# The WKCIC Group

## Invitation to Tender

## Specification for the Supply and Maintenance of

## Restaurant/Retail Electronic Point of Sale Solution

Tender Reference: WKCICT17003

Date: 24 February 2017

### Introduction

**“Transforming lives through education and training”**

Westminster Kingsway and City and Islington Colleges merged to form a dynamic and ambitious new College on 1 August 2016. With a combined enrolment of over 26,500 students and a combined income of £85 million, the two founding colleges have created the largest FE institution in London and will lead the reinvigoration of the capital’s evolving further education sector.

The new College has exciting plans to pool best and developing practice, equip students for sustainable employment, and become the first choice for businesses seeking world class training and professional development.

The intention is to continue using the Westminster Kingsway and City and Islington College brands because they are so successful and well-respected amongst employers, students, schools and our other stakeholders.  We are working on a new brand name for the training division as well as the overarching group; initially the group has the legal name of The WKCIC Group but is likely to trade as The Capital City College Group.

The College currently operates across 9 sites, located in the heart of London (Camden, Islington and Westminster), all located within walking distance of key transport links.

Further information on each of the brands can be found on our websites: <http://www.candi.ac.uk> and <http://www.westking.ac.uk>.

This document sets out the College’s requirements for the supply, implementation and ongoing maintenance of an electronic Point of Sale solution for its various restaurants, canteens and other retail operations.

### Background

As part of the College’s curriculum the College delivers professional catering and hospitality courses at its Victoria Centre, exposing many hundreds of learners - who rotate in cohorts through the outlets on a weekly basis, as well as staff, to a variety of realistic working environments within its two training restaurants (which are open to the public) and two canteens, one located at a different site, (which are open to students, staff and official visitors only).

Since 2012 these outlets have been running Infor’s SmartSeries restaurant system utilising touch screen terminals, however Infor have recently made a business decision to withdraw from the sector and have given the College notice that their product will cease to be licenced and supported from 8 May 2017.

The College is registered for VAT and is an Exempt Charity. As such it benefits from a VAT exemption allowing sales of food and beverages to students and staff (who eat onsite) to be exempt from VAT whilst requiring VAT to be accounted for, at the appropriate rate, on sales to members of the public and staff (who take the food away). Non food and beverage sales, which we understand includes confectionery, does not benefit from this exemption requiring VAT to be accounted for on all sales.

In addition to the face to face sales the operations team use the system to record booking & event deposits as well as event & lettings income – some of which is on credit (i.e. may require an invoice from the finance system before being settled).

The College is therefore looking for a solution to replace and possibly enhance the existing functionality of SmartSeries.

### Brief

A new software solution is sought to provide electronic point of sales (EPOS) and associated reporting for multiple food outlets across the WKCIC estate. The selected solution would need to be scalable and flexible to accommodate additional outlets for both food and retail, as needed in the future – The College has previously dabbled with the idea of opening a public facing shop and has two public facing hair & beauty outlets, elsewhere in its estate, currently using their own retail solutions. NB The hair & beauty outlets are not in scope for this exercise but suppliers should describe whether and how their solutions could be deployed in such an environment, should a decision to do this be made down the line.

To facilitate the training of students it is desirable that the solution be capable of being run in a way that enables students to learn without risking dummy transactions being incorporated into the live oulets activities.

The College’s retail activities trade under multiple brand/outlet names although all feed into the accounting records of a single underlying legal entity. It is not currently clear but there may be a requirement (either initially or in the future) to maintain the unique brand identify of some of these outlets with their client bases, whilst maintaining the ability for multiple outlets to be managed and reported in common.

If possible the existing equipment (touchscreen terminals and printers) would like to be re-used with any new solution, subject to compatibility, and suppliers should explore this option before recommending any new equipment. In addition bids should also include pricing relating to the purchase of new equipment – however this section of the bid should clearly detail what benefits the new equipment brings over the existing equipment. A list of the current equipment models is available at Appendix E.

The current solution has been deployed entirely ‘on premise’ though our IT strategy is moving gradually towards ‘cloud’ deployments. Bids should include the options and costs for any/all available deployment methods.

The College uses Infor’s SunSystems (v6.2) as its financial management solution and would expect that the successful solution be capable of performing a regular automated output of sales, invoice required and payment data in a compatible format for automated integration/interfacing.

To supplement this short brief it is recommended that bidders meet with members of the project panel to interrogate, in more detail, the College’s exact requirements.

