



Telecommunications Framework

## Operational Requirement

This document and the information it contains are provided solely for the purpose of allowing potential bidders to provide a tender for the services being procured.

It is issued under the Open Procedure of the EU Public Contracts Directive (2014) which came into effect in the UK under The Public Contracts Regulations 2015 on 26<sup>th</sup> February 2015.

**Any bidder wishing to submit a response to this Operational Requirement must register its intent with Jisc Services Ltd before submitting the proposal. Jisc Services Ltd will not accept proposals from suppliers who have not registered according to the procedure described in this document.**

**Jisc Services Ltd will not accept any registrations after 7<sup>th</sup> June 2018**

**Please do not try to upload documents very close to the deadline for submission because the e-tendering portal will be locked at 12:00 Noon GMT and any documents that are part way through being uploaded will be rejected.**

**A RESPONSE RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.**

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Authorised by:	Name: Jeremy Sharp Position: Chair of Procurement Panel	Signature:  Date:
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## 1. INTRODUCTION

This document is the Operational Requirement (OR) for a Telecommunications Framework.

The procurement process will be managed according to the open procedure as specified by the Public Contracts Regulations 2015 (which took effect on 26<sup>th</sup> February 2015), and this document is an integral part of the Open Procedure procurement announced by Jisc in the Supplement to the Official Journal of the European Union.

All costs for developing proposals and all other costs and expenses associated with the process and resulting negotiations are the exclusive responsibility of the bidder.

### 1.1 Jisc Services Ltd (JSL)

Jisc Services Ltd is a wholly owned subsidiary of Jisc, a registered charity working on behalf of UK higher education, further education and skills to champion the use of digital technologies. Historically, JISC stood for Joint Information Systems Committee but over the last decade we have evolved and as a company we are now known as Jisc. Further information about Jisc is available at:

<http://www.jisc.ac.uk/aboutus.aspx>.

### 1.2 Janet

“Janet” is the name given both to an electronic communications network and a collection of electronic communications networking services and facilities that support the requirements of the UK research and education community.

Janet is managed by Jisc to provide a service to the research and education communities across the United Kingdom.

Janet provides services to all Higher Education Institutions, Further Education and Specialist Colleges and Research Council Establishments in the UK. Nationally, Janet also provides services to many Local Authority education networks, via Regional Broadband Consortia and otherwise, in support of ICT provision in schools and community development learning. In this way Janet is available to a community of 18 million users.

### 1.3 Contracting Authority

The contracting authority is Jisc Services Ltd.

## 2. SCOPE OF CONTRACT TO BE PLACED

The framework agreements envisaged are for transmission services, including (but not limited to) leased circuits, dark fibre, wide area Ethernet and xDSL. Leased circuits and wide area Ethernet services are typically required at bandwidths of 10Mbit/s and above. Organisations entitled to use the Framework may wish to procure circuits with a range of bandwidths including lower bandwidth circuits. Whilst bidders might be asked to supply lower bandwidth circuits on occasion entry to the framework will be limited to bidders that can supply a minimum of 10Mbit/s circuits.

Whilst JSL welcomes tenders from bidders that have an extensive UK wide coverage it does not exclude bidders that have presence in just one region. This could be very important to our regional partners and serves to increase the diversity of choice in a particular area.

This procurement is divided into two lots as described below. Potential bidders will be invited to provide a response to one or both lots.

## **Lot 1: Managed Transmission Services**

In Lot 1, JSL wishes to establish framework agreements with bidders that can supply managed transmission services.

## **Lot 2: Dark Fibre**

In Lot 2, JSL wishes to establish framework agreements with bidders that can supply dark fibre.

### **2.1 Organisations eligible to use the framework**

The scope of the framework covers purchases by JSL, Higher Education institutions, Further Education and Specialist Colleges and Research Council establishments in the UK, and by any other organisations connected to the Janet network, including Local Authorities, Regional Broadband Consortia, or other bodies whose core purpose is the support or advancement of further or higher education or of research.

Many of the above bodies are members of higher and further education purchasing consortia. These are independent organisations that provide a wide range of collaborative purchase agreements to their member institutions through consensus and the common desire to maximise their purchasing power in the market place. Any member of one of these consortia will be eligible to purchase from this Service by virtue of its membership, as will members of any other similar purchasing consortium in higher or further education that might be formed during the lifetime of the Service.

Membership lists for existing higher and further education purchasing consortia may be found at:

<http://www.lupc.ac.uk/member-list>

<https://www.supc.ac.uk/about-us/our-members/our-members>

<http://www.nwupc.ac.uk/our-members>

<http://www.neupc.ac.uk/our-members>

<http://www.hepcw.ac.uk/members/>

<http://www.hefce.ac.uk/analysis/HEinEngland/providers/aps/>

### **2.2 Nature of Contract**

JSL expects to set up framework agreements for each of the two lots with bidders that can supply telecommunications circuits as outlined in 2, above.

JSL anticipates that individual orders under the framework will use a simple process, making use of bidders' terms and conditions, subject to the mandatory provisions described in Section 3.9. Bidders will however be required to sign up to a framework agreement with JSL.

This JSL Telecommunications Framework will be sustained, in part, by means of bidder contributions as described in section 5.7. It is anticipated that this will be done in a manner that is linked to Customer adoption of this framework.

