

INVITATION TO TENDER Mobile Telephony Services Framework Agreement for the Catapult Programme

TENDER REFERENCE NUMBER

TSC06 Proc-G&S-16/17 - 001

SUBMISSION NO LATER THAN: 12 NOON GMT PRECISELY ON 09 December 2016 All submissions must be sent by e-mail to the following address:

mobilephonetenders@ts.catapult.org.uk

Deadline dates and times are strict; late submissions will NOT be accepted.

Unsigned submissions will be regarded as a non-compliant application and therefore rejected.

Tenderers may also be rejected if they do not provide a complete response to the ITT.



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SECTION 1 – INTRODUCTION AND BACKGROUND

1. Introduction

You are hereby invited to tender for consideration for appointment to the Framework Agreement for Mobile Telephony Services.

This Invitation to Tender ("ITT") has been issued by Transport Systems Catapult, (TSC) as collaboration lead for the Catapult Programme (the "Catapults") described at Condition 2 below (including any Trading Subsidiaries) as part of a competitive procurement exercise in accordance with the "Open" procedure for tendering under the Public Contracts Regulations 2015 (as amended from time to time).

- 1.1 The purpose of this ITT is to assist the TSC in establishing a Mobile Telephony Services Framework by appointing one or a number of Contractors (depending on the ability to provide 4G coverage to all the sites identified) each operating under the Framework Agreement
- 1.2 No volume or value of work is guaranteed by the Catapults within this Framework Agreement.
- 1.3 The TSC has undertaken an assessment of the on-going requirements of the Catapults and in order to ensure continuity of service provision, has deemed it not to be suitable for division into Lots.
- 1.4 The duration of the Mobile Telephony Services Framework will be two (2) years with the option to extend for up to a further two (2), twelve (12) month periods at the discretion of the TSC and subject to satisfactory performance of the Contractor under the Framework.
- 1.5 The Catapults, whether named in the table below or created during the initial term of this Framework Agreement, or any extension to the term thereafter, will be eligible but are not obliged to call off against this Framework Agreement.
- 1.6 The Catapults are individual legal entities and are not obliged to use this Framework Agreement. If they do, an Authorised Representative will contract with the Contractor(s) under their own right and will make their own call-off arrangements as and when they have a requirement for the Service(s). The Catapults will be individually responsible for paying any resulting invoices. Liability for any default in respect of payment of invoices shall rest with the defaulting Catapult and **not** with the TSC.
- .1.7 The scope of works at this time identifies the basic requirements of the Framework Agreement. However, the Contractor will be required not only to perform the Services listed within the scope of works but also to vary the Service provision according to the needs of the Catapults either by variations to the original services/tasks/processes or by taking on new services/tasks/processes, whatever they may be, provided they are "reasonable" and fall within the overall scope of what the Contractor would reasonably be expected to be capable of delivering under the terms of this Framework Agreement.
- 1.8 A list of definitions for the terms used in the Invitation to Tender (ITT) is contained at the end of Section 1.

2 Background

Catapult Centres (the "Catapults")

Catapults are centres of excellence that bridge the gap between business, academia, research and government. They are a powerful new element in the UK economy, helping businesses develop relevant and exciting ideas in receptive and invigorating environments. By promoting collaboration and knowledge exchange, many progressive businesses and organisations will be able to build new partnerships with reduced risks. Companies in a wide range of markets will see the Catapults as an invaluable resource to develop their businesses.



The Catapult Centres are located throughout the UK and locations are detailed below. Additional locations may be added on the creation of new Catapult Centres during the initial term of the Framework and any subsequent extension to the Framework term.

The Catapult Centres are a government initiative and more centres may be established in the future. The Centres currently consist of:



Catapult	Location(s)	Website
Transport Systems	Transport Systems Catapult The Pinnacle 170 Midsummer Boulevard Milton Keynes MK9 1BP	<u>Transport Systems</u>



Offshore Renewable Energy	Offshore Renewable Energy Catapult Inovo 121 George Street Glasgow G1 1RD Offshore Renewable Energy Catapult National Renewable Energy Centre Offshore House Albert Street Blyth Northumberland NE24 1LZ	<u>Offshore Renewable</u> <u>Energy</u>
Cell & Gene Therapy	The Cell & Gene Therapy Catapult 12 th Floor Tower Wing Guys Hospital Great Maze Pond London SE1 9RT	<u>Cell Therapy</u>
High Value		<u>High Value</u>
Manufacturing		Manufacturing
(formed of 7 separate centres)	Advanced Forming Research Centre University of Strathclyde 85 Inchinnan Drive Inchinnan Renfrew PA4 9LJ	Advanced Forming Research Centre
	AMRC with Boeing The University of Sheffield Advanced Manufacturing Park Wallis Way Catcliffe Rotherham S60 5TZ	<u>Advanced</u> <u>Manufacturing</u> <u>Research Centre</u>
	Centre for Process Innovation CPI Head Office Wilton Centre Wilton Redcar TS10 4RF	<u>Centre for Process</u> Innovation
	MTC Ltd Ansty Park Coventry CV7 9JU	Manufacturing Technology Centre
	The National Composites Centre Feynman Way Central Bristol & Bath Science Park Emersons Green Bristol BS16 7FS	<u>National Composite</u> <u>Centre</u>



	Nuclear AMRC University of Sheffield Advanced Manufacturing Park Brunel Way Catcliffe Rotherham S60 5WG	<u>Nuclear Advanced</u> <u>Manufacturing Research</u> <u>Centre</u>
	WMG Centre HVM Catapult International Digital Laboratory University of Warwick Coventry CV4 7AL	<u>Warwick</u> Manufacturing Group
Future Cities	Future Cities Catapult The Urban Innovation Centre One Sekforde Street London EC1R 0BE	Future Cities
Digital	The Digital Catapult 101 Euston Road London NW1 2RA	<u>Digital</u>
Energy Systems	Energy Systems Catapult 7th Floor Cannon House 18 The Priory Queensway Birmingham B6 4BS	<u>Energy Systems</u>
Satellite Applications	Satellite Applications Catapult Electron Building Fermi Avenue Harwell, Oxford Didcot Oxfordshire OX11 0QR	Satellite Applications
	Precision Medicine Catapult 12 Hay Hill (temporary address) London W1J 8NR	Precision Medicine
Precision Medicine	Precision Medicine Catapult East Wing, Second Floor The Platinum Building, St John's Innovation Park Cowley Road Cambridge CB4 0WS	



Medicines Discovery	Medicines Discovery Catapult Mereside Alderley Park Alderley Edge Cheshire SK10 4TG	Medicines Discovery
Compound Semiconductor Applications	TBA Wales	Compound Semiconductor Application

2.1 Catapults

Transport Systems Catapult

Efficient transport systems are essential to the health and wealth of the UK, its businesses, its economy and its people. The Transport Systems Catapult centre seeks to exploit the massive potential market for new products and services that will support the integration of transport and its systems.

The key challenge is how to increase mobility: the efficient and cost-effective movement of people and goods. Constraints on land and investment mean that the only way to overcome this challenge will be to work in a coordinated and collaborative way, to develop improved transport systems and thereby unlock latent capacity.

Key to the Transport Systems Catapult proposition will be a new, collaborative, cross-modal way of working and a methodology that will enable the commercialisation of new transport solutions.

The Transport Systems Catapult aims to be a global centre of excellence for transport systems modelling, monitoring, development and demonstration. This will be a place where the latest theories on how transport systems interact, where functions can be tested against real world demonstrators, and a place where a 'system of systems' can be safely and objectively tested.

The Catapult provides a neutral space in which players from different transport sectors and from different points of the supply chain are able to interact with one another to jointly develop new systems and approaches, and influence new behaviours. The Catapult will drive development of a national transport systems-modelling facility and host a virtual test environment where world-class physical testing can be linked to the digital models.

This integrated approach will generate substantial and long-term economic benefit to the UK. It will position the UK as the leading provider of innovative and integrated transport solutions to the rest of the world, exploiting a market estimated to be worth £900bn by 2025.

