**Invitation to Tender**

**RFQ FY18 – 28**

**PROVISION OF**

**MIMO Chamber**

 **for the**

**Disruptive Innovation for Space Centre (DISC)**

Please respond by 12.00hrs 14 January 2019

1. **Introduction**

**SATELLITE APPLICATIONS CATAPULT**

The Satellite Applications Catapult Ltd (The Catapult) is a not-for-profit research organisation, which acts as a neutral trusted entry point to an entire network of UK expertise in applications development across government, academia and industry. The company's primary purpose is to promote, develop and facilitate the commercialisation and advancement of the satellite applications industry.

The Satellite Applications Catapult brings together multi-disciplinary and skilled teams to generate ideas and solutions in an open innovative and collaborative environment. We also have a wide range of facilities, platforms and laboratories to enable the best businesses, researchers and end-users to work together to develop new satellite-based products, services and applications - translating ideas from concept to market.

The Satellite Applications Catapult is a not-for-profit company and one of a network of centres established by Innovate UK to accelerate the take up of emerging technologies.

Find out more at http://www.sa.catapult.org.uk/

**The Disc Programme**

The Satellite Applications Catapult, with support from Innovate UK, is creating a Disruptive Innovation for Space Centre (DISC) to tackle a number of critical challenges facing the UK space industry. DISC will provide equipment and expertise to enable UK companies to accelerate the process of creating innovative new products and growing their businesses.

Currently, SMEs are restricted in the availability of high-tech laboratory space, as the design, manufacturing and test equipment is consistently too expensive to both acquire and maintain. While generic small-scale manufacturing capability exists in the UK, the lack of association of such capabilities with specialist digital and radio frequency test equipment necessary severely constrains the ability of SMEs to innovate. Additionally, these companies struggle to access the broad network of world-class experts required to develop truly innovative products. Larger companies often experience very different challenges where big company culture and the need to maintain existing product lines creates a significant hurdle to creating something new and truly innovative.

DISC addresses these challenges for UK industry by providing access to capabilities that integrate digital design, rapid prototyping, automated testing and manufacturing technologies. These are geared towards the acceleration of innovation; testing of disruptive ideas and technologies; and manufacturing of prototype products.

The world-class facility will support industrial and academic teams in taking an innovative R&D project from proof of concept all the way through to a full sized prototype, manufactured at quality levels and scales sufficient to undertake end-customer validation. Access to DISC will be charged at competitive rates and teams will be able to base themselves at DISC throughout the project’s duration.

To capitalise on existing infrastructure, DISC will leverage complementary capabilities in universities, other research institutions and industry where this is applicable and can be made available. The UK has some of the best universities in the world and to tap into UK academia, the DISC team will broker collaboration between industrial organisations and research teams for use of the facilities. In the future, we are hoping to launch an apprentice scheme to train the next generation of space engineers.

1. **PURPOSE OF THIS DOCUMENT**

The purpose of this Invitation to Tender (ITT) is for the Catapult to receive sufficient information from potential suppliers interested in supplying the products and associated support services detailed in **Section 3** and to allow an assessment to be made of their capacity and suitability to supply these Goods & Services requested.

1. **SPECIFICATION OF REQUIREMENTS**

**3.1 The Requirement**

The Catapult requires an anechoic test chamber that emulates the propagation path(s) to/from satellite(s), satellite constellations, and terrestrial mobile radio communication systems.

 **3.2 Scope of proposed contract**

The proposed contract is to obtain an anechoic test chamber to meet the requirements detailed in **Annex A** as well as support and maintenance services for a three-year period.

**3.3 Method**

The successful bidder will be required to install and commission their product by **an agreed date in 2019**, and provide support services, and or training for a period of three years.

**3.4 Deliverables**

The successful Tenderer will be required to deliver a product, which meets the functional specification contained at **Annex A,** as well as the appropriate support services for a three-year period

1. **AWARD TERMS**

The Contract will be made on the basis of the Satellite Applications Catapults’ provided terms and conditions (See **Annex B**).

Entities wishing to be considered for this contract must, before submitting their proposal, sign and return the declaration contained at **Annex C**, which accepts the terms & conditions issued with this invitation.

