

Catalyst – trading name of Northern Ireland Science Park group of companies

Appointment of External Auditors and Provision of Related Services

Specification

1. Introduction

Thank you for your interest in Catalyst.

This pack has been prepared to provide further information about our organisation and its role. Catalyst, which is the trading name of the Northern Ireland Science Park group of companies, arose from a package of economic initiatives which were part of the Good Friday Agreement. Today, it is one of Northern Ireland's major economic success stories.

Catalyst is headquartered on a 25 acre site in Titanic Quarter, Belfast. We have facilities at our NorthWest Regional Science Park, Derry/Londonderry, which is also the hub of a cross border economic initiative with Letterkenny Institute of Technology. We also have facilities at the ECOS centre in Ballymena.

In total we have 2,700 entrepreneurs, engineers, researchers, and executives working across our locations. In total, Catalyst's programmes support the development and scaling of a wide group of 900 high tech entrepreneurs throughout Northern Ireland.

With the accelerating growth of new companies, we have ambitious plans to expand our physical infrastructure. Working with our partners, our objective is to build a strong innovation community focusing on clusters in the sectors where our region can have global competitive advantage.

We are on the threshold of an exciting future and together we aim to drive this momentum and work to deliver our shared vision of Northern Ireland leading the world in key sectors. I hope the information enclosed is helpful and encourages you to apply.

Group Structure

Northern Ireland Science Park Foundation Limited is a company limited by guarantee and not having a share capital. It is the parent company of its wholly owned subsidiary Northern Ireland Science Park Holdings Ltd which in turn has three wholly owned subsidiaries:

- Northern Ireland Science Park Property Ltd,
- North West Regional Science Park Ltd,
- Northern Ireland Science Park Trading Ltd.

Copies of the latest full set of audited financial statements for each company are available on Companies House.

The Foundation's memorandum and articles are constructed so as to conform to the UK Science Park Association's definition of a science park, re business support and technology transfer. The Foundation is not structured to undertake trading or other business activities. Any profits accruing to the Foundation will be reinvested to promote its objectives.

Holdings operates with general commercial objectives and has shareholdings in subsidiaries companies, each of which will undertake specific business activities within the Foundation's remit. The property company owns the Belfast site and manages the Catalyst estate and its tenants and a trading company which is currently dormant.

Background

Catalyst is the trading name of the Northern Ireland Science Park Foundation Ltd group of companies.

Supplemented by both financial and pro-bono support from the private sector and sponsors, our proven model invests the surpluses generated from our agile connected workspace and facilities. This provides the underwriting, necessary for the community-led development of our entrepreneurial innovation ecosystem that supports over 900 entrepreneurs per year.

An ambitious new strategy was approved by the Catalyst Board in 2019, targeting significant growth in Northern Ireland's Knowledge Economy and extending Catalyst's impact in new areas of value for our community. Following strong progress and extensive stakeholder analysis, the organisation is now focused on three pillars of growth:

- 1. Strong Innovation Community**

Delivering a community experience, to our on-campus members and off-campus partners that adds significant value to their work and their employees' well-being.

- 2. Amazing Workspace**

We set the standard for innovation workspace and on-campus amenities, working with partners to build an Innovation District.

- 3. Clusters**

We focus on incubating and growing key industry clusters to over 500 companies through strategic partnerships with key institutions.

Values

We are a force for good, bold in our approach, with integrity at our core and passionate in everything we do.

Staffing

Catalyst currently operates with a staffing complement comprising 35 full-time employees. Executives report to the Group Boards of Directors, which currently comprise 11 Non-Executive Directors with a rich blend of skills and experience.

Meetings

The Audit & Risk Committee, which meets approximately 4 times per year, endeavours to ensure that appropriate Corporate Governance provisions, relevant to an organisation of Catalyst's nature and scale, are applied.

The successful audit provider will be required to liaise with the Director of Finance and Administration at Catalyst.

2. Assignments

Provision of external audit and related services for initially a three year period with an option for Catalyst to extend for a further 3 years on an annual basis.

1. Audit

1. Perform an audit of each company's financial statements in accordance with relevant legal and regulatory requirements and International Standards on Auditing (UK) (ISAs (UK)) and provide the appropriate opinion thereon in accordance with the Companies Act. The companies' year ends are 31st March with Annual General Meetings held in November/December. It is envisaged the audit work would be carried out in June with the Statutory Report and Accounts considered by the Audit Committee at its September meeting and approved by the respective Boards at October/November meetings but timetable may vary.
2. Roll forward prior year statutory accounts to current year ready templates; current year accounts templates completion.
3. Attendance at Audit & Risk Committee Meetings.
4. Attendance at Annual General Meetings as requested.
5. Preparation of corporation tax computations and submission thereof to HMRC.
6. Business advisory/general consultancy.
7. Taxation planning/consultancy.
8. Grant audit work.

