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The supply and installation of a fixed-dome planetarium at North Wales Science (trading as Xplore! Science Discovery Centre).

**Ref: AS/JC/08/09/2025**

Issued on 8th September, 2025

**Invitation to Tender (ITT) Instructions**

**Tender Return Deadline Date:** 3rd October, **2025 at 12.00pm**  **(Noon) UK Time**

**List of Procurement Pack of Documents included in the Invitation to Tender (ITT Pack)**

* Invitation to Tender (ITT) Instructions
* ITT Response Document PART A (WPSQ)
* ITT Response Document PART B (Award Criteria)
* ITT Response Document PART C (Other Declarations)

Appendices:

* Appendix 1a – WPSQ & Award Criteria Evaluation Methodology
* Appendix 1b – Sell2Wales Supplier Post Box Guidance
* Appendix 1c – Contract Specification
* Appendix 1d – General Contract Terms & Conditions for Services
* Appendix 1e – Pricing Schedule
* Appendix 1f - Confidential & Commercially Sensitive Information

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1. **BACKGROUND**

**About Wrexham University**

Wrexham University (WU) will from now on be referred to as the “University / Authority” for the purpose of these documents. Wrexham University whose registered office is Plas Coch Campus, Mold Road, Wrexham, Wales, LL11 2AW.

The University origins can be traced back to 1887 when the Wrexham School of Science and Art first began delivering education. Following several name changes in 2008, the Northeast Wales Institute of Higher Education became Glyndwr University, making it one of the youngest universities in the UK.

Named after the Welsh scholar and hero Owain Glyndwr, the University has since established itself as a distinctive and innovative regionally based university with an international profile. As a new and young University its early years have been marked by some substantial growth and innovation but also some considerable challenges. In 2023, the University has changed its name following Privy Council approval to Prifysgol Wrecsam / Wrexham University.

Xplore!, a science discovery centre in Wrexham, is a wholly owned subsidiary of Wrexham University. It operates as a charity under the name North Wales Science. The centre aims to inspire curiosity and engagement with Science, Technology, Engineering, Art & Mathematics (STEAM) through interactive exhibits, educational and community-based in-centre and outreach activities.

* 1. **Introduction to Project and Background**

The University has a requirement to procure a contract for a fixed dome planetarium supply and installation at Xplore! Science Discovery Centre.

The minimum contract duration will be for 3-years with a possible additional annual contract extension for a further maximum 2 years subject to the University agreement and satisfactory performance standards by the appointed service provider (s).

The Contract Notice has been advertised on the Sell2Wales Portal & Central Digital Platform via the

Find a Tender Service website and the process is being conducted under the Open Procedure of the

Procurement Act 2023 Regulations.

The Participant is defined as the organisation responding to this Invitation to Tender by submitting a response for the consideration of the University.

All communication and clarification question regarding this Invitation to Tender should be directed to University through the Sell2Wales portal. If you have problems with accessing the Sell2Wales portal, you may contact [procurement@wrexham.ac.uk.](mailto:procurement@wrexham.ac.uk.)

Xplore! has recently been awarded Shared Prosperity Fund (SPF)-Transition Fund capital and revenue awards. Xplore! is therefore now looking to create an immersive fixed-dome planetarium with associated AV equipment and appropriate software licenses for high quality STEAM content delivery to a minimum capacity of 30 visitors in each viewing.

The planetarium will be the only fixed-dome planetarium in north-east Wales, providing a unique attraction for Wrexham. It aligns with the Wellbeing of Future Generations Act by ensuring future prosperity of Xplore!, its employees, and a cohesive community by contributing positively to STEAM capital for the people of Wrexham. In this way it will provide a platform for Xplore! to develop the personal interest of participants and connect them to the local space industries and potential careers. We have the full support of John Whalley CEO of Space Wales and Rachael Blackburn of Aerospace Wales, with our engagement activities aligning with the needs of the local space sector and associated supply-chain. Our activities will also compliment the activities of Jeremy Howitt at Snowdonia Aerospace, providing a strong link between North West Wales and North East Wales schools, who in time will have access to space-related activities through both organisations.

The planetarium will be situated on the first floor of Xplore’s city centre building, which is not currently accessible to all. The project will therefore also enable the installation of a platform lift, as well as refurbishing the stairwell, and re-locating the staff offices from the ground floor to the first-floor space.

The planetarium is expected to be fully operational by March 2026. It is expected that the planetarium supplier will work with the construction contractor through 2025 and early 2026 to ensure successful completion of the overall project.

* 1. **Scope and Objective of the Tender**
     1. The University is seeking to procure a contract for a fixed dome planetarium supply and installation at Xplore! Science Discovery Centre
     2. The scope of services relating to a fixed dome planetarium supply and installation at Xplore! Science Discovery Centre contract is as follows but not limited to:
* Video playback
* Live, presenter-led real-time astronomy content
* ‘Canned’ pre-rendered full-dome planetarium films
* Live, presenter-led lectures
* Artworks/performances, pre-rendered and live
  + 1. A full list of the documents required for a complete tender submission is provided in **Schedule 3** Document Check.
  1. **Potential Value of the Contract**
     1. The disclosure of the initial grant funding capital for the supply and installation is £222,000 (incl VAT) funded by SPF.
     2. The disclosure of the budget is to provide Tenderers with an indication of the budget available. However, the University expects any Tenders to demonstrate value for money and where possible reduce this figure.

