

# The University of Manchester

Tender Reference:

2025-3095-DCESP-VP-MW

Tender for Digital Customer Experience Strategy Partner

## PART A – BACKGROUND AND INSTRUCTIONS

**Note:** No response is required to any part of this document; it is for information only.

The University of Manchester no longer meets the criteria of a 'body governed by public law' and is therefore not considered a contracting authority for the purposes of the Public Contracts Regulations 2015 and/or any replacement legislation. As a result, the University of Manchester will no longer be subject to the regime contained in The Public Contracts Regulations 2015 and/or any replacement legislation with effect from 1 August 2023. However, as an institution founded for the public good, an exempt charity and an organization in receipt of public funds, the University has a duty to manage expenditure in an appropriate manner and aims to deliver value for money across its non-pay spend by adhering to good procurement practice.

**The tendering process is being managed and administered by:**

The Central Procurement Office

The University of Manchester

Directorate of Finance

John Owens Building

Oxford Road

Manchester

M13 9PL

## A. Guidance on the Tendering Process

### **Note on Terminology**

*Throughout this documentation the following terms are used:*

*'The University', 'Us', 'Our' or 'We' refers to The University of Manchester and any of its constituent parts including subsidiary companies;*

*'Tenderers', 'Suppliers', 'Organisations', 'You' or 'Your' refers to any individual, partnership, firm, company, organisation etc. considering making a bid or submitting a tender.*

We have tried to keep this document jargon free but where specific legal caveats are provided they are prefaced as follows with text in italicised font: '**Please note: text**'. Essential legal and contractual information is contained in Section 5.

### **1. The Purpose of this Tender**

1.1 The Tender Documentation Consists of the following and you should ensure that you have all the documents and that you understand them:

- Part A – Background and Instructions
- Part B – Not Used
- Part C – Tender Specification
- Bidders Response Document
- Pricing Schedule
- Terms and Conditions
- Due Diligence Form
- How to make a return using In-Tend
- Electronic Forms Online Questionnaires – Equality Questionnaire and Freedom of Information Questionnaire

1.2 This Guidance comprises the following sections. You should ensure that you read and understand it fully:

- Section 1: The Purpose of this Tender
- Section 2: Important Information about the University
- Section 3: How we will manage this tender
- Section 4: What you need to do to submit a response
- Section 5: General and Contractual Matters

1.3 The University of Manchester is embarking on an ambitious programme to redefine its external digital engagement. This initiative goes beyond a website design, aiming to create a seamless, personalised digital experience for diverse audiences, from prospective students to research partners and alumni.

We are looking for an experienced strategic partner to co-create a long-term roadmap and target operating model that sets us up for success. The strategy will help us advance our digital capabilities, integrate advanced technologies such as AI and CRM, and align with our Manchester 2035 vision. With a focus on user-centred design, accessibility and operational efficiency, this transformation will position the University as a global leader in digital innovation.

1.4 In order to appoint a suitable supplier for this purchase we are undertaking a competitive tender.

- 1.5 Your response should be submitted as detailed in this document which, together with any addenda that are issued by the University, are together referred to as the Invitation to Tender (ITT).

