**Invitation to Tender – Software Subscription Licences (HS Code Look Up)**

**CT 003**

**Version**

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| Version | Author | Date |
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**Approvals**

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| Version | Approver | Date |
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|  | Our Reference: Project\_1299 |
|  | |
|  | Date: 23 September 2021 |

To Whom it May Concern,

**Invitation to Tender for Software Subscription Licences (HS Code Look Up) Reference Number CR\_1299**

1. You are invited to tender for Software Subscription Licences (HS Code Look Up) in competition in accordance with the attached document. The requirement is to convert free text search information into specific Harmonized System (HS) codes.
2. The requirement and subsequent contract shall be for a period of 24 months with the option to extend by 12 months. The budget is £100,000, excl VAT over 2 years.
3. This Procurement is being carried out in accordance with the Public Contract Regulations 2015 under the open procedure. Tenderers can submit a bid as a single legal entity, with other legal entities (to form a consortium) or with named sub-contractors.
4. The anticipated date for the contract award decision is 19 November 2021. Please note that this is an indicative date and may change.
5. The clarification period ends on 12 October 2021 at 17.00 BST. You must submit your tender to arrive no later than 1600 hours on 25 October 2021.

Yours faithfully,



Jeanetta Nelson

Commercial Manager

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# **SECTION 1: INTRODUCTION**

## Definitions[[1]](#footnote-2)

|  |  |
| --- | --- |
| TERM[[2]](#footnote-3) | MEANING |
| **“Authority”** | means the Secretary of State acting through the Department for International Trade acting as part of the Crown. |
| **“Contract”** | means the contractually bindng terms and conditions set out in Schedule 06 of this ITT to be entered into by the Authority and the successful Tenderer at the conclusion of this Procurement. |
| **“Contract Deliverables”** | means the Software and Services and any assosicated technical data which the winning Tenderer is required to provide under the contract. |
| **“Conflict of Interest (COI)"** | means any circumstance or situation where relevant staff members of the Tenderer invovled in this Procurement have, directly or indirectly, a financial, economic or other personal interest which might be percieved to compromise their impartiality and independence in the context of the Procurement and/or affect the intergrity of Contract Award and any resultant Contract. |
| **“EIR”** | means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations. |
| **“FOIA”** | means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation. |
| **“Invitation to Tender (ITT)”** | Means the document together with its attachements which the Authority sends out to potential Tenderers to initiate participation in the competition. |
| **“Specification of Requirement”** | Detail the technical requirements and acceptance criteria of the contract deliverables. |
| **“Tender”** | means the formal offer that the Tenderer makes to the Authority in response to this ITT. |
| **“Tenderer”** | means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a Response to this ITT. Where “You” is used this means an action on the Tenderer. |

## Part A: General

* 1. The purpose of this ITT is to invite Tenderers to propose a solution to meet the Authority’s requirement. This document explains and sets out the:
  2. Tender process and timetable for the stages of the procurement;
  3. Instructions and conditions that govern this competition;
  4. Information you must include in your Tender and the required format;
  5. Specification of Requirements;
  6. Arrangements for the receipt and evaluation of Tenders; and
  7. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
  8. Tenderers acknowledge and agree that nothing contained within this ITT shall constitute an inducement or incentive nor shall have in any other way persuaded a Potential Supplier to submit a Tender or enter into any other contractual agreement.
  9. Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, Tenderers should raise a clarification with the Authority in accordance with Section 3 Part I to this ITT.
  10. Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.

## Part B: Disclaimer

* 1. Whilst the information contained in this ITT and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith. The Authority does not warrant that this information is comprehensive or that is has been independently verified. Neither the Authority not its representatives accepts any liability for the information contained in this ITT or shall be liable for any loss or damage arising as a result of this ITT.
  2. Any Tenderer considering entering into contractual relationships with the Authority should make its own investigations and independent assessment of the Authority.

## Part C: Contract Conditions

* 1. The full text of the Contract conditions is attached at Schedule 07 to this ITT.

## Part D: Tender Expenses

* 1. The Tenderer shall bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority shall not reimburse you.

## Part E: E-Tendering

* 1. The Authority is using e-Tendering for this Procurement. Jaggaer is the Authority’s e-Tendering Platform. It can be accessed via your web browser at <https://uktrade.app.jaggaer.com/web/login.html>. If there is any conflict between the information set out in this ITT and associated documents and the information displayed in the Authority’s e-Tendering Platform (Jaggaer), the information set out in this ITT shall take precedence.
  2. Unless otherwise stated in this ITT or in writing by the Authority, all communications from Tenderers and the Authority during the Procurement must be made using the Authority’s e-Tendering Platform (Jaggaer). The Authority shall not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through the Authority’s e-Tendering Platform (Jaggaer).
  3. If a Tenderer experiences technical difficulty with the Authority’s e-Tendering Platform (Jaggaer), the Tenderers shall contact the e-Tendering Platform (Jaggaer) helpdesk. The Tenderer shall also inform the Authority.
  4. The tender documents for this opportunity has been published via our Jaggaer e-sourcing portal. To access the documentation, Suppliers are required to create a Jaggaer account. <https://uktrade.app.jaggaer.com/web/login.html>. If you have not already done so, please register and advise me on [commercialddat@trade.gov.uk](mailto:commercialddat@trade.gov.uk) so I can add you to the procurement.