1. PROCUREMENT OPPORTUNITY
   1. This opportunity is for **the supply and installation of fixed-dome planetarium at North Wales Science (trading as Xplore! Science Discovery Centre)** which is based on the Contract Specification, which is also referenced in Schedule 5 (Specification).
   2. On 7th September 2025 a tender notice was published by Wrexham University (“the Authority”) on the Sell2Wales portal and the Central Digital Platform inviting expressions of interest from organisations wishing to be selected to tender for the above opportunity.
   3. This invitation has been issued to those who have expressed an interest in the opportunity (the "Participants").
   4. **Defined terms** – The following defined terms are used in this ITT:
      1. "Act" means the Procurement Act 2023;
      2. "Authority" has the meaning given in clause 2.2;
      3. "Central Digital Platform" has the meaning given in regulation 5 of the Regulations;
      4. "Excluded Supplier" and "Excludable Supplier" have the meaning given in section 57 of the Act;
      5. "Participant" has the meaning given in clause 2.2;
      6. "Commencement Date" has the meaning given in clause 5.2;
      7. "Initial Term" has the meaning given in clause 5.2;
      8. "Portal" means Sell2Wales Portal;
      9. "Regulations" means the Procurement Regulations 2024;
      10. "Renewal Period" has the meaning given in clause 5.2.
2. INDICATIVE PROCUREMENT TIMETABLE
   1. The intended timetable for this procurement is as follows: -

|  |  |
| --- | --- |
| Issue of ITT on the Sell2Wales Portal and Central Digital Platform (CDP) | 8th September, 2025 |
| Deadline for Terms and Conditions of Contract Queries and proposed amendments to be issued by the Participants. | 17th September 2025 at 5pm |
| Deadline for receipt of clarification questions and Site Visits. | 26th September 2025 at 5pm |
| Deadline for the Authority to review (if applicable) Terms & Conditions of Contract queries. | 26th September 2025 at 5pm |
| Deadline for submission of tenders | 3rd October at 12.00pm (Noon) |
| Completion of evaluation | 10th October 2025 |
| Despatch of assessment summaries | 17th October 2025 |
| Intended publication of contract award notice | 21st October 2025 |
| Expected end of mandatory standstill period | 31st October 2025 |
| Contract Award Date | Following expiry of standstill period:  3rd November 2025 |
| Intended commencement of contract | Week commencing 3rd November 2025 |
| Completion of supply & installation of planetarium solution | 13th March 2026 |

* 1. Participants should note that the Authority reserves the right to amend any of the dates and timescales referred to in this ITT at any stage in the tender process.

1. **PROCUREMENT** **PROCESS**
   1. **Procedure and Evaluation -** The procurement procedure being applied to the Contract is an ‘open procedure’ under section 20(2)(a) of the Act. The procedure being applied is set out in detail in Schedule 1 (Evaluation and Award Methodology).
   2. **Terms and conditions of participation -** Participants agree that participation in this tender is subject to the Terms and Conditions of Participation set out in Schedule 2 of this ITT.
   3. **Documents -** All information relevant to this opportunity can be found on the Central Digital Platform and the Sell2 Wales Portal.
   4. **Site visit - No further site visit requests will be accepted after 5.00pm on 26th September 2025**.Please note that any site visit will not include any discussion about the Invitation to Tender (ITT) Pack.
   5. **Evaluation** – Tenders will be evaluated in accordance with details highlighted in Schedule 1 (Evaluation and Award Methodology) and in accordance with Appendix1a WPSQ and Award Criteria Methodology
   6. **Further information** – The Authority may make a change to this ITT or the contract documents at any time by notice to all Participants remaining in the process. The Authority may also issue further information at any time by notice to all Participants remaining in the process.
   7. **Changes** – The Authority expressly reserves the right: (i) not to award any contract as a result of this procurement process; and (ii) to make whatever changes it may see fit to the content and structure of the tendering competition and the contracts. In no circumstances will the Authority be liable for any costs incurred by the Participants as a result of any such change or decision not to award.
   8. **Ending the procurement** – The Authority reserves the right at any time for any reason to abandon the procurement. As such, and notwithstanding any provision of this ITT, the Authority does not (by undertaking this procurement) agree to accept any tender, including the most economically advantageous tender. In no circumstances will the Authority be liable for any costs incurred by the Participants if the procurement is abandoned.
   9. **Due diligence** – Participants will be entirely responsible for carrying out and funding their own due diligence at a level appropriate to them.
   10. **No conflicts of interest –** A Participant must ensure that it and each subcontractor, agent, or adviser with which it engages in connection with the procurement process does not have a conflict of interest with the Authority or otherwise which may affect the procurement process. Where a Participant identifies a conflict of interest, or the risk of a conflict of interest, it must disclose that conflict or risk to the Authority without delay and assist the Authority in the management of that conflict or risk, to the extent that is possible. The Authority reserves the right to exclude a Participant from the process if a conflict of interest exists which cannot be effectively remedied by other less intrusive measures.
2. CONTRACT
   1. Subject to clauses 4.7 and 4.8 the Authority will enter into a contract with the successful Participant. The contract terms will incorporate those set out in Schedule[s] 2,4 and 5 and also Appendix 1d Wrexham University Terms and Conditions of Contract for Services included within this ITT.
   2. The Contract shall commence on the date to be advised by the Authority in the Contract Award Document issued (estimated to be week commencing 3rd November 2025) to the Contractor in due course (the "**Commencement Date**") and (subject to clauses 5.3 and 5.4 below) is intended to continue for an initial period of **1** year from the Commencement Date (the **"Initial Term**").
   3. The Contract may be extended beyond the Initial Term on a maximum of 2 [two] occasions, for a period of up to 1 (one) year on each occasion (each a "**Renewal Period"**) at the Authority's sole discretion, by the Authority giving the Contractor not less than 1 (one) months' notice prior to the expiry of the Initial Term or the Renewal Period (as applicable).

5.4  The estimated current value of the Contract is£222,000 including VAT (this is to cover supply, installation and associated first year costs). Please note this is only an estimate and the Authority cannot guarantee this annual contract value.

