



South
Staffordshire
College

**South Staffordshire College
Invitation To Tender
for the
Supply of HR and Payroll Solution**

Date of Issue: 16th December 2025

Our Reference Number SSC25-01

Contents

1.INTRODUCTION	4
2. OVERVIEW OF THE AUTHORITY REQUIREMENT	4
3. CONTRACT DURATION.....	5
4. LOTTING	5
5. THE PROCUREMENT TIMETABLE.....	5
6. CONDITIONS OF TENDER.....	6
7. COMPLETION AND SUBMISSION OF TENDERS	8
8. PRICING.....	9
9. REQUEST FOR CLARIFICATION	10
10. THE ASSESSMENT PROCESS AND AWARD CRITERIA	11
11. CONFIDENTIALITY	12
12. FREEDOM OF INFORMATION	13
13. NON COLLUSION, NON CANVASSING.....	13
14. CONFLICTS OF INTEREST	14
15. CONFLICT ASSESSMENT	14
16. INTELLECTUAL PROPERTY	15
17. ANTI-COMPETITIVE BEHAVIOUR.....	15
18. CONTRACT MANAGEMENT.....	15
Service Availability.....	16
Service Performance and Reporting.....	16
Incident Severity Levels and Response Times	16
Service Credits.....	17
19. CONSULTANCY	17
20. DELIVERABLES	17
21. CHARGES	17
22. PAYMENT	18
23.INDEMNITY	18
24. LIMITATION OF LIABILITY	19
25. CONTRACT	20
26. INSURANCE.....	20
27. TERMINATION	21
28. DISPUTE RESOLUTION	23
29. NOTICES.....	23
30. GENERAL	24

APPENDIX A1: STAGE 1 PROCUREMENT SPECIFIC QUESTIONNAIRE TENDER RESPONSE DOCUMENT	26
APPENDIX A2: STAGE 2 METHOD STATEMENTS TENDER RESPONSE DOCUMENT	27
APPENDIX B: SPECIFICATION	28
APPENDIX C: SERVICE LEVEL AGREEMENT (SLA).....	29
APPENDIX D: CONTRACT TERMS	30
APPENDIX E: GLOSSARY	31
APPENDIX F: FORM OF TENDER.....	33
APPENDIX G: PRICING	34
APPENDIX H: COMMERCIALLY SENSITIVE INFORMATION	35
APPENDIX I: CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING	36
APPENDIX J: CLARIFICATION QUESTION TEMPLATE	37
APPENDIX K: TENDER SCORING METHODOLOGY	38

1. INTRODUCTION

- 1.1 South Staffordshire College (The Authority) is a further education corporation established on 1st August 2008 under the Further and Higher Education Act 1992. The Authority is an exempt charity for the purposes of part 3 of the Charities Act 2011. Note that we do NOT have a company registration number nor a Charity registration number. We have four (4) campuses in; Rodbaston, Cannock, Lichfield, and Tamworth. We offer a range of Further Education and Higher Education courses, encompassing 10,000 learners.
- 1.2 In November 2022, the Further Education Sector was reclassified into the public sector and is now in scope of government regulations on the use of funding and resources. The Authority falls within the definition of a School under the Procurement Act 2023.
- 1.3 Our students come first. Our core purpose is to transform people's lives. The Authority aligns our priorities to national, regional, and local needs through continual review of policy and priorities from central Government, the Department for Education, OfQual, our local authorities and Councils, local skills improvement plans and stakeholder feedback.
- 1.4 The Authority has a dynamic plan and accountability statement that can be downloaded at: www.southstaffs.ac.uk/wp-content/uploads/2024/06/Vision-2030-Our-Dynamic-Plan-and-Accountability-Statement-2024-2025.pdf. Our strategic objectives have been carefully considered by our Board and embedded within our Authority strategies, procedures, and Key Performance Indicators (KPIs). They are collectively known as the 4 Ps:

Participation: Be the first choice college by meeting the needs of local and regional priorities.

Provision: Deliver demand led, well sequenced, high quality vocational, technical, and professional skills in collaboration with others that lead to sustainable careers and employment.

People: High staff engagement through reward/recognition, development, and health/wellbeing interventions.

Prosperity: Remain a financially robust, sustainable, and resilient organisation that can continue to develop and invest in its facilities, infrastructure, and workforce.

Sourcing is captured as a key ambition in the **Prosperity** aim to use our financial strength to invest in excellent facilities and resources to support the development of skills, namely to:

“Procure our goods and services efficiently and effectively, and where possible, locally. Ensure that suppliers recognise the Authority as a good customer.”

“Plan to become a carbon neutral organisation including energy, waste, building maintenance, vehicles and purchasing.”

2. OVERVIEW OF THE AUTHORITY REQUIREMENT

- 2.1 This Invitation to Tender was prepared to assist Tenderers in deciding whether to submit an Offer. This document should be read in conjunction with the Tender Notice and all other associated documents provided to applicants. It contains procedural requirements which

Tenderers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Tenderer from the Procurement at the Authority's sole discretion. Tenderers are strongly encouraged to read this document before preparing their Offer as it will form part of the Contract between the Authority and the successful Tenderer.