# **SECTION 2: KEY DATES**

* 1. The key dates for this procurement are currently anticipated to be as follows.[[3]](#footnote-4) :

|  |  |  |  |
| --- | --- | --- | --- |
| STAGE | DATE AND TIME | INITIATED BY | SUBMIT TO: |
| Contract Notice published on Contracts Finder / Find a Tender Service | 23/09/2021 | The Authority |  |
| ITT Publication | 23/09/2021 | The Authority | All Tenderers |
| Deadline for Clarification Questions / Requests for additional informaiton. | 17:00  12/10/2021 | Tenderers | The Authority |
| The Authority issues Final Clarification Question Answers | 17:30  18/10/2021 | The Authority | All Tenderers |
| ITT Submission Deadline | 16:00  25/10/2021 | Tenderers | The Authority |
| Tender Evaluation | 26 – 29/10/2021 | The Authority | N/A |
| Presentations | 08/11/2021 | The Authority | Shortlisted Tenderers |
| Contract Award Notification and Standstill Period | Start: 19/11/2021  End: 29/11/2021 | The Authority | All Tenderers |
| Contract Award | Start: 30/11/2021 | The Authority | The Winning Tenderer |
| Contract Commencement | 10/12/2021 | The Winning Tenderer | N/A |

# **SECtION 3: TENDER PREPARATION AND SUBMISSION**

* 1. By submitting a Tender, Tenderers agree:
     + to be bound and accept the terms and conditions set out in this ITT; and
     + that if the Authority accepts the Tender in writing, the Tenderer shall execute the Contract in the form set out in Schedule 7.
  2. The Authority may withdraw, terminate or amend the Procurement or this ITT at any time. Any amendment to the Procurement or this ITT shall be notified in writing to Tenderers. The Authority shall reissue the procurement documents before the Tender Deadline and may, at its discretion or (where applicable) in accordance with the Public Contract Regulations 2015, extend the deadline for the submission of Responses and / or any other stages of the Procurement for amendments.

## PART A: Tenders for Selected Contract Deliverables

* 1. Tenderers must Tender for all the Contract Deliverables listed in the Specification of Requirements. The Authority reserves the right to reject Tenders where Tenderers have not tendered for all the Contract Deliverables.

## Part B: Construction of Tenders

* 1. The Tender must be written in English (UK) language with Arial 11-point font and 2.54cm margins (where applicable). The Tender and accompanying documents must be compatible with Microsoft Office Word and other Microsoft Office applications.

## Part C: Tender Validity

* 1. It is a condition of tendering that all Tenderers holds their tender open for acceptance for one hundred and twenty (120) calendar days from the ITT submission deadline.
  2. If successful, the winning Tender must be open for a further thirty (30) calendar days. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event legal proceedings are instigated, challenging the award of the contract, prior to entry into contract, it is a condition of this ITT that the winning Tenderer holds their Tender open for acceptance during this period and up to fourteen (14) calendar days after the result of the legal proceedings

## Part D: Variant Tenders

* 1. A variant tender is a Tender that offers an alternative approach to, or method of, meeting the Authority’s requirements as set out in this ITT and associated documents. Where the tender evaluation has a pass/fail for the Contract Conditions the Authority may reject the Tender on the grounds of additional or alternative Contract Conditions.
  2. The Authority shall not accept or evaluate any Variant Tenders for this Procurement.

## Part E: Submission of Tender

* 1. Tenders must be uploaded onto Authority’s e-Tendering Platform (Jaggaer) by the time and date stated in the covering letter to this ITT and Schedule 5. The Authority reserves the right to reject any Tender received after the stated date and time.
  2. Tenderers must complete all parts of the response form in the Authority’s e-Tendering Platform (Jaggaer) in accordance with the instructions therein. Tenders shall be checked for completeness and only compliant responses shall be evaluated.
  3. Tenderers must not exceed stipulated page/word limits or include attachments not requested. The Authority shall disregard attachments which have not been requested any part of the Tender which goes beyond defined page/word limits.
  4. Sample are not required for this Procurement.
  5. The Tender shall be the single source of information used, subject to any presentations referred to in item 13 of the Tender Evaluation Matrix, to evaluate Tenders. The Authority shall only take account of information which is specifically asked for in this ITT.

## Part F: Pricing

* 1. Prices must be submitted in £GBP, exclusive of VAT.
  2. The Contract shall be awarded as a firm price and shall be paid according to the Specification of Requirements.
  3. The pricing schedule within this ITT – Appendix A identifies the minimum level of information required.
  4. If the Authority believes that any element of pricing submitted is abnormally low it will conduct a further analysis of the offer in accordance with Regulation 69 of PCR 2015.
  5. The Authority reserves the right to seek verification of any prices that it deems to be unsustainable in respect of this Procurement.

3.19 The Authority reserves the right to treat any bid which is caveated by reference to the UK’s relationship with the EU as non-compliant and, as with any procurement exercise, a bidder in submitting its prices for evaluation does so in acceptance of all business risks and circumstances arising from time to time.

## Part G: Sub-Contracting

* 1. All information requested in the Tender should be given in respect of the Prime Contractor.
  2. Where the Tenderers propose to use sub-contractors to deliver some or all of the requirement, the Tenderer must complete the Tenderers Sub-Contracting Information Form at Schedule 1.
  3. The Authority recognises that arrangements in relation to sub-contracting may be subject to change and may not be finalised until a later date. The Tenderer shall inform the Authority immediately of any changes to the supply chain following Tender submission.

## Part H: Consortia

* 1. Where a Tenderer is submitting a Tender as part of a proposed consortium, the Tenderer must complete the Tenderers Consortium Information Form at Schedule 2.
  2. In accordance with Regulation 19(6) of PCR 2015, the Authority may require a successful consortium to form a separate corporate entity.
  3. All members of the consortium shall be required to provide the information required in the Tender as part of a single composite response to the Authority.
  4. The Authority recognises that arrangements in relation to a consortium may be subject to change and may not be finalised until a later date. Tenderers shall Tender on the basis of envisaged arrangements. The Tenderer shall inform the Authority immediately of any changed to the consortium following Tender submission.

