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| **Request for Quotation (RFQ)** |

**Website Rebuild:**

**A \*WCAG 2.1 AA (Web Content Accessibility Guidelines) Compliant Website for Plymouth Marjon University**

RFQ Released: 12th December 2019

Deadline for Tender Clarifications/Questions: 6th January 2020 TIME 17:00

Deadline for Submission of Quotes: 9th January 2020 @ 12:00 (midday)

\* **The full name of the new regulations is the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018.**

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1. **Introduction**

Plymouth Marjon University has a long history of education excellence. It was founded in London as the UK’s first teacher training institute, and in 2020 will celebrate its 180th anniversary. The University is based on a green and spacious campus close to the beautiful South West coast of Devon and Cornwall, the city of Plymouth and Dartmoor National Park.

We celebrate a string of recent good news, we are ranked first in the South West and third in England for Courses and Lecturers in the WhatUni Student Choice Awards 2019. We were ranked the top university in England for Teaching Quality, and in the Top 10 for Student Experience, by the Times and Sunday Times Good University Guide 2019 and 2020; and entered the Top 10 for Social Inclusion in 2020.

Our Values are at the heart of everything we do. They were developed by our staff, are inspired by the stories of our students, by our history and by our hopes and ambitions for the future.

They encourage both the ability and the aspiration to improve lives for all:



In addition, we have a growth plan with three key themes: 1. Proud to be Marjon, 2. Centred on Student Success and 3. Building a Vibrant Future.

1. **The Purpose of this Request for Quotation (RFQ)**

What we need….

Plymouth Marjon University wish to appoint a supplier who can design, build and support a website that satisfies new regulations which came into force on 23rd September 2018; (The Public-Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018). This website will replace the existing one at [www.marjon.ac.uk](http://www.marjon.ac.uk), we’ll work with the supplier to create new content as necessary but this is mostly about making the existing content accessible, ensuring a good user experience for all our visitors.

These regulations require Marjon to present and convey key information and messages to as many people as possible including those with impaired vision, motor difficulties, cognitive impairments, learning disabilities, deafness and or impaired hearing. The regulations require Plymouth Marjon University to have a compliant website by 23 September 2020.

Please click here for the full WCAG 2.1 specification: <https://www.w3.org/TR/WCAG21/>

**Where are we now?**

We started development of the existing Marjon website in Autumn 2015 and our work has been informed by multiple rounds of user testing. In this time

we’ve introduced:

* New branding
* New homepage – focused on expressing the Marjon brand values
* Streamlined site-wide navigation including reduced menu options and new signposting pages
* Course pages containing richer content
* Tuning of the on-site search engine and redesigned search results pages
* More extensive staff profiles
* Improved form UX to drive key actions, like open day bookings and prospectus requests
* SEO code enhancements and content fixes

The results were as follows:

✔ A step change in course page views

✔ A step change in Open Day bookings

✔ A website that communicates the Marjon values

✔ A website won the bronze award from HEIST for the ‘Best Higher Education

Website’ in 2019.

Our website is not perfect, but it is sector leading. We need a new website that keeps us sector-leading and enables us to grow our online audience. We see two levers for this; the first is that the website that is accessible to more users, the second is that rebuilding it is an opportunity to grow usage through SEO.

The website uses the T4 Content Management System. It comprises approx. 70 content templates (hero image, general text, course page, text on coloured background, staff profile etc) which can be combined in various ways. There are approx. 2000 pages. The on-site search is provided by Funnelback. Both T4 and

Funnelback are major investments and it is not possible to replace either as part of this project.

The team is a small one, one Digital Marketing Manager and one Web Services Manager, both with other responsibilities beyond the website. A hundred or so staff can edit the website via T4, most are occasional users. When it comes to the website we have big ambitions and a love of agile and creative approaches!

**What next?**

The next step of the journey is to ensure that the website is accessible to all users, especially those with disabilities (which is an estimated 19% of users). We want to design and build a fully accessible website from the ground up, rather than retro fitting a four-year old website. By creating clean code, we can create a better performing website. We see this project as a chance to take steps forward in terms of accessibility, UX and SEO, encompassing both established SEO and emerging SEO opportunities such as Voice Search.

As explained above our content and structure are in pretty good shape. This project is primarily about repurposing our existing content into a new website, in ways that enable us to reach more users and grow.

**Value of the Contract**

The estimated value of the Contract including VAT is £30,000.00. Details of potential expenditure are given in good faith as a guide to assist Tenderers in submitting their Tenders. Any estimated value is not an undertaking on behalf of Plymouth Marjon University to purchase the Services to this or any other particular-value and shall not create a binding obligation unless specifically stated within the Contract.

**Contract Term**

Plymouth Marjon University proposes to enter into a “Contract” with an initial period of 1 year, and an option to unilaterally extend for up to a further 2 years in two 12-month extension periods. This term is subject to any termination rights contained within the Contract.

# SECTION 1: Key information

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| F:\ICONS GMRFx\Icons_Location.png | * 1. **Context**  1. This Request for Quote (RFQ) is an invitation to suppliers to submit a Quote for the design, support and delivery of A WCAG 2.1 (The Web Content Accessibility Guidelines) compliant Website. 2. This RFQ is a single-step procurement process. |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Calandar.png | * 1. **Our timeline**   It is the intention of Plymouth Marjon University, that this procurement will follow a clear, structured and transparent process at all times and that all Tenderers will be treated equally.  Set out below is the proposed timetable. This is intended as a guide and whilst Plymouth Marjon University does not intend to depart from the timetable it reserves the right to do so at any stage.  Initial expected timescales are:   1. Steps in RFQ process:  * Publication and issue of the Request for Quotation 12th December 2019 * Deadline for suppliers’ questions (Deadline for Questions):   Date: 6th January 2020   * Anticipated date for Marjon to answer suppliers’ questions:   Date: 7th January 2020   * **Deadline for Quotes:**   **Date: 9th January 2020 Time: 12:00 (midday)**   * Evaluations Commence 10th January 2020 * Supplier Presentations 15th/16th January 2020 * Intention to Award letters issued 20th January 2020 * Anticipated Contract start date:   Date: week commencing 27th January 2020  Tenderers should note that this is an indicative timetable only and may be subject to change. Any changes will be communicated to all Tenderers as soon as possible via Contracts Finder. |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Contact book.png | * 1. **How to contact us**  1. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact. 2. Our Point of Contact   Email: [Tenders@marjon.ac.uk](mailto:Tenders@marjon.ac.uk) |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Pencil.png | * 1. **Developing and submitting your Quote**  1. This is an open competitive RFQ process. The RFQ sets out the step-by-step process and conditions that apply. 2. Take time to read and understand the RFQ. In particular: 3. Ensure the Standard Selection Questionnaire is comprehensively completed and any accompanying information is provided in **Section 2** 4. develop a strong understanding of our Requirements detailed in [**Section**](#S2_Requirements) **3.** 5. in structuring your RFQ consider how it will be evaluated. **Section 4 describes our Evaluation Approach.** 6. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact. 7. In submitting your RFQ you must use the Response Form provided. You must also complete and sign the [declaration](#Suppliers_declaration) at the end of the Response Form. 8. You must use the pricing schedule template for your pricing information. 9. Check you have provided all information requested, and in the format and order asked for. 10. Having done the work don’t be late – please ensure you get your Quote to us before the [Deadline](#Closing_date) for Quotes! |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Home.png | * 1. **Address for submitting your Quote**   **ALL Quotes MUST BE submitted electronically via email to** [**tenders@marjon.ac.uk**](mailto:tenders@marjon.ac.uk)  **Each email MUST Include the following in the subject box ‘RFQ – the design, support and delivery of A WCAG 2.1 (The Web Content Accessibility Guidelines) compliant Website for** |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Key.png | * 1. **Our RFQ Process, Terms and Conditions**  1. Offer Validity Period: In submitting a RFQ the Respondent agrees that their RFQ will remain open for acceptance by the Buyer for 90 calendar days from the Submission Deadline. 2. This RFQ is subject to Plymouth Marjon University Terms and Conditions By submitting a Tender, Tenderers are agreeing to be bound by these Terms and Conditions of this RFQ and the form of Contract without further negotiation or amendment. **PLYMOUTH MARJON UNIVERSITY CANNOT NEGOTIATE WITH ANY TENDERER ABOUT THE TERMS AND CONDITIONS OF THE CONTRACT.** |
| F:\ICONS GMRFx\ICONS dark grey\Icons_Cut.png | * 1. **Later changes to the RFQ or RFQ process**  1. If, after publishing the RFQ, we need to change anything about the RFQ, or RFQ process, or want to provide suppliers with additional information we will let all suppliers know via email. |

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# SECTION 2: Standard Selection

# Questionnaire

The Standard Selection Questionnaire below is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

**Instructions for Completion**

Suppliers are required to complete the Standard Selection Questionnaire below and submit it, together with any requested supporting information, to Marjon by the due date and time for return in accordance with the procedures set out in this document.

Suppliers should follow the instructions outlined below when completing this Standard Selection Questionnaire.

For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

For answers to Part 3 - If you are the lead organisation bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

Suppliers should answer all questions in full, as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Candidate’s organisation, this should be indicated, with an explanation.

The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated. Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses (e.g. a Non-Canvassing and Non-Collusion certificate (included at the end of this document), and the proofs of financial standing etc), within the specified timescale, may mean that a supplier is not invited to participate further in the procurement process. In the event that none of the responses are deemed satisfactory, Marjon reserves the right to terminate the procurement and where appropriate re-advertise the procurement.

Suppliers must be explicit and comprehensive in their responses to the Standard Selection Questionnaire as this will be the single source of information on which responses will be scored. Suppliers are advised neither to make any assumptions about their past or current supplier relationships with Plymouth Marjon University nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

Candidates’ attention is specifically drawn to the criteria allocated to the score of 7 in the table below, as this demonstrates that the technical and professional ability is met.  Candidates receiving a score of 4 will not be excluded from the assessment, but as the corresponding methodology advises receiving this level of score highlights capability reservations.

