateway service is required as an e-commerce application service that authorises credit card payments for e-commerce and MOTO transactions.

The payment gateway will facilitate the transfer of transaction data between the Participant's payment portal (such as a website, mobile phone or interactive voice response service) and the acquiring bank.

The payment gateway will connect to the Participant's merchant acquiring service, as specified in 3.1, to enable the processing of cardholder not present transactions.

The Service described here is a "hosted" service which de-scopes transactions as far as possible from PCI DSS requirements. Tenderers

should set out the degree to which de-scoping is achieved.

3.2.2 Refunds & recurring payments

The Tenderer will ensure that the payment gateway service can process refunds and recurring payments.

3.2.3 PCI DSS

The Tenderer will ensure that, at all times, the connections between the Payer, the Tenderer and the Merchant Acquirer are secure and compliant with all the latest PCI DSS requirements.

3.2.4 Processing time

The maximum acceptable processing time per transaction is 3 seconds.

3.2.5 Compatibility

Payment gateway pages must be rendered correctly for, as a minimum:

- Apple computers, laptops, PDA's and phones
- Windows computers, laptops. PDA's and phones

3.2.6 Accessibility

As a minimum, all web based interfaces will meet WCAG 2.0 Level AA

3.2.7 Payment page customisation

All payment pages must be fully customisable with respect to:

- Copy
- Images
- Colour schemes
- Branding
- Contact details
- Logos
- Fonts

The Tenderer will facilitate customisation as required.

3.2.8 Transition

The transition from the Participant's pages to the payment gateway pages must be seamless to ensure that the user experience is consistent with the Participant's brand.

Transition must include notification that the Payer is entering a secure payment environment.

3.2.9 Alternative Payments

The Participant will incorporate emerging Alternative Payments into the service offering as soon as is practicable. The Participant will be notified

when this has been effected.

3.2.10 Tokenisation

The Tenderer should have the functionality to facilitate tokenisation of Payer data to allow for a swifter subsequent payment experience.

Card data tokenisation should also be available.

Customers should see payment options specific to their tokenised card data i.e. payment cards that they have previously used.

3.2.11 Security

The following payment security functions, or equivalent, functionality will be included in the service without premium charge. If premium charges do apply, then they should be identified and specified here.

- 3D Secure
- Velocity checks
- BIN Checks
- AVS
- CV2

3.2.12 Account updating

The Service should include an account updating function to provide an automatic update of expired cards which are held in tokenised form.

3.2.13 Pay by Link

Preferably, the Service will include advanced features such as Pay by Link where a link in an email can directly re-direct to a payment page.

3.2.14 Payment Approval Maximisation

Approval rates should be monitored. Significant fluctuations should be reported and managed in order assure highest possible card acceptance rates.

3.2.15 Anti Fraud

Fraud screening for all sales channels should be included.

3.2.16 Added value functions

The Participants are aware that functional capabilities in the Payment Gateway Technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of

benefit provided.

3.2.17 Fraud

The Tenderer will provide an appropriate range of anti-fraud tools. There should be a clear statement, for each option, to state whether it is included or if it attracts premium charges. If premium charges do apply, they should be quantified.

3.2.18 Mandatory Acceptable Card Types

Acceptance of the following card types is required as a minimum. N.B. Where there are further sub-types for a card type, acceptance of all sub-types is required. By way of example, Visa consumer gold cards must be accepted since they are a sub-card-type of Visa consumer credit cards. Similarly, acceptance of international Visa consumer cards is required.

- Visa consumer credit cards
- MasterCard consumer credit cards
- Visa consumer debit cards
- MasterCard consumer debit cards
- Visa commercial credit cards
- MasterCard commercial credit cards
- Visa commercial debit cards
- MasterCard commercial debit cards
- Visa Electron
- Maestro / Switch
- Visa charge cards
- MasterCard pre-paid cards

3.2.19 Preferred Additional Acceptable Card Types

In addition to the card types listed above, the ability to accept card types from the list below (and associated sub-types) would be preferred. Where acceptance of these payment types attracts premium charges which are in addition to those charged by the scheme in question, then these additional gateway charges should be described and quantified.

- American Express
- Diners Club International
- Wirecard
- TenPay
- Paysafecard
- Yandex
- Sofort
- Konbini
- GiroPay
- Klarna
- Ukash
- M-PAISA
- China Union Pay

- Alipay
- Skrill
- PAGA
- Paypal
- WebMoney
- Cash U
- V.me
- iDeal
- EFTPOS
- Neteller
- M-PESA
- Multi Function Cards
- Fuel Cards

3.2.20 P2PE

All Services should, as far as is possible, incorporate up to date point to point encryption technology

3.2.21 Virtual Terminal

The virtual terminal provided should included without limitation to the number of possible users and without additional charges. Any such additional charges should be specified here.

3.2.22 Management Information

Tenderers will ensure that Participants and Framework Management have secure access to any provided reporting, electronic billing and invoices via HTTPS API, SFTP and secure email, as well as by any other means as is reasonably requested.

3.2.23 Scheduled reporting

Tenderers will agree an Excel file / CSV template format, with Framework Management, by which monthly reports will be provided. Reports will detail all transaction (and other) charges made for the period.

3.2.24 Training and support

Tenderers will provide training and support such that designated Participant and Framework Management personnel can access and properly utilise the MI system, virtual terminal or other hardware or software provided by the Tenderer.

Training and support should not attract additional charges. If additional charges are to made, then they should be specified here.

3.2.25 No minimum charges

The Participant does not expect to be subject to minimum charges. If these do apply then they should be specified here.

3.3.0 Call Masking

The Service will allow customer service agents to prompt payers to enter card payment details using their telephone keypad.

The PSF recognises that, whilst a single Tenderer is desirable, the structure of the industry and the requirements imposed by PCI DSS, mean that many potential Tenderers will have to "Joint Bid" with a delivery partner for 3.3.

If a "Joint Bid" is proposed then both partners must complete the mandatory sections of this tender, and the nature of the delivery partnership proposal must be specified here.

Alternatively, Tenderers without in-house call masking / IVR capabilities can indicate here that they will work with the Selected Tenderer(s) from Lot 7.

Participants may require Call Masking but not IVR, or vice versa, or both.

3.3.1 No "disconnect"

The call masking provision of this Lot requires that the customer service agent remains present within the call for the entirety of the call and is not placed on hold while the Payer self-serves.

3.3.2 Compatibility

The Service should be compatible with, as appropriate, the main telephony platforms, diallers, operating systems, browsers, payment gateways and devices.

3.3.3 Functionality requirements

When a payment needs to be processed, the agent can initiate a secure session during which:

- The agent is not exposed to any customer payment card data.
- The customer can hear the agent at all times.
- The agent cannot hear audible DTMF tones at any point
- DTMF tones are not audible in any call recording
- DTMF tones are masked by generic sounds
- The agent's interface shows payment progress milestones reached e.g. "card data entered" or "payment successful"
- The agent can use on screen prompts to guide the customer through the process including helping to resolve issues such as incorrect data entry.
- A confirmation of payment notice can be sent to the customer. The notice will include as a minimum, reference numbers, amount and date.

3.3.4 Continuity of call

The agent should not be required to pause the call recording in order to carry out any payment related tasks.

3.3.5 Tone recording

DTMF tones from data entry should not be recorded by the system. . They should not be audible to the agent or in any call recording files.

3.3.6 EPOS integration

The Service should be configurable to obtain data from the Participant's systems, such as but not limited to, payment amount and customer/invoice reference numbers.

3.3.7 Resilience

The Service should include an automatic switch to a secondary platform in the event of any loss of service from the primary platform.

3.3.8 Scalability

The system should be built on a load-balanced environment allowing for scalability and throughput of transaction processing.

3.3.9 Multiple transactions

Agents should be able to take multiple, separate transactions during a single call.

IVR

3.3.10 Caller ID and Verification

The service must be able to handle multi-level ID and Verification of callers, using parameters including but not limited to reference number, date of birth and postcode. ID&V should be validated against data provided by the Participant.

3.3.11 Data Source

The service must be able to receive data from the Participant for the purposes of validating callers, card types, payment amounts and other criteria required by the Participant.

3.3.12 Card Validation

The service must be able to validate card types and card issuers, as required by each Participant. This includes the ability to restrict / forbid payments via specific card types or issuers.

3.3.13 Payment Amount

The service must provide varying options relative to the payment amount, based on the Participant requirement. Options should include but not be limited to:

- Free text, allowing the caller to input any payment amount
- Defined amounts pulled from a data source

- Maximum amounts
- Minimum amounts

3.3.14 Text to Speech

The service should have the ability to receive and play back information to the caller via text to speech, such as confirm reference number and payment amount.

3.3.15 Payment Outcome Reporting

The service should provide outcome reporting detailing all activity in the IVR

3.3.16 Added value functions

The Participants are aware that functional capabilities in the IVR & Call Masking Technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of benefit provided.

3.4 Scheduled Reporting

Tenderers will agree an Excel file / CSV template format, with Framework Management, by which monthly reports will be provided. Reports will detail all charges made for the period.

LOT 4: Direct Debit Bureau

4.1 Certified service provision

The Tenderer of this service should have all the appropriate certifications, registrations and compliance certificates, potentially including as required:

- Bacs Approved Bureau
- Information Commissioner registered

In addition, please list any other of the following accreditations held:

- Registered Facilities Management company
- Approved Payment Institute
- ISO: 27001

4.2 Penetration Testing

The Tenderer is expected to conduct regular penetration testing and to supply evidence of this with the tender response in the form of (at least) the summary section of the latest test report.

The Tenderer will also be expected to provide information on the frequency of penetration testing.

4.3 Encryption

Data encryption is considered to be of fundamental importance. Whilst no specific encryption system is required, Tenderers will be expected to provide details of their encryption processes and systems including as applicable but not limited to:

- Local Hosting
- Remote Hosting
- Bare Metal Hosting
- Cloud Hosting
- External Hosting Providers
- Data Centre Locations
- Encryption e.g. web based HTTPS

4.4 Electronic creation of mandates and payments

The service provided is expected to support provision for the electronic creation of Direct Debit mandates and payments.

4.5 Rest Cycles

The Service should facilitate pre-defined "rest cycle" e.g. where a payer submits a payment monthly in all months except April.

4.6 Joint Names

The Service will allow for Direct Debit processing from joint-name bank accounts with single signatory.

4.7 White Label

A white label facility is expected whereby the Participant can ensure "brand" maintenance across all customer contact points including both paper and electronic media.

The facility for the Participant to print & post white labelled letters and other notifications should be available.

4.8 Management Information Systems

The Service should include a facility to generate system reports based on combinations of the following criteria as a minimum:

- Payer
- Date range
- Reference number
- Cancellations
- Failed collections & Indemnity claims

4.9 Sign up channels

It should be possible for payers to sign up using any of the following channels:

- Post
- In person
- Telephone
- Online

4.10 Settlement time

As a minimum requirement, settlement of funds is expected on a T+4 basis where T=collection date.

Variant bids will be considered which offer quicker settlement in exchange for slightly higher charge rates as well as those which offer lower rates in exchange for extended settlement time.

All payments to Participants should be settled gross. I.e. there should be no netting off of fees.

4.11 BACS

The Tenderer will manage the submission of all DDIs and Collection files via a registered and secure Bacstel-ip server to BACS for settlement.

4.12 Notifications to the Participant

The Participant should be notified at the earliest opportunity in the event that:

- A mandate is created
- A payer cancels a mandate
- A payment fails

- Post is returned as undeliverable
- A mandate is amended
- Funds are settled into Participant's account

4.13 Payment frequencies.

As a minimum requirement, the setup of mandates for payment collections should allow for these to be specified as a day of the week e.g. every Friday, or date in the month e.g. on the 3rd day of each month.