Offshore Renewable Energy Catapult

ORE Catapult (https://ore.catapult.org.uk) is the UK's flagship technology innovation and research centre for offshore wind, wave and tidal energy. Headquartered in Glasgow, it has world-leading test and demonstration facilities in Blyth, Northumberland. The senior management team is split between Glasgow and Blyth, with extensive technical expertise and knowledge at both locations.

ORE Catapult's vision is 'abundant, affordable energy from offshore wind, wave and tide' and is an independent, not-for-profit business that exists to accelerate the development of offshore wind, wave and tidal technologies.

Our team of over 120 people has extensive technical and research capabilities, industry experience and track record.



Through world-class testing and research programmes, we work for industry, academia and government to improve technology reliability and enhance knowledge, directly impacting upon the cost of offshore renewable energy.

Specifically, the ORE Catapult looks to:

- Accelerate the design, deployment and commercialisation of renewable energy technology innovation, helping to attract overseas investment and to realise the enormous opportunity presented by the UK's offshore renewable energy resources.
- Provide market access for SMEs and new technologies whilst driving greater efficiency to create sustainable offshore wind, wave and tidal industries delivering affordable, renewable energy.
- Establish a centre of deep technical expertise to lead research, innovation, commercialisation and test and demonstration.

Cell & Gene Therapy Catapult

The Cell & Gene Therapy Catapult's vision is for the UK to be a global leader in the development, delivery and commercialisation of cell therapies, and a place where businesses can start, and confidently grow. It was established in recognition of the need for concerted long-term translational activities in order to realise the full value of cell therapies.

The Cell & Gene Therapy Catapult:

- takes products into the clinic, de-risking them for further investment
- provides clinical expertise and access to NHS clinical partners
- be a source of regulatory expertise
- provides technical expertise and infrastructure to ensure products can be made to GMP and delivered cost effectively
- generates national and global opportunities for collaboration
- provides access through our network to business expertise, grants and investment finance

High Value Manufacturing Catapult

The High Value Manufacturing Catapult is the catalyst for the future growth and success of manufacturing in the UK. Its long-term goal is to stimulate growth in the manufacturing sector and more than double the sector's contribution to UK GDP. It does this by helping businesses and research institutions accelerate new concepts to commercial reality. It will enable the UK to address market needs in key areas, making the country more competitive on the global stage.

The High Value Manufacturing Catapult combines the strengths of seven existing centres across key manufacturing processes, with over £140 million of government investment planned over a six-year period, and investment matched by private industry.

The Catapult brings these centres together to develop manufacturing technologies, which can span from raw materials to finished assembly processes. It also enables innovation to cut across sectors by bringing together businesses from diverse industries and giving access to a pool of world-class expertise, equipment and processes invested and supported by UK government.

It bridges the gap between early innovation, where the UK has traditionally been strong, and industrial-scale manufacturing, where real wealth is created in the UK and which needs to grow to support a healthy and balanced economy.

This allows progressive businesses and organisations to build new partnerships and products with significantly reduced risks. It makes the HVM Catapult an invaluable resource and a two-way communication channel for industry to the heart of government.

The HVM Catapult has engaged with almost 2000 businesses since 2011.



Future Cities Catapult

The Future Cities Catapult helps UK businesses create integrated products and services that meet the future needs of the world's cities.

Cities are powerful engines of productivity but they face enormous challenges from a changing climate, population growth, shifting demographics and the ever growing demand for resources. As future cities compete to deliver a thriving economy and increased quality of life with a reduced environmental footprint, there is a rapidly growing market for innovative solutions that integrate and optimise their major systems whilst managing the downsides.

We estimate that by 2030 there will be a £200bn global market annually for integrated city systems, covering functions such as health, energy, water, waste, communications, buildings and transport.

The UK is well positioned to exploit this growing market. We have world-leading companies in project management, engineering, architecture, energy and transport systems, communications and the digital economy, finance, legal and insurance. Our ability to bring together the cluster of companies needed to design, finance, risk manage and execute large infrastructure projects makes the UK a major global centre for such projects.

The Future Cities Catapult will help UK businesses to develop high-value, integrated urban solutions which we are then able to sell to the rest of the world.

It will create the technical capability to achieve new levels of systems integration. It will also join business, city governments and academia in a unique collaboration to better facilitate and enable businesses to develop products and services for this emerging market.

The Catapult's three initial capabilities will be the Future Cities Laboratory, Future Cities Open Platform and Future Cities Financing.

Digital Catapult

The Digital Catapult helps UK businesses to take full advantage of the explosion of growth opportunities created by a new internet-connected world that is changing all aspects of how we work live learn and play.

We are entering a truly disruptive commercial environment in which content, data, consumers or citizens, businesses and the physical world will connect in new ways. This convergence will continue to transform traditional value chains and business models and create new markets and so open up new growth opportunities that the UK is well positioned to realise.

The Catapult is a new force to accelerate the success of UK digital innovators and SME entrepreneurs realise the commercial opportunities in the growth areas of the connected digital economy, help UK business's realise the new competitive edge that digital economy innovation can give them and make the UK a destination of choice for companies to invest in digital economy innovation.

To achieve this the Catapult will build in house capabilities to address gaps in the digital economy innovation landscape but apply these in strategic collaborations with a range of leading business, research and innovation partners with a shared primary focus to deliver tangible benefits to businesses, especially SME's. In short, help them reduce the time-to-market of innovative products and services and limit the cost and risk of pursuing large scale disruptive innovation.

Energy Systems Catapult

The Energy Systems Catapult is the UK's technology and innovation centre set up by Innovate UK to support companies and Government in developing products and services to address the new commercial opportunities created by the transformation of UK and global energy systems (covering electricity, heat and combustible gases).



The Energy Systems Catapult works with its partners to enable the products and services that will create long-term, sustainable energy systems for the UK.

Themes of particular interest to the Energy Systems Catapult within which it expects to develop and disseminated knowledge with partners include:

- Localised energy systems
- Integration of energy storage
- Advanced control solutions
- Heat network solutions
- Demand side management

Satellite Applications Catapult

The UK Space sector is increasingly recognised for its significant contribution to the UK economy. This follows a decade of sustained growth of approximately 9% year-on-year, underpinned by a broad commitment to excellence and innovation. The UK already commands a 7% share of the global space market, and has ambitions to increase this to 10% as the global market swells to a predicted value of £400 billion by 2030, creating 100,000 new high-tech jobs across the country.

As such, the Satellite Applications Catapult was created to foster growth across the economy through the exploitation of space. It aims to be at the forefront of the UK Space sector's growth plans and investment, helping organisations make use of and benefit from satellite technologies, and bringing together multi-disciplinary teams to generate ideas and solutions in an open innovation environment, with access to expertise and state-of-the-art facilities.

Based in Harwell, near Didcot, the Satellite Application Catapult's mission and vision place it at the heart of the ongoing revolution in satellite services, which will have a global impact due to the power that satellites can bring to bear on the challenges of the modern world. Its vision is:

"To be a world-leading technology and innovation company, helping businesses of all sizes to realise the potential from space. By embracing a pioneering, agile, collaborative and entrepreneurial spirit, we create valued partnerships to deliver game-changing results."

Most of the activities that the Satellite Applications Catapult does are within distinct programmes of work. By focusing on areas where we believe significant economic impact is possible, and where there are common needs and solutions, we can make the most of our funding.

Clearly defined programmes enable people from across the Satellite Applications Catapult to collaborate effectively and work towards a common vision. They also make it easier to bring together a community of stakeholders for each topic, including potential end-users, suppliers, researchers, funders and, quite often, colleagues in the other Catapults.

The Satellite Application Catapult's programmes have been selected to meet several criteria. This ensures there is a need and reasons for the Catapult to get involved – the key one is usually the economic impact which can be achieved. Its programmes align closely with the results of the UK's Space Innovation and Growth Strategy (IGS), the work that the European Space Agency (ESA) is undertaking, and the priorities of the European Commission. All programmes involve projects, demonstrators and showcase events to show what is possible.

Precision Medicine Catapult

By combining accurate diagnosis with rules-based therapies and effective service delivery, precision medicine is expected to transform medicine in the coming decades, improving outcomes for patients and the healthcare system. A value of £14bn has been put on the global market for tests, therapies and solutions, and this is expected to grow to £50-60nbn in 2020.