Accordingly, and if appropriate, Plymouth Marjon University may issue a point of clarification/verification to the candidate and subject to the response being satisfactory and received within the allotted time scale may further revise such scores.

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|  | Scoring Methodology |
| Score 0 | The supplier/candidate response has not addressed the component points regarding their capability. As a result of this, the response does not provide Plymouth Marjon University with the confidence that the supplier/candidate is capable of successful delivery – OR – A response has not been provided to this question. |
| Score 4 | The supplier/candidate response partially addresses the component points regarding their capability, illustrating that the supplier/candidate has some understanding of the component parts, which provides Plymouth Marjon University with little confidence that the supplier/candidate is capable of successful delivery. |
| Score 7 | The supplier/candidate response satisfactorily addresses the component points regarding their capability, illustrating that the supplier/candidate has an understanding of the component parts which provides Plymouth Marjon University with confidence that the supplier/candidate is capable of successful delivery. |
| Score 10 | The supplier/candidate response fully addresses all of the component parts regarding their capability, including factors that will offer added value, illustrating that the supplier/candidate has a comprehensive understanding of the component parts which provides Plymouth Marjon University with complete confidence that the supplier/candidate is capable of successful delivery. |

**For the avoidance of doubt, candidates that receive either a fail or a score of 0 in any of these questions/sections may not be considered further in this process.**

Please refer to the embedded document below for details on how tenderer responses will be evaluated.



**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

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| Section 1 | Potential supplier information | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. ppublic limited company 2. llimited company 3. llimited liability partnership 4. oother partnership 5. ssole trader 6. tthird sector 7. oother (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Vvoluntary Community Social Enterprise (VCSE) 2. Ssheltered Workshop 3. Ppublic service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-1)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[2]](#footnote-2)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[3]](#footnote-3)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

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| Section 1 | Bidding model | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐  No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

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| Section 1 | Contact details and declaration | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

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| Section 2 | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

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| Section 3 | Grounds for discretionary exclusion | |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

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| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Part 3: Selection Questions**[[4]](#footnote-4)

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| **Section 4** | **Economic and Financial Standing** | | |
|  | Question | Response | |
|  | To pass; the individual company must provide all the required information and be an acceptable financial risk for the University based upon the following assessment provided by ‘Creditsafe Company Report’ for an estimated contract value of £30,000.00  Economic and Financial Standing  Plymouth Marjon University reserves the right to use the services of an independent third party to assess your financial standing and offer a financial risk-based appraisal.  Within two working days of the closing date for submissions Plymouth Marjon University will undertake a credit check on your organisation which shall yield a score between 0 and 100. This score will be utilised by Marjon to identify the following risk factor posed to it by the organisation.   |  |  |  | | --- | --- | --- | | Score | Definition | Action | | 0-25 | Significant Risk | The organisation may not be suitable to progress with this Request for Quote and will be awarded a **Fail** and therefore eliminated from this process. | | 26-50 | High to Moderate Risk | Further evaluations of the financial information provided is required to identify the level of risk in relation to the services required. | | 51-100 | Low to Very Low Risk | Pass | | |  |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes ☐  No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes ☐  No ☐ |

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| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | | |
| **Name of organisation** | |  | |
| **Relationship to the Supplier completing these questions** | |  | |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | | Yes ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | Yes ☐  No ☐ |

|  |  |
| --- | --- |
| **Section 6** | **Technical and Professional Ability** |
| **6.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

|  |  |
| --- | --- |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

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| --- | --- |
| **6.3** | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

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| --- | --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant url …  No ☐  Please provide an explanation |

**8. Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N  Employer’s (Compulsory) Liability Insurance = £10m  Public Liability Insurance = £5m Professional Indemnity Insurance = £2m  Product Liability Insurance = £2m  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

|  |  |  |
| --- | --- | --- |
| **Section 9** | **Additional Questions** | |
| **9.1** | **Health and Safety** | |
| 9.1.1 | Do you have a Health and Safety policy or in circumstances of less than 5 employees a statement for the management of Health and Safety? | \*Yes ☐  No ☐ |
|  | \*If yes, please note that Marjon will require a copy of the Health and Safety Policy/Statement from the successful supplier). | |
| 9.1.2 | Do you have measures that are effective in reducing and preventing health and safety incidents, occupational ill-health and accidents? | Yes ☐  No ☐ |
| 9.1.3 | Do you provide suitable health and safety training and information to their staff and workforce? | Yes ☐  No ☐ |
| 9.1.4 | Do your staff and proposed workforce allocated to Marjon have Health and Safety or other relevant qualifications and experience sufficient to implement and adhere to your Health and Safety policy/Statement | Yes ☐  No ☐ |
| 9.1.5 | Do you have both proactive and ongoing systems for monitoring health and safety procedures and updating the policy and arrangements as necessary? | Yes ☐  No ☐ |
| 9.1.6 | Do you have a mechanism/procedure in place as a means of consulting with your staff and workforce on health and safety matter and show how staff and workforce comments, including complaints are taken into account? | Yes ☐  No ☐ |

# SECTION 2: Our Requirements

***Plymouth Marjon University have identified and established the following ‘’Requirements” to raise tenderer awareness and recognition of the functionalities and deliverables required for the solution, many of which relate to and seek support to enable Plymouth Marjon University to not only adhere to its compliance and legislative requirements and responsibilities, but to ensure that goods, services and works delivered on behalf of Plymouth Marjon University are fit for purpose.***

***Important: - Please ensure that your responses to each of the questions below, are structured and presented in a conducive manner that addresses and responds to the salient points of each requirement.***

|  |  |  |
| --- | --- | --- |
| *No.* | *Requirement* ***‘Project Overview & WCAG 2.1 (The Web Content Accessibility Guidelines) compliant Website key objectives and requirements*** | *Weighting %* |
| ***1*** | Supporting Information: -   1. **Purpose and Vision;**   The overarching of this project is to produce an outstanding WCAG 2.1 compliant website to maintain and grow our ability to reach and inspire audiences.  Our vision is simply that our existing website content as found at <https://www.marjon.ac.uk> is recreated through code and design that adheres to WCAG 2.1 principles. More on that here:  <https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag#wcag-21-design-principles>   1. **Aims and Objectives;**  * Present all existing content via WCAG 2.1 compliant design and code – this includes but is not limited to enabling tab navigation, realistic focus areas, resizing text, accessible forms, populating link and alt tags. * Add new features as WCAG 2.1 requires, for example video transcripts. * Scope includes the Marjon Sport and Health Centre and Marjon Health and Wellbeing sections, these sub sections with their own sub-branding. * Develop colour combinations that reflect Marjon’s brand colours, with the required contrast ratios. * Recreate open day form and prospectus form as accessible pages; and add a campus tours form which is also accessible. * Responsive design provides intuitive user experience across a range of user devices including desktop and mobile. * Conduct user testing, functional and performance testing. * Grow organic website usage via SEO best practice. * Optimise for Voice Search via smart speakers (powered by the likes of Alexa and Google Assistant). * Scope includes Web Analytic capabilities via Google Analytics and PECR cookie compliance (using Cookie Control by CIVIC UK). * Consider how micro-interactions could be introduced to better engage users within the website.   In early 2020 we anticipate that we will add a ‘chat to students’ feature from UniBuddy. At the time of writing it is understood that this will be an iframe.  We also have a Virtual Tour; this is not accessible and is outside of the scope of this project.   1. **Analysis – Strengths, Opportunities and Constraints**   To inform your understanding of the strengths, opportunities and constraints please devote some time to scrutiny and exploration of our existing website.  Strengths   * We already have lots of high-quality content. * We have a strong base to build on as the existing website compares very favourably in terms of UX and page speed to others in the sector.   Opportunities   * Design and develop a website that grows our user base, ultimately growing applications and student numbers. * The website is primarily designed for potential applicants; this is an opportunity to increase utility for offer holders and current students.   Constraints   * Delivery and budget of the website is achievable and affordable. * We do not have an A/B testing set up so our options here are user testing or sequential live testing of two different options (only if cost-effective).  1. **Prospects and Possibilities**  * It is essential that the website reflects and builds upon the Marjon brand values. * It is expected that this code base and framework will power the website for the next five or so years, giving us a scalable foundation to build on.  1. **Success and Achievement**   The provision and solution that enables Plymouth Marjon University to design and build a full accessible website from the ground up which complies to a minimum of WACG 2.1 AA.  **Tenderers are required to present their response using the headings detailed above (a to e inclusive) addressing and encompassing ALL of the points detailed within each of these sections**  **Please ensure your response adheres too and applies the following:**  <https://www.w3.org/TR/WCAG21/> | ***50%*** |
|  | Tenderer’s Response: - **Please note page limit of 6 – A4 pages – using font Arial 11)**  **a. Purpose and Vision;**  **b. Aims and Objectives;**  c. **Analysis – Strengths, Opportunities and Constraints**  d**. Prospects and Possibilities**  **e. Success and Achievement** |  |

|  |  |  |
| --- | --- | --- |
| No. | Requirement ***‘Project Management/Programme’*** | Weighting % |
| ***2*** | Plymouth Marjon University requires the tenderer to provide an outline of your project management approach to take the University through the design, development and build of the accessible website.  Tenderers are required to present a plan that includes their approach to management of client meetings, stakeholder interactions and communications, approvals, schedules and quality assurance controls.  Tenderers attention is particularly drawn to the inclusion of the following  • Deliverables at each stage  • Indicative timeline  • Opportunities or constraints  • Any assumptions or resource implications for the University   * User Testing Plan(s) | ***10%*** |
|  | Tenderer’s Response: - **Please note page limit of 3 – A4 pages – using font Arial 11)** |  |