4.14 Support

The Participant will provide appropriate support systems for both technical and operational issues. Support channels should include, as a minimum:

- Telephone help (at least 9-5, Mon-Fri)
- Email support
- Live chat (online) / access to an online support function

4.15 Training

Training will be provided at no extra cost, on a "train the trainer" basis, to enable smooth usage of software systems and operating procedures.

Online training manual and / or videos should be provided at no additional costs.

4.16 Additional Value

The council are aware that functional capabilities in the Financial Technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of benefit provided.

4.17 Modulus checking

The Participant will provide full modulus checking at point of bank account entry, to ensure immediate correction for keying errors.

4.18 Added value functions

The Participants are aware that functional capabilities in the Direct Debit Technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of

benefit provided.

4.19 Scheduled Reporting

Tenderers will agree an Excel file / CSV template format, with Framework Management, by which monthly reports will be provided. Reports will detail all transaction (and other) charges made for the period.

LOT 5: Swipe cards and Barcode Payments

5.1 Single supply

The Participant prefers a single supply for both Swipe card solutions (including the production of new and replacement cards) and barcode payments. It is understood that it may be necessary for Tenderers to sub-contract one of these elements or enter into some other delivery partnership or arrangement, however:

- Sub-contracting and other joint-delivery arrangements must be in accordance with the specific terms of this tender.
- Such arrangements must be clearly described in the tender response document.

5.2 Payment streams

The Service should include the ability to segregate multiple payment streams for individual Participants within the Participant's reference number system.

5.3 Daily Data

The Participant requires a daily electronic file to be provided or made available for download. The file should include all transaction data for the day such that a proper audit trail is maintained. The data included must include, as a minimum:

- Reference Number
- Date
- Payment amount
- PO location code

Files should be in CSV format or similar.

5.4 Management Information

A full Management Information System is required, such that the Participant can as a minimum but not limited to:

Generate regular reports using an combination of data parameters e.g. [Social Housing payments] for [Date_Range] or [Customer ref x payments] for [social housing] for [Date_Range].

Training, as required, will be provided to enable the Participant to make full and proper use of the Management Information System.

5.5 Security

The security of Participant funds is clearly paramount. All Tenderers will be required, at call-off, to provide documentary evidence that all funds are protected by the Tenderer until such time as they clear into the Participant's bank account.

5.6 Support

The Participant will provide appropriate support systems for both technical and operational issues. Support channels should include, as a minimum:

- Telephone help
- Email support
- Live chat (online)

5.7 Card Replacement

Lead time for the supply of new or replacement cards should not exceed 5 working days.

The procedure for ordering new or replacement cards should be straightforward and properly documented.

5.8 Card Production

Secure production standards are required such that data protection and security are ensured.

5.9 Implementation

A smooth transition of supply is imperative. Tenderers should provide an illustration of the transition process including typical timeframes.

5.10 Site distribution

Payments should be accepted at Post Office counters and PayPoint outlets, or equivalent.

5.11 Additional Value

The Participants are aware that functional capabilities in the Financial Technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of benefit provided.

5.12 Scheduled reporting

Tenderers will agree an Excel file / CSV template format, with Framework Management, by which monthly reports will be provided. Reports will detail all transaction (and other) charges made for the period.

5.13 Payment options

Outlets should accept, as a minimum, cash, cheques and card payments

LOT 6: Procurement Cards

Withdrawn

LOT 7: Interactive Voice Response systems (IVR) & Call Masking

There are two distinct elements within this Lot. IVR systems provide an automated service wherein the Payer is taken through the whole payment process by an automated system. Call Masking is the name given here to the system wherein a live conversation is conducted within an environment which shields the agent from hearing or being otherwise exposed to, the payer's card details.

The Participant recognises that there are many systems on the market which achieve similar results in very different ways. The following functionality description below is therefore provided as an option for achieving the required functionality. Tenderers are invited to explain any differences to their approach and to quantify the effect, if any, of the said differences:

7.0 Call Masking

The Service will allow customer service agents to prompt payers to enter card payment details using their telephone keypad.

7.1.1 No "disconnect"

The call masking provision of this Lot requires that the customer service agent remains present within the call for the entirety of the call and is not placed on hold while the Payer self-serves.

7.1.2 Compatibility

The Service should be compatible with, as appropriate, the main telephony platforms, diallers, operating systems, browsers, payment gateways and devices.

7.1.3 Functionality requirements

When a payment needs to be processed, the agent can initiate a secure session during which:

- The agent is not exposed to any customer payment card data.
- The customer can hear the agent at all times.
- The agent cannot hear audible DTMF tones at any point
- DTMF tones are not audible in any call recording
- DTMF tones are masked by generic sounds
- The agent's interface shows payment progress milestones reached e.g. "card data entered" or "payment successful"
- The agent can use on screen prompts to guide the customer through the process including helping to resolve issues such as incorrect data entry.
- A confirmation of payment notice can be sent to the customer. The notice will include as a minimum, reference numbers, amount and date.

7.1.4 Continuity of call

The agent should not be required to pause the call recording in order to carry

out any payment related tasks.

7.1.5 Tone recording

DTMF tones from data entry should not be recorded by the system. . They should not be audible to the agent or in any call recording files.

7.1.6 EPOS integration

The Service should be configurable to obtain data from the Participant's systems, such as but not limited to, payment amount and customer/invoice reference numbers.

7.1.7 Resilience

The Service should include an automatic switch to a secondary platform in the event of any loss of service from the primary platform.

7.1.8 Scalability

The system must be built on a load-balanced environment allowing for scalability and throughput of transaction processing. Please confirm if your architecture is configured for this.

7.1.9 Multiple transactions

Agents should be able to take multiple, separate transactions during a single call.

7.2.0 IVR

7.2.1 Caller ID and Verification

The service must be able to handle multi-level ID and Verification of callers, using parameters including but not limited to reference number, date of birth and postcode. ID&V should be validated against data provided by the Participant.

7.2.2 Data Source

The service must be able to receive data from the Participant for the purposes of validating callers, card types, payment amounts and other criteria required by the Participant.

7.2.3 Card Validation

The service must be able to validate card types and card issuers, as required by each Participant. This includes the ability to restrict / forbid payments via specific card types or issuers.

7.2.4 Payment Amount

The service must provide varying options relative to the payment amount, based on the Participant requirement. Options should include;

- Free text, allowing the caller to input any payment amount

- Defined amounts pulled from a data source
- Maximum amounts
- Minimum amounts

7.2.5 Text to Speech

The service should have the ability to receive and play back information to the caller via text to speech, such as confirm reference number and payment amount.

7.2.6 Payment Outcome Reporting

The service should provide outcome reporting detailing all activity in the IVR

7.2.7 Added value functions

The Participants are aware that functional capabilities in the IVR & Call Masking Technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of benefit provided.

7.3 Scheduled Reporting

Tenderers will agree an Excel file / CSV template format, with Framework Management, by which monthly reports will be provided. Reports will detail all charges made for the period.

LOT 8: Intelligent automated payment systems

Participants are keen to explore potential efficiencies that can be achieved via payment distribution FinTech.

8.0 Overview

A SAAS is sought to provide the ability to make fully automated payments to suppliers and other parties and which can effect payment to multiple parties from a single transaction.

The service should be able to allocate any percentage, or fixed amount, or combination of the two, to any number of parties in a transaction and also to automatically, or on a scheduled basis, allocate varying rates of sales tax into multiple accounts.

8.1 Multiple payment splits

The automated payments should be able to make payments to multiple Tenderers and other parties from a single transaction.

8.2 Allocation rule flexibility

The Service should enable payments to be allocated either as a percentage of value, or as a fixed amount, or as a combination of the two.

8.3 Tax splitting

The SAAS should effect the splitting of incoming revenue into multiple tax accounts at differing tax rates as required.

8.4 Product / service revenue splitting

In addition, the Service should be able to define payment distribution parameters based on product / service code.

8.5 Full automation

Participants should enable full automation of automated payment distribution for regular payments such that no manual processing requirements remain.

8.6 Dynamic splits

Where elements of due payments are variable, the automated payment distribution system should accommodate this with a dynamic split capability.

8.7 Gateway-agnostic system

The Service should be compatible with all the major payment gateways.

8.8 Non-integrated solution

The Tenderer should, where required, provide an internal digital wallet system with traditional or blockchain technology.

8.9 Scheduled Reporting

Tenderers will agree an Excel file / CSV template format, with Framework Management, by which monthly reports will be provided. Reports will detail all charges made for the period.

8.10 Management Information

A full Management Information System is required, such that the Participant can as a minimum but not limited to:

Generate regular reports using an combination of data parameters e.g. [Social Housing payments] for [Date_Range] or [Customer ref x payments] for [social housing] for [Date_Range].

Training, as required, will be provided to enable the Participant to make full and proper use of the Management Information System.

8.11 Added value functions

The Participants are aware that functional capabilities in the payment distribution technology arena are developing rapidly.

In addition to the general consideration of innovation in the Framework Questionnaire, Tenderers are invited to describe any specific service enhancements that they are able to offer which provide service levels beyond the minimum criteria specified here.

Additional value services should, as far as possible, be quantified in terms of benefit provided.

8.12 Security

The Participant will, at no point in the distribution process, require or accept fund transfers into any accounts other than as owned by the Participant or as a specified recipient. For the avoidance of doubt, this means that funds belonging to Participant will never pass through Tenderer accounts.

4.0 CALL-OFF CONTRACT CONDITIONS

Please refer to separate the call-off document

SHROPSHIRE COUNCIL

PAYMENT SERVICES FRAMEWORK

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT CONTENTS

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[Appendix1-Exempted Information](#)

THIS CONTRACT is made the day of **(INSERT DATE)** **BETWEEN SHROPSHIRE COUNCIL** of Shirehall, Abbey Foregate, Shrewsbury Shropshire (hereinafter referred to as “the Council”) of the one part and [

] whose registered office is situate at []

(hereinafter referred to as “the Contractor”) of the other part

WHEREAS:-

(1) The Contractor has agreed to provide certain services to the Council as detailed in this Contract

NOW IT IS AGREED AS FOLLOWS:-

1. Definitions

1.1 In this Contract the following words shall have the following meanings assigned to them:-

“Commencement Date” means the date of commencement of this Contract which shall be XXXXX

“Confidential Information” means the Council’s secrets or confidential information and extends to all knowledge and information relating to the Council’s business organisation finances processes specifications client’s services and technology

“the Contractors Response” means the Contractors Response to the Invitation to Tender dated XXXX

“Contract” means the agreement between The Council and the Contractor, for the supply of the Services, comprising the Specification and the terms of this Contract and any other written requirements or particulars of the Council

“Exempted Information” means any information or category of information, document, report, contract or other material containing information relevant to this Contract that has been designated by the mutual agreement of the Parties as potentially falling within an FOIA Exemption and listed from time to time as such in Schedule 2

“FOIA” means the Freedom of Information Act 2000

“FOIA Exemption”	means any applicable exemption to the FOIA including, but not limited to, confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA)
“Invitation to Tender”	means the Invitation to Tender of the Council dated
“IP”	means all intellectual property rights of whatsoever nature including (without limiting the generality of the foregoing) copyright (and rights in the nature of copyright), design rights, database rights, trade-marks, patents and patentable inventions (and the right to apply for any of the foregoing)
“Prohibited Act”	<p>means the following which constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010;</p> <p>(ii) under legislation creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council;</p> <p>or</p> <p>(iv) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
“the Payment”	means the consideration for the Services which is detailed in clause 4.1 hereto
“the Services”	means the services to be provided by the Contractor to the Council in accordance with the Specification and the terms of this Contract
“the Specification”	means the specification included in the Council’s [Invitation to Tender as responded to in the Contractors

Response / the Specification attached as Schedule 4 hereto]

“Term” means the term of this Contract commencing on the Commencement Date and terminating upon (insert date) unless extended in accordance with the provisions of this Contract

“VAT” means value added tax payable under the Value Added Tax Act 1994

1.2 A reference to any Act Statute or statutory provision shall include a reference to that Act Statute or statutory provision as amended re-enacted or replaced from time to time whether before or after the date hereof and any former Act Statute or statutory provision replaced (with or without modification) by the Act Statute or statutory provision referred to and any subordinate legislation made thereunder respectively.

