



DOCUMENT:

Invitation to Tender

SERVICE:

Air Conditioning and Ventilation Plant 2026

CLIENT:

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DOCUMENT CONTROL

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1. INTRODUCTION

1.1. THE UNIVERSITY

- 1.1.1. Prifysgol Wrexham / Wrexham University (the “University”) whose principal place of business is Plas Coch Campus, Mold Road, Wrexham, Wales, LL11 2AW, invites Tenders for the provision of the Air Conditioning and Ventilation maintenance as described in this Invitation to Tender (“ITT”) and its Appendices.
- 1.1.2. The University’s heritage dates to 1887. The University operates as an anchor institution for Northeast Wales and the wider region, with a strong applied focus and a programme of significant investment.

1.2. PURPOSE OF THIS ITT

- 1.2.1. The purpose of this ITT is to select a suitably qualified and experienced Supplier to undertake the delivery of the Air Conditioning Maintenance across the University estate, including reactive maintenance and planned preventative maintenance (“PPM”), together with associated statutory inspections and performance management.
- 1.2.2. This ITT is issued via the Sell2Wales portal. The University reserves the right not to award any contract as a result of this process.

1.3. CONTRACT OVERVIEW

- 1.3.1. The Contract is intended to cover:
 - a) PPM services to air conditioning, mechanical ventilation and associated control systems in accordance with manufacturers’ recommendations, SFG20 (or equivalent standard) and applicable legislation (see Appendix 1 and Appendix 2).
 - b) Reactive and remedial maintenance, fault diagnosis and rectification of air conditioning and mechanical ventilation plant.
 - c) Statutory inspections, certification and record keeping
 - d) Performance reporting against Key Performance Indicators (“KPIs”) (Appendix 3/Appendix 2 as applicable).
- 1.3.2. The Contract shall be a single-supplier agreement unless otherwise stated in the Contract award notice.
- 1.3.3. The anticipated Contract commencement date is Saturday the 1st Sept 2026 with an initial term of 3 Years and the options to extend for a further 2 Years subject to performance and University requirements. (The University is under no obligation to exercise any extension).

1.4. SCOPE AND TECHNICAL STANDARDS

- 1.4.1. Detailed scope and service requirements are set out in Appendix 1 (PPM Specification) and Appendix 2 (Service Specification & Performance Requirements). In the event of conflict, the order of precedence shall be the executed Contract; this ITT; Appendix 2; Appendix 1; Appendix 3; Appendix 4; Appendix 5; Tenderer’s Response.

- 1.4.2. The Supplier shall ensure compliance with all relevant and current legislation and standards applicable to the services being delivered (including but not limited to the Fluorinated Greenhouse Gases Regulations, the Environmental Protection Act, the Electricity at Work Regulations, the Control of Substances Hazardous to Health Regulations (COSHH), and relevant BS/EN standards referenced in the Specifications).

1.5. SOCIAL VALUE, SUSTAINABILITY AND WELSH POLICY

- 1.5.1. The University supports the Well-Being of Future Generations (Wales) Act 2015. The Supplier shall propose and deliver social, environmental and economic value outcomes proportionate to the Contract.
- 1.5.2. The Supplier shall support the University's Net Zero objectives, including energy efficiency, carbon reduction and modernisation of air conditioning and mechanical ventilation systems. The Supplier shall promote the use of low-GWP refrigerants, efficient control strategies and environmentally responsible maintenance practices in line with current F-Gas and sustainability guidance.

1.6. DATA, CONFIDENTIALITY AND IP

- 1.6.1. UK GDPR and Data Protection Act 2018 obligations apply where personal data is processed (see clause 5.7 and the Data Processing requirements).
- 1.6.2. All records created under the Contract (including service sheets, asset registers, certificates and performance data) shall be made available to the University and shall be the property of the University unless otherwise agreed.

1.7. NO OBLIGATION / COSTS

- 1.7.1. This ITT does not constitute an offer. Tenders are submitted at the Tenderer's cost. The University shall not be liable for any costs incurred in the preparation or submission of any Tender or in any related negotiations.