## Part I: Clarifications

* 1. Tenderers may raise questions or seek clarification regarding any aspect of this Procurement prior to the clarification deadline (as set out in Section 3 Part I to this ITT). The Authority shall respond to all reasonable clarifications submitted prior to the clarification deadline as soon as possible but cannot guarantee a minimum response time.
  2. If a Tenderer believes that a clarification request is commercially sensitive or that publishing the clarification with the Authority’s response would reveal confidential information, disclosure of which would be detrimental to the Tenderer. The Tenderer must clearly state that the clarification is sensitive and provide a justification upon submission. If the Authority considers the clarification and response is not commercially sensitive or all Tenderers may benefit from its disclosure the Authority will notify the Tenderer. The Tenderer shall have two (2) working days of the notification to withdraw their clarification. If the clarification is not withdrawn the clarification request and Authority’s response will be published to all Tenderers.
  3. The Authority may not respond to a clarification or publish it where the Authority considers that the response may prejudice the Authority’s commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.
  4. The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond within the timescales specified and/or to provide an adequate response to such a request may result in the Tender being rejected.

## Part J: Changes to Responses

* 1. Tenderers may modify their submitted Tenders at any time prior to the Tender submission deadline. Tenders submitted before the deadline shall remain unopened until the deadline or such time thereafter when all Tenders shall be opened together.
  2. Tenderers may withdraw their response at any time by submitted a notice via the Authority’s e-Tendering Platform (Jaggaer).

# **SECTION 4 – CONDITIONS OF TENDERING**

* 1. By issuing this Tender, communicating with a Tenderer or any other communication in respect of this Procurement, the Authority shall not be bound to accept any Tender or award any Contract. The Authority reserves the right to:
     + 1. seek clarification of any aspect of a Tender and/or provide additional information in respect of Tenderers submission;
       2. request Tender presentations;
       3. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions set out in this ITT;
       4. disqualify any Tenderer for the provision of false, inaccurate or misleading information;
       5. withdraw or terminate this ITT/Procurement at any time. Any withdrawal or termination shall be notified in writing to all Tenderers;
       6. choose not to award any contract as a result of the current Procurement;
       7. ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low.
  2. The contract shall be entered into when the Authority sends written notification of its entry into the contract.
  3. The Authority shall not provide any references in relation to Services received from any external organisation.

## Part A: Conforming to the Law

* 1. Tenderers must comply with the UK Competition Act 1998; the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.
  2. Tenderers attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation Tenderers may be disqualified from this Procurement. Disqualification will be without prejudice to an civil remedy available to the Authority or any criminal liability that your conduct may attract.
  3. Tenderers attention is drawn to the Agency Workers Regulations 2011. The Tenderer shall fully indemnify the Authority for any claims instituted in any court or tribunal, the legal costs of defending such claims and reimburse for any monetary awards given in regards to any actions brought under the Agency Workers Regulations 2011 against the Authority, by any agency worker engaged by the Tenderer to supply the Services to the Authority.
  4. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

## Part B: Intellectual Property Rights

* 1. The Tenderer grants the Agent an irrevocable, perpetual, non-exclusive license to copy, amend and reproduce any intellectual property contained within its Tender for the purposed of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Agent’s business activities. This license shall also permit the Agent to sublicence the use of the Potential Supplier’s Tender to its advisers or sub-contractors for the same purpose.

## Part C: Changes to a Tenderers Circumstances

* 1. The Authority may:
     + Reject a Tender if there is a subsequent change of identity, control, financial standing or other factor throughout any point during this Procurement;
     + Revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderers circumstances; or
     + Require a Tenderer to certify that there has been no material change to the information submitted in their Tender at any point during this Procurement. Failure to do so, may result in the rejection of the Tender.

## Part D: Confidentiality

* 1. The contents of this ITT, associated documents or information provided by the Authority are provided on condition that they remain the property of the Authority and are kept confidential. The Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
  2. Tenderers may disclose information relating to the Procurement to their advisers and sub-contractors in the following circumstances:
     + disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
     + the Authority gives prior consent in writing to the disclosure;
     + the Tenderer is legally required to disclose the information.
  3. When providing details as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
  4. The Authority reserves the right to, but is not obliged to, contact any named customer contact given as a reference or otherwise referred to as part of a Tender. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
  5. Subject to Section 3 Part E to this ITT, the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact
  6. In addition to the provisions of Section 3 Part E to this ITT, Tenderers agree and acknowledge that the Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority’s Tender Evaluation

## Part E: Publicity Announcements, Transparency, Freedom of Information and Environmental Regulations

* 1. Tenderers acknowledge there may be circumstances in accordance with the FIOA and the EIR, the Authority may be required to disclose information submitted to it by a Tenderer in addition to any other transparency obligation identified within this ITT. If a Tenderer considers any information to be commercially sensitive or of a confidential nature, then Tenderers must complete the Tenderers Commercially Sensitive Information Form (Schedule 03). The Authority will, where practicable, consult the Tenderer before publishing or disclosing information under the FOIA and/or the EIR to establish whether an exemption may apply.
  2. If a Tenderer receives a request for information relating to this Procurement under the FOIA or the EIR during the Procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.
  3. Tenderers must be aware that the Authority shall publish notification of the contract and shall publish the contents of any resultant contract. Before publishing the contract, the Authority shall redact any information which is exempt from disclosure under the FIOA and/or the EIR. Information exempt from publication could include information which would hinder law enforcement; would otherwise be contrary to the public interest or would prejudice the legitimate commercial interest of any person.
  4. No Tenderer shall undertake any publicity activities in relation to this Procurement without the prior written agreement of the Authority, including the format and content of any publicity. Tenderers should not, before the Authority has announced the outcome of the Procurement, disclose or make any statement, which confirms that they have submitted a Tender for this Procurement.
  5. Under no circumstances should Tenderers confirm to any Third Party the Authority’s acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority’s announcement of the award of contract, whichever occurs first.
  6. All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any of the Tenderer’s documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the Procurement. Tenderers consent to these terms as part of the Procurement.