|  |  |  |
| --- | --- | --- |
| No. | Requirement ***‘Communication and Stakeholder Engagement’*** | Weighting % |
| ***3*** | Plymouth Marjon University places great emphasis on robust collaborative and working relationships with our suppliers’ and where applicable their allocated team(s) specifically in relation to:  Stakeholder mapping and engagement; change controls; charges and cost monitoring; ordering procedures; receipt and acceptance procedures; testing; resource management and planning; operational and management reporting; progress meetings and escalation etc.,  The design, development and build of the accessible website will require input from a wide variety of campus users and stakeholders.  Marjon Key Stakeholders: -  Pro-Vice Chancellor for Student Success  Head of Estates and Infrastructure  Web team – Digital Marketing Officer and Web Services Manager  **Tenderers are required to present a holistic approach to stakeholder engagement and key communication approaches that will ensure that the requirements and future journey of the accessible website, is understood and supported where necessary in relation to management of client meetings, stakeholder interactions and communications, approvals, schedules and quality assurance controls.**  Tenderers attention is particularly drawn to the inclusion of the following: -   * Establishing and developing a working partnership with Marjon and partners; * Managing the successful delivery of all services within the scope of the specification; * Meeting or exceeding all agreed service levels; * Ensuring attainment of customer satisfaction; * Seeking and developing with the client opportunities for cost savings, innovation, including environmental and sustainability options; * Understanding the integrated operations of each system and their critical interfaces; * Making operational systems judgements and decisions based on best practice and essential service requirements, to ensure continuity of service; * Attending liaison/contract review meetings with the Marjon; * Make recommendations for improving the services; | ***10%*** |
|  | Tenderer’s Response: - **Tenders Response – Please note page limit of 3 – A4 pages – using font Arial 11)** |  |

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# SECTION 3: Our Evaluation

# Approach

**Evaluation and Award Criteria**

**Introduction**

The award criteria consist of three stages. The first part consists of an examination of the supplier’s tender package.

**Stage 1**

The supplier’s RFQ pack will be examined to ensure it is compliant. If a supplier’s RFQ is found to contain parts that are non-compliant the supplier will be given the opportunity to withdraw the non-compliant parts within a one working day. Any supplier who refuses to withdraw a non-complaint RFQ will be excluded from the rest of the assessment process.

If there are any arithmetical errors they will be resolved as by allowing the tenderer to stand with the figure placed on the ‘Form of Tender’ and adjust all the individual rates within the pricing document by an equal percentage to ensure the revised total for all the individual rates equal the figure on the ‘Form of Tender’ or alter the figure on the ‘Form of Tender’ to equal the total of all the individual rates contained within the pricing document

**Stage 2 – Supplier Suitability Questionnaire**

The Supplier Selection Questionnaire (self-declaration), made by you (the potential supplier), that you do not meet any of the grounds for exclusion2. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion’s grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

Please note, tenderers failing any element of the Supplier Suitability Questionnaire may be excluded from the rest of the assessment process.

All suppliers must achieve the minimum technical and financial criteria to be considered for the third stage of the evaluation process.

**Stage 3 – Technical/Quality and Commercial/Pricing Schedule**

Only RFQ submissions from Tenderer’s who pass the Supplier Suitability questionnaire will be evaluated. The following therefore relates to the actual Award Criteria in respect of how RFQ’s are evaluated.

## Tender Award Criteria

The Contract awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to Marjon.

The Award Criteria is: - 30% Commercial /Price and 70% Technical/Quality

## Quality Evaluation

Each scored question/section will be allocated a score between 0 and 10 in accordance with the table set out below: -

|  |  |  |
| --- | --- | --- |
| **Scoring Matrix** | | |
| **Assessment** | **Score** | **Marking Guidelines: Reason to award this score based on evidence provided against the criteria included.** |
| **Poor/Unacceptable** | **0** | No response or response which is irrelevant to question. |
| **Weak/Serious Reservations** | **1** | Response only partially answers question, with major deficiencies apparent. Little relevant detail. |
| **Fair/Minor Reservations** | **4** | Response almost meets question requirements but remains basic and missing some detail. |
| **Satisfactory/Good** | **7** | Response satisfies question requirement and has provided detail requested. |
| **Excellent** | **10** | Comprehensive and useful response which answers the question and exceeds minimum expectations. Including a full description of techniques and measurements employed, and a level of detail which adds value to the tender. |

## Quality Evaluation & Moderation Matrix Example: -

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Quality Question(s) | Weighting % | Max Score | ABC Supply Chain – Score (out of 5) | Suppliers Weighted Score |
| Q 1 xxx xxx | 10 | 10 | 5 | 5% |

## Interview/Presentations –

Tendered will be invited to give a presentation to elaborate on their on their submission.

This will not be directly scored but will be used to verify the scores already given by the University.

## Pricing Schedule/Commercials

The Pricing Schedule/Commercial Document contains the details and requirements relating to the price element of this RFQ. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc., for the supplier(s) to return as part of their RFQ submission.

The supplier(s) prices will be scored on a comparative basis.

Example: -

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Supplier Name | Total Project Cost/Value £ | Difference £ | Weighting 40% | Ranking |
| Supplier A | £50000.00 | 0 | 40% | 1st |
| Supplier B | £65000.00 | £15,000.00 | 30.77% | 2nd |
| Supplier C | £68000.00 | £18,000.00 | 29.41% | 3rd |

**Ties**

Where the Total Evaluated Scores of two or more tenderers are identical following the evaluation, process identified above, and a Tie has occurred the following will be applied to determine the preferred Supplier:

* Where in the commercial element accounts for 50% or more of the total available score, the highest commercial score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
  + Supplier A 60% Commercial     34% Quality = 94%
  + Supplier B 54% Commercial     40% Quality = 94%

         Supplier A would be deemed the preferred Supplier

* Where the quality element accounts for 51% or more of the total available score, the highest quality score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
  + Supplier A 60% Quality 34% Commercial = 94%
  + Supplier B 54% Quality 40% Commercial = 94%

         Supplier A would be deemed the preferred Supplier

In the eventuality that two or more tenderers remain Tied (e.g. Pricing/Commercial Score and Quality Score are identical) following the application of the methodology above the preferred supplier will be selected at random from the remaining tenderers using a fair and transparent process.  All tied supplier will be entered into a draw and the first supplier to be picked from the draw will be the preferred supplier. In the event of a draw and spirit of fairness and transparency the Tied Tenderers will be invited to send a representative to witness the draw.

The embedded document below will be used as the master evaluation matrix and is included for your information only:-



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# SECTION 4: Pricing information

**Pricing information to be provided by respondents: -**

**Tenders are required to complete the sections highlighted in green**

Total and Final cost for the services **inclusive** of VAT £0.00

Please provide a full breakdown of these costs for example: -

Role title and Fee rates - (daily) £0.00

**Overhead Costs Staffing: -**

Director/Management Costs £0.00

Office/Support Staff £0.00

**Overhead Costs – utilities, property & finance: -**

Rent, rates utilities £0.00

Phone £0.00

ICT £0.00

Insurance £0.00

Staff Training £0.00

Consumables £0.00

Other Costs (please detail) £0.00

|  |
| --- |
| SECTION 6: RFQ Process, Terms and Conditions |

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**TERMS AND CONDITIONS**

**DEFINITIONS AND INTERPRETATION**

In the Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**‘Agreement’** means the Agreement entered into between Plymouth Marjon University and the Supplier for the supply of the Goods and/or Services for the Price in accordance with these Terms and Conditions;

**‘Award Letter’** means the confirmation of contract award sent to the Supplier by Plymouth Marjon University in respect of the Goods and/or Services purchased under this Agreement;

**‘Commencement Date’** means the date of commencement of the Agreement as set out in the Award Letter;

**'Confidential Information'** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data and Special Categories of Data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which:

1. was public knowledge at the time of disclosure (otherwise than by breach of Condition 13 (Confidentiality; Data Protection and Freedom of Information);
2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
3. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
4. is independently developed without access to the Confidential Information;

**‘Conditions’** means the terms and conditions as set out in the Agreement;

**‘Consent Notice’** means the consent of an individual to the sharing of their Personal Data for the provision of the Services;

**‘Contract Period’** means the period ascertained in accordance with Condition 2;

**‘Contract Standard’** means such standard as complies in each and every respect with all relevant provisions of the Agreement and where to the extent that no criteria are stated in the Agreement such standard as is to the entire satisfaction of the Universities Representative;

**‘Data Controller’** has the meaning given to it in the Data Protection Legislation;

**‘Data Guidance’** means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation (whether specifically mentioned in this Agreement or not) to the extent published and publicly available or their existence or contents have been notified to the Service Provider by Plymouth Marjon University and/or any relevant Regulatory Body;

**‘Data Processor’** has the meaning given to it in the Data Protection Legislation;

**‘Data Protection Legislation’** means the General Data Protection Regulations and the Data Protection Act 2018 (together referred to as the Data Protection Legislation) and subordinate and subsequent legislation;

**‘Data Protection Officer’** has the meaning set out in the Data Protection Legislation;

**‘Data Subject’** has the meaning given to it in Data Protection Legislation;

‘**EIR’** means the Environmental Information Regulations 2004;

**‘Expiry Date’** means the date of expiry of the Agreement as set out in the Award Letter;

**‘FOIA’** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information University or relevant government department in relation to such legislation and the Environmental Information Regulations 2004;

**‘Goods’** means the goods described in the RFQ (if any);

**‘Indirect Losses’** means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;

**‘Information Governance Lead’** means the individual responsible for information governance and for providing the Service Provider with regular reports on information governance matters, including details of all incidents of data loss and breach of confidence;

**‘Intellectual Property Rights’** means all vested and contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which Plymouth Marjon University may be entitled;

**‘Joint Data Controller’** shall have the meaning given it in the Data Protection Legislation;

**‘Losses’** means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses;

**‘Personal Data’** has the meaning given to it in the Data Protection Legislation;

**‘Personal Data Breach’** has the meaning given to it in the Data Protection Legislation;

**‘Price’** means the price payable under the Agreement for the Goods and/or Services set out in the RFQ;

**‘Privacy Notice’** means the information that must be provided to a Data Subject under the Data Protection Legislation;

**‘Purchase Order’** means the order for the purchase of the Goods and/or Services by Plymouth Marjon University which includes the description of the Goods and/or Services and the Price;

**‘Purchase Order Number’** means the unique number that appears on the Purchase Order;

**‘RFQ’** means the Universities request for quotation, which includes the Supplier’s response, for the purchase of the Goods and/or Services by Plymouth Marjon University which includes the description of the Goods and/or Services and (if applicable) any special conditions which supplement these general terms and condition and the Price;

**‘Sensitive Personal Data’** means Personal Data consisting of information as to the racial or ethnic origin, the political beliefs, religious or similar beliefs, trade union membership, details of physical or mental health, sexual life and alleged commissions of crimes or criminal record of the data subject;

**‘Services'** means the services to be performed by the Supplier under the Agreement as described in the RFQ (if any)

‘**Special Categories of Data’** has the meaning given to it in the Data Protection Legislation;

**‘Supplier’** means the person, organisation or company whose name appears as the addressee in the RFQ;

**‘Terms and Conditions’** means these terms and conditions;

**‘TUPE’** means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**‘University/Universities’** means Plymouth Marjon University whose principal office is at Derriford Road, Plymouth, PL6 8BH

**‘Universities Representative’** means the person appointed by Plymouth Marjon University to oversee the performance of the Agreement;

**‘Working Day’** means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

The headings in the Agreement are inserted for convenience only and shall not affect its interpretation.