**Entities are requested to return this declaration well in advance of submitting their response, or at the very least with their final submission.** Failure to provide this declaration may lead to your offering being rejected.

1. **CONFIDENTIALITY**

All information provided in this document shall remain confidential between the Supplier and the Catapult. The Catapult will not share this information with any other organisations or Public Bodies without the permission of the Supplier.

This document and the associated appendices are provided in confidence for the sole purpose of this tender and must not be provided to any third party or used for any other purpose without the express written permission of the Catapult.

1. **COMMUNICATION DURING THIS PROCUREMENT**

All contact regarding this procurement should be made via the email address:

 procurement@sa.catapult.org.uk

Suppliers have been asked to include primary points of contact in their organisation for their response to this ITT. All communications will be made through the Primary Contact. The Supplier must therefore undertake to notify any changes relating to the contact.

1. **CLARIFICATION QUESTIONS**

The Catapult will not enter into detailed private discussions regarding the goods or services. Clarification questions about the procurement should be submitted through the procurement@sa.catapult.org.uk email address by **04 January 2019.**

All questions and answers generated as part of this exchange will be issued to all entities who have previously registered their intent to submit a proposal. Q&A Documentation will be issued to all entities who have registered their interest on **08 January 2019**

1. **GENERAL NOTICES**

Any expenditure, work or effort undertaken by your Company prior to the award of a contract is a matter solely for your Company’s own commercial judgement.

The Catapult reserves the right to terminate this contract award process at any time and not to enter into any contract. The Catapult and/or its advisers shall not be liable for any costs, liabilities or expenses whatsoever whether incurred (directly or indirectly) by the bidding Company, advisers or sub-contractors, in connection with the preparation of the response to this ITT or in the event of discontinuance of this procurement.

Respondents should note that the Catapult reserve the right at their sole and absolute discretion to reject any or all proposals, with or without reason. The following reasons may lead the Catapult to consider automatic rejection of a bid:

i. Missed deadline for the response.

ii. Failure to respond or, having responded, failure to clarify points raised by the Catapult.

iii. Failure to submit a bid that complies with the Catapult’s requirements.

iv. Any breach of confidentiality whatsoever.

v. Unless specified to the contrary channelling any communications with regard to this project to anyone not specified in the ITT

vi. Substantial non-compliance with the terms agreed to in the Respondents Acknowledgement letter **(see Annex C).**

Offers submitted in response to this ITT must be valid for a period of **90 days**.

1. **DISCLAIMER**

The Catapult does not make any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the procurement documents and shall not be liable for any loss or arising as a result of reliance upon information within the documents.

Any persons considering entering into a contractual relationship with the Catapult should seek their own professional technical, financial and legal advice.

Suppliers are advised that nothing herein or in any other communication made by the Catapult (written or oral) shall be taken as constituting a legally binding contract or agreement between the Catapult. (save for a formal award of contract made in writing on behalf of the Catapult).

The Catapult reserves the right to amend any information or any requirements contained in the documentation. Suppliers should form their own conclusions about the methods and resources needed to meet these requirements.

The ITT documentation and the information contained within it are the property of the Catapult; all rights, including intellectual property rights, are reserved. Suppliers may make it available within their organisation or subcontractors solely for the purposes of preparing a bona fide response to a document for the provision of goods and services. The Supplier is to ensure that all such parties are made aware of the confidentiality obligations and take such steps as to guarantee compliance with it.

Suppliers may withdraw their responses at any time prior to accepting the notification of award by sending a notice of withdrawal to the Catapult by email or in writing.

The Satellite Applications Catapult shall observe all its obligations under the any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or any successor legislation (together the ‘DPA’)

By participating in the procurement process, Suppliers shall be deemed to have agreed to be bound by the notices and undertakings in the procurement documents.