### **2.3 Duration of Framework Agreements**

JSL wishes to set up frameworks that will last for four years. Orders placed off the framework may last for longer than the duration of the framework agreement.

### **2.4 Likely take-up of framework agreements**

JSL cannot guarantee the level of expenditure through the framework in any given year, however experience with the current Telecommunications Framework indicates that up to £8 million may be expended during the lifetime of the Framework.

## 3. PROCUREMENT PROCEDURE

### 3.1 General Issues

All formal communication with bidders over the course of the procurement will be handled or arranged by JSL.

Responses to this OR will be accepted from any bidder providing it conforms to the requirements defined in section 4.

### 3.2 Registration

**Note:** if your company is not already registered as a user of the portal it is necessary first to register as a user of the portal. The portal is administered by Proactis. Once this registration is accepted by Proactis, a username and password will be issued, and should be used for all future accesses to the portal. Note also that Proactis will reject a bidder's registration if there is already a registration on the portal for that bidder. Please remember also that this initial registration is **not** a registration for a particular contract, it is **only** the registration of the supplier on the portal. When the username and password are received, it is necessary then to login and register interest in a specific contract.

When registering, it is recommended that a generic mailbox (such as *sales@supplier*) is set up, so that information from the system can be sent to more than one representative at the company.

A host of detailed Supplier User Guides on how to use the Pro-Contract e-tendering portal can be accessed via the Help tab on the portal. These user guides can be viewed from the help option on the portal front page at:

<https://tenders.jisc.ac.uk>.

Please note that JSL will **not** accept any registration requests after the close of registration date given in the timetable in section 3.5.

### 3.3 Electronic copy

An electronic copy of the Operational Requirement is available to download from the e-tendering portal at:

<https://tenders.jisc.ac.uk>

### 3.4 Clarifications to the requirements

Bidders will be provided with clarification of JSL's requirements in accordance with the EU Public Contracts Directive (2014) and the Public Contracts Regulations 2015.

Bidders should raise any issues of clarification via the e-tendering portal at <https://tenders.jisc.ac.uk>. Where issues of clarification arise which are relevant to more than one candidate, these will be made available via the e-tendering portal. Any clarification request should be submitted by no later than the date given in the timetable in section 3.5, as JSL cannot guarantee to answer any requests submitted after this date.

### 3.5 Timetable

The steps and timetable for this procurement are as follows:

Activity	Date
Notice to European Journal	Wednesday 9 <sup>th</sup> May 2018
Final date for registration	Thursday 7 <sup>th</sup> June 2018
Final date for clarification	Monday 4 <sup>th</sup> June 2018
<b>Closing date for tenders</b>	<b>12:00 Noon BST Friday 8<sup>th</sup> June 2018</b>
Selection of preferred bidders	Tuesday 19 <sup>th</sup> June 2018
Contracts placed by	Monday 2 <sup>nd</sup> July 2018
Individual Framework Commencement	Monday 2 <sup>nd</sup> July 2018

JSL reserves the right to vary this timetable if the need arises, within the constraints of the EU Public Contracts Directive (2014) and the Public Contracts Regulations 2015.

JSL reserves the right not to award a contract.

Tenders will be expected to remain valid for six months after tender submission.

JSL may invite suppliers to attend tender clarification meetings if required.

### 3.6 Evaluation

All bidders meeting the Mandatory Requirements will be invited onto the Framework. The responses to the IRs will be scored by JSL. The scores will be used to rank bidders on the framework. The bidder scoring the highest number of marks for each lot will be ranked first for that lot and therefore customers may choose to place orders directly with that bidder rather than run mini-competitions.

The main criteria to be used in determining the rank order of bidders is as follows;

	Marking	Item
1.	Pass/Fail	The bidder's ability to meet the mandatory requirements.
2.	50% of total marks.	JSL's assessment of the bidder's technical merit and quality to enable it to provide the services described in this document on a timely basis based on the responses to the information requirements.
3.	50% of total marks.	Charges – IR69 will be ranked using the formula: $\frac{\text{Most competitive price}}{\text{Price being evaluated}} \times 50\%$

**For Lot 1:** each Tender meeting the mandatory requirements, the evaluation criteria which will be used are as follows:

<b>Section</b>	<b>Applicable IRs</b>	<b>Total Score</b>
5.2 Lot 1 managed Circuits Only	IR11, IR14, IR17	75
5.4 Geography	N/A	N/A
5.5 Delivery/ Provisioning Times	IR35, IR37, IR41, IR43, IR44, IR48, IR50, IR56, IR58	100
5.6 Fault Management	IR60, IR61, IR63	75
6 Charges	IR69	250

**For Lot 2:** each Tender meeting the mandatory requirements, the evaluation criteria which will be used are as follows:

<b>Section</b>	<b>Applicable IRs</b>	<b>Total Score</b>
5.3 Lot 2 Dark Fibre Only	IR31, IR32, IR33	75
5.4 Geography	N/A	N/A
5.5 Delivery/ Provisioning Times	IR35, IR37, IR41, IR43, IR44, IR48, IR50, IR56, IR58	100
5.6 Fault Management	IR60, IR61, IR63	75
6 Charges	IR69	250