The Precision Medicine Catapult is focused on making the UK the most compelling location in the world for the development and delivery of this new targeted approach. The country has a competitive position in precision medicine, based on its scientific excellence and £1bn of research infrastructure investment from the Government over recent years. By focusing on the main bottlenecks to product delivery, the Precision Medicine Catapult will work with the precision medicine community to build a thriving industry generating economic and healthcare benefits.

Established in April 2015, in its first year of operations the Precision Medicine Catapult is developing and testing its plans for tackling the industry bottlenecks - around business models, test development, clinical trial networks, data services and healthcare service delivery.

Medicines Discovery

The new Medicines Technologies Catapult will support industry in developing new technologies primarily for the preclinical evaluation of medicines.

This Catapult will operate at the earliest stages of medicines development, developing and validating new technologies for testing of potential medicines before they are trialled in people and supporting the key UK strength in Pharma, Biotech and contract research organisations.

The goal for the Catapult is to grow the UK's commercial preclinical capability with a view to improving productivity in drug development and approval, to make it the leading place worldwide to develop and launch new products and services in this space.

The Catapult will do this by:

- Developing and delivering on a vision for what the future of preclinical testing could look like to address the challenge of improving productivity in new medicines development
- Supporting industry in developing new technologies primarily for the preclinical evaluation of medicines
- Support the development of next generation pre-clinical technologies that will transform the drug development landscape and de-risking them for further investment
- Being a source of pre-clinical expertise and knowledge
- Providing technical expertise and infrastructure to ensure products are robust and useful
- Supporting the use of technologies which will reduce, refine and replace animals wherever possible
- Providing expertise to inform regulatory science and work with the regulators as to how new technologies can be adopted and used more widely, in the shortest amount of time
- Creating opportunities for collaboration and training, both nationally and globally
- Being a source of business expertise and knowledge of routes to grants, investment finance and markets, so that commercially viable products are progressed and investable

The ultimate aim for the Medicines Technologies Catapult is to increase UK wealth creation by actively supporting productivity improvements in pre-clinical development and the effective commercialisation of pre-clinical technologies.

Compound Semiconductor Applications

Following detailed consultation by Innovate UK and the Knowledge Transfer Network involving industry and academia, a new Compound Semiconductor Applications Catapult – to be based in Wales – has been announced.

Compound semiconductors are at the heart of many devices we use today, from smartphones to tablets and satellite communication systems. They are central to development of the 5G network,



new high-efficiency lighting, the next generation of electric vehicles and new imaging techniques for a variety of uses, from security to health diagnostics.

The global market for compound semiconductors is expected to be £125 billion by 2025 and the UK has the potential to access a significant proportion of this thanks to its world-class research base in this field, which has led to the creation of many companies along the value chain. This timing, and the location of the Catapult in a region internationally recognised for its semiconductor expertise, will attract global inward investment.

The Catapult will accelerate the use of compound semiconductor devices within five key areas of application: healthcare, the digital economy, energy, transport, and defence and security.

- The Compound Semiconductor Applications Catapult will operate 'post foundry', focussing on challenges around 4 technology streams: power electronics, RF/microwave (e.g. wireless), photonics (e.g. opto-electronics) and sensors.
- It will complement recent investments in the Institute of Compound Semiconductors at Cardiff University and the Compound Semiconductor Centre (a joint venture between Cardiff University and IQE), helping to establish the world's first compound semiconductor cluster in South Wales.
- It will operate as an open-access facility, welcoming enquiries from start-up companies to SMEs and larger companies, and will work with relevant academic departments across the UK.

3. Defined Terms

"Account Management Services"	means those activites relating to the overall management of the relationship between the Contractor and the Catapults which includes but is not limited to providing management information, billing, attending meetings etc;
"Authorised Representative"	means employees of the Catapults who are authorised, either generally or specifically, to sign the Purchase Order, confirmation of which may be obtained from each Catapult's Chief Financial Officer;
"Catapult(s)"	means any individual or all Catapult Centres or its subsidiaries named in the Tender Documentation, or any additional Catapult Centres created during the initial term of the Framework agreement or during any extension to the term thereafter;
"Contract"	means a legally binding agreement (made pursuant to the provisions of the Framework Agreement) for the provision of the Service made between the individual Catapult and the Contractor;
"Contractor"	means the entity with whom the Catapults select to provide mobile telephony services;
"Coverage map"	means a document which demonstrates the geographical coverage of mobile telephone signals provided by each entity;
"Equipment Fund"	means a credit fund which each Catapult can use to fund the costs



of equipment from the Contractor;

"Framework Agreement" or "Framework"	means the form of enabling arrangement agreed between the Contractor and the Authority representing the collective Buying Authorities under which Contracts and/or Purchase Orders will be raised by the Buying Authority for provision of Goods and/or Services;
"Invitation to Tender" or " (ITT)"	means this document and all attachments which detail the requirements of the Catapults, and the methodology of how the Contractor will be selected.
"Services"	means the provision of mobile telephony services including but not limited to airtime, data and hardware.
"Service Provider(s)"	means those enities who provide the Services
"Service Users"	means those employess of the Catapults, and occaisionally individuals to whom the Contractor is engaged to provide the Services
"Special Conditions"	means and Terms and/or Conditions agreed between the Service Provider which relate specifically to the provision of the Services but which at the time of this ITT are not part of any standard terms used by the Service Provider(s)
"Tenderer", "You", or "Your	means the person, firm or company completing and submitting this Tender i.e. the legal entity seeking to carry out the provision of the Service. The "Tenderer" is intended to cover any economic operators defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity;
"TSC" "	means Transport Systems Catapult , (Company Number 8041919) whose registered office is 170 Midsummer Boulevard, Milton Keynes, MK9 1 BP) representing the collective Catapults in the establishment of this Framework;



SECTION 2 – GENERAL INFORMATION

1. Tender Process

This ITT comprises of the following three (3) stages:

• Stage 1 : Due Diligence

Proposals will be evaluated individually based on the following "PASS/FAIL" Criteria:

Criteria	Evaluation
Tender Declaration : Completed on your organisations letter headed paper and signed by an authorised person.	PASS/FAIL
No Collusion Certificate : Completed and signed by an authorised person.	PASS/FAIL
Offer Worksheet : Section 6 completed, signed by an authorised person.	PASS/FAIL
 General Due Diligence Questionnaire PART 1 – Tenderer Information All questions completed 	PASS/FAIL
 General Due Diligence Questionnaire PART 2 - Exclusion Grounds All questions answered 	PASS/FAIL
 General Due Diligence Questionnaire PART 3 – Supplier Selection Questions All questions answered 	PASS/FAIL

A "FAIL" on **any** of the Stage 1 criteria will result in the tender response being rejected in its entirety.

The TSC may decide not to proceed to Stage 2, if deemed not to be in the best interests of the Catapults to do so.

• Stage 2 : Technical & Commercial

All Tenderers successfully passing **all** Stage 1 criteria, will have their proposal evaluated and scored against the predefined and advertised Stage 2 Evaluation Criteria at Section 5 (Evaluation Criteria).

• Stage 3: Presentation

Interviews/presentations will only be carried out where a Tenderer has met the minimum criteria as part of the Stage 2 evaluation. It is anticipated that a maximum



of the 4 (four) highest scoring Tenderers following Stage 2 evaluation will be invited to participate in the Stage 3 Interviews/Presentations.

However, the TSC reserves the right not to proceed to Stage 3 evaluation and to award the Framework Agreement following completion of Stage 2 evaluation if scoring from Stage 3 evaluation would have little or no impact on the final evaluation outcome.

1.2 Timetable

This timetable is indicative only. The TSC reserves the right to change any or all of the dates at its discretion.

