



**Bangor University high power high repetition rate  
femtosecond laser  
Invitation to Tender  
May 2022**

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## **1 Overview of Bangor University (the “Customer Organisation”)**

Founded in 1884, Bangor University has a long tradition of excellence and exceeds expectations, both for academic standards and student experience.

We have over 11,000 students and over 650 teaching staff based in 23 Academic Schools grouped into five Colleges.

Bangor University is in the top 40 in the UK for research (excluding specialist institutions and single-submission universities). Our research has a major impact around the world according to the latest assessment of research quality, the Research Excellence Framework (REF) 2014. The REF recognised that more than three-quarters of Bangor's research is either world-leading or internationally excellent, ahead of the average for UK universities. Over half of Bangor's academic Schools have been ranked in the UK top 20 for quality of research.

Bangor University will be a leading research-led University with an international reputation for teaching and research, that fosters the intellectual and personal development of its students and staff, provides a supportive multicultural environment, promotes widening access and inclusiveness, and supports the economic, social and cultural well-being of Wales and the wider community it serves. Bangor University will be recognised regionally, nationally and internationally as a centre of excellence for a varied portfolio of academic programmes and for the high quality of the experience it provides for its students and staff.

## **2 Introduction and Background to the Project / Programme**

2.1 Bangor University is planning to purchase a high power, high repetition rate, femtosecond laser system for enhancing its laser processing and advanced manufacturing capabilities. The system must be highly reliable, having been demonstrated for 24/7 applications, and demonstrated for rapid laser cutting and welding of glass samples. In addition, demonstrations in composite material processing and synthesis of graphene are highly desirable.

2.2 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the Customer Organisation and the procurement process for submitting a tender proposal.

2.3. General Note: Please note that all equipment supplied to Bangor University must be manufactured or imported and distributed via a company based within the UK or via a country which holds an applicable trade agreement with the UK, and which can demonstrate that the product to be supplied fulfils all UK safety, health and environmental protection requirements. If

the latter, you will be expected to provide evidence of compliance, including Declaration of Conformity (DOC) and have the Technical File prepared ahead of any UK Customs check.

### **3. Tender Conditions and Contractual Requirements**

This section of the ITT sets out the Customer Organisation's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("Procurement Process").

#### **3.1 Contracting requirements**

3.1.1 The contracting authority is the Customer Organisation, which includes any subsidiary companies and other organisations that control or are controlled by the Customer Organisation from time to time.

3.1.2 The appointed supplier will be expected to deliver the goods and/or provide services at the Customer Organisation's offices in Dean Street, Bangor, Gwynedd, LL57 1UT.

3.1.3 The Customer Organisation's contracting and commercial approach in respect of the required goods and/or services is set out [in appendix 1](#). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

3.1.4 The Contract awarded will be for the purchase of instrument system and any ongoing maintenance or technical support agreed as part of the purchase (for up to 3 years after initial warranty).

3.1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the Customer Organisation may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

3.1.6 The Customer Organisation is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that received from a potential supplier as part of its tender response shall entitle the Customer Organisation to reject that tender response and to disqualify that potential supplier from this Procurement Process.

## **3.2 General Policy Requirements**

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Customer Organisation policies relevant to the goods and/or services being supplied.

## **3.3 General tender conditions (“Tender Conditions”)**

3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Customer Organisation carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the Customer Organisation for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Customer Organisation will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Customer Organisation.

3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Customer Organisation promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

3.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the Customer Organisation may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the

Customer Organisation, be extended. Your tender response must comply with any amendment made by the Customer Organisation in accordance with this paragraph 3.3.5 or it may be rejected.

3.3.6 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the Customer Organisation's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the Customer Organisation as part of this Procurement Process.

3.3.7 Format of tender response submission – The Customer Organisation uses eTenderWales (BravoSolutions) software to undertake tender exercises and Tenderers must ensure that they complete the Qualification, Technical and Commercial Envelopes relevant to this tender and in the format required. Any additional documents requested by the Customer Organisation must be attached. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

3.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the Customer Organisation. Any modification should be clear and submitted as a complete new tender response in accordance with paragraph 3.3.7 and these Tender Conditions.

3.3.9 Rejection of tender responses or other documents – A tender response or any other document requested by the Customer Organisation may be rejected which:

1. contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
2. contains hand written amendments which have not been initialled by the authorised signatory;
3. does not reflect and confirm full and unconditional compliance with all of the documents issued by the Customer Organisation forming part of the ITT;
4. contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Customer Organisation in any way;
5. is not submitted in a manner consistent with the provisions set out in this ITT or;

6. is received after the Tender Response Deadline.

3.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Customer Organisation to reject a tender response apply and/or if you or your appointed advisers attempt:

1. to inappropriately influence this Procurement Process;
2. to fix or set the price for goods or services;
3. to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
4. to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
5. to collude in any other way;
6. to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process;
7. to obtain information from any of the employees, agents or advisors of the Customer Organisation concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

the Customer Organisation shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that the Customer Organisation shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from the Customer Organisation any costs, expenses or liabilities that you

may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Customer Organisation is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Customer Organisation reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the "Liability" Tender Condition below, the Customer Organisation will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

3.3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

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

#### **4. Confidentiality and Information Governance**

4.1 All information supplied to you by the Customer Organisation, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Customer Organisation has given express written consent to the relevant communication.