Scoring Table (relevant to each IR question, with the exception of IR69)

<b>Score</b>	<b>Definition</b>
0 marks	A response that supplies no answer, evidence or an irrelevant response to the Information Requirement and is judged to NOT MEET the requirement.
20% of the available marks	A response that has very little detail, evidence or relevance to the Information Requirement and is judged to LARGELY NOT MEET the requirement.
40% of the available marks	A response which lacks detail in terms of evidence and relativeness to the Information Requirement that is judged to BARELY MEET the requirement.
60% of the available marks	A less detailed response that provides a broad, relevant answer but is missing a number of elements and/or evidence to the Information Requirement that is judged to PARTIALLY MEET the requirement.
80% of the available marks	A reasonably detailed response that is missing only limited elements and/or evidence to the Information Requirement that is judged to ALMOST MEET the requirement.
100% of the available marks	A detailed response that provides a full, direct, evidenced and relevant answer to the Information Requirement that is judged to FULLY MEET the requirement.

JSL may seek clarifications prior to the successful bidders being selected. Once the successful bidders have been selected JSL will seek to confirm commitments and sign contracts with the preferred bidders.

### **3.7 Delivery of tenders**

Bidders are required to upload their response to the e-procurement portal by the time and date specified in section 3.5.

The documents must be provided in PDF format with the exception of spreadsheets that should be provided in Excel format. Any non-standard fonts used in submissions must be embedded in the document.

Please do not try to upload documents very close to the closing time of the procurement, because the tender boxes will be locked at 12:00 Noon GMT and any documents that are part way through being uploaded will be rejected.

In order to assist in the evaluation of tender responses, each supplier is asked to provide its response in one document rather than submit a main document with reference to other separate documents. As part of this process, each supplier should provide the pertinent information within the response document rather than submitting a large annex document that procurement panel members need to read in its entirety in order to obtain the key facts.

It is the responsibility of the bidder to make sure that a tender is fully and accurately completed (including any Mandatory Requirements – see description under Section 3.9). JSL is under no obligation to clarify its tender or to obtain missing information or Mandatory Requirements.

A response submitted after the deadline will not be considered.

### 3.8 Format of tenders

The response to the specific requirements must take the following format:

#### **A Management Summary**

This section should be a single page summary describing the main points of the bid.

#### **B Description of Services Proposed**

This section must describe the services proposed. The information required to satisfy all the specific requirements must be provided in this section.

The response must address all the requirements, both Mandatory Requirements (MR) and Information Requirements (IR) detailed in all sections of this OR (see description under Section 3.9 below).

The order of replies to requirements (MR and IR) must be given in the same numerical order as they are stated in this document. The reference number and the text of the requirement to which it relates must precede each response.

### 3.9 Document notation

*MRn* A mandatory requirement.

A solution that does not meet all mandatory requirements will not be acceptable.

Suppliers must state how all requirements will be met, considering the issues and the points raised. A statement of the form 'this requirement will be met' is not sufficient. Tenders must satisfy all mandatory requirements. Failure to satisfy a mandatory requirement will exclude a tender from further consideration.

*IRn* An information requirement

It is vital that suppliers provide full information on specific topics. These topics are identified as information requirements. Failure in a tender to provide full, relevant information in answer to information requirements will lead to the supplier losing marks. Assessment of the quality of the tender will be based on the responses to these requirements, and will influence the selection process.

### 3.10 Applying the terms of the framework agreement

JSL will publish the outcome of the procurement including the preferred supplier and the terms of the framework agreement together with the remaining bidders in each lot, listed alphabetically.

In order to ensure value for money, the customer should award the call-off to the bidder who is considered to provide the most economically advantageous (vfm) tender based on either:

- I. The award criteria used at the time that the framework was established. At the end of the procurement process JSL will announce the details of the bidder who was ranked first for each lot. Customers may choose to place orders directly with that bidder without reopening competition or
- II. The customer may choose to reopen competition and select a bidder by running a mini-competition against its specific requirement with all capable bidders on the framework in that lot. Capable bidders are those judged by the customer to be capable of delivering their specific requirements, for example, being able to deliver in a specific geographical region of the UK.

When reopening competition, each customer is able to vary the weighting of the award criteria published by JSL in the OR document. The weighting may be varied provided it is not substantially different from the original weighting.

## 4. REQUIREMENTS FOR EVIDENCE OF COMPETENCE TO SUPPLY

The questions in this section will be used by JSL to judge a bidder's competence to supply. This section will be evaluated on a pass/fail basis. If a bidder fails a question in this section then its tender will not be considered further by JSL.