Suppliers are asked to provide a bid relating to the supply, implementation and ongoing maintenance of their recommended solutions.

### Conditions of Purchase

A copy of the Colleges General Conditions of Purchase is attached at Appendix D.

In addition to these conditions the following additional conditions will apply:

1. Billing arrangements should be designed to reduce paperwork to a minimum. Where possible invoices should be raised for all goods or services supplied at agreed milestone points rather than for every individual supply that is made.
2. The College operates a ‘No PO No Payment’ policy. It is therefore essential that a new purchase order be obtained before any work commences covering the core contract items for each financial year (1 August to 31 July). A separate PO should be obtained for any additional work/services provided during the contract. Invoices should be formatted to clearly identify which PO the work invoiced for relates.

### Responses

Suppliers are asked to acknowledge receipt of this documentation and confirm their intention to submit a tender proposal, as soon as possible, using the ‘Invitation to Tender Acknowledgement’ form included at Appendix A. This document must be submitted independently of the main tender proposal.

Suppliers’ main responses to this invitation shall comprise of the following:

1. A completed ‘Form of Tender’ form included at Appendix B;
2. An executive summary highlighting the principal benefits of the proposal;
3. A complete pricing schedule (Max score 30 pts), for each option offered, detailing the tender prices for each component part, which as a minimum should allow the College to see the following costs separately:
   1. Project Management;
   2. Licencing and subscriptions;
   3. Equipment (where appropriate);
   4. Implementation consultancy and implementation support;
   5. Ongoing maintenance and support;
   6. Future deployment to additional outlets
4. A paper detailing the supplementary information requested in the Brief and following sections (Scored as below);

Bidders should also include the following supplementary information within their submission:

1. Technical Environment (Max score 6 pts);
   1. Technical infrastructure required to support the software;
2. Functionality of Software (Max score 22 pts)
   1. The ability of the solution to meet or exceed all the requirements of the College including the identification of additional functionality that might be of benefit;
3. Usability of Software (Max score 22 pts);
   1. The practicality of using the software on a day-to-day activities;
   2. Its ability to interface with other systems;
   3. Its outputs and report writing capabilities;
   4. The ability to reconfigure screens and bespoke processes;
4. Service Delivery (Max score 20 pts)
   1. Implementation Plan on project roll out;
   2. Technical support during implementation;
   3. Technical support post implementation.

### References

The names and contact details of at least 2 organisations, preferably academic institutions, with whom you have a current contract for similar goods or services should be supplied who can be contacted to supply references, if required.

These organisations should be prepared to allow a delegation from the College to visit, if necessary.

### Submission

Two printed copies of the proposal and one on digital media (CD/DVD/USB), should be submitted to:

Director of Management Accounting

The WKCIC Group

Centre for Business, Art & Technology

444 Camden Road

London

N7 0SP

Packages must not bear any external marks indicating the name of the sender and should be clearly marked, in the top left hand corner, with the tender reference “**WKCICT17003**” and the tender description “**Restaurant EPOS Solution**”.

Submissions must be received at the above offices no later than **5pm on Friday the 17 March 2017**.

Submissions received in the incorrect format, on media not specified above or after the submission deadline will not be considered.

You must not provide copies of your tender submission (paper or electronic) to any College personnel or contractor outside the above arrangements until such time as you obtain approval from the College’s Director of Management Accounting. Approval will not be given prior to the College’s official tender opening ceremony. Failure to comply may render your submission invalid.

WKCIC will not be responsible for any costs or expenses incurred by you in the preparation, delivery or evaluations of your tender submission.

### Evaluation

The following criteria will be used to determine the most economically advantageous offer:

1. Pricing [30%]
2. Technical Environment [6%]
3. Functionality of Software [22%]
4. Usability of Software [22%]
5. Service Delivery [20%]

Scores will be allocated for each question as per the criteria below. Each question has a maximum score.

|  |  |
| --- | --- |
| **% of Max. Score** | **Criteria for awarding score** |
| 0 | No response, or response shows an unacceptably poor level of understanding of the requirements, or completely fails to meet the required standard. |
| 25% | Response shows an inadequate understanding of the requirements, or substantially fails to meet the required standard, or is inconsistent with other proposals in several significant respects. |
| 50% | Proposal shows a satisfactory understanding of the requirements and meets the required standard in most material respects, but falls short of achieving the required standard in several respects or is inconsistent with other proposals in at least one significant respect. |
| 75% | Proposal shows a satisfactory understanding of the requirements and is consistent with other proposals and meets the required standard in most material respects, but falls short of achieving the required standard in one material respect. |
| 100% | Proposal shows a satisfactory understanding of the requirements, and is consistent with other proposals and fully meets the required standard in all material respects. |

### Timetable

A tender timetable is included at Appendix C.

