

# **South Staffordshire College**

## **Tender Document**

**for the**

**Procurement**

**of**

## **PROPERTY STRATEGIC SUPPORT PARTNER**

**Dated 6<sup>th</sup> DECEMBER 2024**

**Tender Document Number : SSC2024013**

**Rodbaston Campus**  
Corporate Headquarters  
Penkridge  
Staffordshire  
ST19 5PH

**Lichfield Campus**  
The Friary  
Lichfield  
Staffordshire  
WS13 6QG

**Tamworth Campus**  
Croft Street  
Tamworth  
Staffordshire  
B79 8AE

**Cannock Campus**  
The Green  
Cannock  
Staffordshire  
WS11 1UE

**Torc Campus**  
Silver Link Road  
Glascoate Heath, Tamworth  
Staffordshire  
B77 2HJ

South Staffordshire College was created in 2009, as a result of a merger – Cannock Chase Technical College, Rodbaston College, Lichfield College and two Tamworth College Campuses.

South Staffordshire College offers a range of Further Education courses, encompassing 10,000 learners. It also has a Higher Education provision in conjunction with the University of Wolverhampton and Staffordshire University.

South Staffordshire College has a Turnover of £33 million.

The Property Strategy will emerge from a process of engagement with College stakeholders such as Board members, delivery and support staff, students, partners and customers. To support the delivery of our Property Strategy, a Property Strategy Support Partner is required to manage the production of the Strategy itself, plus any subsequent projects that the College chooses to implement from the Strategy.

South Staffordshire College now puts forth this Tender.

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## GENERAL INFORMATION

### 1. INTRODUCTION

- 1.1 South Staffordshire College invites Tenders for the position of Property Strategic Support Partner for a period of 12 Months. Information can be found in the Appendix A, Key Specification Section.
- 1.2 This Invitation to Tender (ITT) is issued simultaneously to all organisations invited to tender. Tenderers should read this ITT document as soon after receipt as possible.
- 1.3 This ITT document should provide all the information required.
- 1.4 Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than 1200HRS BST 27<sup>th</sup> January 2025. The Tenderer not necessarily with the Most Economically Advantageous Tender will be awarded the contract.

### 2. RIGHT TO CANCEL OR VARY THE PROCESS

- 2.1 South Staffordshire College reserves the right.
- 2.2 Not to award a contract.
- 2.4 To require a Tenderer to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful)

### 3. TENDER DOCUMENTS

- 3.1 This Invitation to Tender (ITT), describes the form and content of Tenders, the timetable for all College Equipment & Services, the tendering process, and the commercial terms on which South Staffordshire College will award in due course to the successful Tenderer.

### 4. THE SPECIFICATION

- 4.1 South Staffordshire College will not accept changes to the Purchase Order/Terms & Conditions that it intends to enter into the Contract with the Successful Tenderer.

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- 4.2 Mark-ups of the Contract are not invited and if a Tenderer submits any mark-ups or makes amendments to this document or indicates that they do not accept any or all the terms of the Tender, South Staffordshire College will reject that Tender.
- 4.3 Accordingly, every Tender received by South Staffordshire College shall be deemed to have been made subject to the terms and conditions of the Purchase Order unless South Staffordshire College has expressly agreed in writing to the contrary and the document (or a legible copy thereof) expressing that agreement is appended to and therefore forms part of the Contract. Any alternative terms or conditions offered on behalf of a Tenderer shall be deemed to have been rejected by South Staffordshire College unless expressly accepted by it in writing.
- 4.4 Tenderers should note that the Project Strategic Support Partner shall be contractually bound to deliver Equipment/Service in accordance with the terms set out in the South Staffordshire Terms & Conditions Contract as stated in Appendix A.
- 4.5 The successful Tenderer will be required to execute the Purchase Order promptly and shall not commence the provision of Service nor be entitled to any remuneration whatsoever until each Project is ready as agreed at its discretion by South Staffordshire College.
- 4.6 The successful Tenderer shall be liable for any loss or damage incurred by South Staffordshire College if the Service cannot be delivered on the Commencement Date as a result of the successful Tenderer's failure to execute the Contract properly.

## 5. RESPONSE DOCUMENTATION

- 5.1 The Response Document sets out the forms to be completed by the Tenderers. APPENDIX A

## TENDER PROCESS

### 6. THE PROCUREMENT PROCESS

- 6.1 South Staffordshire College is conducting this procurement tender in seeking a Property Strategy Support Partner from an individual or firm who have demonstratable knowledge of the Further Education sector and have experience of a variety of project sizes across different types of educational settings in the land and property sectors.