### 4.1 Company Details of Tenderer

MR1 .....The bidder must provide the following company details:

- Full name of company tendering
- State whether your company is acting as a sole company or as part of a consortium. If acting as part of a consortium, confirm the lead company and state the names of the other companies involved in the consortium; how long your company has been working with these other companies; the nature of the services that these companies are providing to the consortium and the legal structure of the consortium.
- Registered Office and address:
- Company and/or charity registration number
- VAT registration number
- Date of formation (and date of registration in relevant state if different from each other)
- Name, address and company number of immediate parent company (if applicable)
- Name, address and company number of ultimate parent company (if applicable)
- Type of organisation e.g. a public limited company, limited company, sole trader etc.
- Contact details for enquiries about this OR

### 4.2 Personal Situation of the Candidate or Tenderer

MR2 .....The bidder must warrant that none of the following circumstances set out in Regulation 57(1) of the Public Contracts Regulations 2015, applies to the supplier or sub-contractors:

- (a) 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 (c);
- (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889(d) or section 1 of the Prevention of Corruption Act 1906(e);
- (c) the common law offence of bribery;
- (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010(f), or section 113 of the Representation of the People Act 1983(g)
- (e) 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 (h)
  - (i) the common law offence of cheating the Revenue;
  - (ii) the common law offence of conspiracy to defraud;
  - (iii) fraud or theft within the meaning of the Theft Act 1968(i), the Theft Act (Northern Ireland) 1969(j), the Theft Act 1978(k) or the Theft (Northern Ireland) Order 1978(l);
  - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(m), article 451 of the Companies (Northern Ireland) Order 1986(n) or section 993 of the Companies Act 2006(o);
  - (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 (p) or section 72 of the Value Added Tax Act 1994 (q);
  - (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993(r);
  - (vii) 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(s) or section 19 of the Theft Act (Northern Ireland) 1969 (t);

- (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006(u); or
  - (ix) 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;
- (f) any offence listed-
  - (i) in section 41 of the Counter Terrorism Act 2008(a); or
  - (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- (g) any offence under sections 44 to 46 of the Serious Crime Act 2007(b) which relates to an offence covered by subparagraph (f);
- (h) money laundering within the meaning of sections 340(1) 10 and 415 of the Proceeds of Crime Act 2002(c);
- (i) 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(d) or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996(e);
- (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004(f);
- (k) an offence under section 59A of the Sexual Offences Act 2003(g);
- (l) an offence under section 71 of the Coroners and Justice Act 2009(h);
- (m) 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(i); or
- (n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive —
  - (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
  - (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland

MR3.....The bidder must warrant that none of the following circumstances set out in Regulation 57(8) of Public Contracts Regulations 2015 applies to the supplier or sub-contractors:

- (a) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2);*
- (b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its 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;*
- (c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;*
- (d) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;*
- (e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;*
- (f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;*
- (g) where the economic operator has 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;*
- (h) where the economic operator:*
  - (i) has been 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; or*
  - (ii) has withheld such information or is not able to submit supporting documents required under regulation 59; or*
- (i) where the economic operator has*
  - i. undertaken to:*
    - (aa) unduly influence the decision-making process of the contracting authority, or*
    - (bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or*
  - (ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.*

### 4.3 Economic and Financial Standing

JSL now routinely runs credit checks on suppliers submitting tender responses. This is being undertaken through the Creditsafe financial checking service where each company is analysed and given a credit rating score of between 0 – 100 where 30 or less typically indicates a very high insolvency risk. If a supplier scores a credit rating of 30 or under further clarification will be sought with potential disqualification should an unsatisfactory explanation be given.

For further information on JSL's process for assessing economic and financial standing please see Appendix I: Economic and Financial Standing.

MR4.....*The bidder must provide evidence of financial and economic standing, as specified in Regulation 60(6)(c) of the Public Contracts Regulations by providing verification of the undertaking's overall turnover the last three financial years available.*

#### 4.4 Technical Capability and Experience

MR5.....*The bidder must provide a description of its measures for ensuring quality as indicated in Regulation 62 of the Public Contracts Regulations. For this item, a copy of the bidder's ISO 9000 certificate will be adequate. If the bidder is not registered under ISO 9000, then a brief description of the quality management system and checks undertaken will be acceptable.*

MR6.....*The bidder must provide a description of management systems used to control information security risk to the service or product proposed. If the proposed services and products are operated in compliance to ISO27001 or other appropriate standards bidders must provide evidence of a current certificate with an applicable scope to the service or product proposed.*

#### 4.5 Requirements under Modern Slavery Act 2015

The Modern Slavery Act came into force in October 2015 and applies to companies and partnerships supplying goods or services with global turnovers of £36 million and above, providing they carry on business in the UK.

To comply, organisations are expected to report annually, for example, on policies, training, due diligence processes and the effectiveness of measures taken to combat slavery and trafficking. The annual report must be signed and approved at the highest level in the organisation and made accessible on the organisation's homepage.

MR7.....*The bidder must confirm if it is a relevant commercial organisation as defined by Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015.*

MR8.....*The bidder must confirm that it is compliant with the annual reporting requirements contained within Section 54 of the Modern Slavery Act 2015 by providing the relevant url or an explanation if uncompliant. (State N/A if this does not apply to you)*

### 5. REQUIREMENTS FOR AWARD OF THE OFFERED SERVICE

#### 5.1 Contract Form

Bidders will be required to sign up to a framework agreement with JSL. The Invitation to Tender includes a copy of JSL's framework agreement. Individual orders for connections placed under the framework will use a simple process, making use of bidders' terms and conditions, subject to the mandatory contractual provisions listed in Clause 4.1, and the JSL template order form in Schedule 2 of the Framework. When using the open procedure, contracting authorities are prohibited from negotiating with bidders in respect of the agreement (typographical errors excepted). Therefore, bidders are required to confirm that if they are appointed onto the framework they will accept the terms of JSL's framework agreement. Failure to accept these terms will result in a bidder's tender being treated as non-compliant and therefore rejected.