1.3 References to the singular shall include the plural and vice versa, references to one gender shall include all genders. References to a “person” shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of the state, joint venture, association or partnership (wherever and however incorporated or established and whether or not being of separate legal personality)

1.4 References to a Clause, Sub-clause or Schedule are references to that Clause or Sub-clause of or Schedule to this Contract. Clause and Schedule headings are for convenience only and shall not affect the construction of this Contract

2. Term

2.1 This Contract shall commence on the Commencement Date and shall continue for the Term subject to the terms and conditions of this Contract

3. The Services

3.1 The Services shall be provided by the Contractor to the Council in accordance with the Specification for the Term.

3.2 It is intended that the Services shall be provided by the Contractor in close consultation with the Council and accordingly the Council and the Contractor shall agree during the Term the manner and timing of the provision of the Services. The Contractor shall use its reasonable endeavours to provide the Services in the manner so directed

3.3 It is a condition of the Contract that the Services shall be provided in the manner indicated in the Contractors Response and that any proposed replacement employee must be approved in writing in advance by the Council and the Council shall reserve the right to interview or review any Employee proposed by the Contractor prior to such approval.

3.4 The Contractor shall undertake not to remove or replace any employee without the prior written consent of the Council (which shall not be unreasonably withheld).

4. Payment Provisions and Default Interest

- 4.1 In consideration of the provision of the Services the Council agrees to pay the Contractor in accordance with the Pricing Schedule at Schedule 5
- 4.2 Payment will be made on a monthly basis. A detailed breakdown of the charge to include transaction volumes/values and agreed tariffs must be provided at least 14 days before the charge is due.
- 4.3 If the Council fails to pay any amount payable by it under this Contract, the Contractor shall be entitled but not obliged to charge the Council interest on the overdue amount from the due date up to the date of actual payment at the rate of two percent above the base rate for the time being of Lloyds TSB Bank plc.
- 4.4 The Council reserves the right to withhold all or part of any payment due hereunder if the Council is not for any reason satisfied with the Services to which the payment relates

5. Liability of The Council

- 5.1 Nothing in this Contract shall exclude or restrict a Party's liability for death or personal injury caused by its negligence
- 5.2 The Council shall not be liable for any economic loss including loss of profit suffered by the Contractor and arising from any breach of the obligations of the Council in the Contract
- 5.3 The Council shall not be liable to the Contractor for any indirect consequential special or punitive losses or damages including without limitation damages for loss of profits opportunity data or use
- 5.4 All property of the Contractor shall be at the sole risk of the Contractor while on premises of the Council and the Council shall not be liable for any loss or damage to such property unless this results from the willful act or default of the Council.
- 5.5 The Contractor shall indemnify the Council on demand against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement arising from provision of the Services by the Contractor of any third party's IP.

6. Notices

- 6.1 No notice served on the Council pursuant to this Contract shall be valid and effective unless it is sent by recorded delivery to the Council at the address above and marked for the attention of the Head of Procurement Services.
- 6.2 No notice served on the Contractor shall be valid and effective unless it is sent by recorded delivery to the Contractor at the registered address detailed above
- 6.3 Any notice to be served shall be deemed to have been properly serviced upon proof of posting. A correctly addressed notice shall be deemed to have been served 48 hours after it was dispatched

7. Variations

7.1 Any variations to this Contract must be made in writing and signed by the duly authorised representatives of both parties.

8. Professional Expertise

8.1 It is a condition of this Contract that the Services to be provided shall be provided by persons of sufficient expertise and in accordance with the good working practices of the relevant profession.

9. Assignment

9.1 The Contractor is prohibited from transferring or assigning directly or indirectly to any person or persons whatsoever this Contract in whole or part and are prohibited from sub-letting this Contract without the prior written consent of the Council

9.2 The Council may assign this Contract in whole or part to a statutory or public body or any successor authority or authorities of the Council

10. Termination

10.1 The Council may terminate this Contract forthwith by notice in writing if the Contractor:-

10.1.1 shall become bankrupt or have a receiving order made against them or shall present their petition in bankruptcy or shall make an arrangement with or assignment in favour of their creditors or shall agree to carry out this Contract under the committee of inspection of their creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor without the consent in writing of the Council first obtained or shall have an execution levied on their goods; or

10.1.2 have failed to comply with any terms of this Contract; or

10.1.3 are the subject of or cause the Council to be the subject of a penalty or reprimand imposed by any regulatory authority by which the Council is governed or to which its activities are subject; or

10.1.4 are in breach of any of the terms of this Contract unless in the case of a breach capable of remedy the breach is remedied by the Contractor within 21 days of receipt by the Contractor of a notice from the Council specifying the breach and requiring its remedy; or

10.1.5 are incompetent or guilty of any serious or persistent breach of its obligations hereunder; or

10.1.6 fail or refuse after written warning to carry out the Services reasonably and properly required of them hereunder

10.2 Without limitation the Council may by notice in writing immediately terminate this Contract if the Contractor (or any other person whom the Council agree shall perform the Services on behalf of the Contractor) shall:-

- 10.2.1 in the Council's reasonable opinion be incompetent or guilty of gross misconduct or any serious or persistent negligence in respect of the performance of the Services; or
- 10.3 become bankrupt or is the subject of a receiving order or enters into any composition or deed of arrangement with his creditors
- 10.4 Following termination of this Contract the Contractor (or any other person whom the Council agrees shall perform the Services on behalf of the Contractor) shall not hold himself out as being in any way connected with the Council or its business
- 10.5 The Contractor may (but not unreasonably or vexatiously) give 28-days-notice to terminate this Contract if:-
- 10.5.1 the Council have failed to make any due payment in accordance with this Contract; or
- 10.5.2 the Council or any person for whom the Council is responsible intentionally or knowingly with or obstructs the progress of the Services
- 10.6 The notice of termination shall be withdrawn if the Council within the 28-days-notice:-
- 10.6.1 makes any due payment; or
- 10.6.2 to the reasonable satisfaction of the Contractor the Council or any person for whom the Council is responsible ceases to interfere with or obstruct the progress of the Services

11. Bribery and Corruption

The Council shall be entitled to terminate this Contract forthwith and to recover from the Contractor the amount of any loss resulting from such termination if:-

11.1 The Contractor:

- (a) shall not, and shall procure that any person employed by it or who acts as an agent of the Contractor shall not in connection with this Contract commit a Prohibited Act;
- (b) warrant, represent and undertake that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.

11.2 The Contractor shall:

- (a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- (b) The Contractor shall provide such supporting evidence of compliance as the Council may reasonably request.

11.3 The Contractor shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent any Contractors Personnel from committing a Prohibited Act and shall enforce it where appropriate.

11.4 If any breach of Condition 11.1 is suspected or known, the Contractors must notify the Council immediately.

11.5 If the Contractor notifies the Council that it suspects or knows that there may be a breach of Condition 11.1, the Contractors must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for six years following the expiry or termination of this Contract.

11.6 The Council may terminate this Contract by written notice with immediate effect if the Contractors or any person acting on its behalf (in all cases whether or not acting with the Contractors knowledge) breaches Condition 11.1

11.7 Any notice of termination under Condition 11.6 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Council believes has committed the Prohibited Act; and
- (c) the date on which this Contract will terminate.

11.8 Any dispute relating to:

- (a) the interpretation of condition 11.1; or
- (b) the amount or value of any gift, consideration or commission,

shall be determined by the Council and its decision shall be final and conclusive.

11.9 Any termination under condition 11.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12. Data Protection

12.1 The Contractor shall (and shall procure that any of the Contractors Personnel involved in the provision of the agreement shall) comply with any notification requirements under the Data Protection Act 1998 and shall duly observe all obligations under that Act, which arise in connection with the Contract.

- 12.2 Notwithstanding the general obligation in condition 12.1, where the Contractor is processing Personal Data as a Data Processor for the Council, the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Act; and
- (a) provide the Council with such information as the Council may reasonably require to satisfy itself that the Contractor is complying with its obligations under the Act;
 - (b) promptly notify the Council of any breach of the security measures required to be put in place pursuant to condition 12.2; and
 - (c) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Act.
- 12.3 The provisions of this condition shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

13. No Waiver

- 13.1 No delay neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Contract

14. Insurance

- 14.1 The Contractor agrees to indemnify on demand and hold harmless the Council from and against each and every loss liability or cost (including without limitation damages and costs reasonably incurred as a result of defending or settling a claim or action or awarded or agreed to be paid in connection therewith) arising or incurred by the Council whether direct or consequential (including but without limitation any economic loss or other loss of turnover profits business or goodwill) as a result of any act or omission of the Contractor (or any other person whom the Council agrees shall perform the Services on behalf of the Contractors) relating to or in connection with the provision of the Services pursuant to this Contract
- 14.2 The Contractor undertakes to the Council and agree to take out and maintain for the duration of this Contract adequate public liability insurance cover (in a sum of not less than £5,000,000 for any one occurrence or series of occurrences arising out of any one event) in relation to the provision of the Services pursuant to this Contract with a reputable insurance company and to produce upon the Council's request a copy of the insurance policy or policies and each renewal or replacement thereof for inspection by the Council
- 14.3 The insurance cover may be reasonably increased from time to time at the reasonable request of the Head of Financial Services or Section 151 Officer.
- 14.4 The Contractors shall maintain in force professional indemnity insurance in the sum of £2,000,000 throughout the Term and shall continue to maintain the same in force for a period of 6 years following the termination hereof. This provision and Clause 14 hereof shall survive

the termination of this Contract and remain in full force and effect for 6 years following the termination hereof

- 14.5 The Contractors' insurance in respect of claims for personal injury to or the death of any person under a contract of service or apprenticeship with the Contractor and arising out of and in the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any Statutory Orders made thereunder or any amendment or re-enactment thereof
- 14.6 The Contractor shall immediately notify the Council and the Contractors' Insurers of any happening or event which may give rise to a claim demand proceeding damage costs or charge whatsoever arising out of this Contract and the Contractor shall indemnify the Council against any loss or damages whatsoever which may be suffered or incurred by the Council by the Contractors' failure to give such notification

15. Tax Liabilities

- 15.1 The Contractor shall be responsible for paying remuneration or where applicable fees and for the deduction and payment of all income tax liabilities and national insurance contributions or other similar contributions in respect of the Employee (and any other person whom the Council agree shall perform the Services on behalf of the Contractor) as required by law.
- 15.2 The Contractor hereby agrees to indemnify on demand and hold harmless the Council from and against each and every claim liability or demand made by the Inland Revenue, Contributions Agency or such other relevant authority against the Council in respect of income tax or national insurance contributions or other contributions relating to the engagement of the Contractor to provide the Services and the performance of the Services by the Contractor or the Employee (or any other person whom the Council agrees shall perform the Services on behalf of the Contractor) pursuant to this Contract

16. Records

- 16.1 At any time upon the request of the Council the Contractor shall produce all records maintained by the Contractor in relation to the Services All such records shall be transferred to the Council forthwith upon the termination of this Contract

In this clause the term "records" means all records in any medium (whether written, computer readable or otherwise) including accounts, data, documents, drawings and private notes about the Council and all copies and extracts of them made or required by the Contractor in the course of this Contract.