- 2.2 The scope of the Contract includes but is not limited to the following: HR and Payroll Software Solution. The Contractor must take a proactive approach to their role and have robust business processes, (including but not limited to, project and account management arrangements and clear mobilisation and communication plans) and Data Protection/Data Processing policies in place. The Contractor (where applicable) will work co-operatively with any incumbent to affect a systematic, planned and robust transfer which ensures business continuity.
- 2.3 All activities under the Contract on behalf of the Authority must be carried out by appropriately trained, qualified and experienced staff. The calibre of staff (carrying out business as usual contract/relationship management) is of prime importance to the Authority in that it ensures the quality of the Service, adherence to lead times and the prompt resolution of issues/complaints.
- 2.4 The Contractor must appoint a dedicated single point of contact and deputy, for the duration of the Contract. These individuals must be familiar with the Authority requirements and be fully supported by a customer service team and provided to the Authority free of charge.
- 2.5 Management information is key to monitoring the success of the Contract. This must be provided free of charge in an electronic format, (ideally web based) for the Authority to view, manipulate and download the data as required.
- 2.6 Tenderers must indicate if any of the Services are to be sub-contracted to a third party and state the sub-contractor(s) that the Tenderer is proposing to use. The Authority shall have the right to require that the Tenderer provides further commercial and technical details related to the sub-contractor(s) at the discretion of the Authority, and the Tenderer shall be obliged to provide such details as may be requested prior to the commencement of the Contract.

3. CONTRACT DURATION

- 3.1 The Term of the Contract shall be for a period of three (3) years with an Optional Extension of up to twelve (12) months and a final optional extension of up to twelve (12) months.

4. LOTTING

- 4.1 The Contract is not split into lots as the need to coordinate the different contractors for the lots could seriously risk undermining the proper execution of the Contract.

5. THE PROCUREMENT TIMETABLE

- 5.1 The Authority is administering the Procurement in accordance with the provisions of the Procurement Regulations 2024, Open Procedure.
- 5.2 The indicative timetable for the Procurement is set out in the following table:

Date	Stage
16/12/2026	Tender Notice published on Find a Tender
19/12/2026 – 04/01/2026	College Closure
12/01/2026 12:00	Closing date and time for Clarification Questions
26/01/2026 12:00	Closing date and time for Offer Submission
26/01/2026 – 13/02/2026	Offer Evaluation Period
23/02/2026 – 06/03/2026	Shortlisted Supplier Demonstrations
09/03/2026 – 27/03/2026	Final Offer Evaluation Period
27/03/2026	Assessment Summary and Contract Award Notice
27/03/2026	Mandatory standstill period of 8 working days.
20/04/2026	Contract Award
19/05/2026	Contract Details Notice published

- 5.3. The dates detailed above are provisional and may be subject to change. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT).

6. CONDITIONS OF TENDER

- 6.1 The Tenderers accept that by submitting an Offer, (in the event the Offer is accepted), they are accepting that the Terms and Conditions of the Invitation to Tender are in all circumstances fair and reasonable in all respects. The Authority reserves the right at any time:
- to not bind itself to accept the lowest or any Tender and reserves the right to cancel the Procurement at any stage in accordance with the Act (as amended or replaced from time to time) and not award a Contract.
 - in its absolute discretion, to amend the Invitation to Tender and Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the closing date and time for Offer submission prior to the closing date for Offer submission will be communicated via Find a Tender. Any changes to the Procurement Timetable after the closing date shall be communicated to all Tenderers using the **tenders@southstaffs.ac.uk** email address.
 - to not consider a Tenderers Offer that has failed to meet the deadline contained within the Procurement Timetable or as amended on Find a Tender.
 - to not accept any responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with the Invitation to Tender instructions.
 - to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Contract terms contained in Appendix D Contract Terms.
 - to require a Tenderer to clarify their Offer in writing and/or provide additional information. Failure by a Tenderer to respond adequately may result in their Offer being rejected.
 - to reject any Offer submitted in a format other than the format requested.
 - to reject any Offer that is not self-contained and/or incomplete e.g. contains gaps, omissions, or obvious errors.
 - to reject any Tenderer that; makes a serious misrepresentation in relation to its Offer and/or the Procurement generally.

- j. to reject any Tenderer where there is a change in the identity, control, financial standing, or other factor impacting on the selection and/or evaluation process affecting the Tenderer.
- k. to reject any Tenderer who has engaged in collusive and/or anti-competitive tendering activities.
- l. to reject any Offer not submitted in English.
- m. to reject any Offer that contains amendments, exclusions or qualifications which have not been approved in writing by the Authority.
- n. to reject any Tenderer who submits mark ups or makes amendments to Appendix D Contract Terms and/or Appendix F: Form of Tender.
- o. to reject any Offer that is unrealistically low (in respect of quality or price, although this will be discussed with the Tenderer in advance of removal).
- p. to reject any Offer from a Tenderer who is not a UK or treaty state supplier, or from a Tenderer who intends to sub-contract the performance of all or part of the Contract to a supplier who is not a UK or treaty state supplier.
- q. to reject an Offer that does not include the completed documents as listed in Appendix F: Form of Tender.
- r. to award a zero mark to a question that refers to another questions response and to ignore any information not requested and/or not contained within the documents listed in Appendix F: Form of Tender or attached as indicated in Appendix A2.

6.2 Tenderers that wish to participate in the Procurement are responsible for ensuring that the Central Digital Platform (CDP) contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this procurement. Tenderers must notify the Authority immediately if they are unable to register on the CDP and/or provide accurate and up-to date information via the CDP.

6.3 Neither the Tender Notice, the Invitation to Tender nor any information provided as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a Contract.

6.3.1 Tenderers accept by responding to the Invitation to Tender that, in the event their Offer is accepted, the Tenderer will enter into and execute a Contract in the form set out in this Invitation to Tender document, and subject to the Authority Terms as stated in this Invitation to Tender without amendment, deletion or addition, such Terms being those included as Appendix D Contract Terms, Data Processing Agreement and Appendix C Service Level Agreement. If Tenderers are unwilling or unable to accept any of the Contract Terms the exact clause(s) must be notified in advance of the clarification question submission closing date (clause 5 Procurement Timetable) to the Authority via [**tenders@southstaffs.ac.uk**](mailto:tenders@southstaffs.ac.uk).