2. UNIVERSITY BUILDING AND ASSETS

- 2.1.1. The Services shall cover all air conditioning and ventilation and associated systems within the university estate as identified in Appendix 5 (Asset Lists) and as may be reasonably updated by the University during the Contract Term.
- 2.1.2. The University comprises the following campuses, all of which are included within this agreement:
- Northop
 - Corbishley & Mitchelmoore
 - Plas Coch
 - The Bevan Building
 - Catrin Finch Centre
 - Centre for the Child
 - Centre for the Child
 - Creative Industries Building
 - Lego Building
 - Library
 - M Block Tower
 - Main Building
 - Sim Suite
 - Sports Centre
 - Regent Street
 - Main Building inc Workshops
 - St Asaph
 - Optic
 - Wrexham Village (Accommodation Blocks)
 - Erddig Block
 - John Neal Block
 - Xplore
 - Xplore Henblas Street

Full asset information can be found in **Appendix 5 – Asset Lists**

3. PROCUREMENT PROCESS

3.1. LEGAL FRAMEWORK AND PROCEDURE

- 3.1.1. This procurement is conducted under the Procurement Act 2023 and applicable secondary legislation.
- 3.1.2. The University is conducting a single-stage open procedure via Sell2Wales
- 3.1.3. The University reserves the right to amend or cancel the ITT at any time.

3.2. COMMUNICATIONS

- 3.2.1. All communications, clarifications and submissions must be made exclusively via the Sell2Wales portal. Direct emails or telephone calls to University staff or its consultants are not permitted and may result in disqualification.
- 3.2.2. Clarification questions must be submitted by the Clarification Deadline stated in Section 7 (Timetable). Responses will be issued via Sell2Wales. Where a response is of general relevance it will be shared with all Tenderers in anonymised form.

3.3. VARIANTS

- 3.3.1. Variant Tenders are not permitted unless expressly allowed in Appendix 2. Where permitted, a compliant Tender must also be submitted.

3.4. AMENDMENTS TO THE ITT

- 3.4.1. The University may issue amendments or additional information. Tenderers must ensure that their Tender takes account of all such amendments.

3.5. TENDER SUBMISSION AND VALIDITY

- 3.5.1. Tenders must be submitted via Sell2Wales by the stated Deadline. Late submissions may not be accepted.
- 3.5.2. Tenders must remain open for acceptance for 90 calendar days from the Tender Submission Deadline.

3.6. RIGHT TO REJECT / CLARIFY

- 3.6.1. The University may reject any Tender that is incomplete, non-compliant, or contains material omissions.
- 3.6.2. The University may request clarifications; failure to respond within the specified timeframe may result in rejection.

3.7. CONFIDENTIALITY, FOI AND EIR

- 3.7.1. Information provided in this ITT is confidential and may be used solely for the purpose of preparing a Tender.
- 3.7.2. The University is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The University may be required to disclose information (including parts of any Tender) in response to requests. Tenderers should clearly mark genuinely commercially sensitive information and provide a rationale. The final decision on disclosure rests with the University.

3.8. DATA PROTECTION (UK GDPR)

- 3.8.1. To the extent the Supplier processes personal data on behalf of the University, the Supplier shall act as a Processor and comply with UK GDPR and the Data Protection Act 2018. A Data Processing Schedule will be incorporated into the Contract where applicable.
- 3.8.2. The Supplier shall not engage sub-processors without the University's prior written authorisation and shall ensure appropriate technical and organisational measures are in place.
- 3.8.3. Personal data shall not be transferred outside the UK without compliance and applicable transfer mechanisms and the University's written consent.

3.9. COLLUSION, CANVASSING AND CONFLICTS

- 3.9.1. Any attempt to influence the procurement process by canvassing University staff, Governors or advisers may result in disqualification.
- 3.9.2. Tenderers must not collude with any other person in relation to price or any other aspect of their Tender.
- 3.9.3. Actual or potential conflicts of interest must be declared promptly with proposed mitigations.