1. **PROCUREMENT TIMETABLE**

The indicative timetable for this procurement is set out in the following table:

|  |  |
| --- | --- |
| **Activity**  | **Date**  |
| **ITT issue**   | **14 December 2018** |
| **Site visit opportunity of the final installation site** (Please notify the Catapult of your desired time of attendance & names of your visitors) | **03 January 2019****15:00hrs to 17:00hrs** |
| **Receipt of questions relating to this ITT Process** | **04 January 2019** |
| **Issue of all Answers relating to the ITT Process** | **08 January 2019** |
| **Receipt of Respondents proposals in response to this ITT**  | **12:00hrs 14 January 2019**. |
| **Evaluation of proposals** Review, score and evaluate proposals, including a credit check of potential suppliers. | **14 to 21 January 2019** |
| **Option A :** nomination of a Preferred Supplier of the basis of written submissions and commencement of standstill period**, or** **Option B:** Announcement of three highest scoring vendors to be interviewed | **21 January 2019** |
| **Interview dates**  | **22 & 23 January 2019** |
| **Submission of updated Technical & Financial proposals** | **28 January 2019** |
| **Notice to all respondents of the results of the selection process, by e-mail & start of mandatory standstill period.** | **31 January 2019** |
| **Preferred Supplier appointment following completion of standstill period** | **11 February 2019** |
| **Contract commences** (with Respondent fully accountable for ongoing service)  | **12 February 2019** |
| **Dispatch Contract award notice** | **01 March 2019** |

The timetable listed above is for indicative purposes only and the Catapult reserves the right to amend this timetable at its discretion.

1. **THE EVALUATION APPROACH**

Written Proposals will be evaluated based on the most economically advantageous tender and will be assessed against the methodology proposed. The Table below contains a list of all criteria.

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Max score available** | **Explanation** |
| **Minimum Requirements** | **Pass/Fail** | Tenderers should demonstrate in their submission, that their proposed solution meets each of the mandatory requirements detailed in **question 1 to 14** using the response template issued with this ITT. For each requirement, you should insert where compliance is evidenced in your proposal in the yellow highlighted area. Failure to demonstrate compliance with the minimum requirements specified means your proposal will not be evaluated further |
| **Desirable features**  | **80** | Tenderers in **questions** **15 to 22** should detail how their proposed solution can offer additional features which exceed the minimum requirements, and can give the DISC additional capabilities.You should reference where these desirable features are detailed in your written submission.  |
| **Project plan for supply delivery & installation** | **20**  | Tenderers in **questions 23 & 24** should provide a project planto provide supply delivery, installation & commissioning of their solution. You should detail all key dates associated with your plan, plus any resources you will require from the Catapult to ensure a successful completion. Please identify any risks/issues associated with your plan, and identify how you intend to mitigate them. You may submit additional documentation to support your case. Additional marks will be awarded the closer the final commissioning date is to 31 March 2019.  |
| **Maintenance strategy** | **10**  | Tenderers, in **question 25** should detail their maintenance regime required to keep the chamber at optimum use for a three-year period. Additional marks will be awarded on the basis of minimum chamber down time.Please submit a completed Annex D which details your support arrangements.  |
| **Cost** | **100** | Tenderers should, in response to **question 26** provide:* one price to meet the minimum requirements;
* a menu of additional pricing options for each additional desirable features offered in questions 15 to 21 above;
* costs associated for supply, installation & maintenance for the three-year period.

The price evaluated for each Tenderer will be the summation of the price to meet the minimum requirements plus the price of the additional features that the Catapult chooses (see pricing schedule).The supplier, which submits the lowest price for the selected configuration of anechoic chamber, will be given the maximum score for this criterion. Other Suppliers (higher) prices will be divided into the lowest price and multiplied by the score available to achieve a proportionately lower score.You must use the pricing template contained in Section D, (page 11) of this ITT.All costs relating to the supply, installation, Commissioning, consumables & maintenances for a three-year period should be included. Any costs not included within your completed pricing schedule which could reasonably be foreseen at the tender stage will not be entertained later.  |
| **Total** | **210** |  |

Following the closing date receipt of proposals, an evaluation panel made up of project stakeholders will review all received documentation.

The evaluation panel, will score the received proposals using the evaluation criteria indicated above. At this point, the Catapult will choose one of the following options:

* Option A: nominate a Preferred Supplier of the basis of written submissions, or
* Option B: Invite the three highest scoring Respondents to the Catapult premises and discuss with them the various options (desirable features) presented on their proposals.