## 2. Important Information about The University

- 2.1 We encourage suppliers to bid for our requirements and aim to reduce barriers to doing business with us but we are bound by a number of regulatory requirements, as well as our business objectives, and this section explains how these affect this tender.
- 2.2 The University is a Chartered Corporation established by Royal Charter in 2004, and has exempt charity status under the Charity Act 1993; our objects, set out in the Royal Charter are 'to advance education, knowledge and wisdom by research, scholarship, learning and teaching, for the benefit of individuals and society at large'.
- 2.3 We are subject to a number of specific legal requirements:
- The University is subject to the **Freedom of Information Act 2000** which means that third parties have legally enforceable rights of access to information held by us, and we are, subject to certain limited exceptions, required to release information we hold. This may include information you submit as part of this tender (see additional information in Section 5).
  - The University is subject to the **Equality Act 2010** and requires that any suppliers that we do business with to comply with statutory obligations under this Act and display appropriate practices, of not treating any group of people less favourably than others in relation to recruitment, remuneration, training and promotion.
- 2.4 We expect our suppliers to conform to any applicable legislation and work with us to demonstrate excellent practice throughout the supply chain.
- 2.5 Other requirements:
- 2.5.1 As well as legal obligations the University expects organisations with which it does business to support our corporate aspirations, important areas of which are detailed below;
- **Equality and Diversity**
    - We aim to create a culture of diversity within our community, and are committed to providing an environment free from direct or indirect discrimination, harassment, or victimization where all staff, students and visitors are treated with respect and dignity. Details of our approach can be found at:  
<http://www.staffnet.manchester.ac.uk/services/equality-and-diversity/>
    - Where equality issues are a core requirement of the tender they may form a specific part of the evaluation criteria. Where this is the case they will be given due importance, will be clearly highlighted and you will be expected to demonstrate compliance with the requirement.
    - For every tender we require all tenderers to complete an equality questionnaire as part of their submission for a University contract. Failure to complete this in full or to complete it satisfactorily may result in disqualification from a tender.
  - **Sustainability and Social Responsibility**

- We take sustainability and social responsibility seriously and it is one of the core goals embodied within our Strategic Vision: <http://www.manchester.ac.uk/discover/vision/>.
- This commitment is underpinned by ambitious environmental: <http://www.sustainability.manchester.ac.uk/> and social: <http://www.manchester.ac.uk/discover/social-responsibility/> programmes aimed at making a real difference as a result our teaching, research and public engagement activities.
- Our procurement actively supports these aims. The Central Procurement Office is committed to excellent and responsible procurement as outlined on our website: <http://www.procurement.manchester.ac.uk/>. This is an evolving set of documentation and processes that recognise the impact that the University's spending has and seeks to maximise the positive impacts whilst minimising the negative and harmful effects of our spending.
- We expect firms to conform to any applicable legislation and work with us to demonstrate excellent practice throughout the supply chain. In particular we are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our activities. As part of this commitment we have adopted an Anti-Slavery and Human Trafficking Policy and issue a Modern Slavery Statement annually in line with the Modern Slavery Act 2015. We have a zero-tolerance approach to modern slavery and expect the same from our suppliers and their supply chains. See our website: <http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=30513>
- Sustainability and social responsibility practice form part of every contract and may be evaluated at the selection and evaluation stage of any contract; their importance will be clearly highlighted and you will be expected to demonstrate compliance with the requirement.

### 3. How we will Manage this Tender

3.1 This section explains how we will manage this tender process.

#### 3.2 Information we provide

3.2.1 All information we provide, as part of this tender, is in good faith, and is believed to be correct at the time of issue.

**Please note:** *we will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to fraudulent misrepresentation made by or on behalf of the University.*

3.2.2 You should ensure that you have all the information required to prepare and respond to this tender and that you are satisfied that you understand fully all the terminology used in the tender documentation (See 3.6 below).

**Please note:** *You are responsible for analysing and reviewing all information provided to you as part of this procurement process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the University promptly of any perceived ambiguity, inconsistency or omission in this Invitation to Tender and/or any of its associated documents and/or in any information provided to you as part of this procurement process.*

#### 3.3 Contacting us

3.3.1 All communications should be directed through our electronic tendering system (In-Tend). We will respond to any communications promptly.