Stage	Target Date/Time	
Publication of ITT documentation	08 November 2016	
Any questions relating to this ITT should be addressed to the following e-mail address, at any time, and contain the reference quoted on the front of this document:		
procurement@ts.catapult.org.uk Each Friday (before 12:00hrs) during the period before the deadline for receipt of tenders, all questions received, and their associated answers will be e-mailed out to all entities who have expressed their interest	Until the deadline for receipt of tenders (see below)	
Deadline for submission of completed Tender Documentation. All documents shall be sent to the following dedicated TSC Tender inbox: <u>mobilephonetenders@ts.catapult.org.uk</u>	12:00hrs GMT precisely 09 December 2016	
Evaluation of all submitted tenders & nomination of shortlist (if required)	23 December 2016	
Presentations of shortlisted Tenderers (if required)	12/13 January 2017	
Issue of standstill letters (by e-mail) indicating the results of the tender process to all participants and start of 10- day Mandatory Standstill period	18 January 2017	
Issue of formal letters of appointment by e-mail	30 January 2017	
Framework commencement	13 February 2017	

2. Guidance Notes for Completion

- 2.1 This ITT has been designed to assess the suitability of Tenderers to deliver the requirements of the Catapults.
- 2.2 Tenderers are to respond to the ITT on the basis that the Catapults have no prior knowledge of your organisation. Supplementary documentation may be attached to the ITT only where directed to do so. Such material must be clearly marked with the name of the Tenderer and the question to which it relates.



- 2.3 It is the Tenderer's responsibility to provide all the answers and information requested in a clear, concise and logical manner and at the appropriate points within the document. Cross referencing and reliance on enclosures (other than where specifically requested) should be avoided. In particular please **DO NOT:**
 - include any promotional literature or cross-reference to any web-based material, as this will **not** be considered as part of the selection process;
 - provide any information other than that requested, as this will **not** be considered as part of the selection process;
 - personalise or alter the ITT in any way (e.g. changing the original format, reducing the content by removing questions or altering the running order), as this may lead to your submission being disqualified;
 - use digital signatures;
 - submit documents in a format other than Word, Excel or PDF;
 - include any marketing material with your submission.
- 2.4 Notwithstanding 2.3 above, TSC reserves the right to take into consideration additional information publicly available from external sources when undertaking the evaluations.
- 2.5 It is the Tenderer's responsibility to ensure the Catapults are not misled. The information provided in the ITT will be relied upon and taken to be true and accurate. If it is subsequently determined that any information supplied was inaccurate and was relied upon for evaluation purposes, the TSC reserves the right to exclude the offer to supply (if still under evaluation) or if the Framework Agreement has been awarded and the information inaccurately supplied had a significant bearing on the award then the TSC shall be at liberty to terminate the Framework Agreement without incurring any financial or legal liability. In addition, the TSC shall reserve the right to pursue all costs in establishing the reprovision of the Framework Agreement. It remains the responsibility of the Tenderer to keep the TSC informed of any matter that may affect continued qualification.
- 2.6 Please ensure that all responses are completed in full and in the format requested. Failure to do so may result in your submission being disqualified. If any question in Section 4 - General Due Diligence does not apply to you, please state clearly 'N/A'.
- 2.7 It is the responsibility of the Tenderer to ensure that responses are unambiguous and complete and to seek clarification, if necessary, of the requirements via the TSC procurement inbox: procurement@ts.catapult.org.uk
- 2.8 Should Tenderers need to provide additional Appendices in response to the questions, these should be numbered clearly.
- 2.9 The Catapults will not be responsible for any expenses incurred in the preparation of any submission, in attendance at any meetings, visits or clarifications.

3. Verification of information provided

Whilst reserving the right to request information at any time throughout the procurement process, the TSC may enable the Tenderer to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the Tenderer can meet the specified requirements the TSC may obtain such evidence after the final tender evaluation decision i.e. from the successful Tenderer(s) only.

4. Sub-Contracting arrangements

Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the Framework Agreement requirements, Section 1, Questions 1.2(a) and 1.2(b) of the Due Diligence Questionnaire must be used to provide details of the proposed bidding



model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key Framework Agreement deliverables each subcontractor will be responsible for.

The TSC recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the TSC indicates that sub-contractors are to play a significant role in delivering key Framework Agreement requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. Tenderers should therefore notify the TSC immediately of any change in the proposed sub-contractor arrangements. The TSC reserves the right to deselect the Tenderer prior to any appointment to the Framework Agreement, based on an assessment of the updated information.

5. Confidentiality

- 5.1 When providing details of contracts in Section 12 within the Due Diligence Questionnaire the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 5.2 The TSC reserves the right to contact the named customer contact in Section 4 regarding the contracts included. The named customer contact does not owe the TSC any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 5.3 The TSC confirms that they will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or Contracting authorities defined by the Public Framework Agreement Regulations, as appropriate.

6. Submission

- 6.1 Upon downloading this document, Tenderers interested in participating in this ITT should register their interest by sending an e-mail to the following address: <u>procurement@ts.catapult.org.uk</u>. This is to enable TSC to issue any further communications relating to this ITT as well as the questions and answers generated during the tender process.
- **6.2** Any questions in relation to the ITT **must** be directed (at any time), to <u>procurement@ts.catapult.org.uk</u>. Each Friday (before 12:00hrs GMT) during the period before the deadline for receipt of tenders, all questions received, and their associated answers will be e-mailed out to all entities who have expressed their interest. This will provide an audit trail of all discussions / clarifications.
- 6.3 All requests to extend the deadline for submitting responses to the ITT shall be directed to <u>procurement@ts.catapult.org.uk</u> only. No application for extension will be considered if received less than seven (7) days prior to the deadline date fixed in the ITT. For the avoidance of doubt, the TSC will not open any e-mails containing submissions until <u>after</u> the ITT submission deadline.

6.4 As detailed within the ITT Timetable the closing date for receipt of submissions is 12:00hrs GMT precisely on 09 December 2016.

6.5 All tender submissions must be sent by e-mail to the following address:

mobilephonetenders@ts.catapult.org.uk



6.6 Tenderers are advised not to leave it until the last few minutes before the submission deadline to e-mail their responses. The TSC accepts no responsibility for failure to receive a response if it has not been sent with an appropriate amount of time to arrive. Ideally you should e-mail your response in plenty of time prior to the submission deadline, and include a Delivery Receipt Request within it.

7. Signing of ITT Document

- 7.1 The Tender Declaration and No Collusion Certificate at Section 2 must be signed where indicated and must be signed only by persons authorised to do so on the Tenderers' behalf e.g. Director/Company Secretary. Failure to comply with this instruction may lead to your submission being deemed non-compliant and rejected in its entirety.
- 7.2 Digital signatures are not acceptable, therefore please print the finished document, sign all sections where indicated in permanent wet ink, and scan to a common electronic document format e.g. Adobe PDF (recommended). This document should be submitted along with the rest of your response.

8. Return of the ITT

- 8.1 Tenderers must submit the following documents via e-mail to the inbox stated in Section 6.5 above. The following documents must be submitted as separate documents:
 - Section 2 : Tender Declaration Form;
 - Section 2 : No Collusion Certificate;
 - Section 4 : General Due Diligence, Part 1;
 - Section 4 : General Due Diligence, Part 2;
 - Section 4 : General Due Diligence, Part 3
 - Section 5 : Technical Submission; and
 - Section 6 : Commercial Submission Offer Worksheet.

Failure to comply with this instruction may lead to your submission being deemed noncompliant and rejected in its entirety.

- 8.2 No submission will be considered unless it is received by the specified date/time as hereinafter defined and using the e-mail address specified in Section 6.5 above. The phrase "specified time" means the time fixed on the e-mail as it is received into the specified inbox.
- 8.3 Tender submissions received by any method other than e-mail shall be deemed noncompliant and therefore rejected. For the avoidance of doubt, all hard copy (paper) submissions will be automatically rejected.

9. Technical

Tenderers shall submit their technical response, in line with the criteria detailed in Section 5 – Evaluation Criteria.

10. Commercial

Tenderers are required to detail their offer(s) within the Offer Worksheet(s) in Section 6. Tenderers shall complete their offer in the worksheet provided and **not** in a separate worksheet of their own making.

Tender prices **must not** be included anywhere else in the tender submission.



The offer worksheet(s) **MUST** be submitted as a separate document within your completed tender submission. Failure to comply with this request may, at the discretion of the TSC, invalidate a tender.

11. Tender Validity

All tenders submitted must remain open for acceptance for a period of one hundred and twenty (120) days after the published submission deadline date and time for receipt of tenders.