**Respondents will be notified on 21 January 2019 as to which option has been chosen by the Catapult.**

**Interviews will be held with Respondents between 22 and 23 January2019.** Following a detailed discussion of the technical options put forward by Respondents at these interview, they will be invited to **submit final technical & financial offers on 28 January 2019**.

 These revised offers will be evaluated against the following criteria, based upon a clearer understanding of the proposals of each Tenderer:

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Max score available** | **Explanation** |
| **Minimum Requirements** | **Pass/Fail** | Tenderers should demonstrate in their submission, that their proposed solution meets each of the mandatory requirements detailed in **question 1 to 14** using the response template issued with this ITT. For each requirement, you should insert where compliance is evidenced in your proposal in the yellow highlighted area. Failure to demonstrate compliance with the minimum requirements specified means your proposal will not be evaluated further |
| **Desirable features**  | **80** | Tenderers in **questions** **15 to 22** should detail how their proposed solution can offer additional features which exceed the minimum requirements and can give the DISC additional capabilities.You should reference where these desirable features are detailed in your written submission.  |
| **Project plan for supply delivery & installation** | **20**  | Tenderers in **questions 23 & 24** should provide a project planto provide supply delivery, installation & commissioning of their solution. You should detail all key dates associated with your plan, plus any resources you will require from the Catapult to ensure a successful completion. Please identify any risks/issues associated with your plan, and identify how you intend to mitigate them. You may submit additional documentation to support your case. Additional marks will be awarded the closer the final commissioning date is to 31 March 2019.  |
| **Maintenance strategy** | **10**  | Tenderers, in **question 25** should detail their maintenance regime required to keep the chamber at optimum use for a three-year period. Additional marks will be awarded on the basis of minimum chamber down time.Please submit a completed Annex D which details your support arrangements.  |
| **Cost** | **100** | Tenderers’ **updated financial proposals** in response to **question 26** will be evaluated The price evaluated for each Tenderer will be the summation of the price to meet the minimum requirements plus the price of the additional features that the Catapult chooses (see pricing schedule).The supplier, which submits the lowest price for the selected configuration of anechoic chamber, will be given the maximum score for this criterion. Other Suppliers (higher) prices will be divided into the lowest price and multiplied by the score available to achieve a proportionately lower score.You must use an updated version of the pricing template contained in Section D, (page 11) of this ITT following the revisions to the options chosen by the Evaluation Panel.All costs relating to the supply, installation, Commissioning, consumables & maintenances for a three-year period should be included. Any costs not included within your completed pricing schedule which could reasonably be foreseen at the tender stage will not be entertained later.  |
| **Total** | **210** |  |

Following the closing date receipt of **revised proposals**, the evaluation panel made up of project stakeholders will review all received documentation and score them against the criteria above. Following the completion of scoring, the **Tenderer who received this highest evaluated score from both parts of the evaluation (written & revised proposals) will be nominated as the Preferred Supplier.**

The recommendation of the evaluation panel will then be put to the Senior Management of the Catapult for approval. It is intended that all Respondents will be informed of the results of the evaluation process on **31 January 2019**.

1. **RESPONSE REQUIREMENTS**

Respondents should quote the Reference number at the front of this ITT in all correspondences related to this tender.

All responses to this ITT must be received before **12:00hrs 14 January 2019 into the following e-mail address only:**

procurement@sa.catapult.org.uk

Responses received beforehand will not be opened until after the closing time and date for receipt of tenders. **Tenders that are received late will not be considered.**

Respondents must format their response using the following structure:

1. Detailed **response to the evaluation criteria** contained in Section 11. Tender responses must be submitted in English and respond in detail to the requirements in **Annex A** of this ITT.

Where indicated, Tenderers responses may be submitted as **separate additional documents**.