6.3.2 All Charges, expenses and liabilities incurred by the Tenderer, their staff, and their advisers or by any third party acting under their instructions in connection with the Procurement will be borne by the Tenderer. For the avoidance of doubt, the Authority is not liable for any Charges or expenditure resulting from any cancellation or amendment of the Procurement.

6.4 In consideration of the Authority undertaking to consider all Offers received in response to the Notice and Invitation to Tender in good faith, the Tenderer agrees and accepts that any Offer submitted by the Tenderer shall remain open for acceptance for a period of twelve (12) months from the closing date for the receipt of Offers, and shall not be altered, amended, varied, or withdrawn without the prior written agreement of the Authority.

- 6.5.1 Tenderers should note that, in accordance with general transparency obligations and the obligations under the Act, the Authority routinely publishes details of its Procurements and awarded Contracts. This includes, but is not limited to, the Contract value, and the identity of the successful Tenderer. Compliance with these obligations may involve the Authority taking steps without consultation with Tenderers.
- 6.5.2 Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting in assessing the Tenderer's submission. In providing such information the Tenderer consents to such disclosure.
- 6.6 No Contract shall be in place between the Parties unless and until both Parties execute a formal written Contract, confirming all of the documentation forming the entire Contract and therefore the Contract between the Parties. Until the receipt of a duly signed Contract, no Contract or understanding shall exist, or be taken to exist, between the Parties in regard to the subject matter of the Procurement, irrespective of anything that may be expressed orally or in writing by the Authority or any representative of the Authority.
- 6.7 The submitted Offer must in accordance with Appendix B: Specification to be considered compliant.
- 6.8 The Tenderer shall warrant that in the event it's Offer is accepted by the Authority and a Contract is awarded, the Tenderer has, and shall continue to have for the valid Term of the Contract, sufficient resources, materials, finances, adequately and appropriately trained and skilled employees as are necessary in order for the Tenderer to provide the Services in accordance with the provisions and standards set out in the Invitation to Tender.
- 6.9 Shortlisted Tenderers will be required to demonstrate and present their Offer before an evaluation panel as part of the Procurement.
- 6.10 The Tenderer shall ensure they are familiar with the contents, the extent and the nature of its obligations as outlined in the Invitation to Tender and shall in any event be deemed to have done so before submitting the Offer.
- 6.11 The Tenderer will be deemed for all purposes connected with the Invitation to Tender to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Service in the context of and as described in the Invitation to Tender.

7. COMPLETION AND SUBMISSION OF TENDERS

- 7.1. In submitting an Offer, the Tenderer must fulfil all of the requirements set out in this Invitation to Tender. The Form of Tender (Appendix F) must be signed by a duly authorised signatory of the Tenderers organisation and must remain valid and open for acceptance by the Authority for a period of twelve (12) months. Failure to fully complete and return the Form of Tender and/or to attempt to amend its contents (beyond providing the information specifically requested), will result in disqualification from the Procurement.
- 7.2 Only Offers submitted prior to the Offer submission date (Clause 5: Procurement Timetable) to the official email address **tenders@southstaffs.ac.uk** will be regarded by both parties as a bona fide Offer. Offers may be submitted at any time prior to the closing date and time

specified in Clause 5 Procurement Timetable. Offers received before the deadline will be retained unopened until the opening date and time. Any responses received after the date and time specified in Clause 5 Procurement Timetable may be rejected at the Authority discretion. The Authority does not accept responsibility for the premature opening or mishandling of Offers that are not submitted in accordance with these instructions.

- 7.3 Any Offer submitted by a Tenderer shall only have contractual effect when it is contained within an executed written Contract. All Tenderer Terms shall be deemed to have been rejected by the Authority unless expressly accepted by the Authority in writing.
- 7.4 The Authority may at its absolute discretion extend the closing date and time specified for the receipt of Offers, in which case such extension shall be communicated to all Tenderers using Find a Tender.
- 7.5 Tenderers may submit documents that supplement their Tender response where indicated. However, Tenderers must not include any extraneous information which has not been specifically requested (such as any sales literature and standard terms of trading). Any such information will not be evaluated by the Authority and will not form part of any resultant Contract.
- 7.6 Tenderers must read and ensure compliance with the Authority Terms contained in this the Invitation to Tender, Appendix D: Contract Terms – SSC-Supplier-Terms, Appendix D: Contract Terms – Data Processing Agreement (DPA) and Appendix C: Service Level Agreement (SLA). Common Terms and expressions shall have the meanings ascribed to them in Appendix E Glossary. Tenderers are not required to complete and/or sign any of the above documents at the Procurement stage. Tenderers are asked to confirm that they agree to accept the Contract Terms and work with the Authority to finalise the DPA and SLA in Appendix F: Form of Tender.

8. PRICING

- 8.1 Prices shall be International Commercial Terms (Incoterms), Delivered Duty Paid (DDP) i.e. inclusive of any delivery, handling, insurance Charges etc., to South Staffordshire College, Rodbaston Drive, Penkridge, Stafford, ST19 5PH.
- 8.2 Prices must be submitted in accordance with the Invitation to Tender requirements (Appendix G) and must remain open for acceptance by the Authority for a minimum of twelve (12) months from the closing date for Offer submission.
- 8.3 In the event that the Authority has been unable to confirm an award within twelve (12) months, the Authority may ask Tenderers whether they are prepared to maintain the prices in their Offer. Upon receipt of written confirmation from Tenderers, the Authority shall have 28 calendar days to accept the Offer including the pricing therein.
- 8.4 Prices submitted must be fixed (i.e. not subject to variation) for the duration of the Contract.
- 8.5 All prices shall be in £ sterling and shall be inclusive of Value Added Tax (VAT).
- 8.6 All pricing must be submitted using the template provided in Appendix G Pricing. Tenderers who do not submit their pricing using Appendix G Pricing will be disqualified. Tenderers who amend or change Appendix G Pricing (apart from entering values into the yellow boxes as instructed) will be disqualified.