* 1. The Authority does not undertake to purchase Goods and/or Services exclusively from the Contractor and does not undertake to purchase any minimum quantities or place any minimum orders from or with the Contractor. Any quantities and/or values of Goods and/or Services stipulated in this ITT should be considered non-binding and indicative estimates only.
  2. Participants may not qualify the terms of the contract in their tender response.
  3. If Participants have any queries regarding the terms of the contract, they may submit comments via the Sell 2 Wales Portal. The deadline for receipt of such comments is **17th September 2025 at 5.00pm**
  4. The Authority will review comments received by Participants by **26th September 2025**. If the Authority considers it appropriate to do so, it may reissue the form of contract to incorporate some, or all the comments submitted by the Participants. All Participants will be required to tender on the basis of the same Contract terms and conditions.
  5. Please see clause 8.1 of Schedule 2. Tenders submitted are offers capable of acceptance.

1. **COMMUNICATIONS**
   1. **Point of contact** – The Authority will conduct all communication relating to this procurement through the Sell2Wales Portal. That is the designated point of contact. If there is a technical failure or the Authority for some other reason elects, all Participants will be given an alternative designated point of contact, which is [procurement@wrexham.ac.uk](mailto:procurement@wrexham.ac.uk)
   2. **Single point communication** – Participants must communicate only through the Sell2Wales Portal (except as set out in clause 6.3). No representative of a Participant should contact any other person at the Authority on any matter connected to this procurement except with the prior approval of the Authority's designated point of contact.
   3. **Requests for clarification** – Participants shall make clarification and information requests through the Question-and-Answer facility on the Portal. Both questions and their answers will be available to all Participants unless otherwise agreed with the Authority (through its designated point of contact) and if agreement cannot be reached the Authority may decline to answer the question if that would be, in the Authority's opinion, inconsistent with its obligations under public procurement law. Participants should note that it is their responsibility to monitor the portal regularly for any postings which may be relevant to their tender submission.
   4. **Participant’s confidentiality obligations** – Each Participant must keep this ITT, and all information contained in it, and appended to it, confidential and must ensure that each of its employees, agents, advisers and sub-contractors is placed under a similar obligation. Please see Schedule 2 (Terms and Conditions of Participation) for more details.
   5. **Sharing information** – The Authority may share any information provided by a Participant with its advisers and members of the evaluation team.

1. SUBMISSION INSTRUCTIONS
   1. **Form of submissions** – All Participants must use the template submission document issued with this ITT at Schedule 3B when submitting their tender submission.
   2. **Format** – All Participants shall submit one electronic copy of their tender submission using the Portal. The documents which require signatures should be signed, scanned as an image and submitted. The originals should be retained by the Participant and may require to be delivered to the Authority.
   3. **Language** – All submissions must be in the English or Welsh language. A Tender submitted in Welsh will be treated no less favourably than a Tender submitted in English. The Authority will make reasonable endeavours to deal with the Participants in the language (either English or Welsh) that the Tender was submitted unless otherwise specified.
   4. **Word / Page limit** – Participants must ensure that they comply with any stated word / page limit indicated in the ITT Response Document Part B (Award Criteria). Additional information in excess of any such word / page limit will be disregarded.
   5. **Supporting documents** – Participants should only submit additional information or documents if directed to do so with a clear reference on each additional information item to the question to which it relates. Unreferenced additional information may be discounted. Marketing and/or promotional literature or any other additional information not requested should not be included and will be discounted.
   6. **Date and time** – Tender submissions should be submitted using the Sell2Wales Portal by **12.00pm (Noon) UK Time on 3rd October 2025.**
   7. **Use of Artificial Intelligence** – AI tools can be used to improve the efficiency of your bid writing process; however, they may also introduce an increased risk of misleading statements via ‘hallucination’. Your submission should clearly identify any instances where AI or machine learning tools, including large language models have been used to generate written content, or support your bid submission.
2. **TUPE (NOT APPLICABLE)**
   1. Participants should note that the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" (TUPE) may apply in respect of the award of the contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) may transfer to the successful Participant on the commencement of the contract.
   2. Participants shall take legal advice to determine the effect of the Transfer of Undertakings (Protection of Employment) Regulations on any staff employed in pursuance of this contract and to carry out any actions the regulations may require. It is the successful Participant's responsibility to consider whether or not TUPE applies, and the successful Participant should take their own legal advice as to whether TUPE will apply and the financial implications for their Tender.
   3. Participants should note that all TUPE information is provided on the basis that it is confidential and must not be used, other than in connection with this Tender. TUPE information will be made available on request provided that the request confirms that the information will be treated as confidential, that it will be destroyed once its purpose has been served and that the Participant will warrant to the Authority that it has been destroyed.
   4. Please submit a request for TUPE information for the Lot/s you intend to bid for using the Portal. Once confirmation is received that the information will be treated confidentially and destroyed once its purpose has been served, the information will be sent to the requesting bidder.
   5. The TUPE information is provided to support Participants to assess and price the potential employment costs and liabilities and indicate their plans for transferring employees in their Tenders.
   6. The Authority accepts no liability whatsoever for any loss or damage suffered by any Participant who submits a successful bid pursuant to this invitation should it subsequently be held that such bid and the award of the contract to the successful Participant does or does not constitute a transfer within the meaning of TUPE. The Authority will not indemnify the successful Participant against any such loss.
   7. The TUPE information will be provided by the existing provider(s) and, therefore, the Authority does not warrant the accuracy or completeness of this information and does not accept any liability ensuing from any inaccuracy in, or omission from, the information.

**SCHEDULE 1: EVALUATION and award methodology**

**Procurement procedure**

* + - 1. The procurement procedure being applied to the Contract is an "open procedure" under section 20(2)(a) of the Act. The most advantageous submission will be identified by a five-step process as set out in more detail in 2.1.