Where appropriate words denoting the singular only shall include the plural and vice versa.

The masculine shall include the feminine and the neuter and vice versa.

A reference to a person shall include a reference to any individual, University or other legal entity.

Reference to any Act of Parliament or any Order, Regulation, Statutory Instrument, Directive or the like shall be deemed to include a reference to any amendment or re-enactment thereof.

1. **GENERAL** 
   1. This Agreement shall commence on the Commencement Date and expire on the

Expiry Date unless otherwise terminated in accordance with this Agreement.

* 1. In the event of any conflict between a Condition in these Terms and Conditions and a term of the RFQ, the term of the RFQ shall prevail.
  2. The Agreement constitutes the entire agreement between the parties relating to the supply of the Goods and Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. However, nothing in the Agreement shall limit or exclude any liability for fraud.

1. **SUPPLY OF SERVICES**

2.1 In consideration of the Universities agreement to pay the Price, the Supplier shall supply the Services to Plymouth Marjon University subject to and in accordance with the terms of the Agreement.

2.2 In supplying the Services, the Supplier shall:

2.2.1 co-operate with Plymouth Marjon University in all matters relating to the

Services and comply with all the Universities instructions;

2.2.2 shall provide all other services reasonably required by Plymouth Marjon University which are reasonably incidental to the Services in accordance with the terms of the Agreement;

2.2.3 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;

2.2.4 use staff who: -

* must be appropriately experienced, qualified and trained to supply the Services;
* apply all due skill, care and diligence in faithfully performing those duties;
* obey all lawful instructions and reasonable directions of Plymouth Marjon University and provide the Services to the reasonable satisfaction of the Plymouth Marjon University;
* respond to any enquiries about the Services as soon as reasonably possible;
* complete any necessary Supplier Staff vetting as specified by Plymouth Marjon University.
* To perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in according with this Agreement.

2.2.5 ensure that the Services shall conform with all descriptions and specifications set out in the RFQ;

2.2.6 comply with all applicable laws;

2.2.7 provide all equipment, tools and vehicles and other items as are required to provide the Services;

2.2.8 keep Plymouth Marjon University fully informed and provide it with regular reports on all matters of interest to a prudent client, together with such information as Plymouth Marjon University may reasonably require from time to time. This includes, but is not limited to:

1. any and all data required as part of contract management or management information;
2. any and all data and information needed to track performance against the Agreement’s key performance indicators (if applicable)

2.2.9 maintain current and accurate records of all work undertaken in the provision of the Services.

2.3 Plymouth Marjon University may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Price shall be subject to fair and reasonable adjustment to be agreed in writing between Plymouth Marjon University and the Supplier.

2.4 The Supplier shall inform the Universities Representative promptly and confirm in writing if the Supplier is unable to or fails to provide any part of the Service in accordance with the Agreement. The provision of information under this Condition 2.4 shall not in any way release or excuse the Supplier from any of its obligations under the Agreement.

2.5 The Supplier shall at all times allow the Universities Representative, professional advisors and such other persons as from time to time nominated by the Universities Representative if relevant, access to:

2.5.1 any workplaces of the Supplier for the purpose of inspecting work being performed pursuant to the Agreement;

2.5.2 any workplaces of the Supplier for the purpose of inspecting and taking copies of records and documents in the possession, custody or control of the Supplier in connection with the Agreement;

2.5.3 any personnel or agent of the Supplier for the purpose of interviewing such persons in connection with the Agreement;

2.5.4 any report required by any statutory enactment or regulation or a copy thereof shall be supplied by Supplier if requested to do so in writing by the University.

2.6 The Supplier shall at all times during the Agreement and for a period of six (6) years thereafter:

2.6.1 keep secure and give or make available for inspection by the University;

2.6.2 its internal auditors, the Ombudsman and the District Auditor all original and copy records, documents, information, statements and papers which may be acquired or produced by the Supplier or by any permitted sub-contractor in the performance of the Agreement. In default of compliance, Plymouth Marjon University may recover possession of such materials and the Supplier grants a licence to Plymouth Marjon University or its appointed agents to enter for that purpose any premises of the Supplier or its permitted sub-contractors where any such materials may be held, and co-operate fully with any investigations at its own expense and make such explanations to the University, its internal auditors, the Ombudsman and the District Auditor as may be necessary for them to be satisfied that the terms and conditions of the Agreement, the Universities Contract Procedure Rules, Financial Regulations and all statutory and regulatory provisions relating to the Agreement are being and have been complied with.

2.7 The Supplier shall at all times (where relevant) comply with the Universities policies and procedures as may be amended from time to time.

2.8 Except and to the extent and upon the terms of the Agreement or as otherwise required or permitted by the University, the Supplier shall not use any facilities or equipment of the University.

2.9 The Supplier shall not advertise the fact that it is undertaking the Agreement other than with the written consent of the University.

2.10 The Supplier shall as may be necessary or appropriate co-operate, liaise with, and co-ordinate its activities with those of any other supplier or contractor or sub-contractor employed directly or indirectly by Plymouth Marjon University and shall provide the Services in harmony with and at no detriment to any other Services provided by or on behalf of or to the University. If the Supplier or its personnel default in complying or fail to comply with this Condition, then any costs, expenses, liabilities or damages whatsoever incurred by Plymouth Marjon University as a consequence thereof, including the reasonable cost to Plymouth Marjon University of the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Supplier under the Agreement or shall be recoverable from the Supplier by Plymouth Marjon University as a debt.

2.11 Business continuity and disaster recovery

The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

If requested by Plymouth Marjon University prior to entering into this agreement, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with Plymouth Marjon University own plans.

3. **SUPPLIER’S PERSONNEL**

3.1 The Supplier shall employ sufficient persons to ensure that the Services are provided at all times and in all respects in accordance with the Agreement.

3.2 The Supplier's personnel employed in and about the provision of the Services shall be properly and sufficiently qualified, competent, skilled, honest, and experienced and shall at all times exercise due care in the execution of their duties. The Supplier shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Services and in particular:

3.2.1 the task or tasks such person has to perform,

3.2.2 all relevant provisions hereof,

3.2.3 all relevant policies, rules, procedures and standards of the University, and all relevant rules, procedures and statutory requirements concerning health and safety, including the Universities health and safety policy which shall be provided to the Supplier and if not so provided shall be requested by it.

3.3 The Universities Representative shall, upon giving notice in writing, have the power to require the Supplier to remove from the provision of the Services any personnel of the Supplier specified in such notice including the Supplier’s Representative. The Supplier shall forthwith remove such personnel from the provision of the Services and shall unless Plymouth Marjon University determines otherwise immediately provide a replacement who shall be satisfactory to the University.

3.4 Plymouth Marjon University shall in no circumstances be liable either to the Supplier or to such personnel in respect of any cost, expense, liability loss, or damage occasioned by such removal and the Supplier shall fully indemnify Plymouth Marjon University in respect of any claim made by such personnel.

3.5 The Supplier shall provide and shall ensure that its personnel at all times when engaged in the provision of the Services at any premises owned, occupied or controlled by Plymouth Marjon University wear such identification (including photographic identification) as may be specified by the University, and shall ensure that when requested to do so any personnel of the Supplier shall disclose his identity and status as personnel of the Supplier and shall not attempt to avoid so doing.

3.6 Where University rules and regulations or the nature or the location of any duties upon which the Supplier's personnel shall be engaged in the provision of the Services make the wearing of any special or protective clothing headwear or footwear necessary or appropriate, the Supplier shall provide and shall require its personnel to wear such clothing headwear or footwear. Such special or protective clothing headwear or footwear shall be maintained and replaced as necessary by the Supplier.

3.7 The Supplier shall notify the Universities Representative immediately upon becoming aware of any possible conflict of interest which may arise between the interests of Plymouth Marjon University and any other client of the Supplier and the Supplier shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Universities Representative.

**4. SUPPLIER’S REPRESENTATIVE**

4.1 The Supplier shall appoint a suitably qualified and experienced Supplier Representative (and notify Plymouth Marjon University in writing of their identity) who shall be empowered to act on behalf of the Supplier for all purposes connected with the Agreement. Such appointment or any further appointment shall be subject to the approval of the University. The Supplier’s Representative shall not be replaced without prior written approval of the University, such approval not to be unreasonably withheld. Any notice, information, instruction or other communication given to the Supplier's Representative or his duly appointed deputy shall be deemed to have been given to the Supplier.

4.2 The Supplier shall forthwith give notice in writing to the Universities Representative of the identity, address and telephone numbers of any person appointed as the Supplier's Representative and of any subsequent appointment.