- 8.7 The lowest sustainable life-cycle price (3 years) will be awarded 100%. Other Offers will then be expressed as an inverse proportion of the lowest sustainable life-cycle price. The percentage weighting for price is then applied to give the final price score for each Offer.

9. REQUEST FOR CLARIFICATION

- 9.1 It is the Tenderers responsibility to email an Expression of Interest (EOI) to **tenders@southstaffs.ac.uk** to access the updated list of clarification questions and responses. Any request for clarification relating to the Procurement must be submitted via email to **tenders@southstaffs.ac.uk** using Appendix J Clarification Question Template, no later than the clarification deadline in Clause 5 Procurement Timetable. This is to allow the Authority sufficient time to respond prior to the closing date for Offer submissions. The Authority will endeavour to respond to requests for clarification submitted in accordance with the process described in the Invitation to Tender, as soon as possible.
- 9.2 The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in Clause 5 Procurement Timetable or submitted via any means other than those specified above e.g. official email address. **No direct approach to any member of the Authority personnel (in relation to the Procurement) is permitted under any circumstances.**
- 9.3 Please note, in the interests of fair, transparent and equal treatment, the Authority can only share the clarification questions (without reference to the identity of the Tenderer which submitted the clarification question) and Authority responses (with the exception of those deemed confidential as provided below) with the Tenderers who have expressed an interest in the Tender. Only Tenderers who express an interest in the tender as per the process contained in the tender notice and in Clause 9.1 above will receive access to all clarification responses. It is the responsibility of each Tenderer to express an interest in the tender and monitor all clarifications issued by the Authority. The Authority accepts no liability for any Tenderer's failure to express an interest and to keep abreast of clarifications issued.
- 9.4 If a Tenderer considers that its request for clarification should be treated as confidential. and not disclosed to other Tenderers, it must communicate this and the reason why to the Authority at the time of the submission of the clarification request.
- 9.5 The Authority will advise the Tenderer in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Tenderer to withdraw such aspects of the request for clarification.
- 9.6 In such circumstances, the Tenderer may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.

10. THE ASSESSMENT PROCESS AND AWARD CRITERIA

- 10.1 The assessment process aims to identify the Most Advantageous Tender (MAT) that the Authority considers satisfies the requirements and best satisfies the award criteria using a combination of quality, social value and price elements as illustrated below:

Award Criteria	Total Weighting 100%	
	Stage 2 (total 80%)	
Method Statements Quality	40%	
	Service Delivery Approach	35%
	Product Development	35%
	Exit Management	15%
	Reporting & Analytics	15%
	Total Sub Criteria	100%
Method Statement Social Value	10%	
Price	30%	
	Stage 3 (total 20%)	
Demonstration Quality	20%	
	Core HR Functionality	35%
	Payroll & Pensions	35%
	Reporting & Analytics	10%
	Performance Management	10%
	Onboarding & Recruitment	5%
	Employee Engagement	5%
	Total Sub Criteria	100%

10.2 Stage 1 Procurement Specific Questionnaire (PSQ)

Stage 1 is assessed against the pass/fail criteria provided in Appendix A1 Stage 1 Procurement Specific Questionnaire Tender Response Document. If the Authority determines during the Stage 1 assessment that a Procurement Specific Questionnaire criterion has not been met, the assessment of the Offer will end at Stage 1. An Offer that fails at stage 1 is NOT an Assessed Tender.

10.3 Stage 2 Quality Method Statements, Social Value Method Statement & Price

Stage 2 is assessed against the award criteria provided in Appendix K Scoring Methodology. Clarifications for the quality method statements, social value method statement and price schedule (Appendix G). Clarifications may be sought in writing by the Authority from the Tenderers and scores adjusted accordingly.

10.4 Stage 3 Quality Demonstration

Stage 3 is assessed against the award criteria provided in Appendix K Scoring Methodology. Failure to attend the demonstration on the allocated day and time will result in disqualification from the Procurement. Following demonstration, the Authority reserves the right to review initial assessments.

- 10.5 Only the response documents provided will be accepted. Failure to follow this instruction will result in disqualification. Where Tenderers are advised that the question is not applicable, (e.g. due to a 'no' answer), the Tenderer must still follow the prompts and provide an answer as instructed. For example, Not Applicable (N/A).
- 10.6 The Stage 2 quality score, social value score and price score for each Offer will be added together to produce a Total Score.
- 10.7 Offers that (in the opinion of the Authority) are unrealistically low (in terms of quality) may be rejected i.e. scores below 30%.
- 10.8 Offers that (in the opinion of the Authority) are unrealistically high or low (in terms of price) may be rejected, although will be discussed with the Tenderer in advance of removal.
- 10.9 It is the responsibility of the Tenderer to ensure prices, and any formulae are totalled correctly. Any errors identified will be queried with the Tenderer and those demonstrated to be genuine arithmetical errors will be corrected for evaluation purposes.
- 10.10 Following completion of Stage 2, up to five (5) highest/equal scoring Tenderers at Stage 2 will be invited to Stage 3 Quality Demonstration. Tenderers will be advised if they have been successful or unsuccessful at the conclusion of the Stage 2 Assessment. An Offer that is unsuccessful at Stage 2 is an Assessed Tender. All Tenderers will receive their Assessment Summary at the same time. The earliest date the Assessment Summary will be provided to Tenderers can be found in Clause 5 Procurement Timetable. This will be prior to the start of the eight (8) calendar day standstill period. No Contract will be entered into prior to the end of the standstill period.
- 10.11 Following completion of Stage 3, all scores will be added together and subject to a final risk assessment, the Tenderer with the highest total score will be considered to have offered the MAT and will be recommended for acceptance (not withstanding clause 6.1 a).