12. Modification of Tender

No tender may be modified after submission.

13 Tender Declaration Form

The Tender Declaration at the end of this Section 2, must be completed on your organisations letter headed paper and must be signed where indicated by persons authorised to do so on the Tenderers' behalf e.g. Director/Company Secretary.

Digital Signatures are not acceptable.

14. No Collusion Certificate

The No Collusion Certificate at the end of this Section 2, must be signed where indicated by persons authorised to do so on the Tenderers' behalf e.g. Director/Company Secretary.

Digital Signatures are not acceptable.



**Please complete this form on your organisations letter headed paper **

TENDER DECLARATION

Tender Title : Mobile Telephony Services

Tender Reference: TSC06 Proc-G&S-16/17 - 001

I/We hereby offer to supply and deliver the Services specified in the foregoing schedule to the entire satisfaction of the TSC and the Catapults, or their Authorised Representatives.

I/We hereby certify that no alteration, amendment nor qualification to the Invitation To Tender document, as issued, has been made other than as stipulated in our proposal.

I/we hereby agree to the pricing contained in the Offer Worksheet within this Tender submission remaining valid until one hundred and twenty (120) days after the published submission deadline date and time for receipt of tenders.

I/We understand that you are not bound to accept the lowest, or any Tender you may receive.

I/We understand that the TSC may reject the Tender submission if there is a failure to provide all relevant information or if false or misleading information is provided.

I/We have provided a full list of all appendices used to identify additional information in our response where appropriate.

I/We also declare that there is no conflict of interest in relation to the TSC and/or the Catapults requirements.

Registered /Legal Name of the	
Organisation, including any trading	
Registered Company Address:	
Telephone Number:	
E-mail Address	
Company Registration No:	
Country of Registration:	
VAT Number:	
Signed:	
Print name:	
Position in company: (e.g. Director, Partner, Principal, Company Secretary)	
For and on behalf of: (i.e. organisation's name)	
Dated:	

Digital signatures are **not** acceptable.

Unsigned submissions will be regarded as a non-compliant application and may therefore be rejected.



Tender Title: Mobile Telephony ServicesTender Reference:TSC06 Proc-G&S-16/17 - 001

NO COLLUSION CERTIFICATE

The essence of selective tendering is that the TSC shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, I/we certify that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that we have not done and I/we undertake that I/we will not do at any time before the returnable date for this tender any of the following acts:-

- (a) Communicating to any person the amount or approximate amount of the tender herewith submitted;
- (b) Entering into any agreement or arrangement with any person that he /she shall refrain from tendering or as to the amount of any tender to be submitted; and
- (c) Offering or paying or giving or agreeing to pay or give any sum of money or consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word "person" includes any persons and any body or association, corporate or incorporate; and "any agreement or arrangement" includes any such transaction, formal or informal, whether legally binding or not.

I/We acknowledge that the TSC will be entitled to cancel the Framework Agreement and to recover from me/us the amount of any loss resulting from such cancellation if I/we or our representatives (whether with our without my/our knowledge) shall have practiced collusion in tendering for this Framework Agreement or any other contract or framework agreement with the TSC and/or the Catapults or shall employ any corrupt or illegal practices either in the obtaining or execution of this Framework Agreement or any other contract or framework agreement with the TSC and/or the Catapults.

Signed:	
Print name:	
Position in company: (e.g. Director, Partner, Principal, Company Secretary)	
For and on behalf of: (i.e. organisation's name)	
Dated:	

Digital signatures are **not** acceptable.

Unsigned submissions will be regarded as a non-compliant application and may therefore be rejected.



SECTION 3 – SCOPE OF WORK and REQUIREMENTS

1. Project Background

- 1.1 The Catapult network has experienced rapid growth since the first entity was created in 2012. Each Catapult has, until now, made its own arrangements regarding mobile telephony services.
- **1.2** An overview of the current situation for each Catapult is contained at **Annex 1 of this ITT.**
- 1.3 The Catapults have now decided to combine a number of their non-core activities to benefit from economies of scale.
- 1.4 Using the current mobile telephony situation from each of the identified Catapults we have generated the following requirements. These requirements are by no means exhaustive.

Technical Requirements	Minimum
	Tenders shall provide an overview of how the Services are transferred to a new provider.
Service transfer proposal	Tenders shall formulate their proposals to ensure that cost and disruption to Service is kept to a minimum for Catapults and their Service Users.
Voice	Unlimited
Text	Unlimited
Data	 High tariff user – 8 gb per month Medium tariff user – 4 gb per month Low tariff user – 2 gb per month
Handset numbers	Approximately 550 Handsets over a two (2) year period. Please note, this number cannot be guaranteed.
Data only Sim cards	Approximately 100 for data only devices, such as I-pads etc.
os	A variety of both IOS & Android handsets is required. Please see Section 6 for a preliminary indication of the types and approximates quantities of handsets required. Please note that the numbers and models of handsets may vary over the course of the Framework Agreement.
Cost per month	 Fixed cost per month: High tariff user (Voice & Data) High tariff (data only) Medium tariff user (Voice & Data) Low tariff user (Voice & Data) Catapults must have the ability to switch Service Users up and

2. Requirements



	down between tariffs if the original estimate of usage turns out to be incorrect.
Technical Requirements	Minimum
Kit fund	Provision of an Equipment Fund for each Catapult
Required coverage	UK Main land to a distance of 4 miles off the UK Coastline.
Replacement of Lost or damaged Handsets to Catapult Office	Within 48 business hours
Handset Warranty from deleivery of handset to the Service User	2 years
Help desk for Users to report issues for resolution	UK Business hours (09:00 to 18:00hrs Monday to Friday) Emergency our of hours helpline to cover evenings & weekends
Network coverage	All areas identified currently see Annex 1
Billing services	One consolidated invoice per Catapult each month with supporting data is required.
	Digital billing portal to allow each Catapult to access and interrogate usage data
Account Management Services	
Account Management	Each Catapult will require Account Management Service to ensure its business needs are met. Additionally there will be a need for a periodic overview of the whole Framework Agrement to ensure that full benefits of the combined Services are being realised.
Optional extras	
Data bolt on Europe	Daily charge while travelling
Data bolt on R.O.W	Daily charge while travelling
Handset Insurance	Replacement of new for old if lost/damaged
Cases to prevent damage	Low cost, not waterproof, no screen protection (include pictures of proposed case for each handset)



3. Contractual Requirements

The Tenderer is required to provide its standard Terms and Conditions that will apply to this Framework Agreement and to summarise the specific conditions in its terms in relation to the legal provisions required in the table below.

The TSC will review the standard Terms and Conditions of each Tenderer based on the assessment of the most important and minimum standard requirements listed below.

The TSC and the Catapults will enter into the standard Terms and Conditions (plus any Special Conditions if detailed in the Tender response) of the Contractor.

Contractual Clauses	Summary required:
Liability	Set out the position on uncapped liabilities and any capped liability. Liability for breach of data protection laws and breach of confidential information.
Obligations on Supplier	Set out the level of obligations and any reasonable endeavours obligations.
Warranties	Set out any warranties in relation to the Services that will be provided and any exclusions from warranty.
Legal Requirements	
Equipment	Set out the legal position on title of the equipment provided.
Data Protection	Set out the data protection provisions including the obligations of the Supplier and each Catapult and any indemnities.
Termination	Set out the circumstances for termination for both the Contractor and an individual Catapult. Confirm the position for part termination for example for an individual Catapult.
Consequences of Termination	Set out the obligations of the Contractor and an individual Catapult after termination and any payments that are to be made.
Governing law and jurisdiction	English Law required



SECTION 4 – GENERAL DUE DILIGENCE

Framework Agreement Title	: Mobile Telephony Services
Framework Agreement Reference	: TSC06 Proc-G&S-16/17-001

Part 1 and Part 2 : Tenderer Information and Exclusion Grounds

The General Due Diligence Questionnaire is a self-declaration, made by you (the Tenderer), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

Consequently we require all the organisations that you will rely on to meet the requirements of this procurement exercise to provide a completed Part 1 and Part 2 along with the Declaration at the end of Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

Part 3 : Supplier Selection Questions

This document will provide instructions on the due diligence questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the due diligence questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the due diligence questionnaire is not provided upon request, and without delay, we reserve the right to amend the contract award decision and award to the next compliant Tenderer.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the due diligence questionnaire, and It to enter into a contract, there may be significant consequences.