### Contract

Suppliers proposing to submit tenders are advised to ensure that they are fully familiar with the nature of the obligations to be accepted, by them, if their tender is accepted. Before tendering the supplier must acquaint themselves with the Brief, Invitation to Tender and the Conditions of Purchase document. Any alternative conditions appended by the supplier shall be deemed to have been rejected by the College except when expressly agreed by the College in writing.

Suppliers should seek to clarify any points of doubt or difficulty with the College before submitting their proposal.

No employee or agent of the College has authority to vary any part of the tender documents other than the Director of Management Accounting who shall do so only in writing. Any authorised variation to these tender documents shall be issued at least 5 days before the tender response date. If necessary the College will revise the tender response date in order to comply with this requirement.

Tenders bids must remain open for acceptance for a period of 100 days from the tender submission deadline.

The successful supplier will be required to execute a formal agreement and until the execution of that agreement, the successful tender together with the College’s written acceptance will form a binding agreement between the College and the successful supplier.

The College is not bound to accept the lowest or any tender and reserves the right (without prejudice) to enter into post-tender negotiations with any or all tenderers. The College also reserves the right to accept discrete components from within a tender submission without accepting the entire tender.

### Value Added Tax

All prices quoted should exclude VAT. Where supplies tendered for attract VAT suppliers should ensure that their responses detail the applicable categories/rates of VAT each supply will attract.

Suppliers should clearly state in their tender submissions whether they are registered with HM Revenue & Customs for VAT. Where suppliers are not currently registered for VAT a statement to this effect should be included instead. Suppliers should consider whether their VAT status is likely to change prior to the completion of invoicing and tailor their statement to include details.

### Confidentiality

The information contained in this documentation is confidential and is provided to enable the supplier to submit a proposal to the College. This document may not be copied or passed to any third party except for the specific reason of responding to this invitation.

All information provided by the supplier in this response will similarly be treated as confidential.

WKCIC is committed to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly all information submitted may need to be disclosed and/or published. If you consider that any of the information included within your submission would give rise to an actionable breach of confidence and/or would prejudice your commercial interests and/or constitute trade secrets please highlight those elements of your submission and explain the harm that might result from disclosure or publication.

Please note that even where you have advised us that information is commercially sensitive we may still be required to disclose and/or publish that information if it is in the public interest, even if your tender submission was unsuccessful.

### College Contacts

Any questions regarding the technical aspects of this tender are to be addressed to Simon Evans (Director of Financial Accounting). Members of the College’s project panel will be available for briefing meetings, by appointment, if required. Contact can be made as follows:

The WKCIC Group

Centre for Business, Arts & Technology

444 Camden Road

London, N7 0SP

Tel. No.: (020) 7832 5077

Mobile: (07984) 746 386

Email: simon.evans@westking.ac.uk

Questions regarding the tendering process should be addressed to Shane Woodhatch (Director of Management Accounting) at the address identified for tender responses. The Director of Management Accounting can also be contacted as follows:

Tel. No.: (020) 7700 9373

Email: [shane.woodhatch@candi.ac.uk](mailto:shane.woodhatch@candi.ac.uk)

Complaints about the process should be addressed to Paul Stephen (Group Director of Finance) at The WKCIC Group, Regent’s Park Centre, Longford Street, NW1 3HB.

Appendix A

**THE WKCIC GROUP**

#### INVITATION TO TENDER

#### ACKNOWLEDGEMENT

|  |  |  |  |
| --- | --- | --- | --- |
| To: | Dir. of Management Accounting | From: |  |
|  | The WKCIC Group |  |  |
|  | Centre for Business, Art & Technology |  |  |
|  | 444 Camden Road |  |  |
|  | London |  |  |
|  | N7 0SP |  |  |

|  |  |
| --- | --- |
| **Tender Reference:** | **WKCICT17003 – Restaurant EPOS Solution** |

Dear Sir,

Your invitation to tender, bearing the above tender reference, has been received by us on

|  |
| --- |
|  |

Please note that:

We intend to submit a tender\*

We have already submitted a tender\*

We do not intend to submit a tender\*

\* Delete as appropriate.