3.10. STANDSTILL, FEEDBACK AND TRANSPARENCY

- 3.10.1. Following evaluation, the University intends to issue notices of intention to award and provide feedback in accordance with the Procurement Act 2023.
- 3.10.2. The University will publish transparency notices/award notices as required by the Procurement Act 2023.

3.11. DISCLAIMER

- 3.11.1. Whilst the University has taken care to ensure the accuracy of the information in this ITT, it gives no warranty and accepts no liability for its accuracy or completeness. Tenderers must conduct their own investigations and form their own conclusions.

4. EVALUATION AND AWARD CRITERIA

4.1. OVERVIEW

- 4.1.1. The Contract will be awarded on the basis of the Most Advantageous Tender (MAT), taking into account Quality and Price.
- 4.1.2. Only Tenders that meet all mandatory Pass/Fail Requirements (Section 5 and Supplier Response Forms) will proceed to the scored evaluation.

4.2. WEIGHTINGS

- 4.2.1. Quality: 70% (see Appendix 3 for detailed criteria and sub-weights).
- 4.2.2. Price: 30% (see 4.5 – 4.8).

4.3. QUALITY EVALUATION METHODOLOGY

- 4.3.1. Quality questions and sub-criteria are set out in Appendix 3 – Award Criteria & Scoring Mechanism.
- 4.3.2. Unless stated otherwise, responses will be scored on a 0-4 scale.
- 4.3.3. University Consultants will evaluate the score independently. The University may seek clarifications. Final moderated scores will be used.

4.4. PRICE EVALUATION METHODOLOGY

- 4.4.1. The Evaluated Price will be derived from the completed Appendix 4 – Pricing Schedule, adjusted (where applicable) for: arithmetic corrections; omissions (see 4.6); identified non-compliances and stated assumptions that materially affect price comparability.
- 4.4.2. Price Score Formula (standard pro-rata):
 - $\text{Tenderer's Price Score} = (\text{Lowest Evaluated Price} / \text{Tenderer's Evaluated Price}) \times 30$ (max price points).

4.5. ABNORMALLY LOW TENDERS

- 4.5.1. If a Tender appears abnormally low in relation to the services, the University may require the Tenderer to explain the price or costs proposed.
- 4.5.2. If, after assessing the explanation, the University is not satisfied that the Tender is sustainable and compliant, the Tender may be rejected.

4.6. MISSING SERVICE PRICES / LINE OMISSIONS

- 4.6.1. Where a Tenderer omits to price a required service line in Appendix 4, the University may, for evaluation purposes, price the omission at the highest price submitted by any compliant Tenderer for the equivalent line item.
- 4.6.2. Where no compliant price exists for a line, no adjustments will be made for that line.
- 4.6.3. Repeated or material omissions may render a Tender non-compliant and subject to rejection.

5. MANDATORY PASS/FAIL COMPLIANCE REQUIREMENTS

RFQ for Services Form

Tenderers must complete and return the RFQ for Services Form as part of their submission. This form acts as a formal declaration and cover sheet for the tender return. Failure to submit a signed RFQ form may result in disqualification.

5.1. SUPPLIER INFORMATION (FORM A)

- 5.1.1. Full legal details.

5.2. FINANCIAL STANDING (FORM B)

- 5.2.1. Audited accounts, turnover threshold, insolvency checks.

5.3. INSURANCE (FORM C)

- 5.3.1. Employers' Liability £10m;
- 5.3.2. Public Liability £10m;
- 5.3.3. Professional Indemnity £2m;
- 5.3.4. Contractors All Risks £10m.

5.4. HEALTH & SAFETY (FORM D)

- 5.4.1. Signed H&S policy; competent advice; prosecutions; method statements; HVAC system safety training (F-Gas, electrical isolation, confined spaces, working at height, and refrigerant handling).