4.3 The Supplier shall forthwith give notice in writing to the Universities Representative of the identity, address and telephone numbers of any person authorised to act for any short temporary period as deputy for the Supplier's Representative and when such deputy ceases to be so authorised.

4.4 The Supplier shall ensure that the Supplier's Representative or his deputy is available to meet the Universities Representative at all reasonable times. The Supplier shall submit to Plymouth Marjon University a list of any personnel appointed to supervise each area of work and shall inform Plymouth Marjon University within five working days if there are any changes to that list.

**5. UNIVERSITIES REPRESENTATIVE**

5.1 The Universities Representative shall be the person nominated in writing by Plymouth Marjon University from time to time to act in the name of Plymouth Marjon University for the purposes of the Agreement.

5.2 The Universities Representative shall have power to issue instructions to the Supplier on any matter relating to the provision of the Services and the Supplier shall comply therewith.

5.3 From time to time the Universities Representative may appoint one or more representatives to act for the Universities Representative generally or for specified purposes or periods. Any act or instruction of any such representative shall be treated as an act or instruction of the Universities Representative.

**6. SUPPLY OF SERVICES AND OR GOODS**

6.1 The Supplier shall ensure that the Services and Goods shall:

6.1.1 correspond with the description in the RFQ;

6.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the University, expressly or by implication, and in this respect Plymouth Marjon University relies on the Supplier’s skill and judgement. The Supplier acknowledges and agrees that the approval by Plymouth Marjon University of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this sub-Condition;

6.1.3 will conform in all respects with any samples approved by the University;

6.1.4 where applicable, be free from defects in design materials and workmanship and remain so for 12 months after delivery (or such other period as may be specified in the Purchaser Order);

6.1.5 comply with all applicable statutory and regulatory requirements including those relating to the design, quality, manufacture, testing, labelling, packaging, storage, handling and delivery of the Services and or Goods.

6.2 The Supplier shall ensure that at all times it has and maintains all of the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Services and or Goods.

6.3 Plymouth Marjon University shall, on giving reasonable notice, have the right to (as appropriate):

6.3.1 inspect and test the Services and or Goods;

6.3.2 inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Goods;

6.3.3 inspect and take samples of the raw materials, packaging, and the Goods;

6.3.4 inspect stock levels of the raw materials, packaging, and the Goods,

at the Supplier’s premises at any reasonable time during the Supplier’s business hours before delivery and in this regard the Supplier shall co-operate and provide reasonable assistance to Plymouth Marjon University at its own expense (unless otherwise agreed in respect of 6.3.3 above).

6.3.5 if following such inspection or testing Plymouth Marjon University considers that the Services and or Goods do not conform or are unlikely to comply with the Supplier’s undertaking at Condition, the University shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

6.4 Notwithstanding such inspection or testing, the Supplier shall remain fully responsible for the Services and Goods and such inspection or testing shall not reduce or otherwise affect the Suppliers obligations under the Agreement, and Plymouth Marjon University shall have the right to conduct further inspections or tests after the Supplier has carried out its remedial actions.

7. **DELIVERY OF GOODS**

7.1 The Supplier shall ensure that:

7.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

7.1.2 the Goods are supplied, as appropriate, with all manuals and user documentation and any safety data sheets or other product information required to be provided under all applicable law at the time of delivery;

7.1.3 each delivery of the Goods is accompanied by a delivery note which clearly identifies the Agreement (e.g. by reference to the title and date of the RFQ and the Purchase Order Number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage or other instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

7.1.4 if the Supplier requires Plymouth Marjon University to return any packaging material for the Goods to the Supplier (i.e. where it is not reasonable for the Supplier to remove such materials from the delivery location (specified in the RFQ) at the time of delivery), that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

7.2 The Supplier shall deliver the Goods:

7.2.1 on the date (or dates) specified in the RFQ. If no dates are specified in the RFQ then the Goods shall be delivered as soon as reasonably possible and no later than 28 days after the date of the Award Letter;

7.2.2 to the location or locations set out in the Award Letter or as instructed by Plymouth Marjon University before delivery (each such location being a “Delivery Location”) and in doing so shall observe and comply with all health and safety rules and regulations and any access and security requirements relating to the Delivery Location including any reasonable directions given by University staff;

7.2.3 during the Universities normal hours of business on a Working Day, or as instructed by the University.

7.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

7.4 Subject to any alternative requirements or any maximum and/or minimum tolerance in terms of the quantity (or other measure) of Goods specified as being acceptable in the RFQ, the Supplier shall deliver the precise quantity of Goods ordered by Plymouth Marjon University and Plymouth Marjon University may reject the Goods (or any excess Goods) and any rejected Goods shall be returnable at the Supplier's risk and expense.

7.5 Where the RFQ states a tolerance in terms of the maximum and/or minimum quantity (or other measure) of Goods that must be delivered and the Supplier:

7.5.1 delivers less than required minimum number or percentage of Goods ordered, Plymouth Marjon University may reject the Goods; or

7.5.2 delivers more than the required maximum number or percentage of Goods ordered, Plymouth Marjon University may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Plymouth Marjon University accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

7.6 The Supplier shall not deliver the Goods in instalments without the Universities prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any instalment on time or at all or any defect in any instalment shall entitle Plymouth Marjon University to the remedies set out in Condition 15.

7.7 Title and risk in the Goods shall pass to Plymouth Marjon University on completion of delivery at the Delivery Location.

7.8 Notwithstanding Condition 8.7 and subject to any alternative provisions in the RFQ, Plymouth Marjon University shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery.

7.9 The Supplier shall be responsible for and keep under its control all equipment and materials brought to the Delivery Location.

7.10 The Supplier shall immediately inform and notify Plymouth Marjon University on becoming aware of any damage caused by the Supplier to the Delivery Location or any other property belonging to Plymouth Marjon University or any third party in the course of delivering the Goods.

7.11 Notwithstanding Condition 15, where the need to repair the Delivery Location or repair or replace any other property arises directly from the act, omission, default or negligence of the Supplier the reasonable costs incurred in carrying out such maintenance or repairs shall be recoverable by Plymouth Marjon University from the Supplier as a debt, payable within 28 days of the Universities relevant invoice.

**8. PAYMENTS**

8.1 Provided the Supplier has complied fully with the Agreement Plymouth Marjon University shall in consideration of the provision of the Services pay the Price to the Supplier in accordance with the RFQ.

8.2 The Price shall unless agreed in writing between the Parties be exclusive of Value Added Tax.

8.3 Any VAT payable by Plymouth Marjon University shall be payable at the rate and in the same manner for the time being prescribed by law. All VAT charges must be shown separately in any invoice clearly identifying what it relates to.

8.4 Provided that the Supplier shall have complied fully with the Agreement and where there is no dispute, payment of the Agreement Price and any VAT shall be made by Plymouth Marjon University within 28 days of receipt of a valid invoice. Each invoice shall contain appropriate references and a detailed breakdown of the Services provided and shall be supported by any other documentation reasonably required by the Universities Representative to substantiate the invoice.

8.5 Where the Supplier enters into a sub-contact with a contractor for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

8.6 No variation to the Price nor any extra charges shall be accepted by Plymouth Marjon University unless this has been expressly agreed in writing by the Parties.

9. **USE OF UNIVERSITY PREMISES**

The Supplier shall ensure that neither the Supplier nor its employees or agents shall do any act or thing at any premises owned or occupied or controlled by Plymouth Marjon University that is not solely for the benefit of Plymouth Marjon University and done in the course of the proper performance of the Services and as may be permitted by the Agreement.

10. **EQUIPMENT AND MATERIALS**

Except as otherwise specified in the Agreement, the Supplier shall provide all equipment and materials reasonably necessary for the provision of the Services. Any equipment used in the provision of the Services and belonging to the University, which is damaged, lost or unduly worn due to negligence, misuse, or wilful action by the Supplier or its employees or other persons for whose action it is responsible, must be replaced at the Supplier’s own expense.

11. **INTELLECTUAL PROPERTY RIGHTS**

11.1 Pursuant to and for the consideration set out in the Agreement the Supplier hereby assigns with full title guarantee (or shall use all reasonable endeavours to procure that any person, firm or company who is in a position to assign the same with full title guarantee shall assign to the University) with effect from the Commencement Date or in the case of Intellectual Property Rights not yet in existence with effect from the creation thereof, to the University, the Intellectual Property Rights created by the Supplier in the performance of the Services. The Supplier shall not be liable for the use of any such Intellectual Property Rights other than for which the same was originally prepared or provided by or on behalf of the Supplier.

11.2 The Supplier warrants to Plymouth Marjon University that the Intellectual Property Rights referred to in Condition 12.1 are, save to the extent that duly authorised sub-contractors have been used, the Supplier’s own original work and that in performance of the Services it has not infringed and will not infringe any intellectual property right of any third party. The Supplier further warrants that where duly authorised sub-contractors are used their work will be original.

11.3 The Supplier shall indemnify and keep indemnified Plymouth Marjon University against all reasonably foreseeable and legally enforceable actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Supplier of this Condition

12. **CONFIDENTIALITY; DATA PROTECTION AND FREEDOM OF INFORMATION**

12.1 CONFIDENTIALITY

12.1.1 Except where otherwise provided for in the Agreement, Confidential Information is owned by the Party that discloses it (the “Disclosing Party”) and the Party that receives it (the “Receiving Party”) has no right to use it.

12.1.2 Subject to Conditions 12.1.3 and 12.1.4, the Receiving Party agrees:

(a) to use the Disclosing Party’s Confidential Information only in connection with the Receiving Party’s performance under the Agreement;

(b) not to disclose the Disclosing Party’s Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and

(c) to maintain the confidentiality of the Disclosing Party’s Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.

12.1.3 The Receiving Party may disclose the Disclosing Party’s Confidential Information:

(a) in connection with any dispute resolution under Condition 23 (Dispute Resolution);

(b) in connection with any litigation between the Parties;

(c) to comply with the law;

(d) to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party’s duty set out in Condition 12.1.2;

(e) to comply with a regulatory bodies request.