#### **Technical and Procurement Information**

Technical/procurement enquiries should be sent through the In-tend electronic tendering system <https://in-tendhost.co.uk/manchesteruniversity> Should you have any difficulties please email [procurement@manchester.ac.uk](mailto:procurement@manchester.ac.uk)

**Please note:** *On no account are you to contact or communicate with any other person involved in work concerning this Invitation to Tender about any aspect of this tendering exercise unless the University redirects the enquiry or otherwise invites such contact. Failure to comply with this requirement could result in disqualification from this procurement.*

#### 3.4 Proposed Timetable

3.4.1 We plan to conduct the tender process according to the following timetable.

**Please note:** *this timetable is indicative only and is not binding on the University.*

3.4.2 Timetable:

	Event	Date	Further Details
1	Publication of Requirement	19/12/2024	

	<b>Event</b>	<b>Date</b>	<b>Further Details</b>
<b>2</b>	UoM host a supplier online briefing event(s) to enable urgent response to any clarification sessions. Suppliers should inform the University via In-Tend if they would like to attend this session. Following the session a copy of all questions and responses will be circulated via the clarification section of the portal.	7 <sup>th</sup> January 09.00-10.00 (online)	
<b>3</b>	Last date for raising clarification on unworkable terms and conditions	10/01/25	See 5.1 below
<b>4</b>	Issue of any consolidated amendments to terms and conditions	14/01/25	See 5.1 below
<b>5</b>	Deadline for receipt of Clarification Requests (Clarification Deadline)	14/01/25	See 3.6 below
<b>6</b>	Deadline for University's response to Clarification Requests	15/01/25	See 3.6 below
<b>7</b>	Deadline for receipt of Final Tenders (Tender Return Date)	17/01/25	See 4.2 below
<b>8</b>	Clarification and evaluation of Final Tenders	20/01/25 - 24/01/25	See 3.6, 3.7, 3.8, 3.9 and 3.10 below
<b>9</b>	Presentation and any further clarification (if required)	28 <sup>th</sup> January 2025 Morning	See 3.11 below
<b>10</b>	Notify tenderers of tender outcome	04/02/25	See 3.12 below
<b>11</b>	Contract signature	14/02/25	
<b>12</b>	Publication of Contract Award Notice (if required)	Last week Feb / early Mar	
<b>13</b>	Contract Start Date	Mid- Mar 2025	

Any known University closures or dates when colleagues are unavailable are noted below (if blank there are none).

<b>University Closure Dates</b>	21 <sup>st</sup> December 2024 to 1st January 2025 (inclusive)
<b>Availability of key personnel</b>	As above

### 3.5 Changes during the Tender

#### 3.5.1 We reserve the right to make changes to this tender at any time.

**Please note:** *At any time prior to the Tender Return Date, the University may modify or amend the Invitation to Tender. Any such amendments will be issued to all Tenderers, and if appropriate to ensure Tenderers have reasonable time in which to take such amendment into account, the Tender Return Date shall, at the discretion of the University, be extended. Your Tender must comply with any amendment made by the University in accordance with this paragraph or it may be rejected.*

#### 3.5.2 We will not, except under exceptional circumstances, extend or change the date or time for the submission of tender returns.

### 3.6 Clarifications

#### 3.6.1 If you require clarification on any aspect of the tender you should contact us by the deadline stated in the tender timetable.

**Please note:** *The University is under no obligation to respond to clarification requests received after the Clarification Deadline.*

#### 3.6.2 Your request should clearly reference the appropriate paragraph in the Invitation to Tender documentation. Where possible you should request clarifications only once you have fully read the tender documentation and submit all clarifications as a consolidated request rather than sending a number individually.

#### 3.6.3 Where you request a clarification that may be applicable to all bidders we may share the response generally. If your request is specific to you only, our response will be issued only to you.

**Please note:** *The University reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the University considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the University responding to all potential suppliers.*

#### 3.6.4 We may request further information from you to either confirm our understanding of your submission or to verify what you have said.

**Please note:** *The University may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the University by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this tender.*

### 3.7 Evaluation of Tenders

#### 3.7.1 Scoring will be carried out by an evaluation team which will consider all tenders correctly submitted.

#### 3.7.2 We will consider all submissions in two distinct stages:

- 1) Due Diligence Form i.e. do you have the economic and financial, technical or professional ability to meet our need

**Please Note:** *Progression to consideration of your formal bid will be dependent upon successfully passing this stage. You should satisfy yourself that any information requested to allow us to undertake selection has been provided. Failure to do so may result in your submission being rejected before any evaluation of the bid itself.*

- 2) Evaluation i.e. how well and at what price will our need be met.