MR9.....*The Bidder must indicate that it will accept the terms of JSL's standard form of agreement.*

#### 5.2 Lot 1 Managed Circuits only

The framework agreements envisaged are for transmission services, including (but not limited to) leased circuits, wide area Ethernet, xDSL and Dark Fibre. Leased circuits and wide area Ethernet services are typically required at bandwidths of 10Mbit/s and above. JSL will allow bidders to update this list as new products are introduced or old ones removed. The mechanism for this is described in the framework agreement. Customers may wish to procure circuits with a range of bandwidths including lower bandwidth circuits. Whilst bidders might be asked to supply lower bandwidth circuits on occasion entry to the framework will be limited to bidders that can supply a minimum of 10Mbit/s circuits.

Bidders offering solutions to Lot 1 (Managed Circuits) should respond to the following requirements:

- MR10.....The bidder must confirm that it has the capacity to supply leased circuits/wide area Ethernet at a minimum bandwidth of 10Mbit/s.
- IR11.....The bidder shall complete the spreadsheet to indicate the types of managed connections/circuits that it will supply under this framework together with an outline specification of the services. **(25 MARKS)**
- MR12.....The bidder must confirm that it will provide as part of any circuit quotation, the names of any third party companies that are involved in the supply of that connection/circuit.
- MR13..... The bidder must commit to take responsibility for managing any third party bidder used in a provision. Communications regarding escalation of matters pertaining to circuit delivery must include the customer authority as a recipient.
- IR14.....The bidder shall provide details of the procedures and processes that will be used in fulfilling orders including the management of third parties and customer requirements. **(25 MARKS)**
- MR15.....The bidder must provide an SLA for each of the types of circuit(s) it proposes to offer covering service delivery, availability and fault handling. Where the use of a third-party bidder affects the SLA, the differences shall be clearly identified by the bidder when quoting for the opportunity. Bidders must provide this information in order to be accepted onto the framework.
- MR16.....The bidder must commit to providing updated SLAs for all types of circuits as and when these SLAs change. Any differences to previous versions of SLAs must also be plainly outlined.
- IR17.....The bidder shall provide details of the procedures and processes that it will use to ensure that third parties meet the SLA for service delivery, availability and fault management. **(25 MARKS)**

### 5.3 Lot 2 Dark Fibre only

Bidders responding to Lot 2 (Dark Fibre) must provide fibre spans compliant with the following specifications.

- MR18.....The fibre must conform to one of the following applicable standards:
- ITU-T Recommendation G.652 “Characteristics of a single-mode optical fibre cable”
  - ITU-T Recommendation G.655 “Characteristics of a non-zero dispersion shifted single-mode optical fibre cable”. Where fibre spans deploy G.655 fibre, the bidder must confirm that only “Large Effective Area” type fibre will be deployed and that no “True Wave Classic” type fibre will be used.
- MR19.....All individual fibre spans must only use a single type of fibre (G.652 or G.655), ideally G.652, so bidders must be able to demonstrate that this is the case.
- MR20.....The bidder must confirm that for each fibre span the chromatic dispersion will be less than 18.5ps/nm.km at 1550nm.
- MR21.....The bidder must confirm that for each fibre span the polarisation mode dispersion (PMD) will be less than 0.5ps/√km, and where it is not less than 0.2ps/√km the bidder will highlight this to the customer at the quotes stage.
- MR22.....The bidder must confirm that for all spans, the cumulative loss between Demarcation Points will be less than 24dB unless unavoidable.
- MR23.....Where the cumulative loss between Demarcation Points on a single span exceeds 24dB, the bidder must provide details to explain why this is the case to the customer at the quotes stage.
- MR24.....The bidder must confirm that the attenuation at any single fibre splice will not exceed 0.1dB (based on bi-directional average analysis);
- MR25.....The bidder must confirm that any bend losses are in line with the relevant ITU-T macrobend loss specification.
- MR26.....The bidder must confirm that for each span, the optical return loss will be better than 27dB.
- MR27..... The bidder must confirm that for each of the above parameters, the measured values for each fibre span shall not be subject to seasonal variation.

- MR28.....The bidder must confirm that in each termination location the bidder will terminate, and clearly label with the bidder's fibre ID number, each end of a fibre span.
- MR29.....The bidder must provide company names and involvement of any third party companies that are involved in the supply of the Dark Fibre to the customer at the quotes stage.
- MR30.....The bidder must commit to taking responsibility for managing any third party bidder used in a provision.
- IR31.....The bidder shall provide details of the procedures and processes that will be used in fulfilling orders including the management of third parties and customer requirements. **(25 MARKS)**
- IR32.....JSL expects fibre faults to be repaired quickly. The bidder shall provide an SLA for the Dark Fibre it proposes to offer covering service delivery, availability and fault handling. Where the use of a third party bidder affects the SLA, the differences should be clearly identified. If the SLA differs between fibre installed in subterranean ducts, fibre installed in overhead cables, or fibre installed under bodies of water, each SLA should be described. **(25 MARKS)**
- IR33.....The bidder shall provide details of the procedures and processes that it will use to ensure that third parties meet the SLA for service delivery, availability and fault management. **(25 MARKS)**

### 5.4 Geography

JSL welcomes tender responses from bidders that have the capacity to supply Managed Circuits at bandwidths of 10Mbit/s and above and/or Dark Fibre in one or more regions of the United Kingdom.