In relation to services 1-5 successful firms will be required to give a fixed fee now for each of the first 3 years of service.

In relation to 6-8 successful firms will be required to provide a cost per hour or cost per grant claim.

The successful firm should include the following on any invoices submitted in relation to services 6-8 above:

- 1) date, time and duration of time spent by fee earners in relation to each charge;
 - 2) name of contact with Catalyst in relation to each charge;
 - 3) amount of disbursement with supporting vouchers (where appropriate);
 - 4) a brief narrative of work done by each fee earner in the relevant billing period;
- and
- 5) when the services being provided are on-going, the monthly billing to Catalyst should be accompanied by a running total of the expenditure incurred by the firm on provision of that particular service.

1. Evaluation Criteria

Qualification criteria

1. Copy of Professional Indemnity insurance cover and
2. Confirmation of the office in Northern Ireland from which the service will be provided.

The evaluation criteria that will then be used in the award of this contract are: -

1. Previous knowledge or relevant experience of working on similar/other assignments in the past for an organisation of Catalyst's nature and scale, to include, but not limited to, property asset value base of £50m.
2. Proposal for service delivery, understanding of the business, the requirements and methodology, timetable and
3. Total cost to include a fixed fee in relation to services 1- 5

2. Format of Response

Details must be provided of partner/manager who will be assigned to carry out the assignments to include: -

- i. Relevant Experience (30%)
- ii. Details should also be provided of how the service will be delivered and the methodology to be used taking into account the understanding of our requirements (30%)
- iii. Cost (40%)

3. Award of Contract

The contract will be awarded to the quotation that best meets the criteria identified and offers best value for money in respect of the evaluation criteria listed above.

4. Completions and Submission of Proposals

The proposal and accompanying documents must be completed and returned by 12 noon on Monday 15th March 2021 to philip.maguire@wearecatalyst.org

5. Formal Contact

Firms seeking to clarify any points of doubt or difficulty relating to this documentation before submitting proposals should contact: -

philip.maguire@wearecatalyst.org before 12 noon on Monday 8th March 2021

INSTRUCTIONS FOR SUBMISSION OF QUOTATIONS

6. Completion and Submission of Tender Documentation

The documents must be completed as directed and returned via email and hard copy as indicated in the Invitation to Tender letter.

- i. Late Tenders will not be considered by Catalyst.
- ii. Tenders must be fully compliant with the requirements detailed in the tender documentation.
- iii. All prices entered in the pricing schedule or other documents must be exclusive of VAT and in pounds sterling.
- iv. Tenders may be rejected if the required information is not given at the time of tendering.
- v. Catalyst reserves the right to cancel and/or withdraw from this competition at anytime.

7. Costs and Expenses

Tenderers will not be entitled to claim from Catalyst any costs or expenses which may be incurred in preparing their tender whether or not it is successful.

8. Period of Validity

Tenderers are required to keep their tenders valid for acceptance for a period of ninety days from the closing date.

9. Confidentiality

Tenderers should treat the tender documents as private and confidential between the Tenderer and Catalyst. Tenderers should note that Catalyst shall use the tender documents for the purposes of evaluation.

10. Official Amendments

Should it be necessary for Catalyst to amend the tender documentation in any way, prior to receipt of tenders, all Tenderers will be notified simultaneously via email.

11. Canvassing

Any Tenderer who directly or indirectly canvasses any official of Catalyst concerning the award of contract or who directly or indirectly obtains or attempts to obtain information from such official concerning the proposed or any other tender will be disqualified. This should not, however deter any supplier seeking clarification in relation to the tender.

12. Assumptions

Tenderers must not make assumptions that Catalyst has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information provided in their response.