17. Health & Safety

- 17.1 The Contractor shall ensure that the Services comply with the requirements of the Health and Safety at Work (etc) Act 1974 the Management of Health and Safety Regulations 1992 Control of Substances Hazardous to Health (COSHH) Regulations 1988 and 1994 and the Road Traffic Act 1988 and any other Acts Regulations Order or European Directive pertaining to the health and safety of employed persons together with the Council's own health and safety policies from time to time in force as these may be updated and amended from time to time

18. Termination upon Notice

- 18.1 The Council may terminate this Contract upon giving to the Contractor no less than 1-months-notice of termination at any time during the Term.

19. Intellectual Property

- 19.1 The Contractor confirms and acknowledges that all IP including trade-marks copyright and any other rights in the Council's products together with any goodwill are and shall remain the exclusive property of the Council and that the Contractor shall not acquire any rights or interests in the Council's products including any developments or variations at any time
- 19.2 Subject to any pre-existing rights of third parties or to any pre-existing rights of the Contractor, the Contractor hereby assigns to the Council all present and future IP relating to and/or connected with the Services for the full period of such rights and any extensions or renewals of them
- 19.3 The Contractor agrees to execute any document or do any-thing required by the Council to confirm that all IP including copyright and any other rights in the product of its Services under this Contract belong to the Council

20. Confidentiality

- 20.1 The Contractor agrees that they will treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the Council's technology, technical processes, business affairs, client lists or finances or any such information relating to or being the property of any client customer supplier or other party dealing with the Council where knowledge or details of the information was received during the period of this Contract but this restriction shall cease to apply to information or public knowledge which has come into the public domain other than by reach of this clause and the Contractor shall procure that the Employee (and any other person the Council agrees shall perform the Services on behalf of the Contractor) enters into an agreement with the Council placing him under similar obligations
- 20.2 Upon termination or expiry of this Contract for whatever reason or at any time upon request of the Council the Contractor will deliver up to the Council all working papers notes or other material and copies provided to the Contractor or the Employee (or any other person whom the Council agrees shall perform the Services on behalf of the Contractor) pursuant to this Contract or prepared in pursuance of this Contract
- 20.3 The Contractor acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of this Contract, and any Schedules to this Contract, is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the Act.
- 20.4 Notwithstanding any other term of this Contract the Contractor hereby gives its consent for the Council to publish this Contract and its Schedules in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Council decides.

20.5 No public or press announcements shall be made with regard to the subject matter of this Contract unless the text of such announcement is first approved and initialed by the Council. The Contractor shall not make or authorise the making of any press release or other public statement or disclosure concerning this Contract or any transaction contemplated by it without the prior written consent of the Council.

21. Default

21.1 Should the Contractor fail to deliver the Services or any proportion thereof within the time specified in this Contract the Council shall be at liberty without prejudice to any other remedy for breach of contract to determine this Contract either wholly or to the extent of such default and to purchase services of the same or of similar description to make good

21.1.1 such default or

21.1.2 in the event of the Contract being wholly determined the Services remaining be delivered

The cost of purchasing such Services, so far as they exceed the amount which would have been payable to the Contractor for them if they had been delivered in accordance with the Contract shall be recoverable from the Contractor

22. Rights of Third Parties

22.1 The parties hereby declare that no term of this Contract is intended by the parties to confer benefit on any third party (as defined by the Contracts Rights of Third Parties Act 1999) nor is intended to be enforceable by any third party. The provisions of the said Act are excluded.

23. Human Rights

23.1 The Contractor confirms that they will perform their obligations pursuant to this Contract in all respects in conformance with the Human Rights Act 1998. The Contractor hereby indemnifies the Council from and against all losses costs expenses liabilities damages and claims arising from the failure of the Contractor or the Employee to duly perform their obligations pursuant to this clause and arising further from any act or omission of the Contractor or the Employee in respect of the non-performance of the said obligations.

24. Survival of Rights on Termination

24.1 Termination of this Contract shall not affect the rights of the parties accrued up to the date of termination.

25. Jurisdiction

25.1 This Contract shall be subject to the laws of England and to the jurisdiction of the Supreme Court of England and Wales

26. Freedom of Information

26.1 The Contractor recognises that the Council is subject to legal duties which may require the release of information under FOIA or the Environmental Information Regulations 1992 or any other applicable legislation or codes governing access to information and that the Council may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Contract in any way.

26.2 Notwithstanding anything in this Contract to the contrary including, but without limitation, the general obligation of confidentiality imposed on the Parties pursuant to Clause 20 (Confidentiality), in the event that the Council receives a request for information under the FOIA or any other applicable legislation governing access to information, the Council shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the FOIA or other applicable legislation governing access to information, save that in relation to any such information that is Exempted Information, the Council shall not:-

26.2.1 confirm or deny that the information in question is held by the Council; or

26.2.2 disclose the information requested

to the extent that in the Council's opinion (having taken into account the views of the Contractor) that exemption is or may be applicable in accordance with the relevant section of the FOIA in the circumstances.

26.3. In the event that the Council is required by the Information Commissioner to release Exempted Information (following non-disclosure pursuant to clause

26.2) the Council shall be entitled to disclose the information requested.

26.4. In the event that the Council incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure, the Contractor shall indemnify the Council.

26.5. In any event the Council shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempted Information or other information relating to this Contract under FOIA or other applicable legislation governing access to information.

26.6. The Contractor will assist the Council to enable the Council to comply with its obligations under FOIA or other applicable legislation governing access to information. In particular, it acknowledges that the Council is entitled to any and all information relating to the performance of this Contract or arising in the course of performing this Contract. In the event that the Council receives a request for information under the FOIA or any other applicable legislation governing access to information, and requires the Contractors' assistance in obtaining the information that is the subject of such request or otherwise, the Contractors will respond to any such request for assistance

from the Council at its own cost and promptly and in any event within 10 days of receiving the Council's request.

- 26.7. The provisions of this clause shall not be deemed to fetter the discretion of the Council as a public body.

27. Equal Opportunities

- 27.1 The Contractor shall ensure that its Terms and Conditions of Employment and its policies and procedures relating to employment comply with all current legislation other legal requirements and codes of practice published by all relevant recognised bodies including but not limited to:-

ACAS

The Equalities and Human Rights Commission

The Department of Communities and Local Government

The Department for Business, Enterprise and Regulatory Reform

and shall upon request furnish the Council with such evidence of compliance with the same as the Council shall specify and require

- 27.2 The Contractor shall not discriminate or permit any employee or agent of the Contractor to discriminate in any way against any person on the basis of race gender disability age religion belief or sexual orientation or in any other way prohibited by law and shall comply at all times at its own expense with any requirements made by the Council to be observed by contractors in its policies to promote equality and diversity.

- 27.3 The Contractor shall comply with the Council's policies made pursuant to the Equality Act 2010 and for the promotion of equality and diversity published from time to time and shall if required to do so produce evidence satisfactory to the Council that the performance of the contract is consistent with and in accordance with those policies

- 27.4 The Contractor shall be able to demonstrate that where appropriate (bearing in mind the nature of the Goods or Services to be provided) that those Goods or Services are accessible and delivered in a way that is appropriate to meet the needs of those people that the Goods or Services are intended to benefit

- 27.5 If required by the Council, the Contractor shall prepare and monitor a plan to deliver fair and equal access to the Goods or Services to ensure delivery of the Goods or Services in accordance with condition 27.4 above and shall make this plan available to the Council upon request. The Contractor shall make such reasonable changes to his plan as may reasonably be required by the Council to ensure compliance with condition 27.4 above. Where relevant to the contract and as agreed between the contractor and the Council, the Contractor shall also be expected to monitor the representation within its workforce and provide the Council with a breakdown of job applicants and workforce on the basis of race gender disability age religion or belief

- 27.6 The Contractor shall ensure that its staff are properly trained in respect of the matters detailed in this clause to ensure compliance with the Contractor's duties relating to equality and diversity and fair access in the Contract

Appendix 1

“Exempted Information”

In clause 26 of the Contract the term “Exempted Information” means:-

- (1) Information (including the provisions of the Contract) detailing the price or prices to be paid by the Council to the Contractor pursuant to the Contract
- (2) CVs of individuals provided as part of the procurement process
- (3) Information relating to the Contractors’ performance of the Contract
- (4) Information referred to in paragraphs (1) to (3) of this Schedule shall cease to be Exempt Information 3 years from the date of termination of this Contract

Instructions

Due to the number of Lots / Sub-lots and the wide scope of this Framework, considerable investment has been made to make the process of entering proposed charges as simple as possible.

The "Response Home" tab is the hub from which all data entry sections can be reached. Navigating from the Response Home tab is therefore the best way to ensure that you complete all required input sections. When all required rate data has been entered for a Lot, then the amber exclamation mark will be replaced by a green tick.

For each Lot, there are two input sections: Specification Compliance and Pricing Inputs.

Specification Compliance:

This section should be completed in conjunction with the "Service Specifications" file from the Tender Pack.

For each heading, please use the appropriate cell in Column D to describe the extent to which your proposed service meets or exceeds the service description in the specification document.

There is no word count limit for these answers. If you wish to begin a new paragraph within a cell, just hold down the alt key and press Enter. Answers provided will form a part of the Call Off Contracts for Participants.

Rate Inputs

Each Lot's schedule follows the same pattern i.e.

Input the rates you propose for public sector Participants according to the volume bands provided. N.b. All rates should be INCLUSIVE of Framework Management charges as detailed in the Framework Management Charges sheet (accessed via the reference section of the Response Home tab).

Select whether to apply these rates to other sectors (charities, trade associations & accountants). If not, then you will be prompted to offer separate rates (or NB for No Bid) for each of these additional sectors.

Input (if desired) rates that the participant can pass through as "indicative" to associated businesses. N.B The list of potential referrals currently stands at over 35,000 businesses. This figure is from the membership of Participating Trade Associations and Accountants and does not include potential referrals through Public Sector Participants.

Repeat this process for Eurozone participants (if desired)

Repeat for non-Eurozone EU territories (if desired)

Lots 1 & 3

Special note: These Lots cover / include the provision of Merchant Services. The Framework Management team are well aware that there is a variety of pricing preferences within the industry therefore 4 price input options are provided. Clicking the preferred Input Option button will hide all redundant rate input fields. Input Options are:

Option 1:	Interchange +	Use this option to enter "+" values (% and/or PPT) for all card types
Option 2:	Interchange +	Use this option to enter "+" values (% and/or PPT) separately for credit and debit card transactions
Option 3:	Interchange +	Use this option to enter "+" values (% and/or PPT) separately for consumer credit and debit card transactions and for commercial credit and debit card transactions
Option 4:	Blended	Use this option to provide a blended rate (% and/or PPT) separately for credit and debit card transactions. These rates should be inclusive of Interchange



Tender Response Document

UMC 012 - A FRAMEWORK FOR THE PROVISION OF PAYMENT SERVICES

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

The provision of merchant account and allied services including card acquiring and management services, POS, Direct Debit payments, payment gateway, swipe cards, IVR and Automated payment systems.

Provider's should note that although elements of this Framework are to be used and required by Shropshire Council, this Framework is open to and may be used by other organisations during the duration of the Framework.

As part of this Process it is intended to award a contract for Shropshire Council for Lot 1 and potentially for Lot 2 commencing at the start of the framework arrangement for a period of 4 years.

The Framework will be for an initial period of 4 years commencing on 8 July 2016. Tenderers may bid for one, more than one or all of the following 7 lots (please note there is no Lot 6):

LOT 1 – Merchant Accounts

A merchant account service to provide for the processing of card payments, including the provision of card processing terminals.

A service which allows the Contractor to accept credit and debit card payments as well as alternative payments. The service facilitates the secure passing of funds from a client's account to the Contractor's account.

The requirement for the provision of card processing equipment includes all physical terminals which accept the transaction data and transmit it to the merchant acquirer.

LOT 2 – Payment Gateway Service

A payment gateway service requirement for an [e-commerce application service](#) that authorises [credit card](#) payments for e-commerce and MOTO transactions.