**Process**

* + - 1. The most advantageous submission will be identified by a five-step process.
         1. **Stage one (Procurement specific questionnaire)**: Participants must submit a completed Wales Procurement Specific questionnaire (WPSQ) with their request to participate. The WPSQ is referenced at Schedule 7 of this ITT and included within ITT Response Document Part A WPSQ. Where a Participant is a consortium, all members of the consortium must complete a WPSQ. The part of the WPSQ concerning conditions of participation only requires to be completed by the lead member of the consortium.
         2. **Stage two (Completeness check):** The second step will be a completeness check. A complete submission is one which has been received by the deadline for submission of tenders, is substantially complete and complies substantially with the requirements of this ITT. Clarification and further information may be sought from Participants in order to determine if a submission is complete. The Authority may exclude at this stage any submission that is not complete and may reject any tender submission which is submitted late, late tender submissions will be rejected if the other tender submissions have been opened on the Portal.
         3. **Stage three (Exclusion of excluded and excludable suppliers)**: The Authority will exclude any supplier that is an Excluded Supplier, or an Excludable Supplier based on its response to the WPSQ. The Authority will identify Excludable Suppliers based on the discretionary exclusion grounds identified in paragraph 4 of this Schedule 1. Participants must also upload core supplier information to the Central Digital Platform and confirm to the Authority that they have done so.
         4. **Stage four (Application of conditions of participation):** The Authority will check that each submission satisfies the conditions of participation set out in this ITT on the basis of the WPSQ returned by the Participant. Clarification and further information may be sought from Participants. The Authority may exclude at this stage any submission that does not satisfy the conditions of participation set out in paragraph 5 of this Schedule 1. Participants must also upload core supplier information to the Central Digital Platform and confirm to the Authority that they have done so.
         5. **Stage five (Evaluation and selection of most advantageous tender):** The fifth step will be to evaluate those submissions other than those rejected as not compliant, or not meeting the conditions of participation, in order to determine the most advantageous tender, using the criteria detailed in clause 6 below and in Appendix 1a WPSQ & Award Criteria Evaluation methodology.

**Standstill to entry into contract(s)**

* + - 1. The Authority will issue assessment summaries to the successful and unsuccessful Participants in accordance with regulation 31 of the Regulations. The Authority will also publish a contract award notice in accordance with regulation 27 of the Regulations.
      2. Once the relevant standstill period has ended (being 8 working days from the date of the contract award notice), the Authority intends to enter into a contract with the successful Participant. The Authority shall conclude the contract by issuing a contract award document. In addition, the Authority may send the Participant a legal agreement for signature for its records and in such circumstances the Participant shall countersign and return the legal agreement to the Authority promptly (and no later than 7 days from the date of receipt of such legal agreement).
      3. The Authority may ask the successful Participant to provide verification of statements made in its WPSQ to confirm that it satisfies the conditions of participation and to confirm it is not an Excluded or Excludable Supplier.

**Excludable Suppliers**

* + - 1. The Authority will exclude any Participant to whom any of the following exclusion grounds apply:

|  |  |  |
| --- | --- | --- |
| **Discretionary exclusion ground** | **Statutory reference** | **Applied to this procurement (Y/N)** |
| Labour market misconduct (order made in UK against Participant or connected person) | Schedule 7 paragraph 1 | Y |
| Labour market misconduct (outside UK) | Schedule 7 paragraph 2 | Y |
| Labour market misconduct (evidence of offence under specified legislation) | Schedule 7 paragraph 3 | Y |
| Environmental misconduct | Schedule 7 paragraph 4 | Y |
| Insolvency, bankruptcy, etc | Schedule 7 paragraph 5 | Y |
| Participant or connected person has suspended or ceased carrying on all or a substantial part of its business. | Schedule 7 paragraph 6 | Y |
| Potential competition infringements – Chapter I | Schedule 7 paragraph 7 | Y |
| Potential competition infringements – Chapter II | Schedule 7 paragraph 8 | Y |
| Regulator decision in respect of competition infringement – Chapter II | Schedule 7 paragraph 9 | Y |
| Potential competition infringements – cartel offence | Schedule 7 paragraph 10 | Y |
| Professional misconduct | Schedule 7 paragraph 11 | Y |
| Breach of contract and poor performance | Schedule 7 paragraph 12 | Y |
| Acting improperly in procurement | Schedule 7 paragraph 13 | Y |
| National security | Schedule 7 paragraph 14 | Y |

**Conditions of participation**

* + - 1. The Authority has set out the conditions of participation details in Appendix 1a WPSQ & Award Criteria Evaluation Methodology – WPSQ Tab and “Question Outcome” Column which refers to Pass / Fail participation criteria.
      2. In order to facilitate the Authority's assessment of a Participant's economic and financial standing, the Authority will assess the Participant’s Dun & Bradstreet (D&B) Risk of Failure score which needs to be 50 or more in order to have an initial Pass. Failure to obtain a 50 or more D&B Risk of Failure score will result in the Authority’s Accountants undertaking further analysis using solvency ratios and profitability ratios etc as defined in the WPSQ Supplier Guidance. Participants are asked to provide information on their two most recent accounts, and upon request, provide copies of the most recent audited accounts or up to date financial statements where full audited accounts cannot be provided. The minimum criteria are set out in the WPSQ and Appendix 1a. The Authority may require further information from a Participant in order to consider if the Participant presents an unacceptable level of financial risk.
      3. Participants must achieve at least the minimum pass score for all questions. Any Participant that does not achieve the minimum pass score for any WPSQ question will be excluded at Stage 1 Phase 3 and its submission will not be further considered for the award of the Contract.
      4. Further instructions on what Participants should consider in relation to their response on financial standing is set out in the WPSQ and Appendix 1.
      5. The WPSQ acts as a self-declaration for Participants. The Preferred Bidder will be required to provide all requested certificates and documentation before being awarded the Contract. However, the Authority can ask any Participant to submit their evidence at any point in the procurement process, if this is necessary, to ensure that the process is carried out properly and in a timeous manner to meet with the procurement’s programme requirements.