5.5. TECHNICAL & PROFESSIONAL ABILITY (FORM E)

- 5.5.1. Relevant contract examples and evidence of technical competence. F-Gas certification, REFCOM or equivalent registration, compliance with the Fluorinated Greenhouse Gases Regulations, and adherence to relevant HVAC industry standards.

5.6. EQUALITY, DIVERSITY & INCLUSION (FORM F)

- 5.6.1. Equality Act compliance; policy; tribunal disclosures.

5.7. MODERN SLAVERY (FORM G)

- 5.7.1. Compliance with Modern Slavery Act 2015; statement if $\geq$ £36m turnover.

5.8. CONFLICTS OF INTEREST (FORM H)

- 5.8.1. Tenderers must declare any actual or potential conflicts of interest that could arise in connection with this contract. If no conflicts exist, this must be confirmed on the form.

5.9. ENVIRONMENTAL MANAGEMENT (FORM I)

- 5.9.1. Environmental Policy; waste management; compliance with refrigerant handling and F-Gas regulations; minimisation of emissions and leakage; ISO 14001 or equivalent environmental management certification (desirable).

5.10. BRIBERY, FRAUD, TAX EVASION

- 5.10.1. Bribery Act 2010, Fraud Act 2006, CFA 2017 compliance.

5.11.LICENCES AND PROFESSIONAL REGISTRATION

- 5.11.1. All relevant accreditations and memberships to professional bodies and organisations e.g. Gas Safe registration; OFTEC where applicable.

5.12.DATA PROTECTION AND INFORMATION GOVERNANCE

- 5.12.1. The University is subject to the provisions of the UK General Data Protection Regulations (UK GDPR). The Data Protection Act 2018, and the Freedom of Information Act 2000. Tenderers must ensure that any personal data processed in the delivery of the services is handled in full compliance with these requirements.
- 5.12.2. The successful Contractor will be required to enter into appropriate data protection and information governance arrangements with the University, which may include a Data Processing Agreements.
- 5.12.3. Tenderers must confirm their ability to comply with these requirements as part of the RFQ for Services Form.

6. UNIVERSITY COMMITMENTS, SOCIAL VALUE AND SUSTAINABILITY

6.1. GENERAL

- 6.1.1. The University is committed to the highest standards of corporate governance. Ethical practice and compliance with statutory and policy requirements imposed upon it as a publicly funded higher education institution in Wales.
- 6.1.2. Tenderers are required to familiarise themselves with these commitments and to ensure that their tender and any subsequent performance of the Contract is fully consistent with them.
- 6.1.3. The obligations contained in this section are of fundamental importance. Failure to demonstrate adequate understanding or to commit to delivery in accordance with these requirements may result in rejection of the Tender or termination of the Contract.

6.2. WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015

- 6.2.1. The University supports well-being Goals and the Sustainable Development Principle as defined in the Well-Being of Future Generations (Wales) Act 2015.
- 6.2.2. The Supplier shall be required to deliver the services in a manner consistent with these principles, including but not limited to:
- Long-term sustainability of air conditioning, refrigeration and ventilation systems.
 - Prevention of harm through proactive maintenance, refrigerant containment and energy-efficient operation.
 - Integrations with the University's wider carbon and estates strategy.
 - Collaboration with University staff, students and other stakeholders.
 - Involvement of the local community where appropriate.

6.3. NET ZERO WALES AND ENVIRONMENTAL SUSTAINABILITY

6.3.1. The University supports targets in line with Welsh Government's Net Zero Wales Policy

6.3.2. The Supplier shall:

- Propose and deliver initiatives to reduce the carbon footprint of air conditioning and ventilation systems, including the adoption of energy-efficient technologies, smart controls and low-GWP refrigerants.
- Comply with all applicable environmental legislation, including the Environmental Protection Act 1990, the Fluorinated Greenhouse Gases Regulations and the Waste (England and Wales) Regulations 2011.
- Ensure that all waste and redundant equipment (including refrigerants and components) is managed in accordance with the waste hierarchy — prevention, reuse, recycling, recovery, disposal.
- Minimise water, energy and refrigerant consumption in the execution of works.
- Support the University in reporting environmental performance metrics.