You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

¹ For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_a nd_Discretionary_Exclusions.pdf



Part 1 : Tenderer Information

Please answer the following questions in full.

Please note that every organisation that is being relied on to meet the requirements of this procurement exercise must complete and submit the Part 1 self-declaration.

All personal information supplied within this due diligence questionnaire will be treated as confidential and will be subject to the Data Protection Act.

Section	Section 1 – Tenderer Information			
Question		Response		
1.1 (a)	Full name of the Tenderer submitting the information			
1.1 (b)	(i) Registered office address (if applicable)			
	(ii) Registered website address (if applicable)			
		a) Public Limited company		
		b) Limited company		
	Trading Status (Please mark "X" in the relevant box)	c) Limited liability partnership		
1.1 (c)		d) Other partnership		
(0)		e) Sole trader		
		f) Third sector		
		g) Other (please specify your trading status)		
1.1 (d)	Date of registration in country of origin			
1.1 (e)	Company Registration number (if applicable)			
1.1 (f)	Charity Registration number (if applicable)			
1.1 (g)	Dun and Bradstreet (D.U.N.S) number of head office (if applicable)			
1.1 (h)	Registered VAT number			
1.1 (i)	 (i) If applicable, is your organisation professional or trade register(s) in established? 			
	 (ii) If you responded "Yes" to (i) above, please provide relevant details, including the registration number. 			



Question			
(i) Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or to be a member of a particular			Yes
organisation in order to provide procurement?	the services specified in this		No
 (ii) If you responded "Yes" to (i) above, please provide additional details of what is required and confirmation that you have complied with this. 			
Trading name(s) that will be used if successful in this procurement			
Relevant classifications (state whether you which one):	fall within one of these, and if so,		
 a) Voluntary, Community and Social Enterprise (VCSE) b) Sheltered workshop c) Public service mutual 			a b c
Are you a Small, Medium or Micro Enterprise (SME) ² ?			
Details of Persons of Significant Control (PSC), where appropriate: (Please enter N/A if not applicable)			
Name			
Date of Birth			
Nationality			
Country, state or part of the UK where the PSC usually lives			
Service address			
The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be			
used) Which conditions for being a PSC are met: – Over 25% up to (and including) 50% – More than 50% and less than 75% – 75% or more. ³			

² See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ ³ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.



Quest	tion	Response	
	Details of immediate parent company (Please	e enter N/A if not applicable)	
	Full name of the immediate parent company		
1.1 (o)	Registered office address (if applicable)		
1.1 (0)	Registration number (if applicable)		
	Head office DUNS number (if applicable)		
	Head office VAT number (if applicable)		
	Details of ultimate parent company (Please enter N/A if not applicable):		
	Full name of the ultimate parent company		
1.1 (p)	Registered office address (if applicable)		
π. τ (ρ)	Registration number (if applicable)		
	Head office DUNS number (if applicable)		
	Head office VAT number (if applicable)		

Note : A criminal record check for relevant convictions may be undertaken for the successful tenderer(s) and the persons of significance in control of them.

Section	Section 1 – Bidding Model			
Quest	tion		Response	
1.2 (a)	(i)	Are you bidding as the lead contact for a group of economic operators?	Yes No If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section2 and 3. If no, and you are a supporting bidder, please provide the name of your group at 1.2 (a) (ii) for reference proposes, and complete 1.3, Section 2 and 3.	
	(ii)	Name of group of economic operators (if applicable)		
	(iii)	Proposed legal structure if the group of economic operators intends to form a named single entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.		



Quest	Question Response				Response	
1.2 (b)	(i) Are you, or if applicable the group of economic operators, proposing to use sub-contractors?				☐ Yes ☐ N/A	
(2)			s" to (i) above, p ving table: we ma			
Name						
Regist addres						
Tradin	g Status					
Compa registra numbe	ation					
Head (DUNS applica	number (if					
Regist numbe	ered VAT er					
Type o organis						
SME?		Yes No	Yes No	Yes No	Yes No	Yes No
sub-co take in the wo	le each ontractor will providing rks and/or es e.g. key rables					
% of co obligat assign	oproximate ontractual ions ed to each ontractor					



SECTION 4 – GENERAL DUE DILIGENCE

Part 2 : Exclusion Grounds

Please answer the following questions in full.

Please note that every organisation that is being relied on to meet the requirements of this procurement exercise **must** complete and submit the Part 2 self-declaration.

Section 2 - Grounds for mandatory exclusion			
Quest	Question Response		
	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of a <u>page</u> , which should be referred to before completing Please indicate if, within the past five years you, you who has powers of representation, decision or contanywhere in the world, of any of the offences within <u>web page</u> .	ng these questions. your organisation or any other person trol in the organisation been convicted,	
	Participation in a criminal organisation Image: Yes image: No lf Yes please provide details at 2.1		
2.1 (a)	Corruption Yes No If Yes please provide details at 2.1(b)		
	Fraud	Yes No If Yes please provide details at 2.1(b)	
	Terrorist offences or offences linked to terrorist activities	Yes No If Yes please provide details at 2.1(b)	
	Money laundering or terrorist financing	Yes No If Yes please provide details at 2.1(b)	
	Child labour and other forms of trafficking in human beings	Yes No If Yes please provide details at 2.1(b)	
2.1 (b)	 If you have answered yes to question 2.1(a), please provide further details: Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction; Identity of who has been convicted; If the relevant documentation is available electronically, please provide the web address, issuing authority and precise reference of the documents. 		
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)Image: Self test is the sel		
2.3 (a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?		



Question		Response
2.3 (b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

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

Section 3 - Grounds for discretionary exclusion				
Question Response		Response		
	Regulation 57 (8)			
3.1	The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.			
	Please indicate if, within the past three years, anywhere in the world, any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.			
3.1(a)	Breach of environmental obligations?	Yes No If Yes please provide details at 3.2		
3.1 (b)	Breach of social obligations?	Yes No If Yes please provide details at 3.2		
3.1 (c)	Breach of labour law obligations?	Yes No If Yes please provide details at 3.2		
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes No If Yes please provide details at 3.2		
3.1(e)	Guilty of grave professional misconduct?	Yes No If Yes please provide details at 3.2		
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes No If Yes please provide details at 3.2		
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes No If Yes please provide details at 3.2		



Quest	lion	Response
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes No If Yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	☐ Yes ☐ No If Yes please provide details at 3.2
	Please answer the following statements:	
	 (i) The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. 	☐ Yes ☐ No If Yes please provide details at 3.2
	(ii) The organisation has withheld such information.	Yes No If Yes please provide details at 3.2
3.1 (j)	 (iii) The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. 	Yes No If Yes please provide details at 3.2
	(iv) The organisation has influenced the decision- making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.	☐ Yes ☐ No If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	



DECLARATION : PART 1 & PART 2

Tender Title : Mobile Telephony Services

Tender Reference: TSC06 Proc-G&S-16/17 - 001

I declare that to the best of my knowledge, the answers submitted and information contained in Part 1 and Part 2 of this Due Diligence Questionnaire are correct and accurate.

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

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

I understand that TSC Catapult may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section and I am aware of the consequences of serious misrepresentation.

Contact Name	
Name of organisation	
Role in organisation	
Phone number	
e-mail address	
Postal address	
Signature	
Date	

LEGALLY BINDING DECLARATION.

This form must be signed where indicated only by persons authorised to do so on the Potential SUppliers behalf e.g. Director/Company Secretary.

Digital signatures are **not** acceptable.

Unsigned submissions will be regarded as a non-compliant application and therefore rejected.



Part 3 : Supplier Selection Questions

Tenderers who self-certify that they met the requirements of the following questions will be required to provide evidence of this if they are successful at appointment to Framework stage.