1. Completed response to the information requirements in:
	* Section A Supplier Organisation Information
	* Section B Financial Organisation
	* Section C Security Information
	* Section D Commercial & Price information
2. Completed Annex C & D

**Please detach the following pages onwards from this document and return by email to procurement@sa.catapult.org.uk by 12:00hrs 14 January 2019.**

|  |  |  |
| --- | --- | --- |
|  | **Supplier** | **Buyer** |
| Company Name: - |  | Satellite Applications Catapult Ltd |
| Contact Name: - |  | John Thompson |
| Telephone Number: - |  | 01235 567999 |
| Email Address: - |  | procurement@sa.catapult.org.uk |
| Position within the Company |  | Procurement Manager |
| Persons authorised to sign on behalf of the Company |  | Stuart Martin – CFO/COO |

**SECTION A** – **SUPPLIER** **ORGANISATION** **INFORMATION**

Please ensure that you complete the questions relevant to your organisation.

|  |  |
| --- | --- |
| A1 | Full name of the organisation submitting the ITT: |
|  |

|  |  |
| --- | --- |
| **A2** | Please confirm the status of the Supplier to be considered: |
| **GUIDE** | A response to this question is for the Catapult to understand the Supplier. |
| **A** | Your organisation is bidding to provide the goods or services required itself (if you tick yes, go to question A5) |  |
| **B** | Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services (If you tick yes go to question A3 and A4) |  |
| **C** | The Potential Provider is a consortium (If you tick yes go to question A3) |  |

|  |  |
| --- | --- |
| **A3** | If your answer to **A2** was **B** or **C**, please indicate in the table all sub-contractors or members of the consortium which will be responsible for each element of the requirement.  |
| Element of Requirement | Company / Organisation | How much of the requirement will they directly deliver (%) |
|  |  |  % |
|  |  |  % |
|  |  |  % |

|  |  |
| --- | --- |
| **A4** | Details about the organisation named in A1 (organisation submitting the ITT): |
| **A** | Company Registration Number |  |
| **B** | Date of Registration |  |
| **C** | Registered address and postcode |  |
| **D** | Annual Turnover |  |
| **E** | VAT Registration Number |  |
| **F** | Please select the legal status of the organisation named in A1:  | 1 | a public limited company | [ ]  |
| 2 | a limited company | [ ]  |
| 3 | a sole trader | [ ]  |
| 4 | a partnership | [ ]  |
| 5 | a Limited Liability Partnership | [ ]  |
| 6 | a consortium | [ ]  |
| **G** | Website address |  |

|  |  |
| --- | --- |
| **A5** | Please provide full contact details of a primary contact to whom future correspondence is to be sent in connection with this ITT: |
| GUIDE | The person listed as Primary Contact should be the person that has registered their interest in this procurement and will be the person that receives communications accordingly. |
| Name |  |
| Position |  |
| Address |  |
| Telephone number |  |
| E-mail address |  |

**SECTION B – FINANCIAL INFORMATION**

The following questions have been designed to evaluate the financial standing and strength of an organisation. The most recent accounts will be utilised to assess the financial standing and strength of your organisation.

|  |  |
| --- | --- |
| **B1** | Financial Statements: |
| Please attach your most recent accounts |  |

|  |  |
| --- | --- |
| **B2** | Conflicts of Interest: |
| Is there any other work being undertaken or likely to be undertaken by your organisation (or consortium) which could give rise to a conflict of interest? | Please provide details |

|  |  |
| --- | --- |
| **B3** | Complaints to Professional Bodies: |
| Has your organisation (or consortium) had any substantiated complaints made against them to any professional body in the last three years | Please provide details |

|  |  |
| --- | --- |
| **B4** | Indemnity and Liability Provision |
| Please confirm that for the service being tendered your organisation could provide these level of insurances |
| Professional Indemnity - £5m |  |
| Employers Liability - £5m |  |
| Public/Products Liability - £5m |  |

**SECTION C – SECURITY REQUIREMENTS**

This question will be evaluated on a PASS/FAIL basis. 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 fully complies with current legislative requirements.