**Award Criteria**

* + - 1. The headings in this paragraph identify the criteria and sub-criteria against which Participants will be scored in accordance with Appendix 1a WPSQ and Award Criteria Evaluation Methodology. Figures in brackets after each criterion or sub-criterion are the percentages of the total score available which are allocated for that criterion or sub-criterion. More information on each criterion is provided below.
      2. **Commercial / Price (30%)** 
         1. Participants must complete the pricing pro-forma referred to at Schedule 6 which is Appendix 1e Pricing Schedule. Note: clause 10 of Schedule 2 sets out the Authority's approach to abnormally low tenders.
         2. If this Contract is being awarded in a single or multiple lots, Participants must submit prices for all line items listed for each lot for which they are bidding. If a submission is missing for any element in a given lot, the bid will be classified as a non-compliant bid in respect of that lot and no longer considered for that lot.
         3. The price will be evaluated as follows.

The Participant submitting a compliant tender with the lowest price will receive an unweighted score of 100.

The unweighted scores of each other tender will be calculated based on the formula a/b\* 100 where a is the price of the lowest compliant tender and b is the price submitted by the Participant under evaluation. Results will be rounded to 2 decimal places.

Each Participant's marks will be weighted to 30%.

If the Pricing Schedule set out at Schedule 6 includes a rebate, the price which will be evaluated is the price after the rebate has been applied. The amount or percentage of the rebate is therefore not separately evaluated.

* + - * 1. If this Contract is being awarded in lots, Participants will receive a separate Commercial / Pricing Section score for each lot for which they are tendering.
      1. **Technical / Quality (70%)** 
         1. Participants must submit a single response to each of the questions listed in the Technical / Quality Questionnaire document (ITT Response Document Part B (Award Criteria)) enclosed and referenced at Schedule 8. For each question, only the information you provide specifically within that specific single question will be considered in evaluating your answer to that particular question. Any documentation uploaded elsewhere, or information not detailed within that single question response document, will not be considered in the evaluation of that question.
         2. The Specific Technical Questions (STQs) and the weightings allocated to each of them are set out in the table below.

|  |  |  |
| --- | --- | --- |
| **Technical / Quality questionnaire question number in ITT Response Document Part B (Award Criteria)** | **STQ question and description of what will be evaluated** | **STQ question sub weighting** |
| 20.1 | **Adherence and Compliance with Detailed Specification**  21 Sub-Questions with maximum 5 marks per sub-questions and scored as per scoring matrix in Appendix 1a – Scoring Matrix Tab | 50% |
| 20.2 | **Solution Overview**  8 Sub-Questions with maximum 5 marks per sub-questions and scored as per scoring matrix in Appendix 1a – Scoring Matrix Tab | 20% |
| 20.3 | **Contract delivery and implementation plan**  6 Sub-Questions with maximum 5 marks per sub-questions and scored as per scoring matrix in Appendix 1a – Scoring Matrix Tab | 7% |
| 20.4 | **Storage Infrastructure**  4 Sub-Questions with maximum 5 marks per sub-questions and scored as per scoring matrix in Appendix 1a – Scoring Matrix Tab | 3% |
| 20.5 | **Integration with Xplore!/University Infrastructure**  2 Sub-Questions with maximum 5 marks per sub-questions and scored as per scoring matrix in Appendix 1a – Scoring Matrix Tab | 3% |
| 20.6 | **Support and Maintenance**  11 Sub-elements with maximum 5 marks per sub-elements and scored as per scoring matrix in Appendix 1a – Scoring Matrix Tab | 5% |
| 20.7 | **Account Management**  2 sub-questions with maximum 5 marks per sub-question and scored as per scoring matrix in Appendix 1a – Scoring Matrix Tab | 2% |
| 20.8 | **Risk Assessment**  2 sub-questions with maximum 5 marks per sub-question and scored as per scoring matrix in Appendix 1a – Scoring Matrix Tab | 10% |

Please refer to Appendix 1a – WPSQ & Award Criteria Evaluation Methodology – Award Criteria Summary to identify how the score for the Technical / Quality questions will contribute to the total technical / quality score.

* + - * 1. The Technical / Quality Section will be scored by an evaluation panel made up of relevant officers using a pre-defined scoring methodology as defined in Appendix 1a – Scoring Matrix Tab. The scoring system should be read in conjunction with the submission requirements set out in Schedule 3. The weightings allocated to each criterion will be applied to the relevant score to produce a weighted score. The aggregate weighted score will then be calculated.
      1. **Community Benefits** **/ Social Value [%) – NOT APPLICABLE**
         1. Not Used
         2. Not Used
         3. Not Used
      2. **Final Score and Award**
         1. The final score will be calculated based on the Most Advantageous Tender by combining all the scored elements in accordance with the weightings set out in the scoring matrix below. It is intended that the Contract shall be awarded to the highest scoring Participant. See Appendix 1a – WPSQ & Award Criteria Evaluation Methodology – Award Criteria Summary.

*Scoring matrix*

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Weighting** | **Sub-criteria** | **Criteria sub weighting** |
| Qualification (WPSQ) | Pass/Fail | Pass/Fail | Pass/Fail |
| Commercial / Pricing | 30% | Not Applicable | n/a |
| Technical / Quality | 70% | See Appendix 1a – Award Criteria Tab | |
| **TOTAL** | **100%** |  | **100%** |

* + - * 1. The Authority is not bound to accept the lowest cost or any Tender.
        2. Not Used

**SCHEDULE 2: TERMS AND CONDITIONS OF PARTICIPATION**

**Confidentiality and Freedom of Information**

* + - 1. Information provided by the Authority in this ITT must be treated by Participants as private and confidential.
      2. All information submitted by Participants to the Authority may need to be disclosed and/or published by the Authority in compliance with its obligations pursuant to the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004. The Authority may also disclose all information submitted by Participants to its auditors and advisers.
      3. Participants should clearly identify in Appendix 1f Confidential or Commercially Sensitive Information any information included in their submissions which they consider to be confidential, or which contains personal data for the purposes of the Data Protection Act 2018 and the UK GDPR (which has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), and explain in broad terms (in an accompanying letter) what harm might result from disclosure and/or publication of such information. The Authority will have regard to this information, but receipt or evaluation by the Authority of any material marked 'confidential' or equivalent should not be taken to mean that the Authority accepts a duty of confidence in relation to that information. Participants should be aware that, even if a candidate has indicated that information is confidential, the Authority may disclose this information to its auditors where it sees fit and may have to disclose it to comply with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.
      4. The Authority may publish the names and contact details of organisations (and individuals named as contacts) who submit submissions.
      5. At the conclusion of the tender process, information about the winning Participant and its tender (including price information) may be published by the Authority.