**Please Note:** *There will be an initial review at this stage, and any Tender not meeting mandatory requirements or constraints (if any) will be rejected at this point and will not be assessed or scored further.*

### 3.8 Scoring

- 3.8.1 Unless stated otherwise, submissions will be scored using the scoring methodology in the table below:

Score	Description	Details
5	Excellent	A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior.
4	Good	A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete.
3	Satisfactory	A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient.
2	Marginal	A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard.
1	Poor	A response that almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as poor or without merit.



Score	Description	Details
0	Unsatisfactory	A response that does not address any of the University's tender requirements.

3.8.2 We expect your submission to contain your best and final offer in terms of price.

3.8.3 Price information will be assessed on the basis of value offered, on a whole life basis, with the lowest cost options attracting the highest marks. If a budget is stated bids will be ranked and scored based on cost in descending order. Full details of the price evaluation are contained in the accompanying spreadsheet.

3.8.4 We may reject any tender where the price for the goods and/or services is considered by the University to be abnormally low.

3.8.5 Delivery/completion dates will be ranked in descending order earliest to latest and scored either in relation to any required date stated within the tender, or in relation to each other. The highest marks will be awarded to the earliest delivery/completion dates.

### 3.9 Award Criteria

3.9.1 The award will be made on the basis of most economically advantageous tender received. The highest scoring tender will be successful.

3.9.2 The criteria to be applied are as follows:

Criteria	% Weighting
Proposition	20%
Engagement Plan	20%
Named Engagement Team (with CVs)	15%
References and Case Studies	15%
Environmental and Social	5%
Pricing Model	25%

### 3.10 Tie breaker

3.10.1 In the event that the Tenderers' scores are tied, a tiebreaker exercise will be conducted by the University. Those candidates who are tied will be separated by their scores received in the following sections (in order of precedence):

1) Quality

2) Price

### 3.11 Presentations

3.11.1 We may choose to hold presentations as part of the evaluation process. Full particulars will be issued in advance.

3.11.2 Any presentations will be held following an initial review and scoring of submissions. We will only invite the highest scoring firm/firms to any presentation.

3.11.3 Full details of the date, location and format will be issued. If invited, you will be expected to present on key elements of your submission along with any specific clarifications that we may have on your bid.

3.11.4 Your presentation will be scored on the day and the outcome used to moderate your existing score, either up or down, to produce your final overall tender score.

3.12 Notification of Outcome

3.12.1 When the evaluation team has completed its review of submissions received and scored them in line with the scheme detailed above we will formally announce our decision.

3.12.2 All organisations that submitted a bid will be notified in writing whether or not they have been successful; this communication will provide feedback on the bid submitted.

3.12.3 Feedback will be provided on the award of the contract. No other debriefing or feedback will be provided.

## 4. What you need to do to submit a Response

### 4.1. Preparation of your tender

- 4.1.1. You must respond to any applicable sections of the Due Diligence Form.
- 4.1.2. You should respond to each part of the tender requirement in Part C. Your response should be in a font no smaller than 10pt. Where a full response is not appropriate please indicate acceptance by use of the words '*acknowledged*' or '*compliant*'.
- 4.1.3. The tender and all accompanying documents must be in English.
- 4.1.4. Tender Prices and VAT:
  - a. Tender prices must be quoted in UK Sterling.
  - b. The prices quoted should exclude VAT. However, in many cases the University is unable to recover VAT paid and you must indicate clearly the extent to which the goods may be exempt from VAT or where VAT may be chargeable other than at the basic rate.
  - c. You should complete any Pricing Schedule attached. Provide a full breakdown of all items included, together with the cost of each item. You should also state the **total** price to be paid by the University for the goods/service to be supplied. (If the schedule is insufficient to detail all items please use additional sheets using the same format).
  - d. All details of the tender, including prices and rates, are to remain valid for acceptance for not less than 90 days from the tender return date.
- 4.1.5. We are not liable for any costs you incur in preparing and submitting a bid for this tender.