The payment gateway facilitates the transfer of transaction data between a payment portal (such as a website, mobile phone or [interactive voice response](#) service) and the acquiring bank.

LOT 3 – Fully Managed PCI DSS Compliant Card Acceptance Service

A one-stop-shop for card payment acceptance, this service will include provision of, merchant account services, dynamic currency conversion, point-to-point-encryption terminals, payment gateway services, payment hosting, call masking and Interactive Voice Response systems (IVR).

The provision of services for this LOT is intended to de-scope the Contractor's transactions from PCI DSS regulations to the maximum extent possible, thus ensuring a

secure payment processing environment which has only minimal management requirement to obtain and maintain PCI DSS compliance.

LOT 4 - Direct Debit

A Direct Debit (DD) Bureau service where the Contractor has obtained their own Service User Number ("SUN"), but wishes to outsource the management of such a collection facility. The requirement for the provision of direct debit services includes the fulfilment of all BACS related submissions and correspondence to payers on behalf of the Participant.

The provision of services for this LOT is intended to de-scope the Participant's responsibilities from BACS regulations to the maximum extent possible, thus ensuring a secure processing environment which has only minimal management requirement to obtain and maintain BACS compliance.

LOT 5 – Swipe cards and Barcode Payments

The provision of swipe card and barcode payment acceptance systems. This lot enables Payers to make payments to the Contractor by means of the Post Office Counter network (and other networks) where a physical payment can be made using cash or cheque or other means and the payment is then assigned to an individual account by means of association with a provided barcode or swipe card. The Lot includes the supply of new and replacement swipe cards.

LOT 6 - Withdrawn

LOT 7 – Call Masking and IVR Service

A stand-alone service to remove card data from the telephone payment channel in order to improve efficiency, security and PCI DSS compliance. The Lot includes hosted voice platforms which can be used by customer service agents to take payments in the course of a telephone conversation without being exposed to the liability of hearing or seeing cardholder data. Also included is a requirement for an automated solution for un-manned payment phone lines.

LOT 8 – Automated Payment Systems

A SAAS (software as a service) providing the ability to make fully automated payments to Tenderers and other parties which can effect payment to multiple parties from a single transaction.

The service should be able to allocate any percentage, or fixed amount, or combination of the two, to any number of parties in a transaction and also to automatically, or on a scheduled basis, allocate varying rates of sales tax into multiple accounts.

NOTES

- 1: All Lots will be divided into sub-lots to reflect key pricing influencers such as volume and sector. Further sub-lots are constructed for service pass-through i.e. special rate and service offers that the Council/Participant can pass on to local/client/member businesses.
- 2: This framework will be as widely accessible as possible in order to leverage maximum interest from potential suppliers and in this regard, in addition to local and central government “merchants”, the framework will be available to:
 - Charities
 - Chambers of Commerce
 - Trade Associations
 - Accountants and Professional AdvisorsFor full details of the potential framework users please see the Contract notice published in OJEU.
- 3: The Contracting Authority reserves the right not to award a contract.
- 4: The Council will award contracts for their own requirements and also places on the Framework Agreement in accordance with this Invitation to Tender and will evaluate all responses to this Invitation to Tender in accordance with the evaluation criteria and scoring criteria detailed herein.
- 5: Any contract(s) awarded under this framework will be for a period of 4 years commencing on the 8 July 2016.
- 6: Please note that CPRAS Ltd is the designated Framework Manager. All potential liabilities arising from Framework Management functions are accepted by CPRAS Ltd. Shropshire Council accepts no liability for any matter arising from the operation of this Framework.

Instructions for the completion of this document

1. This document and Excel attachments must be completed in its entirety for the lots applied for with responses being given to all questions. If you are unsure of any section and require further clarification, please contact please email: procurement@shropshire.gov.uk quoting the contract reference **UMC 012**.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B. All information supplied must be accurate and up to date.

The Client reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.

4. Where copies of certificates and other details are requested **a copy must** accompany the electronic **copy** of your Tender Response Document.
5. **Please fully complete each question within this Tender Response document, do not refer to attached documentation**

Contents

Section	Description
A1	Form of Tender
A2	Non-Canvassing Certificate
A3	Non-Collusive Tendering Certificate
A4	Declaration of Connection with Officers or Elected Members of the Council
B	Organisation Information (for information only)
C	Grounds for Mandatory Exclusion
D	Grounds for Discretionary Exclusion
SCHEDULE 1	Technical Assessment and Security of Information
SCHEDULE 2	References
SCHEDULE 3	Specification Compliance
SCHEDULE 4	Pricing Schedule
SCHEDULE 5	Conditions of Contract Compliance Statement
SCHEDULE 6	Freedom of Information Act 2000 exempt information

Award Criteria

Tenderers will be evaluated on the answers they provide in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection) questions contained within Sections C and D and 'weighted marked' (award) questions contained in Schedules 1 and 3 and shows how each section is to be scored. Tenders that fail to pass the selection criteria questions shall be excluded from the process.

Selection Criteria - Pass/Fail Questions (Sections C and D)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however, they must still be answered in full.

Section C Grounds for Mandatory Exclusion- These are mandatory requirements and if failing all these requirements the tenderer will be excluded from the competition.

Section D Grounds for Discretionary Exclusion - If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract

Economic and Financial Standing: Responses will be analysed and evaluated by the Council and will include checks via an independent agency. If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this

section. If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

The Framework Agreement and the contracts to be awarded by Shropshire Council will be awarded on the basis of the Most Economically Advantageous Tender for each lot/sub lot. The award criteria is made up of Price (50%) and Quality (50%) which comprises technical assessment and compliance against the criteria listed in the CPRAS specification as stated in the Pricing and Compliance for each lot/sub Lot. The following table shows how each criteria is weighted against each other and the marks available.

Award Criteria- for each lot

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 50% (500 marks) For each Lot / Sub Lot		
Schedule 4	Estimated Price over the contract period will be based on the proposed tariffs applied to the indicative transaction volumes (Schedule 4 Pricing and specification compliance)	50 / 500 max marks
Quality 50% (500 marks) For each Lot / Sub Lot		
Schedule 1	Technical Assessment	10 / 100 max marks
Schedule 1 / Q 2.1	Support and innovation	2 / 20 max marks
Schedule 1 / Q 2.2	Service outcome against CPRAS specification	2 / 20 max marks
Schedule 1 / Q 2.3	Set-up and implementation	2/ 20 max marks
Schedule 1 / Q 2.4	Performance and service delivery	2 / 20 max marks
Schedule 1 / Q 2.5	Reporting	1 / 10 max marks
Schedule 1 / Q 2.6	DPA Compliance	1/ 10 max marks
Schedule 1/ Q 2.7	Data Security	Pass/fail
Schedule 3	Specification Compliance	40 / 400 max marks
Total for quality for each Lot		50% / 500 max marks
Total Price + Quality = 100% (1000 marks)		

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme and the weightings shown in the table above. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

Price Evaluation

1.1.1 The **Total Price** score is out of 500 marks and will be awarded for each Lot/ Sub Lot based on a mathematical formula taking into account the overall weighting

allocated to this particular section. In this instance, it is calculated by taking the lowest Price divided by the next lowest Price and multiplied by 100. As a result, the lowest Price for each lot will be awarded a score of 500 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality to give an overall score for each tenderer for each lot/sub Lot.

- 1.1.2 The evaluation Data Input spreadsheet forming part of the Invitation to tender documents details any sub-criteria for price and compliance and the formulae used.

Please also note carefully:

1. If any Provider scores less than 3 against any of the quality criteria the tender will no longer be considered and will be deemed to have failed the tender.
2. The tender evaluation may include the option of clarification interviews. Further details will be sent out only if required, after the submission of your tender.
3. The Council may also take up references as requested in Schedule 2 in order to confirm any of your responses within this Tender Response Document.
4. The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
5. You may be required to answer any queries on your tender and to attend formal meetings during the tender evaluation period. Additionally, the Framework Management/Council may wish to visit tenderers' premises to view the systems that may be used to deliver the service.
6. Price and Quality submissions must be completed and returned by the advertised return date. The Council reserves the right to disqualify a tender if any of these are not submitted.
7. Pass/Fail criteria such as Insurances, Business Continuity, References, Financial Information etc. must achieve a pass. Tender submissions will no longer be considered if a fail is achieved.
8. Providers are required to note the maximum word count for the Technical Assessment Quality Questions. Failure to adhere to this word count may result in submissions only being evaluated up until the point at which the word maximum is reached.
9. The Council kindly requests that Providers submit all tender documents in Arial 11pt, Black.
10. Tender submissions must be returned in the format requested. The Council reserves the right to disqualify a Provider's tender submission if it has not been submitted in the format requested.

11. Data Protection Act 1998

The Provider must ensure its staff are aware of their responsibilities under the Data Protection Act 1998 and comply with this Act. The Provider must also comply with the general requirements set out in the Data Processor Schedule document.

PLEASE UPLOAD ALL DOCUMENTS AT LEAST FOUR HOURS OR LONGER BEFORE THE CLOSING TIME.

IF A TENDER SUBMISSION IS RECEIVED LATE IT MAY NOT BE ACCEPTED.

1.1.8 Timetable

The proposed timetable for the procurement process is as set out below:

Key Tasks	To be completed by (Date and time)
Issue OJEU Notice	11 May 2016
Tender Return Date and deadline	14 June 2016 (12:00)
Evaluation of Responses	14 - 24 June 2016
(Other items e.g. Clarification meetings, interviews, presentations etc.	14 - 24 June 2016
Mandatory Standstill period	27 June 2016
Award of Framework	8 July 2016
Commencement of Framework	8 July 2016

The Council reserves the right to amend the above timetable or extend any time period.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of card management services.

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of Payment Services (specifically Lots 1 and potentially for Lot 2) at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.

Additionally if our tender is accepted onto the Framework Agreement for one or more Lot(s) / Sub Lot(s) we understand that our offer for that Lot(s)/Sub lot(s) will be open to acceptance from any of the identified potential user organisations throughout the duration of this framework arrangement. A separate individual call off contract will be formed each time a potential user organisation enters into a call off for any of the Lot/sub Lot under the framework between ourselves and that organisation subject to the Conditions of Contract for this framework.

Signed Name

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Section A
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of))	
Date	

SECTION B

1. Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

1.2 Bidding model

Please mark 'X' in the relevant box to indicate whether you are;

<p>a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself</p>	<p><input type="checkbox"/> Yes</p>
<p>b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services</p> <p>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</p>	<p><input type="checkbox"/> Yes</p>
<p>c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services</p> <p>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</p>	<p><input type="checkbox"/> Yes</p>
<p>d) Bidding as a consortium but not proposing to create a new legal entity.</p> <p>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.</p> <p>Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members</u></p> <p><u>Lead member</u></p>
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members</u></p> <p><u>Current lead member</u></p> <p><u>Name of Special Purpose Vehicle</u></p>

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

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide the registration number in this box.
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.

SECTION C

2. – Grounds for Mandatory Exclusion

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

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		

(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		

<p>(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.</p>		
<p><u>Non-payment of taxes</u> 2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions? If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		

SECTION D

3. Grounds for discretionary exclusion - Part 1

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

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

(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

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

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

Taking Account of Bidders' Past Performance

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

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

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

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

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

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

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

4. ECONOMIC AND FINANCIAL STANDING

FINANCIAL INFORMATION									
4.1	<p>Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(a) A copy of the audited accounts for the most recent two years</td> <td style="width: 20%;"></td> </tr> <tr> <td>(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td colspan="2">(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years		(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
(a) A copy of the audited accounts for the most recent two years									
(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation									
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position									
(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).									
4.2	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? <input type="checkbox"/> Yes</p> <p>If yes, please provide the name below: <input type="checkbox"/> No</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name of the organisation</td> <td style="width: 50%;"></td> </tr> <tr> <td>Relationship to the Supplier completing the Tender</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available. <input type="checkbox"/> Yes</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary? <input type="checkbox"/> No</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	Name of the organisation		Relationship to the Supplier completing the Tender					
Name of the organisation									
Relationship to the Supplier completing the Tender									

5. TECHNICAL AND PROFESSIONAL ABILITY

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

as to your technical capability in this market.			
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5.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.