3.1 Selection Questions

Section 4 – Economic and Financial Standing			
Quest	Question Response		
		you able to provide a copy of your audited accounts for the last years, if requested?	Yes
		o, can you provide one of the following: answer with an "X" in the vant box.	🗌 No
	(a)	A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and	Yes
4.1		Statement of Cash Flow for the most recent year of trading for this organisation.	No
	(b)	A statement of the cash flow forecast for the current year and a	Yes
		bank letter outlining the current cash and credit position.	No
	(c)	Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or	Yes
		the bank, charity accruals accounts or an alternative means of demonstrating financial status).	🗌 No

Section 5 - If you have indicated in question 1.2(a) in Part 1 of this questionnaire that you are part of a wider group, please provide further details below:

Question		Response	
Name			
Relation	onship to the Tenderer completing the questions		
5.1	Are you able to provide parent company accour later stage?	ts if requested to a	ta Yes
5.2	If yes, would the parent company be willing to necessary?	provide a guarantee	e if Yes
^{5.3} If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?		n a Yes	
Section 6 – Requirements under Modern Slavery Act 2015			
Question Re		Response	
6.1	Are you a relevant commercial organisation as c 54 ("Transparency in Supply Chains etc.") of the Act 2015 ("the Act")?	5	☐ Yes ☐ N/A



6.2	If you have answered "Yes" to question 1, are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	☐ Yes ☐ No Plea an e
-----	---	-------------------------------

No Please provide an explanation

3.2 Additional Questions

Г

Section 7 – Insurance		
Question		Response
Please self-certify whether you already have, commencement of the Framework Agreen indicated below:	· · ·	
Employer's (Compulsory) Liability Insurance	= £5,000,000 *	
Public Liability Insurance	= £2,000,000	🗌 Yes
Professional Indemnity Insurance	= £1,000,000	🗌 No
Product Liability Insurance	= £2,000,000	
* It is a legal requirement that all compa Liability Insurance of £5 million as a minimu not applicable to Sole Traders.		

Secti	Section 8 – Compliance with Equality Legislation		
For Tenderers working outside of the UK, please refer to equivalent legislation in the co that you are located.			
Tenderers may be excluded from the procurement process if they have answered "No" question 1 and/or "Yes" to questions 2 or 3 and are unable to demonstrate to TSC Cataput satisfaction that appropriate remedial action has been taken to prevent similar unlaw discrimination reoccurring.			
Ques	stion	Response	
8.1	Does your organisation comply with your statutory obligations under the Equality Act 2010?	YesNo	
8.2	In the last three (3) years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	Yes No	
8.3	In the last three (3) years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?	Yes No	
quest brief s and invest If the your	u have answered "Yes" to one or both ions 2 & 3 in this module, please provide a summary of the nature of the investigation an explanation of the outcome of the tigation to date. investigation upheld the complaint against organisation, please also explain what n (if any) you have taken to prevent		



unlaw	ful discrimination from reoccurring.	
8.4	If you use sub-contractors, do you have whether any of the above circumsta organisations?	
		•

Section 9 – Safety, Health, Environmental & Quality ("SHEQ")

Tenderers will be excluded from the procurement process if they cannot self-certify to holding the relevant Certification **or** to having an in-house Policy that complies with current legislative requirements.

9.1 Health & Safety

Question		Response	
9.1(a)	Does your organisation operate a Health, Safety and Welfare management system certified to International, European or equivalent standard (e.g. OHSAS 18001)?		Yes
- (-)			L No
	If you have answered "Yes" to the	Approval Certificate Number	
9.1(b)	above, please provide:	Certificate Expiry Date	
9.1(c)	If you have answered "No" to the		🗌 Yes
0.1(0)	your organisation has an in-house Health and Safety Policy that complies with current legislative requirements.		🗌 No

9.2 – Environmental

Question			Response
9.2(a)	Does your organisation operate an Environmental Management System certified to International, European or equivalent standard (e.g. ISO14001 or EMAS)?		YesNo
	If you have answered "Yes" to the	Approval Certificate Number	
9.2(b)	above, please provide:	Certificate Expiry Date	
9.2(c)	JIF you have answered "No" to the above, please self-certify that your organisation has an in-house policy for the management of Environmental issues.		Yes No
9.3 – Quality			
Ques	tion		Resnonse

Question		Response	
0.2(a)	Does your organisation operate a Quality Management system certified to International, European or equivalent standard (e.g. BS EN ISO 9001)?		Yes
9.3(a)			🗌 No
0.0(1)	If you have answered "Yes" to the	Approval Certificate Number	
9.3(b)	above, please provide:	Certificate Expiry Date	



	If you have answered "No" to the above, please self-certify that	
9.3(c)	your organisation has an in-house policy for the management of	
	Quality issues.	

Section 10 – Information Security Management Tenderers will be excluded from the procurement process if they cannot self-certify to holding the relevant Certification or to having an in-house Policy that complies with current legislative requirements. Question Response Does your organisation operate an Information Security Management Yes system certified to International, European or equivalent standard (e.g. (a) No BS EN ISO 27001)? Approval Certificate Number If you have answered "Yes" to the (b) above, please provide: Certificate Expiry Date If you have been able to provide your Approval Certificate Number and Certificate expiry date at "a & b" above, you are not required to answer any of the remaining Information Security Management questions. Yes Please self-certify that your organisation has an in-house policy for the (c) management of information security. \square No Yes Please provide, as a separate appendix, information regarding the last (d) time your network was pen-tested, including scope that this covered. No Yes Please provide, as a separate appendix, a record of security breaches, (e) covering last two (2) years. No

Section 11 – Business Continuity & Disaster Recovery

Tenderers will be excluded from the procurement process if they cannot self-certify to holding the relevant Certification **or** to having an in-house Policy that complies with current legislative requirements.

Question		Response
(a)	Please self-certify that your organisation has an in-house policy for Business Continuity & Disaster Recovery	Yes No
	If you have answered "No" to the above question, please describe yo ensure business continuity and to enable disaster recovery, including risk treatment and leadership in these areas.	•
(b) Guidance: You should demonstrate that your organisation keeps copies of documentation out your business continuity and disaster recovery procedures. These should arrangements for business continuity and disaster recovery throughout your organisation should set out how the organisation will carry out its policy with a clear indication arrangements are communicated to the workforce.		should include the rorganisation. They



SECTION 5 – EVALUATION CRITERIA

Appointment to the Mobile Telephony Services Framework, will be based upon the most economically advantageous tender ("MEAT") received.

All Tenders received shall be evaluated in-line with the following three (3) stages:

Stage 1 - Due Diligence Process

Submissions will be evaluated on an individual basis and shall be based on the "PASS/FAIL" Criteria detailed in Section 2.

A "FAIL" on **any** of the Stage 1 criteria will result in the tender response being rejected in its entirety.

The TSC may decide not to proceed to Stage 2, if deemed not to be in the best interests of the Catapults to do so.

Stage 2 – Technical & Commercial Evaluation

Appointment to the Framework Agreement will be based on the most economically advantageous tender assessed on the following:

- Technical 40%
- Commercial 55%
- Presentation 5%

1. Technical Approach - 40%

The Technical evaluation shall be scored utilising the marking scheme detailed below.

A scoring of less than four (4) on **any** of the Technical criteria will result in the tender response being rejected.

MARKING SCHEME	SCORE
<i>Fails to meet the requirement -</i> Either no response or a very poor response has been provided with major deficiencies or little relevant detail proposed. Indicates a weakness of the bidder. Proposal not acceptable.	0 – 1 (Fail)
This is where the T&Cs provided by the Tenderer are rejected in their entirety as being unacceptable to the TSC.	
Partially meets the requirements - Poor response only partially satisfies requirement/standard, with SIGNIFICANT deficiencies apparent and / or is inconsistent with other proposals. Low probability of success. Proposal not acceptable.	2 - 3 (Fail)
This is where the T&Cs provided by the Tenderer are deemed unacceptable to the TSC.	