12.1.4 The obligations in Condition 12.1.1 and Condition 12.1.2 will not apply to any Confidential Information which:

(a) is in or comes into the public domain other than by breach of the Agreement;

(b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or

(c) the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.

12.1.5 The obligations in Condition 12.1 and Condition 12.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of Plymouth Marjon University or of any committee, sub-committee or joint committee of Plymouth Marjon University or is related to an executive decision of Plymouth Marjon University and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information.

12.2 **INFORMATION GOVERNANCE AND DATA PROTECTION**

12.2.1 The Parties must comply with Data Protection Legislation, Data Guidance, the FOIA and the EIR and must assist each other as necessary to enable each other to comply with these obligations.

12.2.2 The Supplier must comply with and must demonstrate satisfactory compliance with Condition 12.2.1 above.

12.2.3 The Supplier must:

(a) nominate an Information Governance Lead;

(b) where required by Data Protection Legislation, nominate a Data Protection Officer if applicable; and

(c) ensure that Plymouth Marjon University is kept informed at all times of the identities and contact details of the Information Governance Lead and the Data Protection Officer if applicable.

12.2.4 If the Supplier is required under Data Protection Legislation to notify the Information Commissioner or a Data Subject of a Personal Data Breach then within 48 hours of the breach occurring the Supplier must inform Plymouth Marjon University of the Personal Data Breach, and if the Supplier will report the breach to the Information Commissioner within 72 hours as is required within the Data Protection Legislation.

12.2.5 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 12.2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

12.2.6 Whether or not a Party or Sub-Contractor is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and any further Data Guidance. The Parties acknowledge that a Party or Sub-Contractor may act as both a Data Controller and a Data Processor, or a Joint Data Controller.

12.2.7 Without prejudice to the generality of Condition 12.2, the Parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the other Party for the duration and purposes of this Agreement.

12.2.8 Where required under Data Protection legislation, the Supplier shall ensure that it has a Privacy Notice or Consent Notice in place.

12.2.9 Any failure by the Supplier to inform individuals as required by Data Protection Legislation or Data Guidance about the uses of Personal Data that may take place under this Agreement cannot be relied on by the Services Provider as evidence that such use is unlawful and therefore not contractually required.

12.2.10 Without prejudice to the generality of Condition 12.2, the Supplier must ensure that all Personal Data processed by or on behalf of the Supplier in the course of delivering the Services is processed in accordance with the relevant Parties’ obligations under Data Protection Legislation and Data Guidance. The Supplier shall:

(a) process Personal Data only on the written instructions of the University, unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union (“Applicable Laws”) applicable to the Supplier to otherwise process the Personal Data. Where the Supplier is so required, it shall promptly notify Plymouth Marjon University before processing the Personal Data, unless prohibited by the Applicable Laws;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the University, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Plymouth Marjon University has been obtained and the following conditions are fulfilled:

(i) Plymouth Marjon University or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Supplier complies with the reasonable instructions notified to it in advance by Plymouth Marjon University with respect to the processing of the Personal Data;

(d) notify Plymouth Marjon University as soon as reasonably practicable if it receives:

(i) a request from a Data Subject to have access to that individual’s Personal Data;

(ii) a request to rectify, stop the processing of or erase any Personal Data;

(iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);

(e) at the Supplier’s expense, assist Plymouth Marjon University in responding to any request from a Data Subject and in ensuring compliance with the Universities obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) at the written direction of the University, delete or return Personal Data and copies thereof to the individual on termination or expiry of this Agreement unless required by the Applicable Laws to store the Personal Data;

(g) maintain complete and accurate records and information to demonstrate its compliance with this Condition 13.2 and allow for audits by Plymouth Marjon University or the Universities designated auditor.

12.2.11 Where Plymouth Marjon University requires information for the purposes of quality management, the Supplier must consider whether the Universities request can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of the University, the Supplier must:

(a) provide such information in pseudonymised form where possible; and in any event

(b) ensure that there is a legal basis for the sharing of Personal Data.

12.2.12 Subject always to Condition 19 (Assignment and Sub-Contracting), if the Supplier is to engage any Sub-Contractor to deliver any part of the Services (other than as a Data Processor) and the Sub-Contractor is to access personal or confidential information or interact with individuals, the Supplier must impose on its Sub-Contractor obligations that are no less onerous than the obligations imposed on the Supplier by this Condition 12.2.

12.2.13 The Supplier shall indemnify Plymouth Marjon University against any losses, damages, cost or expenses incurred by Plymouth Marjon University arising from, or in connection with, any breach of the Supplier’s obligations under this Condition 12.2.

12.2.14 Notwithstanding any other provision of this Agreement, where the Supplier commits a Personal Data Breach which under Data Protection Legislation must be notified to the Information Commissioner and/or to an individual Plymouth Marjon University may terminate this Agreement with immediate effect.

12.2.15 The Supplier will ensure that any system used that holds any protectively marked Plymouth Marjon University data will comply with: -

Data or other government data will comply with:

● the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework>

and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>

● guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

● the National Cyber Security Centre’s (NCSC) information risk management

guidance, available at [https://www.ncsc.gov.uk/guidance/risk-management collection](https://www.ncsc.gov.uk/guidance/risk-management%20collection) government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

● the security requirements of cloud services using the NCSC Cloud Security

Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

12.2.16 If the Supplier suspects that the Plymouth Marjon University Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Plymouth Marjon University immediately and will (at its own cost if corruption, loss, breach or degradation of our Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Plymouth Marjon University.

12.2.17 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep Plymouth Marjon University Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

12.2.18 The provisions of this clause 13 will apply during the term of this Contract and for as long as the Supplier holds Plymouth Marjon University Data.

**13.3 FREEDOM OF INFORMATION AND TRANSPARENCY**

13.3.1 The Parties acknowledge their respective duties under the FOIA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties. 13.3.2 If the Supplier is not a public authority, the Supplier acknowledges that Plymouth Marjon University is subject to the requirements of the FOIA and will assist and co-operate with Plymouth Marjon University to enable Plymouth Marjon University to comply with its disclosure obligations under the FOIA. Accordingly, the Supplier agrees:

(a) that the Agreement and any other recorded information held by the Supplier on the Universities behalf for the purposes of the Agreement are subject to the obligations and commitments of Plymouth Marjon University under the FOIA;

(b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the University;

(c) that if the Supplier receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the University) and will promptly (and in any event within 2 working days) transfer the request to the University;

(d) that the University, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Supplier and the Agreement either without consulting with the Supplier, or following consultation with the Supplier and having taken its views into account; and

(e) to assist Plymouth Marjon University in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA and providing copies of all information requested by an authority within 5 working days of such request and without charge.

13.3.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information.

13.3.3 Notwithstanding any other provision of the Agreement, the Supplier hereby consents to the publication of the Agreement in its entirety including from time to time agreed changes to the Agreement subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.

13.3.4 In preparing a copy of the Agreement for publication pursuant to Condition 13.1.4 Plymouth Marjon University may consult with the Supplier to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Universities absolute discretion.

13.3.5 The Supplier shall assist and co-operate with Plymouth Marjon University to enable Plymouth Marjon University to publish the Agreement.

13.3.6 In order to comply with the Government’s policy on transparency in the areas of Agreements and procurement Plymouth Marjon University will be disclosing information on its website in relation to expenditure over £500 (five hundred pounds) in relation to the Agreement. The information will include the Supplier’s name and the Charges paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.

13.3.7 The Supplier shall comply with any requirements (including compliance with any appropriate information assurance scheme and the Computer Misuse Act 1990) in relation to its security policies, procedures and control of Confidential Information, Personal Data and Sensitive Personal Data.

13.3.8 The Supplier shall be responsible for any costs associated with compliance with the provisions of this Condition 13.

13.4 The Supplier shall indemnify Plymouth Marjon University and shall keep Plymouth Marjon University indemnified against Losses and Indirect Losses suffered or incurred by Plymouth Marjon University as a result of any breach of this Condition 13.

13.5 The Parties acknowledge that damages may not be an adequate remedy for any

breach of this Condition 13, and in addition to any right to damages Plymouth Marjon University shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Condition 13.

This Condition 13 shall not limit the Public Interest Disclosure Act 1998 in any way

whatsoever.

14 **STATUTORY OBLIGATIONS**

14.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and all other statutory and regulatory requirements and the Universities policies and procedures relating to health and safety.

14.2 The Supplier shall at all times ensure that its staff, whilst on the premises owned, managed, controlled or occupied by Plymouth Marjon University (“University Premises”), comply with the Universities policies and procedures relating to health and safety.

14.3 The Universities Representative or its nominated health and safety representative reserves the right at any time to monitor and audit health and safety systems and procedures relevant to the Services under the Agreement, including the request for a copy of the organisation’s health and safety policy and such other information (including all related policies and risk assessments) relating to the provision of the Services.

14.4 The Supplier shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at University Premises of which it becomes aware and which relate to or arise in connection with the performance of the Agreement.

14.5 The Supplier shall properly maintain records of all accidents and incidents and notify Plymouth Marjon University of all incidents that occur on University Premises and/or meet the criteria of Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 which arise in connection with the performance of the Agreement.

14.6 The Supplier shall at all times comply with the requirement of the Equality Act 2010 and all other relevant related statutory and regulatory requirements and the Universities policies and procedures, copies of which are available on request, relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, belief, ethnicity, gender, age, disability, nationality, marital status and civil partnership, pregnancy and maternity or sexual orientation.

14.7 The Supplier shall at all times comply with all statutory and European and domestic statutory and regulatory requirements where relevant to the provision by the Supplier of the Goods and to be observed and performed in connection with the Agreement including any obligations binding upon the University.

14.8 The Supplier shall indemnify Plymouth Marjon University against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of any breach by the Supplier of this Condition 14.