6.4. ETHICAL EMPLOYMENT AND SUPPLY CHAINS

6.4.1. The University supports the Welsh Government's Code of Practice: Ethical Employment in Supply Chains

6.4.2. The Supplier shall:

- Ensure that modern slavery and human trafficking are not present in its supply chains, in accordance with the Modern Slavery Act 2015.
- Refrain from the use of zero-hours contracts inconsistent with fair work principles.
- Take all reasonable steps to ensure trade union membership is not as a barrier to employment or progression.
- Commit to transparent payment practices throughout the supply chain, including prompt payment of subcontractors.

6.5. EQUALITY, DIVERSITY AND INCLUSION

6.5.1. The University is committed to eliminating unlawful discrimination and promoting equality of opportunity in accordance with the Equality Act 2010 and the Public Sector Equality Duty.

6.5.2. The Supplier shall:

- Ensure compliance with the Equality Act 2010.
- Implement and maintain an Equality, Diversity and Inclusion policy consistent with best practice.
- Provide appropriate training to staff engaged on the Contract.
- Report to the University any findings of unlawful discrimination or breaches of equality law within its organisation or supply chain.

6.6. WELSH LANGUAGE STANDARDS

- 6.6.1. The University is subject to the Welsh Language (Wales) Measure 2011 and its associated standards.
- 6.6.2. The Supplier shall respect and support the University's duties under these standards, including (where reasonably practicable):
- Provision of bilingual documentation and signage in areas accessible to staff, students and the public.
 - Ensuring that staff interfacing with the University community are sensitive to the bilingual context of Wales.
 - Supporting the University in responding to any reasonable requests to use the Welsh language.

6.7. COMMUNITY BENEFITS

- 6.7.1. The University supports the delivery of community benefits through its procurement activities.
- 6.7.2. The Supplier shall, where proportionate to the value of Contract:
- Provide opportunities for apprenticeships, training and work experience placements.
 - Engage local small and medium enterprises (SMEs) in its supply chain.
 - Support employability and skills development initiatives in partnership with the University.
 - Contribute to community engagement and outreach programmes relevant to air conditioning and ventilation works.

6.8. MONITORING AND REPORTING

- 6.8.1. The Supplier shall report to the University, at intervals to be agreed on progress against the commitments contains in this section.
- 6.8.2. Key performance indicators may be set out in Appendix 2 and Appendix 3 in relation to social value and sustainability outcomes.
- 6.8.3. The University reserves the right to require remedial action or, in serious cases, to treat failure to deliver social value or sustainability commitments as a material breach or the Contract.

7. INSTRUCTION TO TENDERERS

7.1. GENERAL INSTRUCTIONS

- 7.1.1. Tenderers must read this ITT in full, together with all Appendices, and ensure that they understand all requirements prior to submitting a Tender.
- 7.1.2. Tenders must be submitted strictly in accordance with these instructions. Failure to do so may result in disqualification.
- 7.1.3. All Tender documentation issued by the University is and shall remain the property of the University. Documentation may not be copied or used for any purpose other than the preparation of a Tender.

7.2. SUBMISSION OF TENDERS

- 7.2.1. Tenders must be submitted electronically via the Sell2Wales portal.
- 7.2.2. The Tender Submission Deadline is set out in Section 7.8 (Timetable),
- 7.2.3. Late Tenders may not be accepted. The Sell2Wales portal timestamp shall be conclusive evidence of time of submission.
- 7.2.4. Tenders submitted via email, fax, post, courier or by hand will not be accepted.

7.3. TENDER FORMAT

- 7.3.1. Tenderers must complete and return the **RFQ for Services Form, all Supplier Response Forms (Forms A-I)** and **Appendix 4 – Pricing Schedule** as required by this ITT. Tenderers may use the Tender Return Checklist at clause 9.3.2. to ensure that all required documents have been completed and submitted.
- 7.3.2. All documents must be clearly legible, in English or Welsh and in electronic formats compatible with Microsoft Office (Word, Excel) or PDF.
- 7.3.3. Tenderers must ensure that pricing is entered only into Appendix 4 – Pricing Schedule. Any pricing information disclosed elsewhere may result in disqualification.