Forms and Certificates

Instructions

The following forms are contained in this section and must be completed in full to ensure your tender is valid;

- | | | |
|----|--|-------------------|
| a. | <u>Form of Tender</u> | (Sign and return) |
| b. | <u>Certificate relating to Bona fide Tender</u> | (Sign and return) |
| c. | <u>VAT Registration</u> | (Sign and return) |
| d. | <u>Fair Employment and treatment
(Northern Ireland) Order 1998</u> | (Sign and return) |
| e. | <u>Freedom of Information Statement</u> | (Sign and return) |
| f. | <u>Conflict of Interest Statement</u> | (Sign and return) |

A. FORM OF TENDER

CONTRACT FOR:- Catalyst – EXTERNAL AUDIT SERVICES

1. I/We the undersigned hereby tender for the above contract in accordance with the Services Conditions of Contract and Specification at the prices quoted in the Schedule forming part of my/our tender response.
2. I/We agree that this Tender together with your written acceptance thereof shall constitute a binding contract between us and Catalyst in relation to the whole or such part of the Tender as may be specified in your written acceptance.
3. I/We have read, accept and agree to abide by the attached Conditions of Contract which take precedence over any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by me/us in connection with this Contract.
4. I/We understand that Catalyst does not bind itself to accept the lowest or any tender submitted in response to this enquiry and may accept the whole or part of any tender.
5. I/We understand Catalyst reserves the right to discontinue the award procedure at any time, in its sole discretion, and that Catalyst shall not be liable for the costs and expenses of any tenderer in connection with this competition.
6. I/We warrant that I/we have all the requisite corporate authority to sign this tender.

Dated this _____ day of _____ 21 _____

Signed by or on behalf of the

Tenderer: _____

Printed _____

Name of Tenderer: _____ (Block Capitals)

Registered Address: (and
company number where
applicable) _____

B. CERTIFICATE RELATING TO BONA FIDE TENDER

1. The essence of tendering is that the client shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide tender intended to be competitive and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person.
2. *We also certify that we have not:*
 - a. communicated to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of this tender;
 - b. entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted and / or
 - c. offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.
3. We undertake that we will not do any of the acts mentioned in paragraphs 2a, 2b or 2c above at any time before the acceptance or rejection of this tender.
4. In this certificate the word "person" includes any persons and any body or association, corporate or unincorporated and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

Signed:

Block Capitals: for and

on behalf of:

Date:

C. VAT REGISTRATION

Part 1 or Part 2 and Part 3 to be completed as appropriate by the Tenderer and returned with Tender Documents:-

1. My/Our VAT Registration Number is: Signed by: _____

for and on behalf of: _____

Date: _____

2. /We are **“EXEMPT”** from VAT under the terms of the Value Added Tax Act 1994.

Signed by: _____

for and on behalf of: _____

Date: _____

D. FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998

1. Article 64 of the Fair Employment and Treatment (Northern Ireland) Order 1998 provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64(4) also provides that the public authority shall take all such steps as are reasonable to secure that no work is executed or supplies or services supplied for the purposes of such contracts as are mentioned above by an unqualified person.
2. For the purposes of Articles 64-66 of the Order, an unqualified person is a person on whom a notice has been served under Article 62(2) or Article 63(1) of the Order and which has not been cancelled.
3. Mindful of its obligations under the Order, Catalyst has decided that it shall be a condition of tendering that a contractor shall not be an unqualified person for the purpose of Articles 64-66 of the Order.
4. Contractors are therefore asked to complete and return the form endorsed hereon, with their tender, to confirm that they are not unqualified persons and to undertake that no work shall be executed or supplies or services supplied by an unqualified person for the purposes of any contract with Catalyst to which Article 64 of the Order applies.

FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998

I/We hereby declare that I am/we are not unqualified for the purposes of the Fair Employment and Treatment (Northern Ireland) Order 1998.

I/We undertake that no work shall be executed or supplies or services supplied by any unqualified person for the purposes of any contract with Catalyst to which Article 64 of the Order applies.

Signed by:

Duly authorised to sign for and
on behalf of:

Date

E. **FREEDOM OF INFORMATION STATEMENT**

With reference to Section 11 of the Instructions to Tenderers, please complete where appropriate.

I/We consider that:-

1. The information in this tender is sensitive*. ☐ Sensitive
2. The information in this tender is not sensitive*. ☐ Not Sensitive

***Delete as appropriate**

3. If the information supplied in this tender is considered sensitive, please state which information should not be disclosed and provide reasons.

4. Period for which information should remain commercially sensitive. Please state.

Signed:

Block Capitals:

for and on behalf of

Date:

F. CONFLICT OF INTEREST DECLARATION

With reference Instructions to Tenderers, please complete where appropriate.

I/We warrant that:-

1. There **would be no** conflict or perceived conflict of interest in relation to the personnel or type of work involved in this contract.
2. There **could be** a possible conflict or perceived conflict of interest in relation to [
] and their involvement in this contract.
3. Please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could have an adverse effect on this contract.

***Enter name**

Signed:

Block Capitals:

for and on behalf of: Date