|  |  |  |
| --- | --- | --- |
| **C1** | Do you have a company representative who is responsible for security | [ ]  Yes[ ]  No |
| **C2** | Does your organisation operate an Information Security Management system certified to International, European or equivalent standard (e.g. BS EN ISO 27001) or is your company certified to Cyber Essentials Plus? | [ ]  Yes[ ]  No |
| **C3** | If you have answered “Yes” to the above, please provide: | Name and approval certificate Number |  |
| Certificate Expiry Date |  |
| **C4** | Please self-certify that your organisation has an in-house policy for the management of information security that fully complies with current legislative requirements. | [ ]  Yes[ ]  No |
| **C5** | When was the last time an IT Health Check/penetration test was carried out on your company network? |  |
| **C6** | Please provide, as a separate appendix, a record of any security breaches (both cyber and physical) in the last two (2) years. | [ ]  Yes[ ]  No[ ]  n/a |
| **C7** | Please self-certify that your organisation has an in-house policy/plan for Business Continuity & Disaster Recovery | **[ ]** Yes[ ]  No |
| **C8** | If you have answered “No” to the above question, please describe your arrangements to ensure business continuity and to enable disaster recovery, including scope, validation, risk treatment and leadership in these areas.*Guidance: You should demonstrate that your organisation keeps copies of documentation setting out your business continuity and disaster recovery procedures. These should include the arrangements for business continuity and disaster recovery throughout your organisation. They should set out how the organisation will carry out its policy with a clear indication of how the arrangements are communicated to the workforce*. |
| **C9** | Has your organisation (or any member of your proposed consortium, if applicable) Directors or partner or any other person who has powers of representation, decision or control been convicted of any offences named within Annex C (if yes please provide details in separate annex) | [ ]  Yes[ ]  No |

**SECTION D – COMMERCIAL AND PRICE INFORMATION**

The following section outlines the commercial and price offer based on the User Requirement Specification. Prices submitted should be fully inclusive (Ex VAT) in GBP not subject to variation.

|  |  |  |
| --- | --- | --- |
| **Item #** | **Pricing element** | **£** |
| 1 | Price of equipment proposed to meet the **minimum requirements** detailed in question 1 to 14 of Annex A.[Please detail all components and their prices in your submission. Please expand this section as necessary.] | £ |
| 2 | Prices for various equipment proposed to meet **additional features** of your detailed in questions 15 to 21.[Please insert a line for each item of the equipment proposed, the question it relates to, and then the price of this additional feature -use as many lines as required. Please note, the Catapult may not purchase all of the additional features priced for in this section] | £ |
| 3 | Where the supplier is offering a component within the larger system that it expects to meet the minimum requirements, prices for the individual component is also acceptable. In this case specify the component solution in full and which systems it integrates with and how it does so[Please expand your answer as necessary.] | £ |  |
| 4 | **Shipping & installation costs** | £ |  |
| 5 | **Commissioning**  | £ |  |
| 6 | **Support & Maintenance for the three-year period**. (Please include details of the number/frequency/cost of each planned maintenance visit). | £ |
| 7 | **Calibration Costs**Please provide details of the number of calibration events during a three-year period and a cost per event). | £ |
| 8 | **Supply of all operation & maintenance documentation** for the installed equipment plus any updates issued during the three-year period | £ |
| 9 | **Consumable items**Please provide details of all consumable items, which are required by your equipment. Please provide pricing for a three-year period. | £ |
| **Total cost for a three year-period** | £ |

|  |  |
| --- | --- |
| **Notes:** |  |
| \* | Please be as specific as necessary when detailed the proposed cost of each deliverable.  |
| \*\* | Any additional costs proposed following contract award will require full justification and may not be entertained if it can be demonstrated that these could reasonable be foreseen prior to contract award.  |

**SECTION E – DATA PROTECTION**

|  |  |
| --- | --- |
| **E1** | Data Protection  |
| Irrespective of whether you are successful in your tender and insofar as the tender includes personal data (as defined under GDPR), we would like to retain your contact details in the event that a suitable opportunity arises.  If you are happy for us to hold this information please tick this box.  |
| [ ]  Yes, we are happy for you to retain our tender for the purposes outlined above.[ ]  No, we are not happy for you to retain our tender. |
| Your information will only be held for 2 years from the date of conclusion of the tender process.  You are able to withdraw consent at any time by contacting procurement@sa.catapult.org.uk and your refusal to consent will in no way affect this tender process.  |

|  |
| --- |
| UNDERTAKING |

To be signed by an Officer of the Supplier’s Company in their own name on behalf of the Company.