- MR34.....The bidder must provide details of the regions of the United Kingdom which it can supply Managed Circuits at bandwidths of 10Mbit/s and above and/or Dark Fibre to, using the spreadsheet "Telecoms Procurement 2018 Regions of the UK" provided.

### 5.5 Delivery/Provisioning process

- IR35.....The bidder shall provide details of the procedures and processes (including registration) that will be used for obtaining quotations for circuits and placing an order. Where the bidder provides an on-line portal, the use of that portal by the customer for obtaining quotations and ordering circuits and tracking the delivery process shall be described. The bidder shall also outline if there any restrictions on using the portal by particular Organisations **(20 MARKS)**
- MR36.....The bidder must commit to providing quotations to the following timetable: quote requests at 1Gb and below must be returned within 3 working days; quote requests higher than 1Gb must be returned within 5 working days. Quote requests for Dark Fibre must be returned with 10 working days. Failure to provide quotes within these time frames will result in exclusion from that opportunity with no exceptions.
- IR37.....The bidder shall provide details of the procedures and processes that will be used for establishing successful working of the services provided. **(15 MARKS)**
- MR38.....The bidder must provide contractual lead times for delivery (CDD) for all orders placed with them. This CDD must be provided after the planning stage has been completed.
- MR39.....The bidder must commit to supplying at the quotation stage details of lead times, the logical and physical presentation details (whether provided directly or through a third party) and the amount of rack space required at both the A-end and B-ends (in L x W x H and "u" numbers) including power requirements. In all cases, all circuit reference numbers must be supplied to the purchaser at the circuit handover stage.
- MR40.....The bidder must also indicate at quote stage whether a 3<sup>rd</sup> party supplier will be involved with the delivery and indicate who this is. The bidder must identify the equipment deliverables at this stage (i.e. the total number of NTE's to be installed at the B-end) and the dimensions of any 3<sup>rd</sup> party equipment to be delivered (L x W x H and "u" numbers). This should include the power requirements. **NOTE:** JSL prefers chassis based solutions at A-ends where technically feasible.
- IR41.....The bidder shall describe how it will supply the details described in MR40 to the customer. **(5 MARKS)**

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- MR42.....The bidder must commit to keep the customer up to date on order progress. Timings of such updates to be agreed with the customer.
- IR43.....The bidder shall describe the procedures and processes in place to keep the customer up to date on order progress on a regular basis. In particular, what processes are followed in circumstances where delays to the provisioning process occur? **(10 MARKS)**
- IR44.....The bidder shall describe the procedures and processes for obtaining a quote and desktop surveys prior to placement of a firm order. **(10 MARKS)**
- MR45..... The bidder must commit to provide a full breakdown of any excess construction charges identified at the planning stage
- MR46.....The bidder must commit to provide monthly reports to JSL of all orders placed under the framework. Details must include the number of circuits ordered per customer, the charges levied for the circuits and how many of those ordered circuits have been delivered by the CDD (by email to a nominated address).
- MR47.....The bidder must be able to accept orders electronically either by email or via a portal. The formal process of placing orders is via completion and signing of the Order Form. A copy of which is supplied with the Framework Agreement (schedule 2)
- IR48.....The bidder shall describe the process for accepting electronic orders by email and via a portal **(10 MARKS)**
- MR49.....The bidder must commit to paying Late Delivery credits where circuits are delivered late.
- IR50.....The bidder shall describe the level of Late Delivery credits which will apply when a circuit is delivered late, and the mechanism by which credits will be applied to customers' bills. **(10 MARKS)**
- MR51..... The bidder must agree to provide all of the information detailed in JSL's standard handover document (appendix 2). This must be submitted to the customer within 24 hours of a connection being delivered. JSL prefers bidders to use this template when handing over connections however, the bidder's own handover document is acceptable as long as ALL of the information in JSL's template is provided.
- MR52..... The bidder must agree that if a particular circuit presentation (as identified on the handover document) turns out to be incorrect (i.e. not as ordered) then billing will not commence until the physical presentation is corrected. This corrective action is to be undertaken as soon as possible and at the bidders expense.
- MR53..... The bidder must agree to countersign and return a copy of schedule 2 within 30 days of an order being placed by the customer.
- MR54..... The bidder must acknowledge customer cancellation requests within 1 working day of a request being made.
- MR55..... The bidder must agree that once the initial term of a circuit has expired a circuit/connection may continue to be used by the customer until such time that a cancellation request is made. The customer can cancel (without penalty) giving 30 days written notice at any time after expiry of the initial term.
- IR56..... The bidder shall provide an outline of the mechanisms and processes followed in the circumstances where circuit delivery is failing. What mechanisms are employed to get the order back on track, what additional resource is being applied and what additional communication efforts are being made to keep the customer updated on progress? **(10 MARKS)**
- MR57..... In the case of Dark Fibre provision only (Lot 2): The bidder must provide at handover stage a detailed physical fibre route map detailing all of the fibres used. This submission should also confirm the overall route length and the fibre type of the provision. Route maps should also be provided electronically, ideally in .kmz format. to the following scale:
- Urban areas will be provided at 1:10000 scale and
  - Suburban and rural areas will be provided at 1:100000 scale.
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Where two Routes are within 500 metres of each other, Route maps of sufficient scale that demonstrates diversity must be provided by the bidder.