Yours faithfully,

|  |  |
| --- | --- |
| Signed: |  |
| Name (Printed): |  |
| Position: |  |
| Dated: |  |

This document must be submitted independently of the main tender proposal!

Appendix B

#### THE WKCIC GROUP

#### FORM OF TENDER

|  |  |
| --- | --- |
| **Tender Reference:** | **WKCICT17003 – Restaurant EPOS Solution** |

|  |  |  |  |
| --- | --- | --- | --- |
| To: | Dir. of Management Accounting |  |  |
|  | The WKCIC Group |  |  |
|  | Centre for Business, Art & Technology |  |  |
|  | 444 Camden Road |  |  |
|  | London |  |  |
|  | N7 0SP |  |  |

We, the undersigned, hereby certify that the information provided in all documentation relating to this tender is accurate to the best of our knowledge, and understand that false information could result in the termination of any future contract.

We hereby offer and if this tender is accepted agree to carry out the above work as described in and in strict accordance with the Brief and Conditions of Purchase and to the entire satisfaction of the College in consideration of the contract sum or contract rates as set out in our tender.

We do hereby undertake and agree, if and when requested to do so, to enter into and execute an Agreement and we agree that until an Agreement is executed, this offer, when accepted in writing by the College shall constitute a binding contract.

We accept the Conditions of Purchase referred to in the tender documentation and undertake to be bound by them.

We agree that this tender, without modification, shall remain open for acceptance for a period of no less than six calendar months from the closing date for receipt of tenders.

|  |  |
| --- | --- |
| For and on behalf of: |  |
|  |  |
| Address: |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Telephone No: |  |
|  |  |
| Signed: |  |
|  |  |
| Name (Printed): |  |
|  |  |
| Position: |  |
|  |  |
| Dated: |  |

Appendix C

#### THE WKCIC GROUP

#### TENDER TIMETABLE

|  |  |  |
| --- | --- | --- |
| **Serial** | **Action** | **Date** |
| 1. | Issue ITT | By 24 February 2017 |
| 2. | Pre Tender Discussions/Meetings, if required | By Appointment before 10 March 2017 |
| 3. | Presentations and Product Demos | By 15 March 2017 |
| 4. | Tenders Returned | 17 March 2017 |
| 5. | Award Notification | By 24 March 2017 |
| 6. | Implementation | Subject to Discussion but for the purpose of this ITT assumed to be April 2017 |
| 7. | Go Live | Subject to Discussion but for the purpose of this ITT assumed to be May 2017 |

Appendix D

**General Conditions of Purchase**

**General**

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the supplier whether in negotiation or at any stage in the dealings between the purchaser and supplier with reference to the goods or services to which this contract relates. Without prejudice to the generality of the forgoing, the purchaser will not be bound by any standard or printed terms furnished by the supplier in any of its documents, unless the supplier specifically states, in writing, separately from such terms that it intends such terms to apply and the purchaser acknowledges such notification in writing.

The term “purchaser” shall mean The WKCIC Group.

The term “supplier” shall mean the person, firm or company to whom the purchase order or contract to supply is issued.

The term “purchase order” shall mean the purchase order or contract placed by the purchaser with the supplier for the supply & or installation of goods or services.

The term “goods” includes all goods or services to be supplied by the supplier under the purchase order or contract and includes any labels, instructions or handbooks relating to the goods.

The term “contract” shall mean the contract between the purchaser and the supplier consisting of the purchase order, these conditions of purchase, any other documents (or parts thereof) referred to in the purchase order and the Suppliers acceptance of said purchase order and only the terms and conditions as detailed herein.

The term “date for delivery” shall mean the date for delivery & installation as agreed in this contract and stipulated on the purchase order.

The term “contract price” shall mean the sum stated in the purchase order to be paid by the purchaser to the supplier in accordance with the agreed payment terms.

References to statutes shall include amendments thereto.

**Variation or waiver**

Neither the purchaser nor the supplier shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf. Any failure by the purchaser to insist at any time upon the performance of any of the terms provisions or undertakings of the supplier contained in the contract or to exercise any rights there under shall not constitute or be construed as a waiver thereof or a relinquishment of the purchasers rights to require the future performance of any such term, provision or undertaking but the obligation of the supplier with regard to the same shall continue in full force & effect.

**Specification, Description, Sample**

The goods will be in conformity with the specifications, drawings, samples or other descriptions of the goods contained or referred to in this contract & provided with the tender documentation.