**Please Note:** *You are responsible for obtaining all information necessary for preparation of your Tender and for all costs and expenses incurred in preparation of your Tender. You accept by your participation in this procurement, including without limitation the submission of a Tender, that you will not be entitled to claim from the University any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your Tender is successful.*
- 4.1.6. The University of Manchester subscribes to the **In-Tend** software to allow online management of tenders and quotations. Unless advised otherwise all submissions and correspondence must be made using this system.
  - a. Registration for the system is free at: <https://in-tendhost.co.uk/manchesteruniversity>
  - b. You should **register your interest** in the project in order to receive documentation and be able to make anonymous returns via the system. You should monitor the website during the tender process in case new information, relating to the tender, is released. Any documentation (accounts, technical brochures etc.) that you have been asked to provide can be scanned and attached as part of your submission.
- 4.1.7. Your submission is not returnable. We will not return any part of your tender submission which will be retained to allow for full audit of this procurement process and its outcome.
- 4.1.8. If you are bidding as a prime contractor or as part of a consortium it is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by the tender conditions and the requirements of this Invitation to Tender.

### 4.2. Submitting your tender through In-Tend

4.2.1. Tender submissions should be made via In-Tend and comprise the following documents:

- A completed Due Diligence Form
- An Electronic Forms Online Questionnaires – Equality Questionnaire and Freedom of Information Questionnaire
- Your Submission/response
- A fully completed Pricing Schedule

Assistance on completing your submission through In-Tend can be found on the Central Procurement Office web-pages (which you are encouraged to read in advance of your submission):  
<https://documents.manchester.ac.uk/display.aspx?DocID=23188>

You are not required to submit any other material, unless specified elsewhere within this document.

4.2.2. Tender Return Date:

- a. The tender must be received by the University no later than **12:00 17<sup>th</sup> January 2025**.
- b. Any tender submitted after the expiration of this deadline may be rejected unless the University considers, in its absolute discretion, that there are good reasons for extending this deadline.

4.3. Submitting information outside In-Tend

4.3.1. You should not submit any documentation in hard copy, or outside the In-Tend system unless you are specifically requested to do so.

4.3.2. Tenders received by any other method will not be considered.

4.4. Your Submission

4.4.1. When you submit a tender you warrant the following:

- a. It is a *bona fide* tender intended to be competitive.
- b. The prices in the tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other tenderer or with any competitor.
- c. Unless otherwise required by law, the prices which have been quoted in the tender have not knowingly been disclosed by you, directly or indirectly, to any other tenderer or competitor, nor will they be so disclosed.
- d. No attempt has been made nor will be made by you to induce any other person or firm to submit, not to submit or to withdraw a tender for the purpose of restricting competition.
- e. That you will, and that you will ensure any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable University policies relevant to the goods and/or services being supplied.

4.4.2. Your tender is submitted on the basis that you consent to the University carrying out all necessary actions to verify the information you have provided, and, where we deem it appropriate the analysis of your Tender being undertaken by one or more third parties commissioned by us for such purposes.

## 5. Contractual Matters and General Tender Conditions

### 5.1. Contractual Matters

- 5.1.1. This section provides general information and details on the proposed contract along with the format of any agreement that results from this tender.

**Please Note:** *In participating in the procurement process and/or by submitting a Tender it will be implied that you accept and will be bound by all the provisions of this Invitation to Tender and it's supporting and associated documents. Accordingly, Tenders should be on the basis of and strictly in accordance with the requirements of this Invitation to Tender.*

- 5.1.2. We aim to enter into contracts that are fair and reasonable to both parties and the terms and conditions attached are our preferred terms to apply to this tender which we would expect to apply without further negotiation or amendment.

- 5.1.3. You should not generally propose alternative terms, or comment on the enclosed. We do recognise that there may be certain circumstances where parts of these terms may prevent you from submitting a bid; in such circumstances you may:

- a. Choose to withdraw from the process, or;
- b. Propose alternative clauses but only for those sections of the terms that create either a legal or commercial barrier to your participation in the tender.