11. CONFIDENTIALITY

- 11.1 Save to the extent made publicly available by the Authority, the information in this Invitation to Tender (together with all attachments and any other information communicated to Tenderers during the Procurement) is made available on the condition that it is treated as confidential information by the Tenderer and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
- 11.2 The copyright in the Invitation to Tender and appendices shall belong to the Authority and shall remain the property of the Authority and must be returned to the Authority upon demand.
- 11.3 Tenderers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Tenderers are required to detail the proposed media coverage including format and content of any publicity.

- 11.4 The Authority reserves the right to publish the tender details on Find a Tender as per the requirements of the Act.

12. FREEDOM OF INFORMATION

- 12.1 The Authority is subject to the Freedom of Information Act 2000 (FOIA). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA.
- 12.2 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive, the Tenderer should:
- a. clearly identify which information is considered commercially sensitive and complete the table contained within Appendix H Commercially Sensitive Information;
 - b. explain the potential implications of disclosure of such information;
 - c. provide an estimate of the period of time for which the Tenderer considers that such information will remain commercially sensitive.
- 12.3 The Authority will endeavour to:
- a. hold confidential all information submitted by a Tenderer that it identifies as being commercially sensitive.
 - b. consult with a Tenderer about commercially sensitive information before making a decision on any FOIA requests received.
- 12.4 Tenderers should note, however, that the final decision on any FOIA request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

13. NON COLLUSION, NON CANVASSING

- 13.1 Any attempt by a Tenderer or their advisers to influence the Procurement in any way may result in the exclusion of the Tenderer, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Tenderer may attract.
- 13.1.1 Specifically, Tenderers must not directly or indirectly at any time:
- a. devise or amend the content of their Offer in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance.
 - b. enter into any agreement or arrangement with any other person as to the form or content of any other Offer or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Offer,

- c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting an Offer in this Procurement,
- d. canvass any employees, members, or agents of the Authority in relation to this procurement,
- e. attempt to obtain information from any of the employees, members, or agents of the Authority or their advisors concerning another Tenderer or Offer,
- f. carry out any other co-operation or collusion with another Tenderer or any other person which the Authority considers capable of undermining fair competition.

- 13.1.2 Suppliers are required to complete and return Appendix I Certificate of non-collusion and non-canvassing noting that the Authority will be entitled to rely on the information provided in the certificate.

14. CONFLICTS OF INTEREST

- 14.1 Tenderers are responsible for ensuring that no actual, potential, or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Authority or its advisers. Tenderers must notify the Authority immediately of any actual, potential or perceived conflict of interest.
- 14.2 In the event of any actual, potential, or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
- a. exclude any Tenderer that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists.
 - b. request further information from any Tenderer and require any Tenderer to take reasonable steps to mitigate a conflict of interest. This may include requiring any Tenderer to enter into a specific conflict of interest agreement with the Authority.

Failure to do so may result in the Tenderer being excluded from participating in, or progressing as part of, the Procurement.

- 14.3. The Authority strongly encourages Tenderers to contact the Authority as soon as possible should it have any concerns regarding actual, potential, or perceived conflicts of interest.

15. CONFLICT ASSESSMENT

- 15.1 The Authority confirms that, prior to the issue of the Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

16. INTELLECTUAL PROPERTY

- 16.1 Tenderers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority in whatever format, belong to the Authority. Tenderers shall not copy, reproduce, distribute, or otherwise make available any part of these documents to any third party (except for the purpose of preparing an Offer) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Tenderers.

17. ANTI-COMPETITIVE BEHAVIOUR

- 17.1 Tenderers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Tenderers that their arrangements are not anticompetitive and reserves the right to require any Tenderer to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
- 17.2 Any evidence of anti-competitive behaviour may result in a Tenderer being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
- 17.3 Tenderers should note that anti-competitive behaviour may result in the Tenderer being excluded from bidding for Contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Tenderer may also be excluded from bidding for Contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

18. CONTRACT MANAGEMENT

- 18.1 The Authority expects the Contractor to work to an agreed Service Level Agreement (SLA) Appendix C. including performance to Key Performance Indicators (KPIs) and have a continuous improvement ethos. It is a term of the Contract that a dedicated point of contact and/or Contract Manager provides account information (in a timely manner) as requested by the Authority.
- 18.2 The dedicated point of contact must attend performance review meetings, (held at six (6) monthly intervals or as agreed between the Authority and Contractor representatives) to answer queries accurately and promptly, monitor and assess the level of performance standards of the Contract and review and conclude any issues arising as and when required by the Authority.
- 18.3 Failure to achieve Service levels will result in an initial meeting with representatives of the Authority and Contractor to discuss means of improving performance, where necessary.

Failure of the Contractor to correct these deficiencies (within a fair and reasonable agreed time period) will result in the issue of a non-conformance letter by the Authority.

- 18.4 Any response to a non-conformance letter will be retained by the Authority and any corrective action taken by the Contractor will be monitored and necessary action taken. Where no response is received or the Authority is not satisfied with the Contractor response, further follow up action will be taken, which may ultimately result in the termination of the Contract.
- 18.5 The Contractor must commit to provide adequate resources to ensure sufficient Service levels are always met. The Contract shall ensure an effective and appropriate corrective and preventative action procedure is in place to ensure that any beneficiary complaints and reports of non-conformity of Service are properly recorded, investigated and dealt with.
- 18.6 In addition, the Authority requires an Account Manager to act as the main point of contact for the Contract duration. The Account Manager must be familiar with the requirements of the Authority. The following Service levels are applicable to the Contract and will form part of the Contract Terms and Conditions.