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- 6.2 It does however mean that there will be no opportunity to enter into dialogue or negotiation around the Procurement. Accordingly, Tenderers must ensure that they have understood South Staffordshire College's requirements.

## 7. POST SUBMISSION OF TENDERS

- 7.1 Following submission of Tenders they will be evaluated and the Tenderer with the most economically advantageous/experience tender will be selected as the Successful Tenderer. If necessary, this may be preceded by a period of clarification.
- 7.2 Tenderers will be notified of the Tender award decision by email and a standstill period of five calendar days will be provided for before any agreement is entered into.
- 7.3 The award, is subject to the formal approval processes of South Staffordshire College. Until all necessary approvals are obtained and the standstill period completed, no agreement will be entered into.
- 7.4 South Staffordshire College reserves the right at any time to determine whether or not to continue with this Tender and whether or not to enter into any agreement with a Tenderer.

## 8. CONTENTS OF THE TENDER

- 8.1 Tenderer's are invited to submit one compliant Tender. Variants are not permitted and will be rejected. A variant submission will be considered non-compliant and not substantially complete for the purposes.
- 8.2 All prices and rates shall be annotated as Inclusive of VAT (Value Added Tax). South Staffordshire College shall not pay any sum or sums other than those set out in the Pricing Document.
- 8.3 Responses should be self-contained.
- 8.4 Generic and promotional material should not be included.
- 8.5 Tenderers should ensure that their Tender is complete when submitted. Any Incomplete Tenders will be rejected.
- 8.6 Tenders received after the Deadline will be rejected.
- 8.7 Each section of the Tender shall:

8.7.1 Have the name of the Tenderer and the section and sub-section reference clearly indicated at the top each page of the Tender.

8.7.2 Be submitted in English.

8.7.3 Price and financial data provided must be submitted in or converted into Sterling.

## 9. CONDITIONS OF TENDERING

9.1 Sufficiency of Information.

9.2 The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the Tender documents and shall in any event be deemed to have done so before submitting its Tender.

9.3 The Tenderer will be deemed for all purposes connected with the Tender documents 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 Specification.

## 10. PROCEDURE FOR SUBMITTING TENDERS

10.1 Tenderers are required to submit their completed Response (attachments/documents) via email to:- [Tenders@southstaffs.ac.uk](mailto:Tenders@southstaffs.ac.uk)

10.2 All Forms of Tender must remain valid and open for acceptance by South Staffordshire College for a period of Twelve months.

10.3 The Tenderer shall include in its Tender details of all information or assumptions that it has considered in relation to the submission of its Tender which must in any event be in accordance with the requirements, conditions, and stipulations of these Instructions to Tenderers.

10.4 In addition, the Tenderer shall give further written or verbal details and information as may reasonably be requested by South Staffordshire College.

## 11. COMPLIANCE CHECKS

- 11.1 All Tenders will be first checked for compliance with this ITT and for completeness. The Evaluation Team may seek clarification from the Tenderers in order for the Evaluation Team to determine if a Tender is complete and compliant. Tenderers are reminded that Tenders must not be qualified or subject to clarification or confirmation and must be submitted strictly in accordance with this ITT.
- 11.2 If a Tender is not substantially complete, or is qualified, is offered as, or is not submitted in accordance with this ITT, then South Staffordshire College will exclude such responses from further consideration. South Staffordshire College decision to exclude such a Tender shall be final.

### 11.3 A Compliant Tender is one which:

- 11.3.1 Is complete.
- 11.3.2 Is not qualified or subject to clarification or confirmation and does not leave any material matter for negotiation or dialogue (this being a Open Procedure which does not facilitate dialogue or negotiation).
- 11.3.3 Does not derogate from the Contract.
- 11.3.4 Is delivered before the Deadline.

## 12. TENDER EVALUATION AND AWARD PROCEDURE

- 12.1 Award Stage: Tenders successfully passing the Qualification Stage will be subject to the Award Stage. Evaluation which will comprise an assessment of the Tenders to determine which is the most advantageous to South Staffordshire College.
- 12.2 South Staffordshire College shall not be bound to award the Contract to the Tenderer with the lowest price structure.
- 12.3 South Staffordshire College reserves to itself the right in its absolute discretion.
- 12.4 Not to award the Contract.
- 12.5 Where information or documentation submitted by Tenderers is or appears to be incomplete or erroneous, South Staffordshire College reserves the right at its absolute discretion to request Tenderers to submit, supplement, clarify or complete the relevant information or documentation within a time limit to be given.



### 13 Evaluation Team

- 13.1 South Staffordshire College has established an evaluation team comprising of representatives from the Department(s) on (Dates to be advised) being the Commencement Date.