7.4. CLARIFICATIONS

- 7.4.1. Any queries relating to the ITT must be submitted via Sell2Wales no later than the Clarification Deadline stated in Section 7.8 (Timetable).
- 7.4.2. Responses to queries may be circulated to all Tenderers, in anonymised form, where the University considers that the information is material to all parties.
- 7.4.3. Tenderers must not contact any University staff, Governors, advisers or consultants directly. Breach of this instruction may result in disqualification.

7.5. TENDER VALIDITY

- 7.5.1. Tenders must remain open for acceptance for a minimum period of 90 calendar days from the Tender Submission Deadline.
- 7.5.2. The University may request an extension of the validity period. Tenderers may accept or reject such a request at their discretion.

7.6. PRICING AND ASSUMPTIONS

- 7.6.1. Prices must be stated in pounds sterling (£) and shall be exclusive of VAT.
- 7.6.2. All prices shall be fixed and firm for the initial Contract Term.
- 7.6.3. Any assumptions or qualifications must be clearly stated in the Tender. Assumptions that materially affect comparability or price may render a Tender non-compliant.
- 7.6.4. Prices must include all costs of labour, plant, materials, travel, consumables, overheads and profit. No additional charges will be accepted unless expressly provided for in the Contract.

7.7. TENDER RESPONSIBILITIES

- 7.7.1. Tenderers shall be deemed to have examined the ITT and Appendices, visited the University sites where applicable, and satisfies themselves as to the nature and extent of the obligations to be undertaken.
- 7.7.2. No claims for additional payment or extension of time shall be entertained on the grounds of misinterpretation of the requirements, save where the University has provided materially misleading information.
- 7.7.3. Tenderers are responsible for ensuring that their Tender is complete, accurate and submitted on time.

7.8. TIMETABLE

- 7.8.1. The indicative procurement timetable is as follows:

<u>No</u>	<u>Event</u>	<u>Date</u>
1	ITT Issued (Uploading of documents to Sell2Wales portal)	12/3/26
2	Surveys to be undertaken by Tenderers	10/4/26
3	Clarification Deadline	17/4/26
4	Responses to questions uploaded to portal	24/4/26
5	Deadline for return of tenders	14/5/26
6	Desktop Evaluation of Tenders	28/5/26
7	Interviews (if required)	11/06/26
8	Notification of intention to award	18/06/26
9	End of Standstill Period (8 working days)	1/7/26
9	Contract Commencement Date	1/9/26

- 7.8.2. The university reserves the right to amend the timetable; Tenderers will be notified of any changes via Sell2Wales

7.9. CONFIDENTIALITY OF TENDERS

- 7.9.1. Tenders will be treated by the University as confidential during the evaluation process.
- 7.9.2. Tenderers must not disclose the fact of their participation, or the details of their Tender, to any third party without the University's prior written consent, save where disclosure is required by law.

7.10. COLLUSION AND CANVASSING

- 7.10.1. Tenderers must not communicate to any person other than the University and their Consultants the amount or approximate amount of their proposed Tender, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender.
- 7.10.2. Tenderers must not enter into any agreement with any other person whereby that person shall refrain from tendering or shall adjust the amount of any Tender to be submitted.
- 7.10.3. Tenderers must not canvass any member, employee or adviser of the University in connection with this procurement.

7.11. ACCEPTANCE OF TENDERS

- 7.11.1. The University is not bound to accept the lowest or any Tender.
- 7.11.2. The University reserves the right to accept part of a Tender only, or to make multiple awards, where expressly stated.
- 7.11.3. The issue of this ITT and receipt of Tenders does not commit the University to award a Contract.