I certify that the information provided is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the ITT.

|  |  |
| --- | --- |
| Signed for and on behalf of the CompanySIGNATURE |  |
| Name of person signing on behalf of the CompanyPRINT |  |
| Position/status in the CompanyPRINT |  |
| Company’s name and addressPRINT |  |
| Date |  |

**Mandatory Exclusion Grounds**

**Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

* section 1 or 1A of the Criminal Law Act 1977 or
* article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

Where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

**Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

**Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

* the common law offence of cheating the Revenue;
* the common law offence of conspiracy to defraud;
* fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
* fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
* fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
* an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; September 16 v3 2
* destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
* fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
* the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

**Terrorist offences or offences linked to terrorist activities**

Any offence:

* listed in section 41 of the Counter Terrorism Act 2008;
* listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
* under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

**Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

**Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

**Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

* HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or September 16 v3 3
* a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
* a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

**Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

**Annexes**

Annex A – Requirements template (to be completed as returned)

Annex B - Satellite Application Terms and Conditions

Annex C - Acknowledgement Letter

Annex D - Disc equipment procurement on-going operation & Support questionnaire

**Annex A**

**Requirements**

**Please see separate excel document issued with this ITT**.

**Annex B**

**Satellite Application Terms and Conditions**

**Please see separate PDF document issued with this ITT.**

**Annex C**

**Acknowledgement Letter**

To: Satellite Applications Catapult Ltd

Attn: Procurement Department

From (Company who will bid):

**Invitation to Tender – RFQ FY19-28: Provision of a MIMO chamber for the Disruption Innovation for Space Centre (DISC)**

We acknowledge receipt of your Invitation to Tender for the above work and are in receipt of all documents listed in the contents.

1. We agree to comply with the requirements of the Instructions to Respondents and confirm that we will respond to your request and submit our bid no later than the date required.
2. We agree to the Terms and Conditions contained in the ITT. We also confirm that if successful, any subsequent substantial departure from these terms during any final negotiations may render our response invalid and the Catapult will be free to enter into negotiations with an alternative Tender Respondent.

Our primary point of contact in connection with this bid is: -

Regards

(Signature & Title):……………………………………………………..

(Printed Name):……………………………………………………..

(Company):……………………………………………………..

**Annex D**

**Disc equipment procurement on-going operation & Support questionnaire**

|  |  |
| --- | --- |
| **#** | **Disc equipment procurement On-going operation & Support questionnaire**  |
| **1** | **Calibration: If your equipment is subsequently going off-site for calibration, please confirm if temporary replacement item will be provided** |
|   | [Insert response here – Please be as specific as possible] |
| **2** | **Where calibration of your equipment is required, please confirm of timescales of downtime due to calibration, updates etc.** |
|   | [Insert response here – Please be as specific as possible] |
| **3** | **Please provide details of how repairs and replacements will be undertaken during the 3-year period** |
|   | [Insert response here – Please be as specific as possible] |
| **4** | **Please provide details of your obsolescence policy. How long before your product will need to be updated/upgraded/will become obsolete?** |
|   | [Insert response here – Please be as specific as possible] |
| **5** | **Please include details of access requirements to install/set up/calibrate your equipment** |
|   | [Insert response here – Please be as specific as possible] |
| **6** |  **Please include details of all additional equipment which the Catapult will require either from you or a third party to make the item work (i.e. manufacturing machine that needs workstations to be used)** |
|   | [Insert response here – Please be as specific as possible] |
| **7** |  **Include all set up considerations / environmental needs / room needs / space needed etc. which will need to be taken into consideration by the Catapult if it wishes to install your equipment?** |
|   | [Insert response here – Please be as specific as possible] |
| **8** | **Please provide confirmation of all warrantee periods associated with your equipment.** |
|   | [Insert response here – Please be as specific as possible] |
| **9** | **Include all details regarding what consumables are required and are there any needs associated with the consumables? Please advise if these consumable items are available solely from you or other sources? Please advise indicative quantities and cost of these consumable items over a 12-month period.** |
|   | [Insert response here – Please be as specific as possible]  |