## 14. COSTS AND EXPENSES

- 14.1 All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.
- 14.2 The Tenderer shall have no claim whatsoever against South Staffordshire College in respect of such costs and in particular (but without limitation) South Staffordshire College shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Purchase Order and (save to the extent set out in the Tender documents) no compensation or remuneration shall otherwise be payable to the successful Tenderer in respect of the Service by reason being different from that envisaged by the successful Tenderer or otherwise.

## 15. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 15.1 The Tender documents and all other documentation issued by South Staffordshire College relating to the Purchase Order shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting Purchase Order and shall not be disclosed in whole or in part to any third party without the prior written consent of South Staffordshire College save where such information has been disclosed for the purposes of obtaining quotations from OEM's (Original Equipment Manufacturer's).
- 15.2 The copyright in all the documents that constitute the Contract shall vest in South Staffordshire College and all such documents and all copies thereof are and shall remain the property of South Staffordshire College and must be returned to South Staffordshire College upon demand.
- 15.3 South Staffordshire College may disclose detailed information relating to the Tender to their Directors or Officers who have a final involvement in the Tender Process prior to The Award.



## 16. ANNOUNCEMENTS

- 16.1 South Staffordshire College reserves the right to publish the amounts of Tenders and the name of the successful Tenderer and to publish such other information regarding Tenders as it may be required to publish in accordance with statutory provisions with which South Staffordshire College must comply.

## 17. EQUAL OPPORTUNITIES

- 17.1 Tenderers are reminded of their obligations to comply with the provisions of the Equalities Legislation and the obligations on the successful Tenderer to assist the Council to comply with their obligations under the Equalities Legislation.

## 18. MODERN SLAVERY & HUMAN TRAFFICKING

- 18.1 South Staffordshire College are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all our contractors, suppliers and other business partners and as part of our contracting processes and include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels; directors; officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives, and business partners.

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## Declaration of Bona Fide Tender

1. We certify that this is a Bona Fide Tender and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts.
  - 1.1 Communicate to a person other than the person(s) stated on the Government Website Find-A-Tender ([www.gov.uk/find-tender](http://www.gov.uk/find-tender))
  - 1.2 Enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of this tender to be submitted.
  - 1.3 Offer/pay/give/agree to pay any sum of money or valuable product/consideration directly or indirectly to any person for doing or having done or causing or having caused to any other tender or proposed tender for the said work any act or thing of the sort described above.
2. We further certify that the principles describe in paragraph 1 above have been, or will be brought to the attention of all suppliers and associate companies providing this service connected to this tender and any contract entered into with the sub-contractors/suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
3. In this Declaration, the word "person" includes any persons and/or anybody or association, corporate or otherwise; and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.
4. I confirm that I accept any breach of the conditions on this Declaration on Bona Fide Tender will inevitably lead to the termination of this agreement with South Staffordshire College.

Signature:-..... Date:-.....

Print Name in Full:-.....

Position (e.g. Manager, Director):-.....

Company Name:-.....

Company Address:-.....

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# APPENDIX A

## KEY SPECIFICATIONS

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Property assets are an important contributing to the quality of South Staffordshire College services. Well maintained and well used buildings help support teaching and learning and provide welcoming and inspirational spaces for our learners. We have a unique mix of urban and rural sites spanning across the South of Staffordshire.

As the popularity and size of South Staffordshire College grows, the College will evolve with new ways of teaching and working being explored, new technologies being adopted, and the demands of our stakeholders increasing. South Staffordshire College's portfolio of land and property assets must also change and improve. The refreshed Property Strategy will provide a broad vision for our future curriculum delivery and space management in one document.

The Property Strategy will emerge from a process of engagement with College stakeholders such as Board members, delivery and support staff, students, partners and customers. To support the delivery of our Property Strategy, a Property Strategy Support is required to manage the production of the Strategy itself, plus any subsequent projects that the College chooses to implement from the Strategy. The College has had recent success with building projects including the Tamworth College new build in Tamworth Town Centre and the dual projects at the College, the Net Zero Training Centre and the Animal Care T Level Building.

The College would also like to use the Property Strategy as an- opportunity to review its green credentials, using potential projects not only to improve the quality and quantity of its space but also to improve energy efficiency to meet the College's aspiration of cutting CO<sub>2</sub> emissions by 30% by 2030.

The College is looking for knowledgeable Property Strategy Support from an individual or firm who have demonstrable knowledge of the Further Education sector and have experience of a variety of project sizes across different types of educational setting.