**Quality**

The goods will be of satisfactory quality and free from defects in material or workmanship as defined in the Sale & Supply of Goods Act 1984 including all the aspects of quality as listed in s.14 (2) (B) of the said act.

**Fitness for Purpose**

If the purpose for which the goods are required is made known to the supplier expressly or by implication the goods shall be fit for that purpose. The supplier warrants that none of the goods or services delivered under this agreement contravene The Modern Slavery Act 2015 (Transparency in Supply Chains) Regulations 2015.

**Patents**

The supplier shall indemnify the purchaser from and against all costs, claims, proceedings or demands in respect of any infringement of patent, registered design, trade mark, copyright or other intellectual property right arising out of the sale or use of any goods supplied under this contract, provided always that the supplier shall not be required to indemnify the purchaser against such infringements where the goods are supplied to the particular design or specification of the purchaser.

**Price**

The prices stated in this order are firm and include VAT as detailed. The price shall be inclusive of all packaging, shipping, carriage, insurance and delivery costs under this contract.

**Delivery**

The goods must be delivered carriage paid and within normal business hours to such destination as the purchaser may direct.

**Payment**

The purchaser shall pay for goods 30 days following receipt of invoice once goods have been accepted by the Purchaser.

**Termination**

The purchaser may cancel the purchase order at any time by issuing a notice of termination to the supplier. On receipt of such a notice, the supplier shall immediately cease work on the order.

**Risk**

The goods will be delivered at the supplier's risk.

**Time**

The time stipulated for delivery shall be of the essence. Should the supplier fail to complete the project on time, then the purchaser reserves the right to terminate the contract and procure the goods elsewhere at the original suppliers’ expense.

**Property**

The property in the goods shall pass to the purchaser when the goods have been delivered to the purchaser.

**Force Majeure**

Neither the supplier nor the purchaser shall be liable to the other for any failure to fulfil its obligations under the contract if such a failure is caused by circumstances beyond its reasonable control.

For the purpose of the contract the term Force Majeure shall mean:

a). War & hostilities (whether war be declared or not) invasion, act of foreign enemies, mobilisation, requisition or embargo.

b). Rebellion, revolution, insurrection, military or usurped power or civil war.

c). Riot, commotion or disorder except where solely restricted to employees of the supplier or its nominated sub contractors or sub suppliers.

d). Earthquake, flood, fire or other natural physical disaster except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming force majeure.

e). A general industrial dispute not limited to the employees of the supplier or the employees of any of its sub contractors or sub suppliers.

If either party considers that any circumstance of Force Majeure has occurred which may affect materially the performance of its obligations then he shall forthwith notify the other in writing to that effect giving full details of the circumstances giving rise to the Force Majeure event.

Neither party shall be considered to be in default of its obligations under the contract to the extent that it can establish that the performance of such obligations is prevented by any circumstance of Force Majeure which arises after the date of the contract and which was not foreseeable at the date of the contract.

If the performance of the obligations of either party under the contract is so prevented by circumstances of Force Majeure and shall continue to be prevented for a period less than 30 days, then during that period the contract shall be considered as suspended. Upon the ending of the Force Majeure event, the contractual obligations of the parties shall be reinstated with such reasonable modifications as to take account of the consequences of the Force Majeure event as may be agreed between the parties, or in default of such agreement, as may be determined by an independent arbitrator. If performance of the obligations of either party under the contract is so prevented by the circumstances of Force Majeure and shall continue to be so prevented for a period in excess of 30 days, then the contract shall be terminated by mutual consent and, subject to the clauses detailed below, neither party shall be liable to the other as a result of such termination. If the contract is so terminated then subject to the transfer to the purchaser of the benefit referred to in the sub clause below the purchaser shall pay to the supplier such reasonable sum as may be agreed between the parties or in default of any agreement as may be determined by expert determination in respect of costs incurred and commitments already entered into by the supplier at the date of the Force Majeure notice, less the amount of any payments already made to the supplier at the date of the Force Majeure notice. If the amount of such advance payments made to the supplier exceeds the sum due to the supplier under this sub clause then the supplier shall repay the balance to the purchaser.

The supplier shall transfer to the purchaser the benefit of all work done by him or his sub contractors and sub suppliers in the performance of the contract up to the date of the Force Majeure notice, and if applicable it shall

include the rights in any licensed and developed software and licensed firmware so far as the rights in the same have accrued to the purchaser prior to the Force Majeure notice or will do so on payment under the sub clause above.