**Costs**

* + - 1. Participants are responsible for meeting all costs they incur in participating in this procurement process. The Authority shall not be liable for any costs incurred by Participants and shall not make any contributions to Participants’ costs.

**Canvassing**

* + - 1. Without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Participant may attract, the Authority may disqualify any Participant which, in connection with this procurement:
         1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with the Project; or
         2. does anything which would constitute a breach of the Bribery Act 2010; or
         3. canvasses any of the persons referred to in clause 3.1.1 in connection with the Project; or
         4. contacts any officer of the Authority prior to the contract being awarded about any aspect of the Project in a manner not permitted by this ITT (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Participant of such officer for the purpose of the Project).

**Conflicts of interest**

* + - 1. A Participant must ensure that it and each subcontractor, agent or adviser with which it engages in connection with the procurement process does not have a conflict of interest with the Authority or otherwise which may affect the procurement process. Where a Participant identifies a conflict of interest, or the risk of a conflict of interest, it must disclose that conflict or risk to the Authority without delay and assist the Authority in the management of that conflict or risk, to the extent that is possible. The Authority reserves the right to exclude a Participant from the process if a conflict of interest exists which cannot be effectively remedied by other less intrusive measures.

**Non-collusion**

* + - 1. Without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Participant may attract, the Authority may disqualify any Participant which, in connection with this procurement:
         1. fixes or adjusts the amount of its submission by or in accordance with any agreement or arrangement with any other Participant; or
         2. enters into any agreement or arrangement with any other person that it shall refrain from making a submission or as to the amount of any submission to be submitted; or
         3. causes or induces any person to enter into such agreement or arrangement as is mentioned in either clauses 5.1.1 or 5.1.2 or to inform any Participant of the amount or approximate amount of any rival submission; or
         4. communicates to any person other than the Authority the amount or approximate amount of its proposed submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the submission or where both are acting as members of a consortium which has made a submission).
      2. Each Participant is required to return a certificate confirming non-collusion with its submission – please see Schedule 4.

**Reserved rights**

* + - 1. The Authority reserves the right to change the basis of the procedures for or to discontinue this procurement process, and not to award a contract pursuant to it. The process does not in any way bind the Authority to award a contract. Under no circumstances shall the Authority incur any liability in respect thereof.
      2. The Authority reserves the right to review the economic and financial standing or technical or professional ability of a Participant if there are changes in the Participant's circumstances at any time during the procurement procedure, particularly if there is a change to the constituent members of a consortium Participant, or any change of identity, control, financial standing or other factor which may have affected the assessment of the Participant at the pre-qualification stage. Following such a review, the Authority reserves the right to disqualify a Participant if the changed circumstances mean that, had they arisen before the pre-qualification process, the Participant would not have been shortlisted to be invited to tender and/or progressed to Stage 3 (Evaluation and Award Stage).

**Consortia applications and group companies**

* + - 1. Where the successful candidate is a consortium, the members of it may be required to enter into the contract (and any other ancillary contracts) with the Authority on a joint and several basis.

**Entry into contract**

* + - 1. Tenders received will be offers capable of acceptance by the Authority. In addition, the Authority may draw up a contract for signature by it and the successful Participant. All tenders submitted to the Authority must remain open for acceptance for a period of 90 (ninety) days from the Tender closing date.

**Incomplete Tenders**

* + - 1. Participants must ensure that all documentation has been properly completed, and that all information requested in this ITT has been clearly and accurately stated in the tender submission, as failure to do so may result in the tender submission not being considered. Likewise, if a Participant fails to provide any documentation subsequently requested as part of a Request for Documentation, this could result in the Participant being excluded from the tender process thereafter.
      2. If it is apparent that a Participant has submitted a fundamentally non-compliant tender submission in respect of any of the ITT requirements, the Authority may choose to reject that Tender and continue to assess the other Tenders, as appropriate. However, clarification may be sought from such a Participant to determine whether their tender submission could be made complete and compliant. In the event that the Authority requires clarification in respect of such a tender submission, this must be provided to the Authority within two (2) Working Days of request.

**Abnormally Low Tenders**

* + - 1. Where the Authority considers any Tender to be abnormally low, the Authority will request an explanation, in writing, from the Participant of the prices or costs proposed in a Tender; and assess the information provided in response by the Participant. If the explanations and information provided do not account, to the Authority's satisfaction, for the level of prices or costs proposed in the Tender, the Authority may reject the Tender.

**SCHEDULE 3: SUBMISSION REQUIREMENTS**

**Part A**

1. The Authority requires Participants to make their submissions in the form of the document issued with this ITT. Part B of this Schedule 3 contains the form of the tender submission and a checklist of the documentation to be submitted as part of your ITT Response submission.
2. Participants must complete the documents specified at Part B of this Schedule 3 in the form provided. Participants should not seek to change the order of the information in the form.
3. The documents which require signatures should be signed, scanned as an image and submitted. The originals should be retained by the Participant and must be delivered to the Authority on request.

**Part B**

TENDER SUBMISSION TEMPLATE – DOCUMENT REQUIREMENTS TO BE SUBMITTED AS PART OF THIS TENDER RESPONSE SUBMISSION

1. **Form of submission certificate (Schedule 4)**

The submission should include the signed submission certificate on the Participant’s headed paper in the format enclosed at Schedule 4.

2. **Specification (Schedule 5)**

3. **Pricing Schedule (Schedule 6)**

Please complete the financial pro-forma (referenced at Schedule 6 which is Appendix 1e Pricing Schedule). All costs should be stated in pounds sterling (£).