IR58.....The bidder shall allow for flexible billing arrangements including invoicing for individual connections quarterly. Higher marks will be awarded to those bidders demonstrating how they will approach and mitigate the following issues;

- Effective escalation processes for resolving issues
- Ceased circuits being invoiced after cessation date
- Improved communications between order management teams and invoicing departments in relation to order delivery details (circuit references, delivery dates, charges, billing commencement dates, connection upgrade details, ECC's and breakdown of charging)
- Upgraded connections being invoiced incorrectly (e.g. still referencing old circuit numbers and charges. **(10 MARKS)**)

### 5.6 Fault Management

To provide a high degree of availability for Janet services, it is essential that faults are detected, reported and resolved in the shortest possible time. JSL requires the bidder to provide a single point of contact for fault management and help desk staff who will manage effectively all reported problems at any time of the day or night, throughout the year 24 hours a day, 365 days of a year.

MR59.....The bidder must provide the customer with a means of reporting and tracking the resolution of problems with the service supplied. The bidder shall provide the capability to report a fault by telephone and that this report be acknowledged, and that fault resolution shall commence within 15 minutes of the call being placed.

IR60.....JSL requires a robust fault management process. The bidder shall provide an outline of the mechanisms and processes used to track faults and the escalation process available. **(25 MARKS)**

IR61.....The bidder shall explain how it will keep the customer up to date on all faults reported. **(25 MARKS)**

MR62.....The bidder must commit to paying service credits to the customer where circuits have failed their SLA for availability and/or where the bidder has failed to repair any fault in the time specified in the SLA.

IR63.....The bidder shall explain the SLA for circuit availability and for the repair of circuit faults and describe the service credits that will be applied where these SLAs are not met. **(25 MARKS)**

MR64.....The bidder must supply monthly reports to the individual customer as well as JSL for framework management purposes listing all circuit faults and SLA failures, detailing any service credits that will apply in each case.

MR65.....Bidders must commit to providing a Customer Service Plan (CSP) and must provide an escalation process for the purpose of fault management and quotes and orders issue resolution. This escalation process must be kept up to date and will be reviewed as part of regular scheduled service meetings.

### 5.7 Revenue Sharing

This JSL Telecommunications Framework will be sustained, in part, by means of bidder contributions, linked to customer adoption of this framework.

MR66.....The bidder must confirm that it is willing to implement a management fee which will be in the form of a retrospective rebate paid to JSL quarterly in arrears on all expenditure under the Framework at 1.8%. This will be paid to JSL within 30 days of receipt of a correctly rendered invoice.

MR67.....The bidder must provide quarterly, an itemised list of all income it has received under the Framework. The pricing the bidder submits shall be the pricing to be paid by the customers. The Framework charge is applicable to all turnover under this Framework.

MR68..... The bidder must agree to pay penalties (service credits) against failures to provide accurate reports (Monthly Service Reports and Quarterly Service Revenue Reports). A penalty of £150 will be payable for each instance where a report is submitted late (Monthly Reports should be received by the 10<sup>th</sup> of each of month. Quarterly Service Revenue Reports should be received within 30 days of the quarterly Service Revenue Statement being issued). Penalties will also be applicable where information is omitted from the reports. Such reports are defined in the Framework Agreement.

### 6. CHARGES

IR69.....The bidder shall provide pricing of installation and recurrent charges on the types of connections/circuits that it will supply under this framework. All prices must be provided in sterling and be shown without the addition of VAT. Pricing should reflect a one, three and five -year contract term. Full guidance notes on completing the spreadsheet can be found in the document entitled “Telecoms Procurement 2018”. **(250 MARKS)**

All charges to JSL must be included in this response. Any charges not included here will be deemed to have been waived.

In providing pricing a breakdown of charges and the total value on an annual basis must be provided in Excel format.

### 7. FREEDOM OF INFORMATION (FOI)

While JSL is not obliged to respond to any requests for information, whether under the Freedom of Information Act (the “FOIA”) or otherwise (except where it has a legal obligation for other purposes), we endeavour to respond in the spirit of the FOIA, where we are reasonably able to do so, taking into account the resource implications in preparing a response.

If the bidder considers that any information supplied in its response is either commercially sensitive or confidential in nature, this must be clearly marked and the reasons for the sensitivity given.

In such cases, the relevant material will, in respect of any request for information made by a third party to JSL, be examined in the light of the exemptions provided in the FOIA. However, by virtue of its submission of a Tender, the bidder accepts that the decision as to whether to disclose such marked parts of the Tender will rest solely with JSL.

MR70.....The bidder must highlight any information that is either commercially sensitive or confidential in nature and reasons for the sensitivity should be given.

MR71.....The bidder must provide contact details (name, telephone number and email address) of the person within its organisation that is responsible for dealing with FOI requests.