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## Project Management Sample

Team Name	Team Leader
Project Name	Duration

Background	Summerise the Project
	Explain how the Team fits into the Project
	Identify Stakeholders

Mission & Objectives	Who is Doing what for who
	What does the successful project at completion look like
	Benefit and/or Business reason for Project
	Hours allocated to the Project

Budget & Resources	What is the Funding for the Project
	What resources are allocated to the project
	Is there any training required
	Who are the Management support Team

### WORKS ORDER

This document is a Work Order according to the definition contained within the provisions of a Call Off Contract, Dated XXXXXXXXXX between SOUTH STAFFORDSHIRE COLLEGE AND {DATE} {NAME OF PROPERTY STRATEGIC SUPPORT PARTNER}. Except where stated herein, all the clauses and conditions specified in the said contracts are included herein by reference and form part of this Work Order.

## Change Control

### General Principles

Where South Staffordshire College or the Property Strategic Support Partner sees a need to change the Order, South Staffordshire College may at any time request, and the Property Strategic Support Partner may at anytime recommend, such a Change only in accordance with Change Control Procedures set out in this Schedule.

Until such time as a change is made in accordance with the Change Control Procedure, South Staffordshire College and the Property Strategic Support Partner, shall unless otherwise agreed in writing, continue to deliver/receive from the Order, in compliance with this Agreement.

Any discussions which may take place between South Staffordshire College and the Property Strategic Support Partner in connection with a request or recommendation before authorisation of a resultant Change shall be without prejudice to the rights of either party.

### Change Control Procedures

1. Discussion between South Staffordshire College and the Property Strategic Support Partner concerning a Change shall result in any one of the following:
  - i. no further action being taken; or
  - ii. a request to change the Call Off Order of this Agreement, by South Staffordshire College; or
  - iii. a request to change the Call Off Order of this agreement, by the Delivery Partner.
2. Where a written request for an amendment is received from South Staffordshire College. The Property Strategic Support Partner shall, unless otherwise agreed, submit two copies a Change Control Note (as described in paragraph 4 below) signed by the Property Strategic Support Partner to South Staffordshire College within two weeks of the date of request.
3. A recommendation to amend the Call Off Order or this Agreement by the Property Strategic Support Partner, shall  
Be submitted on two copies of the Change Control Note signed by the Property Strategic Support Partner at the time of such recommendation. South Staffordshire College shall give its response within two weeks.
4. Each Change Control Note shall Contain:
  - i. The title of the Change
  - ii. The originator and date of the request or recommendation for the Change
  - iii. The reason for the Change
  - iv. Alternative date if applicable
  - v. Alternative specification if applicable
  - vi. Alternative quantity if applicable
  - vii. Signature of Originator
  - viii. Signature of South Staffordshire College and Property Strategic Support Partner
5. A Change Control Note signed by South Staffordshire College and by the Property Strategic Support Partner shall constitute an amendment to the Work Order or this Agreement.

Company:.....

POSITIONS	INFORMATION	DAY RATE EX VAT	DAY RATE INCL VAT
PROJECT MANAGER			
ASSISTANT PROJECT MANAGER			
PROJECT ADMINISTRATOR			
SUBJECT MATTER EXPERTS			

	INFORMATION	COST/PERCENTAGE PER PROJECT	
PROJECT MANAGEMENT PER PROJECT (Include full Team)			

Any other information you think is relevant to this Tender. ie Years of Experience and Projects covered.


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**FORMAL REQUIREMENTS**

1. I/We have read the information provided within this Invitation To Tender (ITT) document and, subject to and upon the Terms and Conditions Contained herein, I/We offer to supply the services described in this Tender Document in such manner as may be required.

DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):

NAME OF LEGAL REPRESENTATIVE:- .....

I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.

SIGNATURE:-..... DATE:- .....

First name:-..... Last name:-.....

Title (e.g. Dr, Mr, Mrs) .....

Position (e.g. Manager, Director).....

Telephone number:.....

e-mail address: .....

Website: .....

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## THE AGREEMENT (SAMPLE)

### BETWEEN:

1. South Staffordshire College of Rodbaston Hall, Wolverhampton Road, Penkridge, Staffordshire ST19 5PH (“**Authority**”).
2. [Name of Company] Incorporated and Registered in England and Wales with company number [Company Registration Number] whose registered office is at [Company Registered Address] (“**Delivery Partner**”)

### 1. BACKGROUND

- 1.1 The Property Strategic Support Partner has been appointed by South Staffordshire College.
- 1.2 South Staffordshire College is the Contracting Authority (as defined in the Framework Agreement).
- 1.3 South Staffordshire College requires the Property Strategic Support Partner(s) to deliver the services (as defined within Appendix A).
- 1.4 This Agreement is a Call-Off Contract pursuant to and in accordance with the Framework Agreement.