## Part F: Conflict of Interest

* 1. You must inform the Authority immediately of any conflict of interest (COI) that have arisen or that arise at any point during this Procurement. Tenderers must remain alert to COI and update the Authority if any new circumstance or information arises or changes. Failure to do so and/or manage COI effectively may result in a Tenderers disqualification.
  2. Where there is an existing or potential COI Tenderers must include a proposed statement with their Tender detailing how the COI will be managed. As a minimum Tenderers COI statements must include:
     + 1. Details of the COI;
       2. Roles and responsibilities;
       3. Standards for integrity and fair dealing;
       4. Levels of access to and protection of competition sensitive information
       5. Confidentiality/Non-Disclosure Agreements
       6. The Authority’s rights of audit; and
       7. Physical and managerial separation.

In the event a Tender is accepted, any COI Statements shall become part of the Contract and shall be legally binding.

## Part G: Standstill

* 1. The Authority is obliged under certain circumstance to allow a space of ten (10) calendar days between the date of dispatch of notice to Tenderers before entering into a contract, known as the standstill period. The standstill period ends at midnight at the end of the 10th day after the date the contract award notification letters have been issued. Where this is not a working day, this will extend to midnight at the end of the next working day.

## Part H: Cyber Essentials

* 1. The Cyber Essentials Scheme (CES) has been a mandatory requirement for suppliers with contracts involving sensitive or personal information since 01 October 2014. Tenderers can view details of CES at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>.
  2. It has been identified that no specific cyber essentials certification is required for this project as there will be no exchange of personal data.
  3. Where the Prime Contractor intends to sub-contract any part of the requirement, the level of cyber risk identified must be transferred through the supply chain. No sub-contract can be awarded until it has demonstrated to the Prime Contractor that it has met the minimum standards required.

## Part I: Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

* 1. Tenderers should determine whether they believe the TUPE applies to this Procurement. Notwithstanding this, Tenderers will note that it is the Authority’s view that TUPE is not likely to apply if this Procurement results in a contract being awarded, although the Authority is not liable for this opinion. The Authority’s view is based on the fact that there is no ‘relevant transfer’. If TUPE does apply the Authority will wish to satisfy itself that Responses are responsibly calculated and take full account of any likely TUPE obligations.
  2. It is the responsibility of Tenderer to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Contract and to act accordingly. The Tenderer is encouraged to carry out its own due diligence exercise.
  3. If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, prior to the deadline for Tenders

# **SECTION 5 – TENDER EVALUATION**

## Part A: Tender Evaluation Criteria

* 1. Tenders shall be evaluated by a panel appointed by the Authority. Each panel member shall undertake an independent evaluation. There shall be a minimum of two (2) commercial officers evaluating the commercial and price criteria and a minimum of two (2) technical experts evaluating the technical criteria. Once complete, a moderation meeting shall be held where the panel shall reach a consensus on the results.
  2. Tenders shall be evaluated using the Most Economically advantageous Tender (MEAT) methodology. This is where the Authority assesses a Tender based on a combination of commercial, technical and price elements. The Authority shall award the Contract to the Tenderer which submits the highest scoring response.
  3. The MEAT ratio for this Tender is as follows:

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| Commercial | Pass/Fail |
| Technical/Quality (including Social Value at 10% and presentation at 10%) | 80% |
| Price | 20% |
|  | 100% |

* 1. Any mandatory elements shall be evaluated as pass / fail and any non-mandatory elements shall be given a weighting. For weighted commercial and technical elements, the following scoring methodology shall be applicable. Weighing values indicate the relative importance of the question in the overall evaluation. Tenderers must score a mark of three (3) or above against each weighted element.

|  |  |  |
| --- | --- | --- |
| **Score** | **Quality** | **Description** |
| 0 | No evidence | No evidence provided that the Tender meets the requirement. No confidence that the Tenderer can meet the requirement. |
| 1 | Poor Response | Very limited evidence provided to support that the Tender meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement. |
| 2 | Minimal Response | Limited evidence to support that the Tender meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement. |
| 3 | Acceptable Response | Acceptable evidence provided to support that the Tenders meets most of the requirement with minor concerns leading to the conclusion of a medium level of confidence that the Tenderer can meet the requirement. |
| 4 | Good Response | Good evidence provided to support that the Tender meets the entire requirement leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement. |
| 5 | Excellent Response | Comprehensive evidence provided to support that the Tender fully meets and/or exceeds the requirement, leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement. |