### 8. RECORD RETENTION

By submitting a tender response to this procurement, a bidder accepts that JSL will keep a copy of the tender and all other documentation and correspondence received from the bidder relating to this procurement for seven years. JSL will keep this information in order to maintain the records required for audit purposes. At the end of the seven-year period JSL will destroy any information that it holds relating to this procurement.

## Appendix I

### Jisc Services Ltd's Financial Appraisal for Tenderers for work

#### Purpose

The key objective of financial appraisal is to analyse a Tenderer's financial position and determine the financial risk that engaging the tenderer would represent to Jisc Services Limited. Typically, various financial statistics, ratios and figures are analysed. Professional judgement is then applied to the tender.

**It should be emphasised that financial risk is one part of the overall assessment of the suitability of a tenderer.**

#### Criteria

When undertaking the financial vetting Jisc Services Limited looks at the Tenderers' **most recent statutory accounts** along with those of any ultimate parent company (if applicable). These will be checked for general audit issues and then analysed to give an indication of

1. solvency
2. liquidity
3. Ability to complete the work (for example capacity and general stability)

Where appropriate Jisc Services Limited will consider other information that it considers reasonable to use in determining the risk represented by a Tenderer, furthermore, Jisc Services Limited will also consider any additional information submitted by the Tenderer should the Tenderer consider this necessary for Jisc Services Limited to have a fuller understanding of its financial position. This may be appropriate, for example, to obtain a fuller understanding of a Tenderer's financial structure or funding arrangements. Jisc Services Limited would expect any such information to be verified by an independent source, for example, the Tenderer's auditors.

#### Background checks

Initial background checks are made with Companies House as follows:

- Whether registered at all
- Trading or dormant
- Status of parent company if applicable
- Status of documents filed (including whether any are overdue)
- Latest accounts filed / next due date

The purpose of these checks is essentially to identify any underlying risks, such as accounts being late or the company being dormant.

## Financial checks

Financial checks made by Jisc will usually include, but may not be limited to the following:

Area	Test	Details
Solvency (incl. profitability)	<b>Net assets:</b> Value of organisation's balance sheet	A clear and simple measure of an organisation's financial strength
	Net tangible assets	As net assets but excluding intangible assets which are potentially more volatile than tangibles.
	<b>Profit after tax</b>	This need not necessarily be the latest financial period alone. This gives the bottom line measure of an organisation's profitability.  A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.
	<b>Net profit margin:</b> PBT / Revenue	Indicative of the efficiency of an organisation. In this case tax is excluded.
	<b>Gross profit margin:</b> Gross profit / revenue	Again, indicative of the efficiency of an organisation.
Liquidity	<b>Current ratio:</b> current assets / current liabilities	Addresses the question of whether the Tenderer has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets.
	<b>Acid test:</b> Current ratio excluding inventory	Stock is typically the least current of current assets- the acid test therefore excludes it.
	<b>Cash balance</b>	Used in conjunction with other tests, latest published cash balance is by definition critical to assessing liquidity.
Other	<b>Revenue / contract size</b>	This gives Jisc Services Limited an idea of Financial strength to ensure that the Tenderer can cope financially with this size of contract.  Part of the general check as to whether the Tenderer has the resources to carry out the work.  It is also considered whether the Tenderer will become over-dependant on the contract.

### Professional judgement

Typically, Jisc Services Limited would consider all of the above in relation to the Tenderer and that of any ultimate parent company and then a judgement would be made as to the risk that the organisation would represent to Jisc Services Limited. The final decision regarding the acceptability of the Tenderer's financial standing relies on a degree of professional judgement from Jisc Services Limited.

### Conclusion

There are three possible recommendations that can be made as a result of this process:

Invite to tender	Where the company represents an acceptable level of financial risk for the specific contract in question
Exclude from process	Where the company represents an unacceptable level of financial risk for the specific contract in question
Provisionally exclude but invite further information	<p>The number of organisations that fit into this category would depend on a number of factors and professional judgement- including, for example, the number of tenderers in the process, and the size of the contract.</p> <p>An example of this would be where an organisation has not yet filed financial statements, or where their financial statements represent a medium risk.</p>

It should be re-emphasised that throughout this process, judgement will be required. There is a no "one size fits all" formula for assessing tenderers on contracts.

## Appendix 2

### JSL's Standard Handover Template

Customer:	Jisc
Workflow ID:	
Supplier:	

Product Name:	Bandwidth:	Billing Circuit Number:
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A-end Details	B-end Details
Installation Address:	Installation Address:
Room:	Room:
Level:	Level:
A-End Rack:	Rack:
A-end Presentation:	Presentation:
A-end Port Number:	Customer Port Number:
Circuit Termination Details:	Circuit Termination Details:
3 <sup>rd</sup> Party Circuit Number: (if using a tail)	3 <sup>rd</sup> Party Circuit Number: (if using a tail)
Fibre tray number:	
<b>IF DARK FIBRE PROVISION: ALSO PROVIDE THE FOLLOWING:</b>	
FIBRE TYPE:	Overall Route Length:
ROUTE MAPS PROVIDED? (.KMZ FORMAT) : YES/NO	Bi-directional OTDR results provided: Yes/No

Contractual delivery date: DD/MM/YYYY	Handover Date: DD/MM/YYYY	Billing Start Date: DD/MM/YYYY
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