4.3 This ITT and its accompanying documents shall remain the property of the Customer Organisation and must be returned on demand.

4.4 The Customer Organisation reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Customer Organisation. The Customer Organisation further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Customer Organisation in accordance with such rights reserved by it under this paragraph.

4.5 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Customer Organisation (together the "**Disclosure Obligations**").

4.6 You should be aware of the Customer Organisation's obligations and responsibilities under the Disclosure Obligations to disclose information held by the Customer Organisation. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Customer Organisation under the Disclosure Obligations, unless the Customer Organisation decides that one of the statutory exemptions under the FOIA or the EIR applies.

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, you must provide clear and specific detail as to:

8. the precise elements which are considered confidential and/or commercially sensitive;
9. why you consider an exemption under the FOIA or EIR would apply; and
10. the estimated length of time during which the exemption will apply.

4.8 The use of blanket protective markings of whole documents such as "commercial in confidence" will not be sufficient. By participating in this Procurement Process you agree that the Customer Organisation should not and will not be bound by any such markings.

4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Customer Organisation accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Customer Organisation, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the Customer Organisation on the basis that it may be disclosed under the Disclosure Obligations if the Customer Organisation considers that it is required to do so and/or may be used by the Customer Organisation in accordance with the provisions provision of this ITT.

4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Customer Organisation 's instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the Customer Organisation's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## **5. Tender Validity**

5.1 Your tender response must remain open for acceptance by the Customer Organisation for a period of 60 days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Customer Organisation.

## **6. Payment and Invoicing**

6.1 The Customer Organisation will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Customer Organisation must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Customer Organisation include:

11. A description of the good/services supplied is included.
12. The Customer Organisation's reference number/Purchase Order number is included.
13. It must addressed to Payments Section, Finance Office, College Road, Bangor LL57 2DG.

## 7. Specification

Individual specification documents are attached in the attachments area of the etenderwales portal.

## 8. Mandatory Requirements / Constraints

8.1 As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the Customer Organisation's specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the Customer Organisation to reject a tender response in full.

## 9. Timescales

9.1 Subject to any changes notified to potential suppliers by the Customer Organisation in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	9 <sup>th</sup> May 2022
Deadline for clarification questions ( <b>Clarification Deadline</b> )	12:00 20 <sup>th</sup> May 2022
Deadline for submission of ITT responses by potential suppliers ( <b>Tender Response Deadline</b> )	12:00 27 <sup>th</sup> May 2022
Estimated contract award date	6 <sup>th</sup> June 2022
Contract start date	7 <sup>th</sup> June 2022

## 10 Instructions for Responding

10.1 The documents that must be submitted to form your tender response are listed within the eTenderWales portal under ITT code: [94795](#). Your tender response should be submitted to the Customer Organisation via the eTenderWales portal by the Tender Response Deadline, as set out in the Timescales section of this ITT. Tenders submitted by any other means will be rejected. **Please ensure you complete all questions in the qualification, technical and commercial envelopes.**

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10.2 The following requirements should be complied with when submitting your response to this ITT:

1. Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the Customer Organisation.
2. Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Customer Organisation.
3. Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the Customer Organisation).
4. All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
5. If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
6. Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
7. Any deliberate alteration of a Customer Organisation requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
8. Responses should be concise, unambiguous, and should directly address the requirement stated.
9. Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

## 11 Clarification Requests

11.1 All clarification requests **must** be submitted to the Customer Organisation via the eTenderwales portal by the Clarification Deadline, as set out in the Timescales section of this ITT. The Customer Organisation is under no obligation to respond to clarification requests received after the Clarification Deadline.

11.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

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

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

## 12 Evaluation Criteria

12.1 You will have your tender response evaluated as set out below:

**Stage 1:** Tender responses for all lots will be checked to ensure that they have been completed correctly and all necessary information has been provided. In addition to this, tenderers must be able to meet the minimum selection criteria as identified in the qualification envelope to fulfil this contract. (The minimum selection criteria is the same regardless of which lot you are tendering for). Tender responses will be evaluated against the following criteria and will be evaluated on a pass/fail basis.

Criteria – Qualification Envelope	Weighting
Part 1 – Supplier information, bidding model, declaration and contact details.	Pass/Fail

Part 2 - Grounds for mandatory and discretionary exclusion	Pass/Fail
Part 3 – Economic and financial standing, Group, Technical and Professional Ability, Management, Health & Safety, Modern Slavery Act, Insurance and additional requirements.	Pass/Fail

Tenders responses correctly completed with all relevant information being provided as well as successfully responding to the above qualification envelope will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions and not successfully answering the qualification envelope may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

**Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the Customer Organisation's requirements evaluated in accordance with the evaluation methodology set out below.

12.2 Award Criteria – Responses from potential suppliers for each lot will be assessed to determine the most economically advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting
Quality	40%
Commercial	60%

The table above is a generic award criteria to be applies to this tender. Detailed award criteria information can be found in the specific document which is located in the attachments area of the etenderwales portal.

Appendix

Appendix 1- Terms and Conditions of Contract

The terms and conditions for this contract can be found in the attachments of the etenderwales portal.

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