* 1. Tenderers shall not cross-refer to answers given elsewhere in a Tender. Tenderers shall answer each question so that it acts as a stand-alone answer. Tenderers may need to repeat certain information in answer to different questions if required.
  2. For the pricing element, the total overall price 20% shall be calculated based on the lowest priced complaint tender gaining the full 20% award with the remaining marks allocated based on:

|  |  |  |
| --- | --- | --- |
| Score = | Lowest Tender Price | x20% |
| Tender Price |
|  |  |  |
| For example if three Tenders are received and Tenderer A has quoted £3000 as their total overall price, Tenderer B has quoted £5000 and Tenderer C has quoted £8000 then the calculation will be as follows:   * Tenderer A score = £3000/£3000 x 20% (maximum marks available) = 20 * Tenderer B score = £3000/£5000 x 20% (maximum marks available) = 12 * Tenderer C score = £3000/£8000 x 20% (maximum marks available) = 8 | | |

## Part B: Tender Evaluation Matrix

* 1. Evaluation of Tenders shall compromise of the following:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** |  | **Evaluation Criteria** | **Question Scoring / Weighting** | **Comments** |
| Commercial Criteria | | | | |
| 1 | Form of Tender  [Schedule 05] | Tenderers shall print, sign, scan and upload to Jaggaer along with your tender submission | Pass/ Fail | Please upload response with the file name “[Insert Company Name]-Form of Tender”. |
| 2 | Selection Questionnaire  [Schedule 06] | This stage is designed to select Tenderers who are capable of meeting the requirement. | Pass/ Fail | In the event of a Tenderer failing to meet the requirements of a mandatory pass/fail criteria, the Authority shall exclude the Tenderer from any further participation in the competition.  Please upload response with the file name “[Insert Company Name]-SQ”. |
| Technical Criteria | | | | |
| 4 | A01: The service must provide support in delivering HS codes and classifications to [great.gov.uk](https://eur02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fgreat.gov.uk%2F&data=04%7C01%7CJeanetta.Nelson%40trade.gov.uk%7Cbc76bdd8111e48497a2e08d978345ca4%7C8fa217ec33aa46fbad96dfe68006bb86%7C0%7C0%7C637672988569056075%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=04EtXCYubHja2PGJuil%2BR03wrXC%2FI%2FLnET3sl432PFw%3D&reserved=0) through a REST based (or equivalent) Application Programming Interface (API).  The mechanism should return data in line with modern standards.  The service must convert free text search information into specific Harmonized System (HS) codes.  We would expect the supplier to be able to return the HS10 code and its parent HS8 and HS6 codes from the submission of a narrative product description for international markets. Where HS10 code is not possible, the supplier may return HS8 or HS6 codes.  The service must provide support in delivering HS codes and classifications to great.gov.uk through a REST based (or equivalent) Application Programming Interface (API). | The Tenderer must confirm whether they can meet the outlined requirement and provide a brief description on how they do so. | 20% | Please upload response with the file name “[Insert Company Name]-A01”.  Responses must be limited to 200 words. Word limits that are over the above limit will not be evaluated. |
| 5 | A02:The service must be easy to query for DIT users, secure for the department and constantly updated in line with new trading environments.  The supplier should ensure seamless updates on the latest changes to tariffs and or HS code structures. | The Tenderer must confirm whether they can meet the outlined requirement and provide a brief description on how they do so. | 10% | Please upload response with the file name “[Insert Company Name]-A02”.  Responses must be limited to 200 words. Word limits that are over the above limit will not be evaluated. |
| 6 | A03: The mechanism should be accurate, consistent and auditable. The API could return results according to the Harmonised System canonical descriptions as published by DIT on data.trade.gov.uk. The API must have clear documentation and structure in line with modern standards. | The Tenderer must confirm whether they can meet the outlined requirement and provide a brief description on how they do so. | 10% | Please upload response with the file name “[Insert Company Name]-A03”.  Responses must be limited to 200 words. Word limits that are over the above limit will not be evaluated. |
| 7 | A04: The mechanism should be scaling to support concurrent usage. The system should be able to support concurrently up to tens of thousand of users, within 2seconds API response time and 99.9% uptime SLA. | The Tenderer must confirm whether they can meet the outlined requirement and provide a brief description on how they do so. | 10% | Please upload response with the file name “[Insert Company Name]-A04”.  Responses must be limited to 200 words. Word limits that are over the above limit will not be evaluated. |
| 8 | A05: The supplier should be able to provide a good level of support, meeting at a minimum the following service levels:  P1 (fix within 2 hours),  P2 (fix within 2 days)  P3 (mutually agreed fix plan within 2 days) | The Tenderer must confirm whether they can meet the outlined requirement and provide a brief description on how they do so. | 5% | Please upload response with the file name “[Insert Company Name]-A05”.  Responses must be limited to 200 words. Word limits that are over the above limit will not be evaluated. |
| 9 | A06: The supplier should be able to provide full updates on the latest changes to tariffs and or HS code structures. These changes should be made available from a reasonable, mutually agreed with DIT time from its publication. | The Tenderer must confirm whether they can meet the outlined requirement and provide a brief description on how they do so. | 5% | Please upload response with the file name “[Insert Company Name]-A06”.  Responses must be limited to 200 words. Word limits that are over the above limit will not be evaluated. |
| Social Value questions | | | | |
| 10 | A07: Explain how you have worked to help your workforce and/or local community manage and recover from the impact of COVID-19, for example by: (a) Creating employment, re-training and other return to work opportunities for those left unemployed by COVID-19; (b) Supporting the physical and mental health of people affected by COVID-19. | The Tenderer must confirm whether they can meet the outlined requirement and provide a brief description on how they do so.  Your response should include how you will influence staff, suppliers, customers and communities through the delivery of the contract to support Covid-19 recovery, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering. | 5% | Please upload response with the file name “[Insert Company Name]-A07”.  Responses must be limited to 200 words. Word limits that are over the above limit will not be evaluated. |
| 11 | A08: DIT is keen to ensure that its supply chain (including subcontractors) includes a diverse range of businesses, such as new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.  Please explain how you will be able to support this goal. | The Tenderer must confirm whether they can meet the outlined requirement and provide a brief description on how they do so.  Your response should include measures to make the supply chain working environment conducive to a diverse range of suppliers and growing businesses. | 5% | Please upload response with the file name “[Insert Company Name]-A08”.  Responses must be limited to 200 words. Word limits that are over the above limit will not be evaluated. |
| 12 | Presentation  Please explain how your proposed solution to convert free text search information into specific Harmonized System (HS) codes will meet DIT’s requirements, particularly that:   * It will be easy to develop against * It will be easy to use by DIT users. * It will be kept up to date with any changes   This solution should enable our importers to translate their products to find the right tariffs and guidance to export their product internationally.  Please explain how this service will be easy to develop against, use by DIT users, secure for the department and updated according to trading environment updates  The Authority reserves the right to exclude Tenderers from further participation in this competition if they do not achieve minimum quality scores of 3/5 for each question. | It is anticipated that presentations will take place on 8 November 2021 via Microsoft Teams. Time slots are: 10.30, 11.45 and 14.30. The meeting will consist of a short presentation (20 mins) from the Tenderer followed by questions and answers.  The Quality Score will be combined with the Price Score to provide for an overall score for shortlisting.  The three (3) Tenderers with the highest overall score for shortlisting, who have met the minimum criteria set out in this document (i.e. passed the SQ criteria and obtained minimum score of 3 for the qualitative section), will be invited to give a Presentation. | 10% | A maximum of 4 attendees from your organisation is permitted.  Do not provide a written response, this question is to be addressed during the presentation. |
| You must ensure your team is available to attend Microsoft Teams for the meeting on the date indicated above. A maximum of 4 attendees from your organisation is permitted.  The time slots on offer are: 10.30, 11.45 and 14.30. Please advise your first and second choices with your bid submission.  Whilst we will try to accommodate your preferences, we reserve the right to allocate you a different timeslot where more than one supplier requires the same timeslot.  The presentation will form part of the overall evaluation, will last for up to 45 mins and will consist of two parts. In part 1 you will be asked to present the Panel with your response to the presentation question. You will have 20 mins (maximum) to present your response. Part 2 of the presentation will comprise questions from the panel on the presentation only.  The presentation question detailing the structure and focus of the presentation is outlined above. If and when shortlisted, you will be required to provide the names, title and email addresses of those from your organisations attending the meeting to enable us to issue the invitations. The team attending the presentation must include at least one of the team who will be working on the proposed project should you be successful.  The evaluation panel is not seeking a glossy presentation as it wants the presentation to focus on your organisations’ ability to deliver its proposed service. | | | | |
| Price (Appendix A) | | | | |
| 13 | B01: Please confirm that you have completed and returned the pricing schedule in Appendix A.  Current number of transactions – up to 400,000 pa | The Tenderer must submit a full pricing matrix for 24 months detailing all costs associated with the delivery of the contract.  The Response must include:  Annual Licence fee costs, based on transactions per year, ranging from 300,000 to 1,000,000 transactions  Service levels  On-going support and maintenance costs, if applicable | Yes/No | Please upload response with the file name “[Insert Company Name]-Pricing Schedule”. |