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SECTION E

6 – Project specific questions to assess Technical and Professional Ability

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

Further project specific questions relating to the technical and professional ability of the supplier.

6.1 - Insurance

1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £5,000,000 Professional Indemnity Insurance = £10,000,000</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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6.2 – Compliance with equality legislation

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

		<input type="checkbox"/> No
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6.3 – Environmental Management

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

6.4 – Health & Safety

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

6.5 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of

the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below.

SCHEDULE 1 – Technical Assessment and Security of Information

1. INTRODUCTION

- 1.1 Responses to the questions in this section will be used for technical assessment and experience which together with compliance against the criteria set out in the CPRAS specification will be used to score the quality element of the tenders.
- 1.2 This will account for 20% (100 marks) of the quality score evaluation for each Lot.
- 1.3 Responses to questions will be scored in accordance with the methodology and criteria described at section 1.
- 1.4 Responses must be inserted into the text box beneath each question. Please ensure that a response is provided to all questions for each Lot tendered. Please limit the responses to each question 4.1 to 4.7 to no more than 600 words and 750 words for 4.8.

Lot 1: Merchant Services

Technical Assessment	
2.1 (20%)	<p>Please provide TWO specific examples of new products/services that are being developed (or have been developed) in partnership with other local authority clients or organisations that have similar requirements.</p> <p>Please include an explanation as to how these products/services could benefit the client.</p> <p>Please ensure that only TWO examples are provided. (if more than two examples are provided then only the first two examples will be considered for the purpose of allocating scores).</p> <p>Marks will be awarded based on how relevant the two examples are as well the potential benefits they could deliver Describe how you would apply your service model direct to the Council, giving examples of similar experience, (Maximum of 600 words)</p>
2.2 (20%)	<p>Describe and demonstrate with practical examples of similar work elsewhere how you would deliver the outcomes stated in the CPRAS Service Specification (Maximum of 600 words)</p>

<p>2.3 (20%)</p>	<p>Describe your plans to manage the setting up of your business infrastructure including ICT requirements. Please provide a copy of your Project Implementation (including mobilisation) Plan. (Maximum of 600 words)</p>	<p>Upload onto The Council Delta portal with this tender response document Referenced 2.3 Project Plan (Excel or MS Project pdf)</p>
<p>2.4 (20%)</p>	<p>Describe in detail how you will effectively manage any increase in demand and service interruptions to ensure that the quality of service is maintained. (Maximum of 600 words)</p>	
<p>2.5 (10%)</p>	<p>Describe how you will develop timely and effective performance reports in accordance with the Council's monitoring requirements and details of on-line management tools used in delivery of the service. (Maximum of 600 words)</p>	
<p>2.6 (10%)</p>	<p>Describe how you will ensure that you comply with the Data Protection Act 1998. (Maximum of 600 words)</p>	

Security of Information and Prevention of Fraud

**2.7
(Pass/
Fail)**

Tenderers are asked to demonstrate –

- a. How it takes appropriate technical and organisational measures against the unauthorised or unlawful processing of, accidental loss or destruction or damage to, Personal Data (including adequate back up procedures and disaster recovery systems) in order to comply with the seventh data protection principle; in particular data transfers.**
- b. How it stores Personal Data securely and destroys or returns it on the term end date.**
- c. How it ensures that only such of its employees who may be required to assist it in meeting its obligations to a service user shall have access to that service user’s Personal Data.**
- d. How it ensures that all employees with access to Personal Data have undergone training in the law of data protection and in the care and handling of Personal Data and have a valid current security vetting check to United Kingdom Police standards.**

(Maximum of 750 words)

Lot 2 Payment Gateway

Technical Assessment

2.1 (20%)	<p>Please provide TWO specific examples of new products/services that are being developed (or have been developed) in partnership with other local authority clients or organisations that have similar requirements.</p> <p>Please include an explanation as to how these products/services could benefit the client.</p> <p>Please ensure that only TWO examples are provided. (if more than two examples are provided then only the first two examples will be considered for the purpose of allocating scores).</p> <p>Marks will be awarded based on how relevant the two examples are as well the potential benefits they could deliver Describe how you would apply your service model direct to the Council, giving examples of similar experience, (Maximum of 600 words)</p>
2.2 (20%)	<p>Describe and demonstrate with practical examples of similar work elsewhere how you would deliver the outcomes stated in the CPRAS Service Specification (Maximum of 600 words)</p>

<p>2.3 (20%)</p>	<p>Describe your plans to manage the setting up of your business infrastructure including ICT requirements. Please provide a copy of your Project Implementation (including mobilisation) Plan. (Maximum of 600 words)</p> <p>Upload onto The Council Delta portal with this tender response document Referenced 2.3 Project Plan (Excel or MS Project pdf)</p>
<p>2.4 (20%)</p>	<p>Describe in detail how you will effectively manage any increase in demand and service interruptions to ensure that the quality of service is maintained. (Maximum of 600 words)</p>
<p>2.5 (10%)</p>	<p>Describe how you will develop timely and effective performance reports in accordance with the Council's monitoring requirements and details of on-line management tools used in delivery of the service. (Maximum of 600 words)</p>
<p>2.6 (10%)</p>	<p>Describe how you will ensure that you comply with the Data Protection Act 1998. (Maximum of 600 words)</p>

Security of Information and Prevention of Fraud

**2.7
(Pass/
Fail)**

Tenderers are asked to demonstrate –

- e. How it takes appropriate technical and organisational measures against the unauthorised or unlawful processing of, accidental loss or destruction or damage to, Personal Data (including adequate back up procedures and disaster recovery systems) in order to comply with the seventh data protection principle; in particular data transfers.**
- f. How it stores Personal Data securely and destroys or returns it on the term end date.**
- g. How it ensures that only such of its employees who may be required to assist it in meeting its obligations to a service user shall have access to that service user’s Personal Data.**
- h. How it ensures that all employees with access to Personal Data have undergone training in the law of data protection and in the care and handling of Personal Data and have a valid current security vetting check to United Kingdom Police standards.**

(Maximum of 750 words)

Lot 3: Fully Managed PCI DSS Compliant Payment Acceptance Service

Technical Assessment

Please provide TWO specific examples of new products/services that are being developed (or have been developed) in partnership with other local authority clients or organisations that have similar requirements.

Please include an explanation as to how these products/services could benefit the client.

Please ensure that only TWO examples are provided. (if more than two examples are provided then only the first two examples will be considered for the purpose of allocating scores).

Marks will be awarded based on how relevant the two examples are as well the potential benefits they could deliver Describe how you would apply your service model direct to the Council, giving examples of similar experience, (Maximum of 600 words)

**2.1
(20%)**

Describe and demonstrate with practical examples of similar work elsewhere how you would deliver the outcomes stated in the CPRAS Service Specification (Maximum of 600 words)

**2.2
(20%)**

<p>2.3 (20%)</p>	<p>Describe your plans to manage the setting up of your business infrastructure including ICT requirements. Please provide a copy of your Project Implementation (including mobilisation) Plan. (Maximum of 600 words)</p> <p>Upload onto The Council Delta portal Referenced with this tender response document 2.3 Project Plan (Excel or MS Project pdf)</p>
<p>2.4 (20%)</p>	<p>Describe in detail how you will effectively manage any increase in demand and service interruptions to ensure that the quality of service is maintained. (Maximum of 600 words)</p>
<p>2.5 (10%)</p>	<p>Describe how you will develop timely and effective performance reports in accordance with the Council's monitoring requirements and details of on-line management tools used in delivery of the service. (Maximum of 600 words)</p>
<p>2.6 (10%)</p>	<p>Describe how you will ensure that you comply with the Data Protection Act 1998. (Maximum of 600 words)</p>

Security of Information and Prevention of Fraud

**2.7
(Pass/
Fail)**

Tenderers are asked to demonstrate –

- a. How it takes appropriate technical and organisational measures against the unauthorised or unlawful processing of, accidental loss or destruction or damage to, Personal Data (including adequate back up procedures and disaster recovery systems) in order to comply with the seventh data protection principle; in particular data transfers.**
- b. How it stores Personal Data securely and destroys or returns it on the term end date.**
- c. How it ensures that only such of its employees who may be required to assist it in meeting its obligations to a service user shall have access to that service user’s Personal Data.**
- d. How it ensures that all employees with access to Personal Data have undergone training in the law of data protection and in the care and handling of Personal Data and have a valid current security vetting check to United Kingdom Police standards.**

(Maximum of 750 words)

Lot 4: Direct Debits

Technical Assessment

Please provide TWO specific examples of new products/services that are being developed (or have been developed) in partnership with other local authority clients or organisations that have similar requirements.

Please include an explanation as to how these products/services could benefit the client.

Please ensure that only TWO examples are provided. (if more than two examples are provided then only the first two examples will be considered for the purpose of allocating scores).

Marks will be awarded based on how relevant the two examples are as well the potential benefits they could deliver Describe how you would apply your service model direct to the Council, giving examples of similar experience, (Maximum of 600 words)

**2.1
(20%)**

Describe and demonstrate with practical examples of similar work elsewhere how you would deliver the outcomes stated in the CPRAS Service Specification (Maximum of 600 words)

**2.2
(20%)**

<p>2.3 (20%)</p>	<p>Describe your plans to manage the setting up of your business infrastructure including ICT requirements. Please provide a copy of your Project Implementation (including mobilisation) Plan. (Maximum of 600 words)</p> <p>Upload onto The Council Delta portal Referenced with this tender response document 2.3 Project Plan (Excel or MS Project pdf)</p>
<p>2.4 (20%)</p>	<p>Describe in detail how you will effectively manage any increase in demand and service interruptions to ensure that the quality of service is maintained. (Maximum of 600 words)</p>
<p>2.5 (10%)</p>	<p>Describe how you will develop timely and effective performance reports in accordance with the Council's monitoring requirements and details of on-line management tools used in delivery of the service. (Maximum of 600 words)</p>
<p>2.6 (10%)</p>	<p>Describe how you will ensure that you comply with the Data Protection Act 1998. (Maximum of 600 words)</p>

Security of Information and Prevention of Fraud

**2.7
(Pass/
Fail)**

Tenderers are asked to demonstrate –

- a. How it takes appropriate technical and organisational measures against the unauthorised or unlawful processing of, accidental loss or destruction or damage to, Personal Data (including adequate back up procedures and disaster recovery systems) in order to comply with the seventh data protection principle; in particular data transfers.**
- b. How it stores Personal Data securely and destroys or returns it on the term end date.**
- c. How it ensures that only such of its employees who may be required to assist it in meeting its obligations to a service user shall have access to that service user’s Personal Data.**
- d. How it ensures that all employees with access to Personal Data have undergone training in the law of data protection and in the care and handling of Personal Data and have a valid current security vetting check to United Kingdom Police standards.**

(Maximum of 750 words)

Lot 5: Swipe Cards

Technical Assessment

2.1 (20%)	<p>Please provide TWO specific examples of new products/services that are being developed (or have been developed) in partnership with other local authority clients or organisations that have similar requirements.</p> <p>Please include an explanation as to how these products/services could benefit the client.</p> <p>Please ensure that only TWO examples are provided. (if more than two examples are provided then only the first two examples will be considered for the purpose of allocating scores).</p> <p>Marks will be awarded based on how relevant the two examples are as well the potential benefits they could deliver Describe how you would apply your service model direct to the Council, giving examples of similar experience, (Maximum of 600 words)</p>
2.2 (20%)	<p>Describe and demonstrate with practical examples of similar work elsewhere how you would deliver the outcomes stated in the CPRAS Service Specification (Maximum of 600 words)</p>

