

South Staffordshire College
Tender Document
for the
Procurement
of

TEMPORARY STAFFING
(ACADEMIC & SUPPORT)

Dated 30th AUGUST 2024

SSC0006

Rodbaston Campus
Corporate Headquarters
Penkridge
Staffordshire
ST19 5PH

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The Friary
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Tamworth Campus
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WS11 1UE

Torc Campus
Silver Link Road
Glascoate Heath, Tamworth
Staffordshire
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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 Human Resources Department is based at Rodbaston College. The dedicated team maintains all Human Resources services across the five campuses.

The Human Resources Department are looking to work in partnership with Recruitment Agency/Agencies for the Recruitment of Temporary Staff both Academic and Support.

South Staffordshire College
Human Resources Department now puts forth this Tender.

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GENERAL INFORMATION

1. INTRODUCTION

- 1.1 South Staffordshire College invites Tenders for THE SUPPLY OF TEMPORARY STAFF ACROSS ALL COLLEGE CAMPUSES. Information can be found in the Key Specification Section. This is a Two (2) Year Contract.
- 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 27TH SEPTEMBER 2024. The Tenderer 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).
- 2.5 Amend these Instructions to Tenderers.

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.

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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.
- 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 Service Provider shall be contractually bound to deliver the Service in accordance with the terms set out in the South Staffordshire Terms & Conditions Contract.
- 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 it has done so unless otherwise expressly 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

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TENDER PROCESS

6. THE PROCUREMENT PROCESS

- 6.1 South Staffordshire College is conducting this procurement tender to THE SUPPLY OF TEMPORARY STAFF ACROSS ALL 5 CAMPUSES. This Tender is therefore launched for the supply of temporary staff across various departments and all five campuses, when required.
- 6.2 It does however mean that there will be no opportunity to enter into dialogue or negotiation around the Procurement of Service. 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 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 Tenderers 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 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.

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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 pounds 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

10.2 All Forms of Tender must remain valid and open for acceptance by South Staffordshire College for a period of six 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 Restricted 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 economically/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.

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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.

12.6 Evaluation Team

12.7 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.

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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)
 - 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 sub-contractors, 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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A	Required Information	Supplier Response
A1.	<p>Pre-Employment Checks</p> <p>What methods does your company use for obtaining preliminary checks on candidates before temporary or permanent placement?</p> <p>Minimum College Requirement – Enhanced DBS; DBS with Child; DBS with Adult;</p>	
A2.	<p>Guarantee of Supply</p> <p>Provide details of the request process you have in place including the turnaround time to fill requests.</p> <p>Outline telephone and online booking capabilities.</p> <p>What action do you take if you cannot supply an appropriate candidate for the position?</p> <p>Current size and breakdown of your database of candidates that will deliver the provision.</p>	

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	How frequently do you refresh your database?	
	Your company will provide training for the temporary worker (Safeguarding & KCSIE Only.)	
A3.	Temporary Workers	
	Detail how complaints relating to a temporary placement at the college would be managed and the steps to resolve the situation.	
	Detail your Dispute resolution process.	
	Provide details of your procedure for an early termination of an assignment.	
A3.3	Will you appoint an Account Manager & Team to have overall responsibility for the service on a day-to-day basis?	

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A.4.	Detail your arrangements for monitoring, measuring & reporting on the requirements for the above including the requirement to an enhanced DBS; DBS with Child; DBS with Adult and that they have the right to work for an Education Provider; and whether or not you have a copy of the original DBS if the candidate is subscribed to the update service; Right to Work; two references.	
A5.	<p>Equality Act 2012</p> <p>Indicate your arrangement for monitoring, measuring and reporting on the requirements of this Law.</p>	

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A6	If Your Tender is Successful	Supplier Response
	Confirm that any current candidates/placements supplied by you/associated companies to any client under this framework will not be subject to a transfer fee.	
	Confirm that the sourcing of candidates and submission of suitable CV's are to be within the timescales requested by the college. This may be less than 24 hours.	
	Confirm that your offices will be staffed by fully trained and experienced employees between 0800hrs to 1730hrs Monday to Friday. Outside of these hours, a suitable member of your staff is available, and a telephone number provided in the event of urgent requirements.	
	Confirm you will consult only with the HR department to obtain feedback on each	

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	interview including whether the candidate was unsuccessful.	
	Confirm you will ensure a minimum of two written satisfactory references are received for all candidates prior to their interview/commencement of work.	
	Confirm you will ensure all copies of documentation pertaining to the candidates right to live and work in the U.K. are provided to the College prior to interview/commencement of work.	
	Confirm you will inform the Human Resources department of any cancellations of bookings no less than 90 minutes prior to the assignment beginning and will then be responsible for providing a replacement within 24 hours.	
	Confirm that you have procedures in place should a candidate/placement fail to fulfil work related requests.	
	Confirm that the candidate has been fully briefed about the proposed role prior to interview.	

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Confirm that each candidate has the necessary skills, experience & qualifications to conduct the role effectively.	
Confirm that each CV will adequately match the essential criteria for the proposed role.	
Confirm that each candidate will have a proficient level of language skills commensurate to the proposed role.	
Confirm that a Diversity monitoring form is completed for each candidate submitted for the role irrespective if they are successful in being assigned to the role.	
You will be contracted to the College and will report to the HR Recruitment Officer Payroll & HR Process and Systems Manager	

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	Day Rate	N.I./ Holiday Pay	W.T.R.	Total Cost	Margin	Pension Costs (Inclu auto enrolment)	Total Day Rate	Apprenticeship levy	VAT Included	% Margin
Example	£10.00	£0.12	£0.20	£10.32	£1.00	£0.10	£11.42			9.69%
GCSE Maths & English										
Academic Lecturer										
Vocational Lecturer - including Trades i.e. Construction, Carpentry & Electrical, Engineering, Plumbing, Business Accounting & Counselling										
Assessors & Verifiers - Construction & Digital Trades										
SEN Teachers										
									Average Margin	

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Example	£10.00	£0.12	£0.20	£10.32	£1.00	£0.10	£11.42			9.69%
Learning Support Staff										
									Average Margin	

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.

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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:

CONFIDENTIAL

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