### 2. TERM AND WORK ORDERS

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term, unless terminated earlier in accordance with clause.
- 2.2 For the avoidance of doubt, this Agreement will not extend beyond termination of the Framework Agreement.
- 2.3 Any Work Order must end before the expiry of this Agreement.
- 2.4 During the Term, in relation to each Delivery, South Staffordshire College may submit a Change Note, containing such details as is required to enable the Property Strategic Support Partner to change the stated requirement of the relevant Call-Off Order pursuant of the Framework Agreement.
- 2.5 The parties agree that South Staffordshire College may not award and the Property Strategic Support Partner shall not accept (and shall be entitled not to accept) any award of a Call-Off Order under the Framework Agreement unless and until the process of selection of Providers in accordance with the Framework Agreement have been complied with.

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- 2.6 Each Call-Off Order may be awarded by South Staffordshire College in accordance with of the Framework Agreement.
- 2.7 Each Call-Off Order, once awarded, shall be construed in accordance with and shall be subject to the terms of this Agreement.

### 3. PAYMENT

- 3.1 In relation to each Call-Off Order, in conjunction with the Property Strategic Support Partner's engagement in the selection process pursuant to that of the Framework Agreement, the Property Strategic Support Partner shall prepare and send an Invoice to South Staffordshire College one week prior to the Delivery of equipment on the Call-Off Order relevant to the date stated.

### 4. LIABILITY AND LIITATION OF LIABILITY

- 4.1 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.
- 4.2 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:
- 4.2.1 fraud or fraudulent misrepresentation;
  - 4.2.2 breach of any obligation as to title implied by statute; or
  - 4.2.3 any other act or omission, liability for which may not be limited under any applicable Legislation

### 5. CONDUCT OF CLAIMS

- 5.1 South Staffordshire College shall immediately give written notice (electronic mail included) to and consult with the Property Strategic Support Partner in respect of any claim, matter, circumstance to the failure of delivery or damage to Equipment at relevant South Staffordshire College campuses.
- 5.1.1 South Staffordshire college shall take all reasonable steps to enforce any right of recovery prior to taking action against the Property Strategic Support partner
  - 5.1.2 South Staffordshire college, make no admission of liability in respect of, or compromise, dispose of or settle, any claim without the written consent of the Property Strategic Support Partner.

### 6. PREVENTION OF BRIBERY AND COMPLIANCE WITH MODERN SLAVERY ACT

- 6.1 The Property Strategic Support Partner:
- 6.1.1 shall not, and shall procure, so far as it is reasonably able to do so, that any of the Property Strategic Support Partner personnel shall not, in connection with this agreement commit a Prohibited Act;

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- 6.1.2 shall if requested, provide South Staffordshire College with any reasonable assistance, to enable South Staffordshire College to perform any activity required by any relevant Government/Agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- 6.1.3 shall have an anti-bribery policy (which shall be disclosed to South Staffordshire College) to prevent the Property Strategic Support Partner personnel from committing a Prohibited Act and shall enforce it where appropriate;
- 6.1.4 If any breach to this clause is suspected or know the Property Strategic Support Partner must notify South Staffordshire College immediately;

## 7. FORCE MAJEURE

- 7.1 If either party is prevented or delayed in the performance of any of its obligations under this Agreement or a Call-Off Order by Force Majeure, that party shall immediately serve written notice on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure. Subject to service of such notice, no party shall be liable for delay in performing or failure to perform its obligations under this Agreement or a Call-Off Order if such delay or failure results from Force Majeure. Such delay or failure shall not constitute a breach of this Agreement and the time for its performance shall be extended by such period as is equal to the delay by which performance is prevented by such Force Majeure.
- 7.2 If any party is prevented from performing its obligations for a continuous period in excess of forty (40) Business Days by reason of Force Majeure, either party may terminate this Agreement or the relevant Call-Off Order immediately on service of written notice upon the other party, in which case no party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist shall apply.
- 7.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement or a Call-Off Order by reason of Force Majeure shall use all reasonable endeavours to bring the Force Majeure event to an end or to find a solution by which the Agreement or the Work Order may be performed despite the continuance of the Force Majeure event.

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Corporate Headquarters  
Penkridge  
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ST19 5PH

**Lichfield Campus**  
The Friary  
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**Tamworth Campus**  
Croft Street  
Tamworth  
Staffordshire  
B79 8AE

**Cannock Campus**  
The Green  
Cannock  
Staffordshire  
WS11 1UE

**Torc Campus**  
Silver Link Road  
Glascote Heath, Tamworth  
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