<p>2.3 (20%)</p>	<p>Describe your plans to manage the setting up of your business infrastructure including ICT requirements. Please provide a copy of your Project Implementation (including mobilisation) Plan. (Maximum of 600 words)</p> <p>Upload onto The Council Delta portal Referenced 2.3 Project Plan (Excel or MS Project pdf)</p>
<p>2.4 (20%)</p>	<p>Describe in detail how you will effectively manage any increase in demand and service interruptions to ensure that the quality of service is maintained. (Maximum of 600 words)</p>
<p>2.5 (10%)</p>	<p>Describe how you will develop timely and effective performance reports in accordance with the Council's monitoring requirements and details of on-line management tools used in delivery of the service. (Maximum of 600 words)</p>
<p>2.6 (10%)</p>	<p>Describe how you will ensure that you comply with the Data Protection Act 1998. (Maximum of 600 words)</p>

Security of Information and Prevention of Fraud

2.7 (Pass/ Fail)	<p>Tenderers are asked to demonstrate –</p> <ul style="list-style-type: none">a. How it takes appropriate technical and organisational measures against the unauthorised or unlawful processing of, accidental loss or destruction or damage to, Personal Data (including adequate back up procedures and disaster recovery systems) in order to comply with the seventh data protection principle; in particular data transfers.b. How it stores Personal Data securely and destroys or returns it on the term end date.c. How it ensures that only such of its employees who may be required to assist it in meeting its obligations to a service user shall have access to that service user’s Personal Data.d. How it ensures that all employees with access to Personal Data have undergone training in the law of data protection and in the care and handling of Personal Data and have a valid current security vetting check to United Kingdom Police standards. <p>(Maximum of 750 words)</p>
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Lot 6: Withdrawn

Lot 7: Call Masking & IVR

Technical Assessment	
2.1 (20%)	<p>Please provide TWO specific examples of new products/services that are being developed (or have been developed) in partnership with other local authority clients or organisations that have similar requirements.</p> <p>Please include an explanation as to how these products/services could benefit the client.</p> <p>Please ensure that only TWO examples are provided. (if more than two examples are provided then only the first two examples will be considered for the purpose of allocating scores).</p> <p>Marks will be awarded based on how relevant the two examples are as well the potential benefits they could deliver Describe how you would apply your service model direct to the Council, giving examples of similar experience, (Maximum of 600 words)</p>
2.2 (20%)	<p>Describe and demonstrate with practical examples of similar work elsewhere how you would deliver the outcomes stated in the CPRAS Service Specification (Maximum of 600 words)</p>

2.3 (20%)	<p>Describe your plans to manage the setting up of your business infrastructure including ICT requirements. Please provide a copy of your Project Implementation (including mobilisation) Plan. (Maximum of 600 words)</p> <p>Upload onto The Council Delta portal Referenced 2.3 Project Plan (Excel or MS Project pdf)</p>
2.4 (20%)	<p>Describe in detail how you will effectively manage any increase in demand and service interruptions to ensure that the quality of service is maintained. (Maximum of 600 words)</p>
2.5 (10%)	<p>Describe how you will develop timely and effective performance reports in accordance with the Council’s monitoring requirements and details of on-line management tools used in delivery of the service. (Maximum of 600 words)</p>
2.6 (10%)	<p>Describe how you will ensure that you comply with the Data Protection Act 1998. (Maximum of 600 words)</p>

Security of Information and Prevention of Fraud

**2.7
(Pass/
Fail)**

Tenderers are asked to demonstrate –

- a. How it takes appropriate technical and organisational measures against the unauthorised or unlawful processing of, accidental loss or destruction or damage to, Personal Data (including adequate back up procedures and disaster recovery systems) in order to comply with the seventh data protection principle; in particular data transfers.**
- b. How it stores Personal Data securely and destroys or returns it on the term end date.**
- c. How it ensures that only such of its employees who may be required to assist it in meeting its obligations to a service user shall have access to that service user’s Personal Data.**
- d. How it ensures that all employees with access to Personal Data have undergone training in the law of data protection and in the care and handling of Personal Data and have a valid current security vetting check to United Kingdom Police standards.**

(Maximum of 750 words)

Lot 8: Automated Payment Systems

Technical Assessment

2.1 (20%)	<p>Please provide TWO specific examples of new products/services that are being developed (or have been developed) in partnership with other local authority clients or organisations that have similar requirements.</p> <p>Please include an explanation as to how these products/services could benefit the client.</p> <p>Please ensure that only TWO examples are provided. (if more than two examples are provided then only the first two examples will be considered for the purpose of allocating scores).</p> <p>Marks will be awarded based on how relevant the two examples are as well the potential benefits they could deliver Describe how you would apply your service model direct to the Council, giving examples of similar experience, (Maximum of 600 words)</p>
2.2 (20%)	<p>Describe and demonstrate with practical examples of similar work elsewhere how you would deliver the outcomes stated in the CPRAS Service Specification (Maximum of 600 words)</p>

<p>2.3 (20%)</p>	<p>Describe your plans to manage the setting up of your business infrastructure including ICT requirements. Please provide a copy of your Project Implementation (including mobilisation) Plan. (Maximum of 600 words)</p> <p>Upload onto The Council Delta portal Referenced 2.3 Project Plan (Excel or MS Project pdf)</p>
<p>2.4 (20%)</p>	<p>Describe in detail how you will effectively manage any increase in demand and service interruptions to ensure that the quality of service is maintained. (Maximum of 600 words)</p>
<p>2.5 (10%)</p>	<p>Describe how you will develop timely and effective performance reports in accordance with the Council's monitoring requirements and details of on-line management tools used in delivery of the service. (Maximum of 600 words)</p>
<p>2.6 (10%)</p>	<p>Describe how you will ensure that you comply with the Data Protection Act 1998. (Maximum of 600 words)</p>

Security of Information and Prevention of Fraud

2.7 (Pass/ Fail)	<p>Tenderers are asked to demonstrate –</p> <ul style="list-style-type: none">a. How it takes appropriate technical and organisational measures against the unauthorised or unlawful processing of, accidental loss or destruction or damage to, Personal Data (including adequate back up procedures and disaster recovery systems) in order to comply with the seventh data protection principle; in particular data transfers.b. How it stores Personal Data securely and destroys or returns it on the term end date.c. How it ensures that only such of its employees who may be required to assist it in meeting its obligations to a service user shall have access to that service user’s Personal Data.d. How it ensures that all employees with access to Personal Data have undergone training in the law of data protection and in the care and handling of Personal Data and have a valid current security vetting check to United Kingdom Police standards. <p>(Maximum of 750 words)</p>
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SCHEDULE 2 – References

<p>Please provide details of three current contracts, where you provide services similar to those required by the Council.</p> <p>Failure to provide three references without a satisfactory explanation (see below) may result in your submission being rejected.</p>				
		Contract 1	Contract 2	Contract 3
1.	Customer Organisation (name):			
2.	Customer contact name, phone number and email			
3.	Contract start date			
4.	Brief description of one of the above contracts (max 400 words) including evidence as to your technical capability in this market.			
<p>If you cannot provide three references, please briefly explain why (100 words max) Response:-</p>				
<p>In the last three years, have you had any contracts:</p> <ul style="list-style-type: none"> i. That have incurred contract penalties, default notices or payment of liquidated damages? ii. Terminated by the client earlier than originally intended due to poor 				
<p>Response:-</p>				

SCHEDULE 3 – Specification Compliance

The Excel file attached provides Pricing Schedules and Specification Compliance for all 7 active Lots.

Each Lot's schedule follows the same pattern i.e. for price:

1. Input the rates you propose for public sector Participants according to the volume bands provided.
2. Select whether to apply these rates to other sectors (charities, trade associations & accountants). If not, then you will be prompted to offer separate rates (or No Bid) for each of these additional sectors.
3. Input (if desired) rates that the participant can pass through as "indicative" to associated businesses.
4. Repeat this process for Eurozone participants (if desired)
5. Repeat for non-Eurozone EU territories (if desired)

For Specification compliance:

1. Input compliance status with each specification heading for each lot Y/N
2. Provide comments for each specification heading regarding the extent to which you do/do not comply with the specification

Potential participants wishing to access the Framework services will provide their transaction details in order that Framework Management can assess their banding and consequent sub-lot..

SCHEDULE 4 - Pricing Schedule

The Excel file attached provides Pricing Schedules for all 7 active Lots.

Each Lot's schedule follows the same pattern i.e.

1. Input the rates you propose for public sector Participants according to the volume bands provided.
2. Select whether to apply these rates to other sectors (charities, trade associations & accountants). If not, then you will be prompted to offer separate rates (or No Bid) for each of these additional sectors.
3. Input (if desired) rates that the participant can pass through as "indicative" to associated businesses.
4. Repeat this process for Eurozone participants (if desired)
5. Repeat for non-Eurozone EU territories (if desired)

Potential participants wishing to access the Framework services will provide their transaction details in order that Framework Management can assess their banding and consequent sub-lot. .

SCHEDULE 5 – Conditions of Contract Compliance Statement

Clause	Subject	Compliant		If no, state why and propose alternative. (Use additional sheet(s) if necessary)
		Yes	No	
1	Definitions			
2	Term			
3	The Services			
4	Payment Provisions & Default Interest			
5	Liability of The Council			
6	Notices			
7	Variations			
8	Professional Expertise			
9	Assignment			
10	Termination			
11	Bribery and Corruption			
12	Data Protection			
13	No Waiver			
14	Insurance			
15	Tax Liabilities			
16	Records			
17	Health and Safety			

Clause	Subject	Compliant		If no, state why and propose alternative. (Use additional sheet(s) if necessary)
18	Termination upon Notice			
19	Intellectual Property			
20	Confidentiality			
21	Default			
22	Rights of Third Parties			
23	Human Rights			
24	Survival of Rights on Termination			
25	Jurisdiction			
26	Freedom of Information			
27	Equal Opportunities			

NB Significantly non-compliant bids may be rejected.

SCHEDULE 6 : FREEDOM OF INFORMATION ACT 2000

GUIDANCE TO TENDERERS ON FREEDOM OF INFORMATION ACT 2000: ACCESS TO INFORMATION ABOUT OR ARISING UNDER CONTRACTS

7.2 Introduction

7.1.1 All information relating to any tender made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance, will be covered by the Freedom of Information Act 2000 (the Act) from January 2005. The Council will be under a legal obligation to disclose such information if requested unless an exemption applies. The legal obligations to respond to a request for information falls on the Council. The Council must determine whether an exemption applies to information and whether the request should be refused. The Council may also be subject to disclosure obligations under other legislation or codes of practice. This Guidance sets out the approach of the Council to the disclosure of information about contracts.

7.2 General rules on disclosure

7.2.1 The Council has determined that, in the absence of special circumstances:-

- The Invitation to Tender (ITT) will always be available under the Act to those who enquire.
- Responses to tenders (apart from price information and commercially sensitive information – see below) will be held in confidence at least until award of the contract.
- Broad cost information will generally be available after award of contract under the Act to those who enquire.
- Information obtained from suppliers in responses to tenders and not generally available (future product information, research plans, financial details) will be held in confidence until no longer sensitive.
- Detailed tender prices will be held in confidence until no longer sensitive.

7.2.2 Tenderers must therefore inform the Council, on the enclosed Schedule of Reserved Information, of such other information which it regards as being eligible for exemption from disclosure by the Council under the Act. The reasons for all such exemptions must be fully justified against the relevant section of the Act.