# SCHEDULE 01 – TENDERERS SUB-CONTRACTING INFORMATION FORM

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Ref No** |  | | | |
|  | [insert name of Sub-contractor] | [insert name of Sub-contractor] | [insert name of Sub-contractor] | [insert name of Sub-contractor] |
| **Is the sub-contractor a Small Medium Sized Enterprise (SME)** |  |  |  |  |
| **Percentage of work being delivered by sub-contractor** |  |  |  |  |
| **The key contract deliverables each sub-contractor will be responsible for** |  |  |  |  |
| **Any other information** |  |  |  |  |

# SCHEDULE 02 – TENDERERS CONSORTIUM INFORMATION FORM

|  |  |
| --- | --- |
| **Contract Ref No** |  |
| **Lead member of consortium who will be contractually responsible for delivery of the contract** |  |
| **Consortium Members** |  |
| **Are any of the consortium members a Small Medium Sized Enterprise (SME)** |  |
| **If the consortium is proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority.[[4]](#footnote-5)** |  |
| **If the consortium is not proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority[[5]](#footnote-6)** |  |
| **Any other information** |  |

# SCHEDULE 03 – TENDERERS COMMERCIALLY SENSITIVE INFORMATION FORM

|  |  |
| --- | --- |
| **Contract Ref No** |  |
| **Description of Supplier’s Commercially Sensitive Information[[6]](#footnote-7)** |  |
| **Cross reference(s) to location of sensitive information** |  |
| **Explanation of sensitivity** |  |
| **Details of potential harm from disclosure** |  |
| **Period of confidence** |  |
| **Contact details for Transparency/FOI matters** | Name:  Position:  Address:  Telephone Number:  Email Address: |