Service Availability

Service Component	Availability Target	Measurement Period
HR and Payroll Solution	99.8% 24/7/365 uptime	Monthly
API and Integrations	99.0% uptime	Monthly
Data Backup and Restore Services	99.9% availability	Monthly

Service Performance and Reporting

The Contractor shall provide:

- Monthly performance reports detailing uptime, incident summaries, and resolution metrics.
- Attend quarterly review meetings to discuss performance, issues, and improvement plans.

Incident Severity Levels and Response Times

Severity	Description	Initial Response Time	Target Resolution Time
Critical (P1)	Complete system outage or payroll processing failure affecting all users	1 hour	4 hours
High (P2)	Major functionality unavailable affecting multiple users.	1 hour	8 hours
Medium (P3)	Partial system issue or degraded performance.	1 hour	2 business days

Low (P4)	Minor issue, cosmetic defect, or general enquiry.	1 hour	20 business days
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Service Credits

Availability Level Achieved	Service Credit (% of Monthly Fee)
99.0% – 99.49%	5%
98.0% – 98.99%	10%
Below 98.0%	20%

19. CONSULTANCY

- 19.1 All consulting Services must be quoted for and a discovery/scoping exercise completed prior to any agreement from the Authority to proceed with consulting Services.
- 19.2 A Purchase Order (PO) number must be obtained from the Authority prior to the start of the consulting Services. Invoices submitted without a valid PO will not be paid.
- 19.3 If the Authority decide not to proceed (following the outcome of the discovery/scoping work) the Authority will not be liable for any Charges relating to the future Charges of the Contractor and/or third party consulting Services.
- 19.4 A working day is defined as Monday – Friday 08:30 to 17:00 excluding English bank holidays.

20. DELIVERABLES

- 20.1 The Contract Deliverables are directly linked to the Charges instalments that are only payable upon satisfactory completion of each defined stage of the Contract delivery, to include but not be limited to:
- a) successful transfer of Authority data;
 - b) user acceptance testing;
 - c) successful parallel run on payroll;
 - d) go live including user support/training;

21. CHARGES

- 21.1 The Charges for the Services shall be set out in the Purchase Order (PO) and shall be the full and exclusive remuneration of the Contractor in respect of the performance of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 21.2 In respect of Services, the Contractor shall invoice the Authority on completion of the Services or in accordance with any instalments as set out in the PO. Each invoice shall

include such supporting information required by the Authority to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.

21.3 Where Services are provided on a time and materials basis:

- a) the Charges payable for the Services shall be calculated in accordance with the Contractors standard daily fee rates, as set out in the Contract
- b) all Charges quoted to the Authority shall be inclusive of VAT, (unless otherwise agreed) which the Contractor shall add to its invoices at the appropriate rate;
- c) the Contractor shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the services, and the Contractor shall use such time sheets to calculate the Charges covered by each monthly invoice referred to in Condition 21.3 d); and
- d) unless otherwise agreed, the Contractor shall invoice the Authority monthly in arrears for its Charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in Conditions 21.3 a) and 21.3 b). Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

21.4 No variation in the Charges or extra Charges shall be accepted by the Authority.

22. PAYMENT

- 22.1 Unless otherwise agreed, the Authority shall pay the Charges within 30 days of receipt of an undisputed invoice.
- 22.2 The Contractor must quote the Authority's Purchase Order number on all invoices. Failure to do so may result in a delay in payments.
- 22.3 Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract.
- 22.4 If any undisputed sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgement, at 1% per annum over the Bank of England base rate from time to time. The Contractor is not entitled to suspend deliveries and/or Service as a result of any sums being outstanding.
- 22.5 Where the Contractor appoints a subcontractor, the Contractor shall pay the subcontractor in accordance with the terms set out in this Condition 22.

23. INDEMNITY

- 23.1 The Contractor shall indemnify the Authority and keep the Authority indemnified in full against all direct, losses, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Authority as a result of or in connection with:

a) any breach by the Contractor of its Data Protection and Data Processing obligations and the costs to investigate, corrective or compensatory action required by the Information Commissioners Office (ICO) and/or Member State's regulator of Data Protection Laws.

b) any claim made against the Authority by a third party in relation to any breach by the Contractor of the Data Protection Law and/or the Contractors data processing obligations described in the Contract.

c) any breach of the Modern Slavery act 2015.

24. LIMITATION OF LIABILITY

24.1 Nothing shall limit or exclude a party's liability for:

a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

b) fraud or fraudulent misrepresentation;

c) breach of the terms in the Sale of Goods Act 1979 or by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

d) any liability to the extent that it cannot be otherwise excluded or limited by Law; or

e) any liability in respect of the Contractor's indemnities in Clause 23.

24.2 Without prejudice to Clause 24.1 above a party shall under no circumstances whatever be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

a) loss of profit; or

b) loss of goodwill; or

c) loss of business;

d) loss of business opportunity; or

e) loss of anticipated saving; or

f) any special, indirect or consequential damage arising under or in connection with the Contract.

24.3 Notwithstanding Clause 24.2, the losses for which the Contractor assumes responsibility and which shall, (subject to Clause 24.4) be recoverable by the Authority include:

a) any sums paid by the Authority to the Contractor pursuant to the Contract, in respect of any Services not provided in accordance with the terms of the Contract.

b) additional cost or procuring and implementing replacements for, or alternatives to the Services, including consultancy costs, additional costs of management time and other personnel costs; and

c) losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, personnel, regulator or customer of the Authority) against the Authority caused by the act or omission of the Contractor.