7.3 Reserved Information

7.3.1 The Act specifies a number of different grounds for exemption. Most of these are not considered to be relevant to a tendering process or subsequent award of contract. Those which are most likely to be relevant are:-

- The information constitutes a trade secret (section 43(1))
- Disclosure would prejudice the commercial interest of any person (including the Council) (section 43(2))

- Disclosure would constitute an actionable breach of confidence (section 41(1))
- Personal data or information relating to the private life of any individual which is appropriate for protection (section 40)

7.3.2 If the Council agrees that information nominated by the successful tenderer may be legitimately classified as “reserved”, the Schedule of Reserved Information will form an integral part of the contract. The Schedule will list the class or category of information or the information itself and specify which exemptions under the Act apply to each specified class, category or specific information. The schedule shall indicate when it is likely that the information can be made available under the Act or if the information is unlikely ever to be made so available. Where such information is exempt under the rules governing commercial matters, (section 43(2)), then unless special circumstances apply, it will not be withheld under the Act for more than three years after completion/expiry of the contract.

7.3.3 Information relating to the overall value, performance or completion of the contract, contract records and administration will not generally be accepted as reserved information. The Council may however withhold access to such information under the Act in appropriate cases. The decision whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult the contractor.

7.3.4 The Council will automatically make information available under the Act from 3 years after completion/expiry of the contract, in the absence of specific agreement to the contrary. In the event that the Council receives a request for such information before the expiry of the 3 year period which it considers it may be appropriate to provide it will, wherever possible, notify the tenderer and take into consideration any representations made by the tenderer within 7 days of receipt of the notice by the tenderer.

7.4 Handling requests for information and notice to those affected

7.4.1 Other than as set out above the Council shall have no obligation to consult the contractor where any request for information, whether under the Act or otherwise, touches or concerns the contract.

7.5 Information about the provision of the service which is the subject of the contract which arises in the course of performance of the contract

7.5.1 The Council will have obligations to respond to the Act and other requests for information and the contract will include appropriate terms requiring the contractor to supply such information as requested by the Council.

Any enquiries about this policy and its application should be addressed to the Council

DATE: March 2016

**PAYMENT SERVICES
INVITATION TO TENDER**

**Schedule 7:
Freedom of Information Act Schedule of Reserved Information**

Reserved Information	When available for disclosure	Relevant Section of Act	Reason
Tender responses (excl sensitive tender information)	After award of contract	Section 43(2) and/or section 36	Commercial confidentiality and prejudice to the effective conduct of public affairs.
Sensitive tender information received from bidder (e.g. price information)	When no longer sensitive	Section 43(2) and/or section 36 (EIR regulation 12(5))	Sensitive information should not be released. Commercial confidentiality and prejudice to the effective conduct of public affairs.
Information obtained from suppliers and not generally available (future product information, research plans, financial details)	When no longer sensitive	Section 41 (EIR regulation 12(5))	The information will generally have been specifically requested by the authority and supplied with a reasonable expectation it will not be made public. Otherwise, companies may refuse to divulge the information, to the probable detriment of the public interest.
Price breakdown/information	When no longer sensitive	Section 43(2) (EIR regulation 12(5))	
CV's and reference site information	Until exemption does not apply	Section 40 and/or 41 (EIR regulation 12(5) and/or regulation 13)	Personal information or information supplied to the bidder in confidence
Information relating to contract negotiation	When no longer sensitive	Section 43(2) and/or section 36	

DATE: March 2016

**PAYMENT SERVICES
INVITATION TO TENDER**

I have read the accompanying "Guidance to Tenderers on Freedom of Information Act 2000: Access to information about or arising under contracts". The above table has been completed in accordance with these guidelines and I have reasonably designated this information as confidential. I understand that the Council will not accept a blanket disclaimer

Name

Job Title.....

Organisation.....

Signed.....

Date.....



personal & commercial info

Allpay Limited
Whitestone Business Park
Whitestone
Hereford
HR1 3SE

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 18th July 2016



Dear Sirs

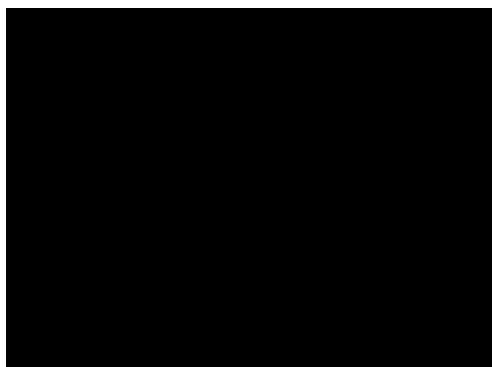
**UMC 012 – PAYMENT SERVICES FRAMEWORK
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your tender to form part of the above framework arrangements for the following lots:-

Lot 4 – Direct Debits for the following sub lots only:-



However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations, this period will end at midnight on 28th July 2016.

commercial & personal info

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

Please see attached spreadsheet summary of your scores and ranking for each of the lots you submitted a tender for.

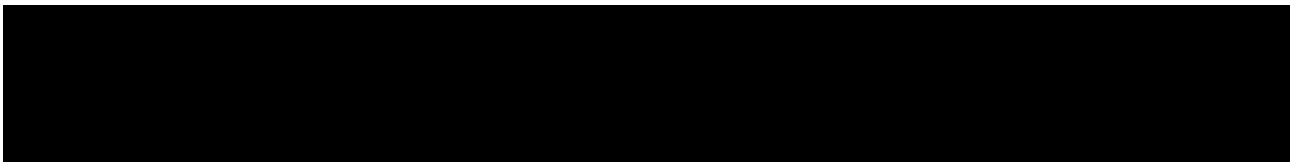
The other Lot 4 sub lots were awarded to the following bidders:-

Lot 4 – Direct Debits sub lots:-



We will be in touch with you again at the end of the standstill period.

Yours faithfully





personal info

Allpay Limited
Whitestone Business Park
Whitestone
Hereford
HR1 3SE

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 8th July 2016



Dear Sirs

**UMC 012 – PAYMENT SERVICES FRAMEWORK
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your tender to form part of the above framework arrangements for the following lots:-

Lot 3 - Fully Managed PCI DSS Compliant Payment Acceptance Service

Lot 5 – Swipe Card and Barcode Payments

Lot 7 – Call Masking and IVR

Please note the evaluation of Lot 4 has not yet been finalised and we will return to you with confirmation in relation to the same as soon as it is complete.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations, this period will end at midnight on 18th July 2016.

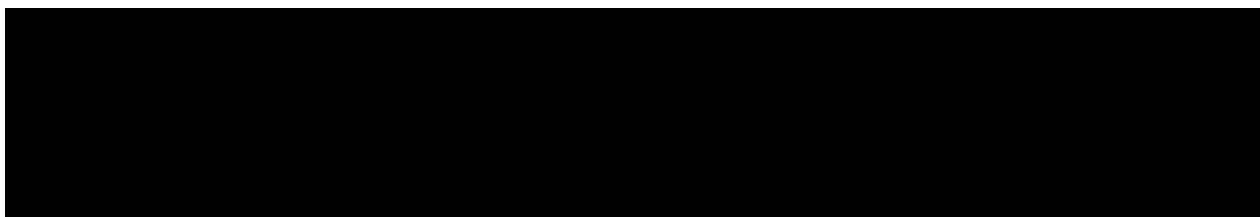
Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

Please see attached spreadsheet summary of your scores and ranking for each of the lots you submitted a tender for.

personal info

We will be in touch with you again at the end of the standstill period.

Yours faithfully





personal & commercial info

Fundtech FSC Ltd,
Llys Helyg,
Ffordd y Llyn,
Parc Menai,
Bangor
Gwynedd
LL57 4EZ

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 18th July 2016



Dear Sirs

**UMC 012 – PAYMENT SERVICES FRAMEWORK
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT AND PARENT COMPANY GUARANTEE

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your tender to form part of the above framework arrangements for the following lots:-

Lot 4 – Direct Debits for the following sub lots only:-



However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations, this period will end at midnight on 28th July 2016.

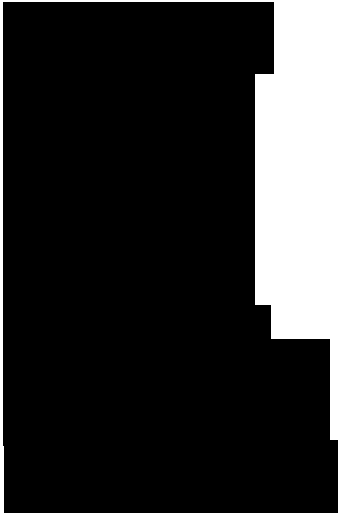
Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process and you providing a satisfactory parent company guarantee, the Council aims to conclude the award after the expiry of the standstill period.

Please see attached spreadsheet summary of your scores and ranking for each of the lots you submitted a tender for.

commercial & personal info

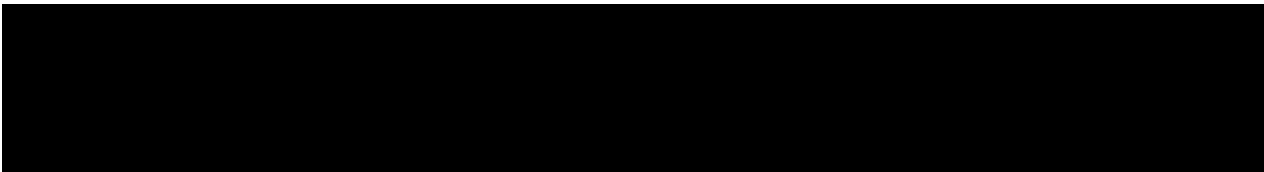
The other Lot 4 sub lots were awarded to the following bidders:-

Lot 4 – Direct Debits sub lots:-



We will be in touch with you again at the end of the standstill period.

Yours faithfully





personal info

Cardnet Merchant Services
Phoenix House
Christopher Martin Road
Basildon
Essex
SS14 3EZ

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 8th July 2016



Dear Sirs

**UMC 012 – PAYMENT SERVICES FRAMEWORK
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your tender to form part of the above framework arrangements for the following lot:-

Lot 1 – Merchant Services

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations, this period will end at midnight on 18th July 2016.

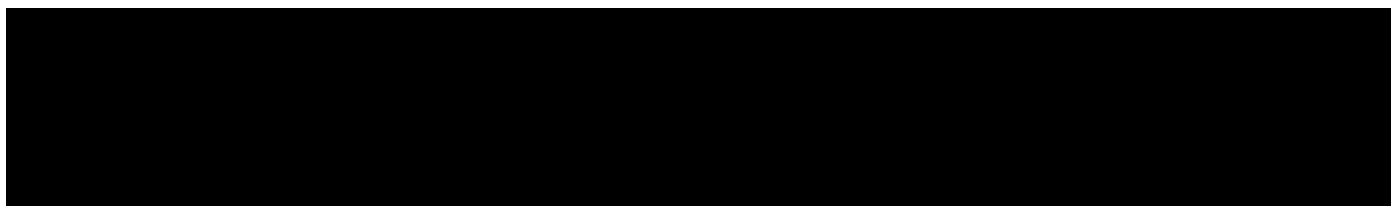
Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

Please see attached spreadsheet summary of your scores and ranking for the lot you submitted a tender for.

We will be in touch with you again at the end of the standstill period.

personal info

Yours faithfully





personal & commercial info

SlimPay S.A.
12 Rue Godot de Mauroy
75009 Paris
France

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 18th July 2016

[REDACTED]

Dear Sirs

**UMC 012 – PAYMENT SERVICES FRAMEWORK
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your tender to form part of the above framework arrangements for the following lots:-

Lot 4 – Direct Debits for the following sub lots only:-

[REDACTED]

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations, this period will end at midnight on 28th July 2016.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

Please see attached spreadsheet summary of your scores and ranking for each of the lots you submitted a tender for.

commercial & personal info

The other Lot 4 sub lots were awarded to the following bidders:-

Lot 4 – Direct Debits sub lots:-



We will be in touch with you again at the end of the standstill period.

Yours faithfully