# SCHEDULE 04 – FORM OF TENDER

|  |  |  |  |
| --- | --- | --- | --- |
| To be returned by 16:00 hours by 25 October 2021. | | | |
|  |  | |  |
| [insert company name] | [insert address] | | |
| [insert point of contact] |
| [insert email address] |
| [insert telephone number] |
|  |  | |  |
| ITT: Project\_287 Software Subscription Licences (Harmonised System Code Lookup) | | | |
| **Interpretations**   1. Except where specified or the context required, capitalised expressions in this Form of Tender shall have the meaning given to them in the definitions of this ITT.   **Declarations**   1. We have examined the ITT and accompanying schedules set out in this ITT and hereby offer to provide the Software and Services specified in this ITT and in accordance with the attached documents to the Authority commencing 10 December 2021 for the period specified in this ITT. 2. If this Tender is accepted, we will execute the Contract and any other documents required by the Authority following the end of the standstill period, if applicable. 3. We agree that: 4. before executing the Contract in the form set out in this ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us; 5. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2009, the Contract may be executed electronically using the Authority’s electronic tendering and contract management system; 6. we are legally bound to comply with the confidentiality provisions set out in this ITT; 7. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this Procurement shall not form part of this Tender without the prior written consent of the Authority; 8. the Tender shall remain valid for 120 days from the closing date for Tenders specified in this ITT; and 9. the Authority may disclose our information and documents (submitted to the Authority during the Procurement) more widely within Government for the purpose of ensuring effective cross-Government Procurement processes, including value for money and related purposes. 10. We confirm that: 11. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority’s decision making in relation to the award of the Contract; or 12. if there are, or may be such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority.   We undertake and it shall be a condition of the Contract that:   1. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority; 2. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and 3. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.   I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of this ITT. | | | |
| **Signed** | |  | |
| **Print Name** | |  | |
| **Dated** | |  | |
| **In the Capacity of** | |  | |
| **Authorised to sign Tender for and on behalf of** | |  | |

# SCHEDULE 05 – SELECTION QUESTIONNAIRE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section 1** | **Potential supplier information** | | | |
| **Question number** | **Question** | | | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information | | |  |
| 1.1(b) – (i) | Registered office address (if applicable) | | |  |
| 1.1(b) – (ii) | Registered website address (if applicable) | | |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) | | |  |
| 1.1(d) | Date of registration in country of origin | | |  |
| 1.1(e) | Company registration number (if applicable) | | |  |
| 1.1(f) | Charity registration number (if applicable) | | |  |
| 1.1(g) | Head office DUNS number (if applicable) | | |  |
| 1.1(h) | Registered VAT number | | |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | | | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). | | |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | | | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. | | |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement | | |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual | | |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[7]](#footnote-8)? | | | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[8]](#footnote-9)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[9]](#footnote-10)  (Please enter N/A if not applicable) | | |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) | | |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) | | |  |
| **Section 1** | **Bidding Model** | | | |
| **Question number** | **Question** | | | **Response** |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | | | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) | | |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | | |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | | | Yes ☐  No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | | | |
| Section 1 | Contract Details and Declaration | | | |
| 1.3 | I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.  I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.  I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.  I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.  I am aware of the consequences of serious misrepresentation. | | | |
| **Section 2** | **Grounds for mandatory exclusion[[10]](#footnote-11)** | | | |
| **Question Number** | **Question** | | | **Response** |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | | | |
|  | Participation in a criminal organisation. | | | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | | | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | | | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | | | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | | | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | | | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. | | |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | | | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | | | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | | |  |
| **Section 3** | **Grounds for discretionary exclusion** | | | |
| **Question Number** | **Question** | | | **Response** |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | | | |
| 3.1(a) | Breach of environmental obligations? | | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | | | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | | |  |
| Section 4 | Economic and Financial Standing | | | |
| Question Number | Question | | | Response |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | | Yes ☐  No ☐ |
|  |  | | |  |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | | | |
| Name of Organisation | |  | | |
| Relationship to the Supplier completing the questions | |  | | |
| **Question Number** | **Question** | | | **Response** |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | | | Yes ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | | | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | | Yes ☐  No ☐ |
| **Section 6** | **Modern Slavery Act 2015: Requirements under the Modern Slavery Act 2015[[11]](#footnote-12)** | | | |
| **Question Number** | **Question** | | | **Response** |
| 6.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | | | Yes ☐  N/A ☐ |
| 6.2 | If you have answered yes to question 6.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | | | Yes ☐  Please provide the relevant url …  No ☐  Please provide an explanation |
| **Section 7** | **Cyber Essentials** | | | |
| **Question Number** | **Question** | | | **Response** |
| 7.1 | Not applicable as there will be no exchange of personal data as identified at Section 4 Part H to this ITT. | | | N/A |
| **Section 8** | **Insurance** | | | |
| **Question Number** | **Question** | | | **Response** |
| 8.1 | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated within.  Employer’s (Compulsory) Liability Insurance = Five Million Pounds Sterling (£5,000,000)  Public Liability Insurance = Five Million Pounds Sterling (£5,000,000)  Professional Indemnity Insurance = Two Million Pounds Sterling (£2,000,000)  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | | | Yes ☐  No ☐  Please provide an explanation |
| **Section 9** | **Compliance** | | |  |
| **Question Number** | **Question** | | | **Response** |
| 9.1 | Please attach Form of Tender (Schedule 5) | | | |
| 9.2 | Please confirm acceptance of the Contract Terms and Conditions | |  | |