**Rejection**

If any of the goods, or the packages containing the same, do not comply with the order or with any term of this contract including quantity, quality or description, the purchaser may reject those goods or any part of them at any time after delivery, irrespective of whether the purchaser has accepted them. Any acceptance of such goods by the purchaser shall be without prejudice to any rights that the purchaser may have against the supplier. The purchaser may return any rejected goods, carriage forward, to the supplier at the risk of the supplier.

**Indemnity**

The supplier shall indemnify the purchaser against all claims, cost, expense, loss or damage whether direct or consequential which the purchaser may suffer howsoever arising from the supplier's breach of any of its obligations under this contract.

**Non‐Delivery**

If the supplier does not deliver the goods or any part thereof within the time specified in the contract, the purchaser may terminate the contract, purchase other goods of the same and similar description to make good

such default, and recover from the supplier the amount by which the cost of so purchasing other goods exceeds the price which would have been payable to the supplier in respect of the goods replaced by such purchase, without prejudice to any other remedy for breach of contract.

**Assignment and Subcontracting**

The supplier shall not assign or transfer the whole or part of this contract or subcontract the production or supply of any goods to be supplied under this contract without the prior written consent of the purchaser.

**Defects Liability Period**

The supplier shall without delay and without cost to the purchaser repair or replace at the purchasers option any of the goods which are or become defective within a period of 18 months from delivery or 12 months from putting into service, whichever shall be the shorter, due to faulty workmanship or materials or faulty design, if the supplier is responsible for design, errors in instructions, labels or handbooks or any other breach by the supplier of his obligations under the contract or at law whether expressed or implied.

Any goods so replaced or repaired shall be subject to the same obligations for a further defects liability period of 12 months from their re‐delivery after repair or replacement.

If the supplier shall fail to repair or replace such defective goods the purchaser shall have the right to have the work of repair or replacement undertaken by others and to recover the costs of so doing from the supplier.

The supplier shall further be liable to the purchaser for all direct damages sustained by the purchaser arising out of the said defects in the goods up to a limit of liability stated in the purchase order or if no such limit is stated the contract price.

**Direct & Consequential Damages**

If either party fails to perform its obligations under the contract then that party shall be liable to the other for the damages arising directly and naturally in the ordinary course of events from the breach of the contract concerned.

**Insolvency & Bankruptcy**

If the supplier becomes insolvent or bankrupt (or being a company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) the purchaser may without prejudice to its rights, terminate the contract forthwith by notice to the supplier or to any person in whom the contract may have become vested.

**Copyright**

All copyrights to any matter shall remain the property of the purchaser. Should the contract be terminated or at the end of the contract term all copyright material will be passed to the purchaser at their request. This shall include all patents, design rights, trade mark or other intellectual property rights.

**Freedom of Information Act**

For the purposes of this clause:

FOI Act Means the Freedom of Information Act 2000 and any subordinate legislation made under the Act or any code issued pursuant to sections 45 or 46 of that Act or any guidance issued by the Information Commissioner:

“Information” means all records and information of any sort obtained, created, collected or held by the purchaser in relation to the agreement and:

“Information Request” means a request for information within the meaning of section 8 of the FOI Act.

The supplier acknowledges that the purchaser is subject to the FOI Act and agrees to assist and co‐operate with the purchaser to enable the purchaser to comply with its obligations under the FOI Act.

The supplier acknowledges that the purchaser may be obliged to comply with its obligations under the FOI Act without informing or consulting the supplier.

The purchaser shall be responsible for determining whether and to what extent any of the exemption provisions in Part II of the FOI Act apply in relation to an information request.

The supplier shall comply with any such determination by the purchaser.

The supplier shall ensure that any sub‐contract it enters into in relation to this contract contains a condition in similar terms to this condition 22 whereby the sub‐contractor acknowledges the purchasers responsibilities under the Act and agrees to co‐operate with the purchaser so that these responsibilities can be discharged.

**Rights of Third Parties**

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

**Entire Agreement**

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

**Law**

The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English courts. English law shall be the applicable law of the contract.

GCP (FEB 2017)

Appendix E

#### THE WKCIC GROUP

**CURRENT EQUIPMENT SCHEDULE**

|  |  |
| --- | --- |
| **Description** | **Quantity in Deployment** |
| J2 615 1G RAM SSD HD 15” Touch Screen Terminal with MSR | 13 |
| J2 Cash Drawer | 7 |
| Epsom TM8811 Thermal Printer | 10 |
| Epsom TM-U220 Impact Autocutter Order Printer | 4 |