Almost meets the requirement - Response meets minimum requirement but remains basic and MINOR reservations still exist about the quality or the extent of the evidence provided which could have been expanded upon. Response is sufficient but does not inspire. Reasonable probability of success, with minor weaknesses being relatively easy to correct.	4 - 5
This includes where Tenderers T&Cs, in the view of the TSC are generally in line with the requirements in the ITT.	
Meets the requirement - Response is relevant and good. It is sufficiently detailed to demonstrate a good understanding of the requirement, including a level of detail, which adds meaning to the bid. Good probability of success. This includes substantive meeting of the requirements in the ITT of the Tenderers T&Cs.	6 - 7
Fully meets the requirement - Comprehensive and useful information provided which is beneficial to the Catapult. High probability of success; no weakness noted. The response is innovative and includes a full description of techniques and measurements that will be employed in the final solution. This is where the T&Cs provided by the Tenderer fully meet the requirements in the ITT.	8

Evaluations will be based on responses to the following criteria and scored in-line with the marking scheme above:

Relevant weightings, as detailed below, will be applied to the individual scorings to give the final weighted score.

	Evaluation Criteria	% weighting
Assurance of Supply	Tenderers must demonstrate, using a Coverage Map, that they can provide 4G signals to all the areas identifed as of special importance in to each Catapult in Annex 1- Overview of current mobile telephony use.	
	Tenderers must demonstrate that they are able to provide direct and effective forms of contact for all Service Users to report the theft/loss of handsets, as well as any failures or disruptions to in the network service.	10
	Tenderers must provide details of how they can offer a fast effective delivery service for the handsets they provide for service users for both the fulfilment of an initial order, and in the event of loss and/or theft.	
	Please describe your returns process in order to achieve this objective.	
Service	Tenderers shall provide detailed proposals of how the Service is transferred from existing to a new Service Providers. Proposals should be formulated in such a way to minimise cost and disruption	10



	to each Catapult's and their Service Users.	
	Demonstrate how you would support the Catapults nominated Framework Agreement managers through you account management services	
	Demonstrate the levels of pre and post sales support you would offer for service users under any Contract awarded from this Framework Agreement.	
	Demonstrate that you are able to provide both iOS and android handsets to all Catapults participating in the Framework Agreement depending on their business need.	
	Tenderers will be scored against the legal requirements detailed at Section 3, Condition 3 above.	
Legal Compliance	The Tenderers T&Cs will be reviewed and any issues regarding lesser terms will be highlighted and TSC's evaluation will be more favourable towards those Tenderers who have less issues on minor terms.	5
	Tenderers should feel free to propose Special Conditions which relate to the specific nature of this Service.	
	All products purchased from this contract must meet the latest minimum energy efficiency requirements prescribed by the EU Star Energy Regulation (Regulation No 106/2008 on a Community energy-efficiency labelling programme for office equipment).	
Risk Analysis & Mitigation	Please provide details on your approach to sustainability and how you incorporate this into the way you conduct your business e.g. sourcing products and warehouse & distribution operation. Responses should include but not be limited to: a. Reducing your carbon footprint b. Promoting fair & ethical trade c. Waste reduction & recycling	5
	d. Working with the supply chain to reduce environmental risks Please provide details on your processes and procedures for	
Ordering Process	 ordering e.g. on-line, telephone, e-mail etc. Please demonstrate their capabilities in the following areas: : a. itemised invoices electronically – in what format would they be submitted b. consolidated invoices - how they would be laid out. c. On-line spend/invoicing reporting 	5
Innovation	Catapults are leaders of innovation in UK industry. The Tenderer shall demonstrate what access it can offer in regards to Service & product innovations which can be used within their business activities.	5
Sub-total:		40



2. Commercial Approach – 55%

	Evaluation Crieteria	% Weighting
Cost	Using the information submitted by each Tenderer the TSC will determine the most economical offer. Other Tenderers less advantageous offers will be scored proportionally to this. Please see para 2.7 below	50
	Tenderers must demonstrate that their pricing proposal is superior to the deals they offer on the high street. This may be evidenced by comparing the proposed monthly fee for each identified Tariff user with your current High Street packages, plus the identification of the added value that the proposed Framework Agreement can offer the Catapults.	5
	Please also demonstrate the advantages to each Catapult (in terms of service and cost) of joining the Framework Agreement, rather than acting as a lone customer when fulfilling its own mobile telephony requirements.	
Sub-total:	<u> </u>	55

2.1 Tenderers are required to detail their offer in the pre-populated Offer Worksheet in Section 6 and <u>not</u> in a separate worksheet of their own making.

Tender prices must not be included anywhere else in the tender submission.

- 2.2 Rates shall be in pounds sterling and be exclusive of VAT. Prices may vary only for changes in inflation (CPI Index).
- 2.3 The offer worksheet MUST be submitted as a separate document within your complete tender submission. Failure to comply with this request may, at the sole discretion of Transport Systems Catapult, invalidate a tender.
- 2.4 Tenderers should also specify any other costs associated with the implementation of the Service and include any such costs in the designated section.
- 2.5 Any obvious arithmetical errors will be rectified by the appropriate officer checking the tenders and the amount of tender shall be held to be the amount of the documents so rectified and the tenderer informed in writing of the corrected amount.
- 2.6 Where there is an obvious and genuine error in rates occurring, the tenderer will be given the opportunity of either confirming that they agree to their tender being considered with the error remaining or withdrawing their tender. Should the tenderer decide to withdraw their tender, it will not be considered for acceptance.
- 2.7 The Commercial evaluation shall be scored on the basis of highest to lowest cost with the lowest cost proposal achieving the best score (50). The Tenderer who submits the lowest price for the total contract period based on the estimated total 24 month contract (see Section 6) will be given the maximum score available. Other tenderers higher prices will be



divided into the lowest price and the result multiplied by the maximum score available to achieve a proportionate score (compared to the lowest priced offer) for each Tenderers submitted price.

3 Stage 3: Web based online **Presentation – 5%.**

- 3.1 Interview / presentation will only be carried out where a Tenderer has met the minimum criteria as part of the Stage 2 evaluation. It is anticipated that the four (4) highest scoring Tenderers following Stage 2 evaluation will be invited to participate in the Stage 3 Web based online Presentations.
- 3.2 However, the TSC reserves the right not to proceed to Stage 3 evaluation and to proceed with appointments to the Framework following completion of Stage 2 evaluation if it is in the best interests of the Catapults to do so.
- 3.3 The Interview / Presentation shall last for no more than ninety (90) minutes following the format detailed below.
- 3.4 The Interview/Presentation shall be conducted by the proposed delivery team, led by the proposed Framework Agreement lead. Only those who would have direct involvement with the Framework Agreement shall attend.

Evaluation Criteria	% Weighting
Tenderers should present an over view of their Service offering, and demonstrate why they have the unique capability to partner the Catapults in deleivering the Services for the next two (2) year period.	5
Sub-total:	5

Costs will not be discussed at this stage and shall not be included in presentations.

- 3.5 If you are invited to participate in Stage 3 of the evaluation process, you will be informed of a timeslot by e-mail at least one week before the allocated date.
- 3.6 Presentations will be held through a web-based on-line system. Tenderers shall remain responsible for all their own bid costs.
- 3.7 Tenderers who are not invited to participate in Stage 3 will receive zero (0) points in the overall evaluation process.
- 3.8 Presentations will be evaluated based upon the above criteria and scored in-line with the Marking Scheme detailed in Section 5 above.
- 3.9 A scoring of less than four (4) on any of the evaluation criteria will result in the Presentation response being rejected in its entirety.

4. Combined Scores

The Technical, Commercial and Presentation scores will be combined (Technical 40% / Commercial 55% / Presentation 5%) to determine the Tenderer(s) who provide the most appropriate combination of quality and value for money.

5. Nomination of the Preferred Supplier

5.1 The Tenderer who receives the highest Combined score will be nominated the Preferred Supplier. TSC will finalise a Framework Agreement for a period of two years, with the possibility of two, one-year extensions.



6. Abnormally Low Tenders

- 6.1 Where the overall tendered amount appears to be abnormally low, the Tenderer will be required to provide further written details of the constituent elements of the overall tendered amount or the tendered rates or any other information considered to be relevant.
- 6.2 Any failure to provide such requested information, within a fixed time limit, may exclude the tender from further consideration. If, having considered the information provided, The TSC is of the view that either the tendered total of the prices is abnormally low or any tendered amounts are abnormally low, the tender may be rejected in accordance with PCR2015 Regulation 69 (4) to (6).



SECTION 6– OFFER WORKSHEET

See separate exel file