# SCHEDULE 06 – CONTRACT CONDITIONS

Mid-Tier Contract



# SCHEDULE 07 - SPECIFICATION OF REQUIREMENTS

|  |  |  |
| --- | --- | --- |
| About the Department for International Trade | | |
| The Department for International Trade (DIT) was created in July 2016 and is responsible for promoting British trade across the world and ensuring the UK takes advantage of the huge opportunities open to the UK.  DIT’s responsibilities include those of the former UK Trade & Investment in helping UK based companies succeed in the global economy. The Department also helps overseas companies bring their high quality investment to the UK’s dynamic economy which is acknowledged as Europe’s best place from which to succeed in global business.  The Department offers expertise and contacts through is extensive network in the UK and diplomatic offices around the world. The organisation provides companies with the tools they require to be competitive on the world stage.  The Department has a regionally-based delivery network providing support for exporters and foreign investors. The delivery of export support is through nine (9) regionally-structured contracts within England. DIT funds these suppliers on an annual basis and around three hundred (300) private sector International Trade Advisers are employed by the suppliers to assist a specified minimum number of new exporters (including companies who have not exported in the previous twelve (12) months) to achieve export success. | | |
| Introduction | | |
| The Department of International Trade (DIT) has overall responsibility for developing, coordinating and delivering new trade and investment policy for the UK, including preparing for and then negotiating Free Trade Agreements and market access deals with non-EU countries, and working side by side with the new Department for Exiting the EU, which will negotiate the UK’s new relationship with the EU in tandem.  The purpose of this specification is to set out the scope of the Software and Services that the Supplier shall provide. | | |
| Background | | |
| DIT require an API that can be used to help importers to find a Harmonized System (HS) code and right tariff for their products. This HS code enables them to describe their products and find the right tariff.  This needs to be easy to query for our users, secure for the department and constantly updated in line with new trading environments. HS codes are complex, covering over 99 chapters of commodities breaking down in thousands of smaller six-digit, eight digits and ten digits codes. As a consequence, finding the right code is crucial for importers, especially those new to the process.  Key requirements:  ● To convert free text search information into specific Harmonized System (HS) codes.  ● The contract should support importers to find and select a HS code and right tariff for their products. This HS code enables our importers to translate their products to find the right tariffs and guidance to export their product internationally.  ● The service should be easy to query for DIT users, secure for the department and constantly updated in line with new trading environments. HS codes are complex, covering over 99 chapters of commodities breaking down in thousands of smaller six-digit, eight digits and ten digits codes. As a consequence, finding the right code is crucial for importers, especially those new to the process.  ● The contract should provide support in delivering HS codes, classifications to great.gov.uk through an Application Programming Interface (API)  ● The mechanism should be accurate, consistent and auditable  ● The mechanism should return data in line with modern standards  ● The mechanism should be able to support use by multiple users simultaneously  ● The mechanism should have clear documentation and structure in line with modern API standards | | |
| Item | Requirement / Deliverables | Corresponding Performance Measurement / Key Milestones |
| 1 | the supplier shall provide access to query APIs and web-based applications as transactions, to return a HS-6, HS8 and HS10 code from the submission of a narrative product description for international markets. | <3 seconds response time |
| 2 | the supplier shall ensure maintenance of the service ensuring response structure similarity and 99.9% availability with triage support. | 99.9% availability |
| 3 | the supplier shall make available audit and transaction logs to the Authority | Audit and transaction logs should be transmitted within 5 working days of request by DIT in a machine readable format (CSV or JSON). |
| 4 | the supplier shall ensure seamless access to technical support and updates on the latest changes to tariffs and or HS code structures. | Reasonable time to be agreed between DIT and supplier for changes in tariffs and/or HS code structures. |
| 6 | the supplier shall provide regular activity log/reports | Weekly/monthly activity reporting via email |
| 7 | the supplier shall attend quarterly contract review meetings | Supplier attendance at quarterly meetings, conducted virtually (e.g. Google Meet/Microsoft Teams) |
| 8 | the supplier shall adhere to the following Service Level Agreement - P1 (fix within 2 hours), P2 (fix within 2 days) and P3 (mutually agreed fix plan within 2 days) | 100% of issues remedied within the agreed SLAs. |

ALL QUALITATIVE DOCUMENTS SHOULD BE UPLOADED TO THE TECHNICAL / QUALITY ENVELOPE ON JAGGAER.

Appendix A – Pricing Schedule



THE PRICING SCHEDULE SHOULD BE UPLOADED TO THE COMMERCIAL ENVELOPE ON JAGGAER.

1. Unless the context otherwise requires, the following words and expressions used within this ITT (except Schedule 06: Authority’s Conditions of Contract) shall have the meanings outlined in Schedule 1 of the Mid-Tier Conditions (to be interpreted in the singular or plural as the context requires). [↑](#footnote-ref-2)
2. Any reference to a statute or statutory provision is a reference to such statute or statutory provision as amended to re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. [↑](#footnote-ref-3)
3. These may be subject to change by the Authority. Tenderers shall be informed via the Authority’s e-Tendering Platform (Jaggaer) in the event it is necessary to make amendments to the Timetable. [↑](#footnote-ref-4)
4. If the Tenderer proposes to create a separate legal entity such as a Special Purpose Vehicle (SPV), the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity titled “Special Purpose Vehicle Entity". [↑](#footnote-ref-5)
5. Include full details of its alternative arrangements including details of any sub-contractors (which could be by including a copy of the completed sub-contractors form). [↑](#footnote-ref-6)
6. You are advised to provide as much information as possible. The Authority shall endeavour to maintain the confidentiality of the sensitive information, but the ultimate decision on whether to publish or disclose lies with the Authority. [↑](#footnote-ref-7)
7. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-8)
8. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-9)
9. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-10)
10. The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions. [↑](#footnote-ref-11)
11. For details on how to report potential instances of modern slavery, refer to [PPN 05/19: Tackling Modern Slavery in Government Supply Chains.](https://www.gov.uk/government/publications/procurement-policy-note-0519-tackling-modern-slavery-in-government-supply-chains) [↑](#footnote-ref-12)