8. DECLARATIONS AND UNDERTAKINGS

8.1. GENERAL

- 8.1.1. By submitting a Tender, the Tenderer makes the following declarations and undertakings to the University.
- 8.1.2. These declarations are material representations of fact. Any misrepresentation may result in rejection of the Tender and/or termination of any Contract awarded.

8.2. BONA FIDE TENDER

- 8.2.1. The Tender has been prepared and submitted in good faith and is a genuine and bona fide Tender, intended to be competitive.
- 8.2.2. The Tenderer has not fixed or adjusted the price or content of the Tender by agreement or arrangement with any other person.
- 8.2.3. The Tenderer has not communicated to any person other than the University and their consultants the amount or approximate amount of its Tender, not the details of its proposed Tender, except where such disclosure was made in confidence for the purposes of obtaining quotations, insurance, bonds or financial references necessary for the preparation of the Tender.

8.3. NON-COLLUSION

- 8.3.1. The Tenderer has not entered into any agreement or arrangement with any person whereby:
 - a) that person refrained from submitting a Tender; or
 - b) the Tenderer or any other Tenderer fixed or adjusted the amount of any Tender or the conditions on which any Tender was to be submitted.
- 8.3.2. The Tenderer has not otherwise colluded with any person in relation to this procurement.

8.4. CANVASSING

- 8.4.1. The Tenderer has not canvassed or solicited any member, employee or adviser of the University in connection with the award of this Contract.
- 8.4.2. The Tenderer has not engaged in any conduct which could constitute an offence under the Bribery Act 2010

8.5. CONFLICTS OF INTEREST

- 8.5.1. The Tenderer confirms that, except as disclosed in form H (Conflict of Interest Declaration), neither the Tenderer nor any connected person has any actual, potential or perceived conflict of interest in relation to this procurement.
- 8.5.2. Where any conflict of interest arises during the procurement or the term of the Contract, the Tenderer shall immediately notify the University and take steps to mitigate the conflict to the University's satisfaction.

8.6. COMPLIANCE WITH THE LAW

- 8.6.1. The Tenderer confirms that it is not aware of any reason why it may be excluded from participating in this procurement under the Procurement Act 2023 or any other applicable legislation.
- 8.6.2. The Tenderer confirms compliance with all relevant statutory obligations including, but not limited to:
- The Bribery Act 2010.
 - The Fraud Act 2006.
 - The Criminal Finances Act 2017.
 - The Modern Slavery Act 2015.
 - The Equality Act 2010.
 - The Health and Safety at Work Act 1974.

8.7. AUTHORITY TO SUBMIT

- 8.7.1. The signatory to the Tender is duly authorised to submit the Tender on behalf of the Tenderer.
- 8.7.2. The Tenderer agrees that the Tender, together with any clarifications or confirmations provided in writing, shall remain binding upon the Tenderer for the Tender Validity Period specific in Section 7.5.

8.8. CONTRACTUAL UNDERTAKING

- 8.8.1. The Tenderer acknowledges that if awarded the Contract, the Tenderer shall enter into and be bound by the terms and conditions issued with this ITT.
- 8.8.2. The Tenderer acknowledges that the University shall be entitled to reply on these Declarations and Undertakings in making its award decision.

9. APPENDICES

9.1. GENERAL

- 9.1.1. The documents listed in this Section are appended to and form part of this Invitation to Tender.
- 9.1.2. In the event of any conflict or inconsistency between the ITT, its appendices and the Supplier's Tender, the order of precedence shall be as set out in Clause 9.2.

9.2. ORDER OF PRECEDENCE

- 9.2.1. The order of precedence shall be:
- a) The executed Contract Agreement.
 - b) This Invitation to Tender (excluding Appendices).
 - c) Appendix 2 – Service Specification and Performance Requirements.
 - d) Appendix 1 – Planned Preventative Maintenance Specification.
 - e) Appendix 3 – Award Criteria and Scoring Mechanism.
 - f) Appendix 4 – Pricing Schedule.
 - g) Appendix 5 – Asset Lists.
 - h) Supplier Response Forms (Forms A-I).
 - i) Any other documents expressly incorporated into the Contract.