- 24.4 Subject to Clause 24.1, the maximum liability of the Contractor to the Authority in respect of loss or damage to tangible property of the Authority, whether arising in tort (including negligence), breach of Contract or otherwise, shall be limited to ten million pounds (£10 million).
- 24.5 The Contractors total liability to the Authority in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 200% of the total order value of the Purchase Order.
- 24.6 The provisions of this Clause 24 shall survive termination of the Contract, however arising.

25. CONTRACT

- 25.1 Notification of an award decision does not constitute acceptance by the Authority of the Offer. Any document submitted by a Tenderer shall only have contractual effect when it is contained within an executed written Contract issued by the Authority.
- 25.2 The Authority will provide the successful Tenderer with a Purchase Order number. The successful Tenderer will not be entitled to any remuneration whatsoever until a Purchase Order number is issued by the Authority.

26. INSURANCE

- 26.1 Unless otherwise agreed in writing between the parties, during the term of the Contract and for a period of six (6) years thereafter, the Contractor shall maintain in force at its own cost, with a reputable insurance company, sufficient insurance to:
- a) comply with its statutory insurance obligations in any relevant jurisdiction;
 - b) cover all potential; liabilities which the Contractor may have to the Authority under the Contract, and
 - c) reflect the minimum levels of insurance cover set out in Clause 26.2..
- 26.2 The Contractor warrants that it currently maintains and shall continue to maintain the following insurance:
- a) public liability insurance for a minimum amount of cover of £5,000,000 (GBP) for each and every claim; and
 - b) employers' liability insurance for a minimum amount of cover of £5,000,000 (GBP) for each and every claim, or such other minimum level as may from time-to-time be required by law; and

c) product liability insurance for a minimum amount of cover of £5,000,000 (GBP) in the aggregate; and

d) where Services are provided under the Contract, also professional indemnity insurance for a minimum amount of cover of £5,000,000 (GBP) for each and every claim, and shall, on the Authority's request, produce both the insurance certificates giving details of cover and the receipt for the current year's premiums.

26.3 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

27. TERMINATION

27.1 Without limiting its other rights or remedies, the Authority may terminate the Contract in whole or in part at any time:

a) in respect of the supply of Services, by giving the Contractor six (6) month's written notice; and

b) where the Contractor commits any act reasonably deemed by the Authority to bring, or to be likely to bring, the Authority into disrepute or otherwise damage the Authority's reputation;

27.2 Without prejudice to any other right or remedies which the Authority may have, the Authority shall have the right at any time to terminate the Contract with immediate effect by giving written notice to the Contractor if:

a) the Contractor commits a material breach of any of the terms and conditions of Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so.

b) the Contractor repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

c) the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 (being a partnership) has any partner to whom any of the foregoing apply;

d) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;

e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company) other than

for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;

f) the Contractor (being an individual) is the subject of a bankruptcy petition or order;

g) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

h) an application is made to the court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor (being a company);

i) the holder of a floating charge over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver.

j) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;

k) the Contractor suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or

l) the Contractor (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

27.3 If the Contract is terminated by the Authority pursuant to Clause 27.2, such termination shall be at no loss or cost to the Authority and the Contractor hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination.

27.4 On termination of the Contract for any reason, the Contractor shall immediately deliver to the Authority;

27.4.1 all Authority information and data provided by the Authority to the Contractor for the purposes of the Contract. The Contractor shall certify to the Authority that it has not retained any copies of the Authority information/data, except for one copy which the Contractor may use for audit purposes only.

27.4.2 all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete.

27.4.3 on the expiry of the term or if this Contract is terminated in whole or in part for any reason. The Contractor shall co-operate fully with the Authority to ensure an orderly migration of the Service to the Authority or, at the Authority's request, a replacement supplier.

27.5 If the Contractor fails to fulfil its obligations under Clause 27.4, then the Authority may enter the Contractors' premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Contractor shall be solely responsible for their safe keeping.

- 27.6 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Authority accrued as at termination.
- 27.7 The clauses which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

28. DISPUTE RESOLUTION

- 28.1 The parties shall attempt in good faith to negotiate a settlement to any dispute arising between them out of or in connection with the Contract within 30 business days of the dispute arising.
- 28.2 If the dispute cannot be resolved, then the parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure from time-to-time in force.
- 28.3 To initiate the mediation, a party to the Contract must give notice in writing (the ADR Notice) to the other party requesting mediation in accordance with this clause 28. The mediation is to take place not later than 30 business days after the ADR Notice. If there is any issue on the conduct of the mediation upon which the parties cannot agree within 14 business days of the ADR Notice, then CEDR shall, at the request of either party, decide the issue for the parties, having consulted with them. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.
- 28.4 Unless otherwise agreed, all negotiations connected with the dispute and any settlement shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 28.5 If the parties reach agreement on the resolution of the dispute, the Contract shall be reduced to writing and shall be binding on the parties once it is signed by both the Authority and the Contractor.
- 28.6 If the parties fail to reach agreement within 60 business days of the initiation of the mediation, or such longer period as may be agreed by the parties, then any dispute or difference between them, may be referred to the courts.
- 28.7 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

29. NOTICES

- 29.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or commercial courier.
- 29.2 A notice or other communication shall be deemed to have been received; if delivered personally, when left at the address referred to in clause 29.1; if sent by pre-paid first class post or other next working day delivery service, at 09:00 on the second business day after

posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 29.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

30. GENERAL

- 30.1 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts for all contractual and non-contractual disputes.
- 30.2 If any provision or part provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 30.3 Failure or delay by the Authority in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 30.4 Any waiver by the Authority of any breach of, or any default under, any provision of the Contract by the Contractor shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 30.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 30.6 No variation of the Contract shall be valid unless it is agreed in writing and signed by, or on behalf of, each of the parties.
- 30.7 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 30.8 The Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 30.9 Each party acknowledges that, in entering into the Contract, it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 30.10 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 30.11 The Contractor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract or any part of it without the prior written consent of the Authority.