4. **Wales Procurement Specific Questionnaire (WPSQ) (Schedule 7)**

Please provide a completed Wales Procurement Specific Questionnaire (WPSQ) excel spreadsheet (referenced at Schedule 7 which is ITT Response Document Part A (WPSQ).

5. **Technical / Quality Questionnaire (Schedule 8)**

Please provide a completed technical/ quality questionnaire (referenced at Schedule 8 which is ITT Response Document Part B Award Criteria – Section 20 Quality Questions

6. **Community Benefits / Social Value (Schedule 9)**

Not Used

7. **Offer (Schedule 10)**

The submission should include the signed offer on the Participant’s headed paper in the format enclosed at Schedule 10.

8. **Confidential or Commercially Sensitive Information**

Please complete and submit (if applicable) Appendix 1f Confidential or Commercially Sensitive Information document.

9. **Other Declarations**

Please complete and submit the ITT Response Document Part C (Other Declarations), in relation to providing Insurance cover details currently in place and also to provide details for the named person to contact in relation to the Participant’s Invitation to Tender (ITT) Response Submission.

**SCHEDULE 4: SUBMISSION CERTIFICATE**

This certificate must be printed on the headed paper of the Participant in the form of a letter addressed to the Authority. The certificate must be returned with each submission.

1. Date

This certificate is dated [Participant to insert date]. It relates to our submission for the Invitation to Submit a Tender for **the provision of a fixed dome planetarium supply and installation at Xplore! Science Discovery Centre.**

1. Wales Procurement Specific Questionnaire (WPSQ) confirmation

We confirm that our response to the Wales Procurement Specific Questionnaire (WPSQ) is true and accurate in all material aspects as at the date of this certificate.

1. Canvassing

We certify that in making this submission we have not (and will not have before the award of any contract for the work):

* 1. offered any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with the Project; or
  2. done anything which would constitute a breach of the Bribery Act 2010; or
  3. canvassed any of the persons referred to in clause 3a of this Submission Certificate in connection with the Project; or
  4. contacted any officer of the Authority prior to the contract being awarded about any aspect of the Project in a manner not permitted by this procurement (including without limitation a contact for the purposes of discussing the possible transfer to our employment of such officer for the purpose of the Project).

1. Non-collusion

We certify that this submission is made in good faith and that we have not (and will not have before the award of any contract for the work):

* 1. fixed or adjusted the amount of our submission by or in accordance with any agreement or arrangement with any other Participant; or
  2. entered into any agreement or arrangement with any other person that the other person shall refrain from making a submission or as to the amount of any submission to be submitted; or
  3. caused or induced any person to enter into such agreement as is mentioned in either clauses 4a or 4b of this Submission Certificate or to inform us of the amount or approximate amount of any rival submission; or
  4. communicated to any person other than the Authority the amount or approximate amount of our proposed submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the submission or where both are acting as members of a consortium which has made a submission).

1. Use of Artificial Intelligence

We certify that we have clearly identified any text forming part of our submission which has been generated by artificial intelligence or machine learning tools, including large language models, and that any such text has been checked and verified for accuracy.

1. **Acceptance of Contract Terms and Conditions**

On behalf of the Participant I hereby confirm:

6.1 In the event that Authority wishes to enter into agreement with the Participant within the prerequisite period, I will sign the agreement which shall consist of All documents contained within the tender pack including Schedules completed and submitted with this Tender; and

6.1.1 Acceptance of all the contract terms and conditions contained in Invitation to Tender (ITT) documentation.

6.2 I/we have read the information provided in Your Invitation to Tender and, subject to and upon the terms and conditions contained therein, I/we offer to supply the Goods, Works and Services described in the said Tender documents in such manner as may be required:

6.2.1 Model Contract: I/we agree that this Tender and any contract which may result there from it shall be subject to the documents detailed within this submission and that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from me/us in connection with this Tender shall not be applicable and that this Tender shall remain open for acceptance for a period of 90 calendar days from the Tender return date.

6.2.2 The prices quoted in this Tender are valid for acceptance for 90 days from the final day for submission of Tenders 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.

6.2.3 I/we note that the Contract shall be valid upon acceptance and signature by both parties of to the Contract.

6.2.4 Law: 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.

6.2.5 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.

6.3 I am authorised to sign Tenders on behalf of my Company, and I have read and understood the Instructions to Tender document and any other documents enclosed within this Tender.

In this certificate, the word “person” includes any persons and anybody or association, corporate or unincorporated; any “agreement” or ‟arrangement” includes any transaction, formal or informal and whether legally binding or not; and “work‟ means the work in relation to which this submission is made.

Signature………………………………………………

in the capacity of …………………………………….

Name (Block Capitals) ……………………………….

Authorised to sign the submission for and on behalf

of…………………………………………....

SCHEDULE 5 – SPECIFICATION

|  |  |  |  |
| --- | --- | --- | --- |
| **MANDATORY ELEMENTS** | | | |
| **Planetarium** | **AV Equipment** | **Software** | **Seating** |
| 1. Maximum sized negative pressure dome to fit the dimensions of the room (diameter of the room: 7.65m; ceiling height: 4.875m) | 7. 2D projection system | 14. 1-year minimum full catalogue access for high impact content |  |
| 1. On-site installation of full solution | 8. High contrast ratio (minimum 20,000:1) | 15. Lifetime planetarium access to live star-mapping software |  |
| 1. 30-person minimum capacity | 9. Installation of AV equipment |  |  |
| 1. Fire-retardant materials | 10. Sound system (minimum 5.1 surround sound) |  |  |
| 1. Overhead planetarium experience; curved ceiling | 11. Minimum 4K resolution |  |  |
| 1. Training in operation and maintenance of the solution of a minimum of 2 Xplore! personnel | 12. Must be compatible with centralised audio system in future  (Audio cut off if fire-alarm sounds) |  |  |
|  | 13. Minimum 3-year warranty (define inclusion/exclusion elements) |  |  |
| **OPTIONAL ELEMENTS** | | | |
|  | 16. 3D projection system | 18. Non-astronomy content provision | 21. Seating for up to 30 people |
|  | 17. 5-year warranty | 19. Option to create bespoke content |  |
|  |  | 20. Compatibility with existing portable planetaria |  |

SCHEDULE 6 – PRICING SCHEDULE

See also Appendix 1e Pricing Schedule and ITT Response Document Part B Section 19 Award Criteria Pricing Document Instructions.