15. **UNIVERSITY REMEDIES**

15.1 If the Supplier fails to deliver the Goods and/or perform the Services by the required date(s) or in conformity with any of the undertakings set out in Conditions 2.3 and 6.1 Plymouth Marjon University may, as applicable and at its sole discretion, without limiting its other rights or remedies under this Agreement or law:

15.1.1 subject to any deemed acceptance of the Goods in accordance with Condition 7, reject the Goods (in whole or in part) whether or not title has passed and return them to the Supplier at the Supplier's own risk and expense;

15.1.2 terminate the Agreement (in whole or part) with immediate effect by giving written notice to the Supplier;

15.1.3 refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make other than where a replacement or repair is requested by Plymouth Marjon University under Condition 15.1.4;

15.1.4 require the Supplier to repair or replace any rejected Goods (whether or not Plymouth Marjon University has previously required the Supplier to repair or replace the rejected Goods) or to re-perform the defective Services to the Universities satisfaction at no additional cost to the University;

15.1.5 where Plymouth Marjon University has paid for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, require the refund of such sums within 28 days of a written request by Plymouth Marjon University and such sums shall be recoverable as a debt; and

15.1.6 the right to claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Goods and/or Services in accordance with the Contract including, without limitation, any increased costs reasonably incurred by Plymouth Marjon University in obtaining substitute goods and/or services.

15.2 These Conditions shall extend to any substitute or remedial services and/or repaired, or replacement goods supplied by the Supplier.

15.3 The Universities rights under this Agreement are in addition to its rights and remedies implied by statute and common law.

16. **GRATUITIES**

The Supplier shall not, whether itself, or by any person employed by it to provide the Services, solicit or accept any gratuity or any other reward, tip or any other form of money taking, collection or charge for any part of the Services other than charges properly approved by Plymouth Marjon University in accordance with the provisions of the Agreement.

**17. PREVENTION OF BRIBERY**

17.1 The Supplier warrants and undertakes to Plymouth Marjon University that:

17.1.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

17.1.2 it will comply with the Universities anti-bribery policy as may be amended from time to time, a copy of which will be provided to the Supplier on written request;

17.1.3 it will procure that any person who performs or has performed services for or on its behalf (“Associated Person”) in connection with the Agreement complies with this Condition 16;

17.1.4 it will not enter into any agreement with any Associated Person in connection with the Agreement, unless such agreement contains undertakings on the same terms as contained in this Condition 16;

17.1.5 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;

17.1.6 from time to time, at the reasonable request of the University, it will confirm in writing that it has complied with its undertakings under Conditions 17.1.1 – 17.1.5 and will provide any information reasonably requested by Plymouth Marjon University in support of such compliance;

17.1.7 it shall notify Plymouth Marjon University as soon as practicable of any breach of any of the undertakings contained within this Condition of which it becomes aware.

**18. AGENCY**

18.1 Neither the Supplier nor the Supplier’s personnel shall in any circumstances hold themselves out:

18.1.1 as being the servant or agent of Plymouth Marjon University otherwise than in circumstances expressly permitted by the Agreement;

18.1.2 as being authorised to enter into any Agreement on behalf of Plymouth Marjon University or in any other way to bind Plymouth Marjon University to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or implicitly permitted by the Agreement.

18.1.3 as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

**19. ASSIGNMENT AND SUBCONTRACTING**

19.1 Plymouth Marjon University shall be entitled to assign the benefit of the Agreement or any part thereof and shall give written notice of any assignment to the Supplier.

19.2 The Supplier shall not:

19.2.1 assign the Agreement or any part thereof or the benefit or advantage of the Agreement of any part thereof;

19.2.2 sub-contract the provision of the Services or any part thereof to any person without the previous written consent of the University, which consent shall be at the absolute discretion of Plymouth Marjon University and if given shall not relieve the Supplier from any liability or obligation under the Agreement and the Supplier shall be responsible for the acts, defaults or negligence of any sub-contractor or sub-contractor’s agents or employees in all respects as if they were the acts, defaults or negligence of the Supplier or the Supplier’s agents, or employees.

**20. TERMINATION**

20.1 Plymouth Marjon University may terminate the Agreement at any time by giving at least one (1) months’ (or such other period as is specified in the RFQ) notice in writing to the Supplier.

20.2 Without prejudice to any other right or remedy it might have, either party Plymouth Marjon University may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

20.2.1 without prejudice to Condition 20.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

20.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

20.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

20.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

20.2.5 breaches any of the provisions of Conditions 7.2, 12, 13 and 17; or

20.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this Condition 20.2.6) in consequence of debt in any jurisdiction.

20.3 The Supplier shall notify Plymouth Marjon University as soon as practicable of any change of control as referred to in Condition 20.2.4 or any potential such change of control.

20.4 The Supplier may terminate the Agreement by written notice to Plymouth Marjon University if Plymouth Marjon University has not paid any undisputed amounts within ninety (90) days of them falling due.

20.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this Condition or any other provision of the Agreement that either expressly or by implication has effect after termination.

20.6 Upon termination or expiry of the Agreement, the Supplier shall:

give all reasonable assistance to Plymouth Marjon University and any incoming supplier of the Services; and

return all requested documents, information and data to Plymouth Marjon University as soon as reasonably practicable.

20.7 If Plymouth Marjon University elects to terminate the Agreement pursuant to Conditions Plymouth Marjon University shall:

20.7.2 cease to be under any obligation to make further payment;

20.7.2 be entitled to require the Supplier forthwith to return files, documents or other items belonging to Plymouth Marjon University and any other resources licensed, loaned, or hired, to the Supplier and should the Supplier fail to return these, to enter onto any site of the Supplier and repossess all such files, documents, or other items. Plymouth Marjon University shall have full and unfettered licence over all drawings, details, descriptive schedules and other documents for use in connection with the provision of the Services;

20.7.3 be entitled to deduct from any sum or sums which would but for Condition have been due from Plymouth Marjon University to the Supplier under the Agreement or any other contract or be entitled to recover the same from the Supplier as a debt, any loss or damage to Plymouth Marjon University resulting from or arising out of the termination of the Agreement. Such loss or damage shall include the reasonable cost to Plymouth Marjon University of the time spent by its officers in terminating the Agreement and in making alternative arrangements for the provision of the Services or any part thereof;

20.7.4 be entitled to employ and pay other persons to provide and complete the provision of the Services or part thereof and to use the Supplier’s files, documents, materials, equipment, vehicles or other goods for the purposes thereof;

20.7.5 when the total costs, loss and/or damage suffered by Plymouth Marjon University resulting from or arising out of the termination of the Agreement have been calculated and after taking into account any deduction made or to be made by Plymouth Marjon University from any sum or sums which would have been due to the Supplier, be entitled to any balance shown as due to Plymouth Marjon University which shall be recoverable as a debt.

20.8 The rights of Plymouth Marjon University under this Condition are in addition to and without prejudice to any other rights Plymouth Marjon University may have whether against the Supplier directly or pursuant to any guarantee, indemnity or bond.

**21. INDEMNITY AND INSURANCE**

21.1 The Supplier shall indemnify and keep indemnified Plymouth Marjon University against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of, or in any way arising out of, the provision of the Services, in relation to the injury to, or death of, any person, and the loss of, or damage to, any property including property belonging to Plymouth Marjon University except and to the extent that it may arise out of the act, default or negligence of the University, its employees or agents not being the Supplier or its personnel.

21.2 Without prejudice to its obligations under this Condition 21, the Supplier shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Suppliers obligations and liabilities under this Condition, including but not limited to the insurance levels and types as specified in the RFQ for any one occurrence or series of occurrences arising out of any one event.

21.3 The Supplier shall (if requested in writing to do so by the University) supply to Plymouth Marjon University forthwith any relevant policy or a certificate from its insurers or brokers confirming that the Supplier’s insurance policies comply with Condition 21.2 and the Supplier shall supply to Plymouth Marjon University on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with Condition 21.2.

21.4 If the Supplier fails to take out and maintain the insurance required under Condition then Plymouth Marjon University itself may insure against any risk in respect of which the failure shall have occurred and a sum or sums equivalent to the amount paid or payable by Plymouth Marjon University in respect of premiums therefore may be deducted by Plymouth Marjon University from any monies due or to become due to the Supplier under the Agreement or such amount may be recoverable by Plymouth Marjon University from the Supplier as a debt.

21.5 The Supplier shall procure that any sub-contractors of the Supplier maintain like insurance cover to that required to be maintained by the Supplier under the Agreement and any such other insurance cover as may from time to time be reasonably required by the University.

**22. RECOVERY OF SUMS DUE TO PLYMOUTH MARJON UNIVERSITY**

Whenever under the Agreement any sum of money shall be recoverable from or payable by the Supplier to Plymouth Marjon University the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Agreement or any other contract between the Parties.

**23. DISPUTE RESOLUTION**

23.1 Any disputes or differences arising between the Parties in respect of the construction or effect of the Agreement, or the rights, duties and liabilities of the Parties hereinunder, or any matter or event connected with or arising out of the Agreement shall be resolved by the Parties negotiating in good faith.

23.2 In the absence of resolution in accordance with Condition 23.1 above the dispute may be referred by the Agreement of both Parties to a single mediator to be appointed in accordance with the mediation procedures of the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure 2018 or such later edition as may be in force from time to time or such other organisation which provides mediation services.

The mediator shall be agreed upon by the Parties.

23.3 All costs of mediation shall be borne equally by the Parties unless otherwise directed by the mediator.

23.4 The submission of either Party to Condition 23.2 above shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

**24. FORCE MAJEURE**

24.1 Either Party reserves the right to defer the date of delivery or payment or cancel the Agreement or reduce the provision of the Services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Plymouth Marjon University including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party’s workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials.

24.2 If the performance of a Party’s obligations under the Agreement is in the opinion of that Party likely to be hindered, delayed or affected by a reason falling within Condition 24.1 the Party so affected shall promptly notify the other Party in writing of that fact. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate the Agreement by written notice to the other Party.