9.3. LIST OF APPENDICES

- 9.3.1. The following Appendices are issued with this ITT:
- RFQ for Services Form
 - Appendix 1 – Planned Preventative Maintenance (PPM) Specification
 - Appendix 2 – Service Specification and Performance Requirements
 - Appendix 3 – Award Criteria and Scoring Mechanism
 - Appendix 4 – Pricing Schedule
 - Appendix 5 – Asset Lists
 - Supplier Response Forms A-I (To be completed and returned by Tenderers)

9.3.2. Tender Return Checklist

Tenderers may use the following checklist to ensure their submission is complete.

<u>Form</u>	<u>Complete?</u>
RFQ for Services Form	☐
Supplier Response Form A – Supplier Information	☐
Supplier Response Form B – Financial Standing	☐
Supplier Response Form C – Insurance	☐
Supplier Response Form D – Health & Safety	☐
Supplier Response Form E – Technical & Professional Ability	☐
Supplier Response Form F – Equality, Diversity & Inclusion	☐
Supplier Response Form G – Modern Slavery	☐
Supplier Response Form H - Conflicts of Interest	☐
Supplier Response Form I - Environmental Management	☐
Appendix 4 – Pricing Schedule	☐
Any additional supporting documents	☐

10. GLOSSARY AND DEFINITIONS

10.1. GENERAL

- 10.1.1. The following expression shall, unless the context otherwise required have the meanings assigned to them below.
- 10.1.2. Words importing the singular include the plural and vice versa. Words importing a gender include every gender. References to persons include natural persons, corporate and unincorporated bodies.

10.2. DEFINED TERMS

- 10.2.1. "Appendices" means the documents listed in Section 9 of this ITT.
- 10.2.2. "Asset List" means the list of air conditioning, refrigeration and ventilation equipment forming part of the University's estate, as set out in Appendix 5.
- 10.2.3. "Clarification Deadline" means the deadline for Tenderers to submit clarification questions, as specified in Section 7.8.
- 10.2.4. "Contract" means the agreement intended to be entered into between the University and the successful Tenderer for the provision of the services.
- 10.2.5. "Contract Commencement Date" means the date on which the Contract comes into force.
- 10.2.6. "Contract Term" mean the initial duration of the Contract, together with any extensions exercised by the University in accordance with the Contract.
- 10.2.7. "ITT" mean this Invitation to Tender, together with all Appendices and any clarifications or amendments issued by the University.
- 10.2.8. "Mandatory Requirements" means the pass/fail criteria set out in Section 5 of this ITT.
- 10.2.9. "Most Advantageous Tender (MAT)" means the basis of award under the procurement Act 2023, considering both quality and price.
- 10.2.10. "PPM" means Planned Preventative Maintenance, being the planned inspection and servicing of air conditioning, refrigeration and ventilation systems in accordance with the manufacturer's recommendations, SFG20 or equivalent standard, and as set out in Appendix 1.
- 10.2.11. "Price" means the charges proposed Tenderer in Appendix 4.
- 10.2.12. "Procurement Act 2023" means the Procurement Act 2023 and any associated secondary legislation in force at the date of the ITT.
- 10.2.13. "Sell2Wales" means the Welsh Government's national procurement portal through which this ITT is issued.
- 10.2.14. "Services" means the air conditioning and ventilation maintenance services described in this ITT and its Appendices.
- 10.2.15. "Supplier" means the successful Tenderer awarded the Contract.
- 10.2.16. "Contractor" means the successful Supplier, once awarded the contract, and as described in the Agreement and its Appendices.
- 10.2.17. "Tender" means a response to this ITT submitted by a Tenderer.

- 10.2.18. “Tenderer” means an organisation submitting a Tender in response to this ITT.
- 10.2.19. “University” means Prifysgol Wrecsam / Wrexham University, whose principal place of business in Plas Coch Campus, Mold Road, Wrexham, Wales, LL11 2AW.