**Part A – Pricing Terms and Conditions**

**A.1 Indexation**

All pricing submitted in your response to the Pricing Document in Appendix 1e must be fixed for initially the first 2 YEARS of the contract unless amended as agreed by the University. Any Pricing adjustment shall be based on an agreed Pay-related Index.

**A.2 Payment profile clause**

All valid invoices presented will be paid within 30 days from the invoice tax date.

**A.3 Rebate clause**

Not Applicable

**Part B – Pricing document**

The Pricing Document will be evaluated on the basis of the Total Cost over the entire word bandings (Inclusive of VAT).

For any United Kingdom based Tenderer the Pricing Document in Appendix 1e should be in British pound sterling and shall be exclusive of VAT and inclusive of VAT @20% and include all other Taxes and Tariffs, where applicable. Please complete Appendix 1e fully as required.

For any Tenderer based outside the United Kingdom the Pricing Document in Appendix 1e should be in British pounds sterling. However, the University will need to account for a reverse charge at 20% to HMCE. Therefor the cost of the services, including the reverse charge, will need to be within the indicative budget and total tender sum and Appendix 1e needs to be completed fully as required.

The Pricing Document, which is found in Appendix 1e – Pricing Schedule has been allocated an overall Total weighting of 30%. The scoring methodology is detailed within Schedule 1 **Appendix 1a WPSQ Award Criteria Evaluation Methodology - Award Criteria Tab.**

The most competitive total price will achieve the full marks available. Pro-rated scores will then be applied to other Tenders.

Each Tenderer's completed Pricing Document will be scored using the following formula: (Lowest Tender Price Bid /Actual Tender Price Bid) x100 = Weighted Price Score.

Weighted Price Score x Price Weighting (30%) = Price Score

Tenderers should be aware that this calculation may result in a negative score for price, which will be added to the Quality Scores. It should be noted that receiving a negative score for Price will detract from a Positive Quality Scores when they are combined to produce a final score.

**Missing Price Items in Pricing Document**

Where a Participant omits to price a particular pricing item (if applicable) then the following will apply. The Participant will be contacted to clarify the missing price item and give a deadline to provide a response. If the information is not provided by the deadline, then the Tender may be rejected.

**Pricing Computation Errors**

If a Pricing Document is discovered to contain computation errors during the evaluation stage, then the Participant will confirm or withdraw their Tender bid offer.

**Abnormally Low Prices**

Participants should be aware that in evaluating pricing, the Authority will consider the credibility of the price submitted for the goods, works or services being procured. If officers do not believe the price is realistic (e.g., unrealistically low prices for goods/works or resource commitments etc.), the Authority may seek clarification from the Participant to understand further the basis of the price submitted. If clarification does not satisfy the Authority’s concerns, the Authority reserves the right to reject the proposal from further evaluation, and the Tender will be rejected and not be considered further in this process. Participant should note that prices cannot be altered after final bids have been submitted. However, the University reserves the right to clarify aspects that are either missing or there is an error with the information that has been submitted.

If an ITT bid is disqualified because of being an Abnormally Low Tender Price, then the next Lowest Invitation to Tender Price Bid that has not been disqualified shall be used for the above calculation.

**Qualified Pricing**

Participants must not caveat or qualify their pricing. The Pricing Document must be completed in the form that it has been issued.

SCHEDULE 7 – WALES PROCUREMENT SPECIFIC QUESTIONNAIRE (WPSQ)

Please review and complete the ITT Response Document PART A (WPSQ) TEMPLATE (Excel Spreadsheet)

SCHEDULE 8 – TECHNICAL / QUALITY QUESTIONNAIRE

Please review and complete ITT Response Document Part B – Award Criteria in relation to Section 20 Technical / Quality Questions

The Quality Questions within the **ITT Response Document PART B (Award Criteria Response Document)** been allocated an overall Total weighting of 70%. The scoring methodology is detailed within Schedule 1 **Appendix 1a – WPSQ & Award Criteria Evaluation Methodology - Award Criteria Summary Tab.**

To calculate the weighted score for each Quality Question section, the weighted score will be calculated on the following basis:

Tender Score Awarded/Maximum Score Available X Sub-Weighting for the Quality Section As an example:

* if a Quality Question section had a Sub-weighting of 10% and the maximum score is 20 marks (4 bullet point questions with a maximum of 5 marks per bullet point question),
* a Tenderer receives the full 20 marks.

Applying the formula above, would result in the following calculation for the individual Quality Question section:

20/20 x 10% = 10%

The Weighted score for each individual Quality Question section would then be added together to calculate a Total Quality Weighted Score out of 100.

Total Quality Weighted Score X Quality Weighting (70%) = Quality Score

SCHEDULE 9 – COMMUNITY BENEFITS / SOCIAL VALUE

NOT USED

SCHEDULE 10 – OFFER

This offer is dated [insert date]. It relates to our submission for the Invitation to Submit a Tender for **the supply and installation of fixed-dome planetarium at North Wales Science (trading as Xplore! Science Discovery Centre).** Our submission to you is an offer which is capable of legal acceptance by you to create a contract between us. This offer shall remain valid and in effect for a period of 90 days following the date of submission.

Signature………………………………………………

in the capacity of …………………………………….

Name (Block Capitals) ……………………………….

Authorised to sign the submission for and on behalf

of…………………………………………....

SCHEDULE 11 – TERMS AND CONDITIONS OF CONTRACT

Please see Appendix 1d – Wrexham University – General Terms & Conditions of Contract for Services

Please also note section 5 - Contract (Page 5 & 6) within the ITT Instructions.