**25. TUPE**

25.1 The Parties acknowledge and agree that any Services provided under the Agreement are in relation to a single specific event or task of short term duration and are unlikely to give rise to a ‘relevant transfer’ under TUPE either at the commencement of the Agreement or on its expiry or termination.

25.2 In the event that TUPE is deemed to apply to the Services, the parties shall co-operate, share information in a timely manner and use all reasonable endeavours to ensure a smooth transition to/from the Services and transfer of relevant staff to the Supplier/University/ replacement supplier of similar services (as appropriate), in accordance with TUPE and all other applicable laws.

**26. LEGAL PROCEEDINGS**

26.1 The Supplier shall notify the Universities Representative immediately upon becoming aware of any accident, damage, or breach of any statutory provision relating in any way to the provision of or connected with the Services.

26.2 If requested to do so by the Universities Representative and at its own expense, the Supplier shall provide the Universities Representative with any relevant information in connection with any litigation, arbitration or other dispute in which Plymouth Marjon University may become involved or any relevant disciplinary hearing internal to Plymouth Marjon University and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Services.

26.3 The Supplier shall at its own expense fully assist the Ombudsman, the Audit Commission, the District Auditor, the Universities Internal Auditor, the Universities Monitoring Officer and any other body or person as may be specified by the Universities Representative with any investigations, enquiries or complaints relating to allegations of maladministration or other irregularities or improprieties in connection either directly or indirectly with the Agreement such assistance to include the prompt disclosure to such body or person as aforesaid of all relevant information and documentation.

26.4 Should any part of the Services involve the Supplier in performing duties or exercising powers under some other contract it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation under that other contract forthwith notify the Universities Representative of any such matter together with such particulars as are available.

**27. SAFEGUARDING**

27.1 The Supplier shall develop and maintain awareness and understanding of safeguarding issues with vulnerable adults, children and young people.

27.2 The Supplier shall ensure that all allegations, suspicions and incidents of abuse, harm or risk of harm to children and/or vulnerable adults or where there is concern about the behaviour of an individual are reported immediately to the Universities Representative. The Supplier’s safeguarding policies and procedures should include active encouragement to staff in whistle blowing if aware of suspected abuse.

27.3 The Supplier shall ensure that children and/or vulnerable adults are safeguarded from any form or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self-harm or inhumane or degrading treatment through deliberate intent, negligent acts or omissions.

27.4 The Supplier shall comply with all statutory obligations and University as applicable and amended from time to time.

27.5 The Supplier shall immediately notify Plymouth Marjon University of any information that it reasonably requests to enable it to be satisfied that the obligations of this Condition 28 have been met.

27.6 The Supplier must comply with any instruction given by Plymouth Marjon University in respect of this Condition 27.

Whistleblowing

27.7 The Supplier shall have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Supplier as regards any part of the provision of the Services.

27.8 The Supplier shall not take any action against any employee pursuant to its contractual rights in respect of that employee where such employee has in accordance with the process provided pursuant to Condition 27.7 and in good faith reported alleged malpractice on the part of the Supplier.

**28. MISCELLANEOUS**

28.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

28.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

28.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

28.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this Condition shall exclude liability for fraud or fraudulent misrepresentation.

28.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

28.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the Agreement relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.

28.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

28.8 If any provision of the Agreement is a by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

**29. NOTICES**

29.1 Any demand, notice, or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post to the registered office or last known address of the Party to be served therewith or by email to the email address provided by the Party’s Representative (with a copy to be sent by pre-paid first class post within twenty-four hours of the email being sent)\_and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission, as the case may be, or if sent by email on the day that the email is deemed to be delivered in accordance with Condition 29.2.

29.2 If a demand, notice or other communication is given by email then:

(a) it is deemed to be served on the day of transmission provided that a read receipt is duly requested and a delivery confirmation and/or such other evidence of delivery is received before 5pm; or

(b) on the next following Business Day if the relevant delivery confirmation receipt or such other evidence of delivery is received after 5pm but before midnight on a Business Day; or

(c) on the next following Business Day if the relevant delivery confirmation receipt or other such evidence of delivery is received on a day which is not a Business Day.

29.3 If an automatic electronic notification is received by the sender within twenty four (24 hours) after sending the email informing the sender that the email has not been delivered to the recipient, or that the recipient is out of the office, the email shall be deemed not to have been served by email and shall instead be deemed to have been served on the day the posted notice would have been deemed to have been served in accordance with Condition 29.1.

**30. GOVERNING LAW & JURISDICTION**

The Agreement shall in all respects be construed and interpreted in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any disputes which may arise between the Parties out of or in connection with the Agreement.

Signed for and on behalf of **PLYMOUTH MARJON UNIVERSITY** by:

Signed (Authorised Representative) …………………………………

Print Name …………………………………

Position …………………………………

Signed for and on behalf of **(INSERT SUPPLIER NAME)** by:

Signed (Authorised Representative) …………………………………

Print Name …………………………………

Position …………………………………

# SECTION 7: Form of Tender

**FORM OF TENDER AND BONA FIDE TENDER**

Date: 9th January 2020

Dear Plymouth Marjon University

**Re: - Plymouth Marjon Campus Development Plan**

I/we offer to supply the services described in the said contract documents in such manner as may be required.

Terms and Conditions. \*I/we agree that this Tender and any contract which may result there from shall be based upon the documents provided Plymouth Marjon University.

In respect of the Plymouth Marjon University obligations under the Freedom of Information Act, we have identified any information, which is commercially sensitive, which we understand Marjon will not disclose without prior consultation.

The prices quoted in this Tender are valid for 90 days from the Date of Tender and I/we confirm that the terms of the Tender will remain binding upon me/us and may be accepted by you at any time before that date.

\*I/we note that the contract shall be valid upon acceptance and signature by both parties of the Contract Documents.

\*I/we agree that the construction, validity, performance and execution of any contract that may result from this tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

\*I/we agree to bear all costs incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any contract.

\*I/we agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from me/us in connection with this tender or with any contract resulting from this tender, shall not be applicable to this tender or to the contract.

**Print name: ………………………………………… Date: ……………………………**

**Title: ………………………………………………… Duly authorised to sign/submit**

**Tenders for and on behalf of Registered Address:**

**………………………………………………………………………………………………….**

\*delete as applicable

**TO THE FORM OF TENDER**

The prices to be inserted in the Contract shall be those shown in the accompanying pricing document.

Quality Commitment Questions replies to be inserted in the Contract shall be the replies to Quality Commitment Questions asked in the Invitation to Tender.

**Value Added Tax**

The prices contained herein shall **include Value Added Tax** which shall be chargeable, where appropriate, in accordance with Government legislation.

Total Tender Price £……………………. (Figure taken from Pricing document)

Total Tender Price (in words) ………………………………………………….

**TO THE FORM OF TENDER**

ADDITIONAL INFORMATION REQUIRED BY PLYMOUTH MARJON UNIVERSITY

Section I: Information Required for Inclusion into the Form of Contract

The *Contractor* is

………………………………………………

Address for communication

…………………………………..

…………………………………..

…………………………………..

…………………………………..

Address for electronic communication

……………………………………………

Contractor’s Registered Address

………………………………………

………………………………………

………………………………………

………………………………………

………………………………………

Telephone No. ………………………………..

Fax No. ………………………………………..

**TO THE FORM OF TENDER**

**CONTRACT TERMS & CONDITIONS**

This Contract shall be made under the terms and conditions detailed in **SECTION 6: RFQ Process, Terms and Conditions**

\*I/we agree to the terms and conditions outlined in Terms and Conditions

Print name: …………………………………………….

Date: ……………………………………………………

Title:…………………………………………

Duly authorised to sign/submit Tenders for and on behalf of

**IN BLOCK CAPITALS**

Registered Address:

\*delete as applicable

**TO THE FORM OF TENDER**

**CERTIFICATE AS TO NON-CANVASSING**

**To be completed and returned by the tenderer**

**Title: -**

To Plymouth Marjon University ("Marjon")

\*I/We hereby certify that \*I/we have not canvassed any member, officer, employee, agent or advisor of the University in connection with the award of the Contract for the Services and Works and that no person employed by me/us or acting on my/our behalf has done any such act.

\*I/We hereby undertake that \*I/we will not in the future canvass or solicit any member, officer, employee, agent or advisor of the University in connection with the award of the contract for the Services and Works and that no person employed by me/us or acting on my/our behalf will do any such act.

\*I/We further hereby undertake that \*I/we have not and will not seek to recruit any University employee who has during the year prior to the date of this tender bid been employed on matters relating to the Contract and that no person employed by me/us or acting on my/our behalf will do any such act.

1. SIGNED .....................................................................................

POSITION ..................................................................................

On behalf of ...............................................................................

Date .........................................................................................

2. SIGNED ....................................................................................

POSITION .................................................................................

On behalf of ...............................................................................

Date .........................................................................................

**Two signatures must be provided.**

\*delete as applicable

**TO THE FORM OF TENDER**

**NON-COLLUSIVE CERTIFICATE**

**To be completed and returned by the tenderer**

**Title: -**

\*I/We certify that this is a bona fide application and that I/we have not:

1. entered into any agreement with any other person with the aim of preventing tenders being made or as to the amount of any tender or the conditions on which any tender is made;
2. informed any other person, other than the person calling for these application, of the amount of the approximate amount of the application, except where the disclosure, in confidence, of the amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the application;
3. caused or induced any person to enter into such an agreement as is mentioned in paragraph a) above or to inform us of the amount of the approximate amount of any rival applicant for the Contract.

\*I/We also undertake that we will not do any of the acts mentioned in paragraphs a), b) and c) above before the hour and date specified for the return of the application.

In this certificate ‘person’ includes any persons and anybody of persons corporate or unincorporated, and ‘agreement’ includes any arrangement whether formal or informal and whether legally binding or not.

Signed.………………………………………………………………………………

On behalf of…………………………………………..……………………………...

Date…………………………

\*delete as appropriate

1. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-1)
2. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-2)
3. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-3)
4. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-4)