- 5.1.4. Any contract arising from the bid will be subject to the University of Manchester Terms and Conditions attached alongside this tender. **Please note due to the urgency of the services the University does not expect any further negotiations or amendments to the Terms and Conditions issued.** Suppliers should only propose alternative terms to terms that would prevent your organisation from being able to participate in the tender exercise. If the terms attached to the tender make it unworkable for you i.e. **you are unable to provide a commercially viable bid** based on the terms and conditions you should raise a clarification as outlined below. We will not accept minor changes of wording.

- 5.1.5. There is a limited time available within the timetable to allow for this and you should make sure that you allow for this and respond as requested below.

- 5.1.6. You should clearly mark your clarification: 'Comments on Proposed Terms' and attach them in a table in MS Word in the following Format:

Clause Ref.	Suggested Amendment	Reason for Amendment

- 5.1.7. You must only use this for changes to contractual clauses that prevent you from submitting a bid. Where there are industry specific terms, bids should be submitted based on the issued terms and conditions. However, we recognise that in certain circumstances there are specialist supply, so provided they do not conflict with the issued terms and conditions, we will consider supplementary terms and conditions proposed by a tenderer covering specialist areas and issues that are not otherwise covered in issued terms and conditions. These **MUST** be submitted by the deadline for requesting changes to the terms and conditions;

- a. for the avoidance of any doubt, this does not mean that tenderers should submit their own standard terms and conditions in place of the issued terms and conditions; any additional terms and conditions proposed by a tenderer should cover areas and issues not already incorporated within the issued terms and conditions;

5.1.8. We will review and consider all comments received, and where proposed changes are deemed to be acceptable they will be published through In-Tend, by the stated deadline, and apply to all tenderers. **Individually agreed terms will not be acceptable.**

5.1.9. Where both the original drafting and an amendment are acceptable and workable to the University, we shall publish the amendment as an alternative and your response should indicate your preference for either the original or the amendment.

**Please Note:** *Any amendments which are proposed, but not approved by the University through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.*

5.1.10. Any contract arising from the tender will compromise the following:

- Contract/Terms and Conditions
- Specification
- Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on)
- A pricing model (as completed by the Tenderer)
- Responses to requirements **OR** method statement questions (as completed by the Tenderer).

## 5.2 Application of General Tender Conditions

5.2.1 In participating in the procurement process and/or by submitting a Tender it will be implied that you accept and will be bound by all the provisions of this Invitation to Tender and its supporting and associated documents. Accordingly, Tenders should be on the basis of and strictly in accordance with the requirements of this Invitation to Tender.

## 5.3 Confidentiality

5.3.1 Information supplied to you by the University, including this Invitation to Tender and all other documents relating to this procurement process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this procurement process and/or prepare your Tender) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

5.3.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this procurement process other than for the purposes of preparing and submitting a Tender. There must be no publicity by you regarding the procurement process or the future award of any contract unless the University has given express written consent to the relevant communication.

5.3.3 This Invitation to Tender and its accompanying documents shall remain the property of the University and must be returned on demand.

5.3.4 The University further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this procurement process, you agree to such disclosure and/or publication by the University in accordance with such rights reserved by it under this paragraph.

## 5.4 Freedom of Information

5.4.1 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies, including the

placing of contract award notices on the Contracts Finder database, apply to the University (together the "**Disclosure Obligations**").