30.12 The Contractor shall not:

- (a) make any press announcements or publicise the Contract or its contents in any way; or
- (b) use the Authority's name or logo in any promotion or marketing or announcement of orders, except as required by law, any government or regulatory body, any court or other body of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

30.13 Except as otherwise expressly provided within the Contract, no notice or other communication from one party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication. Any notice or other communication which is to be given by either party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by fax or e-mail (confirmed in either case by letter). Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two working days after the day on which the letter was posted, or four hours, in the case of e-mail or fax or sooner where the other party acknowledges receipt of such letters, or fax or e-mail. The address of each party shall be that stated in the Purchase Order.

APPENDIX A1: STAGE 1 PROCUREMENT SPECIFIC QUESTIONNAIRE TENDER RESPONSE DOCUMENT

Please see document attached to the tender notice on Find a Tender: Appendix A1: Stage 1 Procurement Specific Questionnaire Tender Response Document.

APPENDIX A2: STAGE 2 METHOD STATEMENTS TENDER RESPONSE DOCUMENT

Please see document attached to the tender notice on Find a Tender: Appendix A2: Stage 2 Method Statements Tender Response Document.

APPENDIX B: SPECIFICATION

Please see document attached to the tender notice on Find a Tender: Appendix B: Specification

APPENDIX C: SERVICE LEVEL AGREEMENT (SLA)

Please see document attached to the tender notice on Find a Tender: Appendix C: Service Level Agreement.

APPENDIX D: CONTRACT TERMS

Please see documents attached to the tender notice on Find a Tender: Appendix D: Contract Terms – SSC-Supplier-Terms and Appendix D: Contract Terms – Data Processing Agreement (DPA)

APPENDIX E: GLOSSARY

Defined term	Definition
Act	means the Procurement Act 2023.
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
Authority	means South Staffordshire College.
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Charges	means the fees and reimbursable expenses payable by the Authority to the Contractor under the Contract.
Contract	means the Tenderers Offer and the Authority's subsequent acceptance of it incorporating Appendix C, Appendix D and the Invitation to Tender (this document) and the Form of Tender.
Contractor	means the person, firm or company who supplies the Authority as detailed in the Purchase Order.
Controller	shall have the meaning set out in the Data Protection Laws in force at the time.
Data Protection Laws	means the UK Data Protection Laws including the Data Protection Act 2018 including GDPR and any successor legislation.
Data Subject	Shall have the meaning set out in the Data Protection Laws in force at the time.
Deliverables	means any outputs for the Services, all documents, products and materials developed by the Contractor or its agents, subcontractors and employees in relation to the Services in any form or media , including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, reports and specifications (including drafts).
Find a Tender	means https://www.find-tender.service.gov.uk
Invitation to Tender	means a formal request issued by the Authority asking Tenderers to submit an Offer.
Law	Any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court, or directives or requirements of any Regulatory Body delegated or subordinate legislation or notice of any Regulatory Body.
Offer	means the tender submission.
Open Procedure	means the single stage tendering procedure as defined by section 20 of the Act.
Optional Extension	means the period of time the Authority can extend the contract for.
Personnel	means all persons employed by the Contractor to perform its obligations under this Contract together with the Contractors servants, agents and suppliers and approved subcontractors used in the performance of its obligations under this Contract.
Personal Data	shall have the meaning set out in the Data Protection Laws in force at the time.

Processing	shall have the meaning set out in the Data Protection Laws in force at the time and 'Process' and 'Processed' shall be construed accordingly.
Processor	shall have the meaning set out in the Data Protection Laws in force at the time.
Procurement	this Open Procedure procurement process.
Procurement Timetable	the timetable for this Procurement as set out in this document.
Purchase Order	means the Authority's written instruction to buy the products and/or Services or any combination thereof.
Service(s)	means the services to be provided by the Contractor as set out in the Authority's Purchase Order and/or the Tender together with any other services which the Authority takes from the Contractor in relation thereto and the Contractors obligations under the Contract.
Solution	means the products and Services provided and managed by the Contractor for the Authority, collectively known as "the Solution."
Tender	means the tender issued by the Authority.
Tenderer	means a supplier or suppliers (as the case may be) participating in the Procurement.
Tender Notice	means the notice published on the Find a Tender website.
Term	means the contract duration.

APPENDIX F: FORM OF TENDER

Please see documents attached to the tender notice on Find a Tender: Appendix F Form of Tender

APPENDIX G: PRICING

Please see documents attached to the tender notice on Find a Tender: Appendix G Pricing.

APPENDIX H: COMMERCIALLY SENSITIVE INFORMATION

Please see documents attached to the tender notice on Find a Tender: Appendix H: Commercially Sensitive Information.

APPENDIX I: CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

Please see documents attached to the tender notice on Find a Tender: Appendix I: Certificate of non-conclusion and non canvassing.

APPENDIX J: CLARIFICATION QUESTION TEMPLATE

Please see documents attached to the tender notice on Find a Tender: Appendix J: Clarification Question Template.

APPENDIX K: TENDER SCORING METHODOLOGY

Please see documents attached to the tender notice on Find a Tender: Appendix K: Tender Scoring Methodology.