- 5.4.2 You should be aware of the University's obligations and responsibilities under the Disclosure Obligations to disclose information held by the University. Information provided by you in connection with this procurement process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the University under the Disclosure Obligations, unless the University decides that one of the statutory exemptions under the FOIA or the EIR applies.
- 5.4.3 Tenders are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the University's instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the University's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.
- 5.4.4 Information on Freedom of Information at the University can be found at: <http://www.manchester.ac.uk/discover/governance/freedom-information/>
- 5.4.3 Detailed information on the Freedom of Information Act and the exemptions under the legislation are available from the Information Commissioner: <https://ico.org.uk/>
- 5.5 Confidentiality under the FOIA
- 5.5.1 If you wish aspects of your tender to be confidential you must follow the guidance below.
- 5.5.2 Provide clear and specific detail as to:
- The precise elements which are considered confidential and/or commercially sensitive;
  - Why you consider an exemption under the FOIA or EIR would apply; and
  - The estimated length of time during which the exemption will apply.
- 5.5.3 The use of blanket protective markings of whole documents such as "commercial in confidence" will not be sufficient. By participating in this procurement process you agree that the University should not and will not be bound by such markings.
- 5.5.4 In addition, marking any material as "confidential" or "commercially sensitive" or equivalent should not be taken to mean that the University accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the University, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this procurement process and/or submitting your Tender, that all information is provided to the University on the basis that it may be disclosed under the Disclosure Obligations if the University considers that it is required to do so and/or may be used by the University in accordance with the provisions provision of this Invitation to Tender.
- 5.6 Right to Cancel or Vary this Procurement Process
- 5.6.3 The University expressly reserves the right to:
- Not award any contract as a result of the procurement process commenced by publication of the notice relating to this contract;
  - Accept any part, or all, of any tender or tenders unless the tenderer expressly stipulates in the tender that this is not acceptable;

- c. Not undertake to accept the lowest tender, or part, or all of any tender, and the acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the University and the tenderer;
  - d. Make whatever changes it may see fit to the content and structure of the tendering competition;
  - e. Award (a) contract(s) in respect of any part(s) of the goods, services or works covered by the notice relating to this contract; and
  - f. To award contract(s) in stages.
- 5.6.4 Subject to paragraph 5.10 below the University will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

#### 5.7 Rejection of Tender or Other Documents

- 5.7.1 The University expressly reserves the right to reject a tender or any other document we request which:
- a. Contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
  - b. Does not reflect and confirm full and unconditional compliance with all of the documents issued by the University forming part of the Invitation to Tender;
  - c. Contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the University in any way;
  - d. Is not submitted in a manner consistent with the provisions set out in this Invitation to Tender;
  - e. Contains information which is inconsistent with answers already given in the any Due Diligence Form completed as part of this procurement process or;
  - f. Is received after the Tender Return Date.

#### 5.8 Disqualification

- 5.8.1 The University shall be entitled to reject your Tender in full and to disqualify you from this procurement process where:
- a. You breach these Tender Conditions;
  - b. If there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this procurement process;
  - c. If any other circumstances set out in this Invitation to Tender, and/or in any supporting documents, entitling the University to reject a Tender apply;
  - d. And/or if you or your appointed advisers attempt:
    - i. to inappropriately influence this procurement process;
    - ii. to fix or set the price for goods or services;
    - iii. to enter into an arrangement with any other party that such party shall refrain from submitting a Tender;
    - iv. to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
    - v. to collude in any other way;



- vi. to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this procurement process; or
- vii. to obtain information from any of the employees, agents or advisors of the University concerning this procurement process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response.

5.8.2 Subject to paragraph 5.10 below, by participating in this procurement process you accept that the University shall have no liability to a disqualified potential supplier in these circumstances.

#### 5.9 Consortium Members and Subcontractors

5.9.3 It is your responsibility to ensure that any staff, consortium members, subcontractors and advisers abide by these Tender Conditions and the requirements of this Invitation to Tender.

#### 5.10 Liability

5.10.1 We will have no liability for any losses, costs or expenses caused to you as a result of any termination, suspension, amendment or variation.

5.10.2 Nothing in these Tender Conditions is intended to exclude or limit the liability of the University in relation to fraud or in other circumstances where the University's liability may not be limited under any applicable law.

# The University of Manchester

Tender Reference:

2025-3095-DCESP-VP-MW

Tender for Digital Customer Experience Strategy Partner

**PART B – Not Applicable for this project.**