Invitation to Tender

Tender for Alternative methods for constructing normal value in anti-dumping investigations

Tender Reference: DN

23rd January 2019

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**SECTION 1: RESPONSE PARTICULARS**

**GLOSSARY**

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Appendix B: Authority’s Conditions of Contract) shall have the following meanings (to be interpreted in the singular or plural as the context requires):

|  |  |
| --- | --- |
| **TERM** | **MEANING** |
| **“Authority”** | means the Department for International Trade acting as part of the Crown. |
| **“Contract”** | means the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer. |
| **“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. |
| **“the ITT”** | means this invitation to tender document and all related documents published by the Authority and made available to Tenderers. |
| **Pricing Schedule** | The form accessed via ProContract in which Tenderers are required to submit their pricing information as part of a Tender. |
| **“ProContract”** | means the e-Tendering system used by the Authority for conducting this procurement, which can be found at <https://procontract.due-north.com/> |
| **“Regulations”** | means the Public Contracts Regulations 2015 |
| **“Response”** | means the information submitted in response to this ITT via the online response forms on ProContract including the Tenderer’s formal Tender. |
| **“Tender”** | means the formal offer to provide the goods or services described in section 1.1 of Part 1 of this ITT and comprising the responses to the questions in ProContract and the Pricing Schedule. . |
| **“Tenderer”** | means anyone responding to this ITT and, where the context requires, includes a potential tenderer. |
| **“Timetable”** | means the procurement timetable set out in Part 2 of Section 1 of this ITT. |

References to a “Section” and to an “Appendix” are references to a section and to an appendix in the ITT.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or 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.

**PART 1: GENERAL**

* 1. The Authority is looking for a supplier for Trade Remedies External Research. The Authority is developing a new trade remedies framework and wishes to commission external research that will help inform decisions around the design and implementation of this framework, particularly in relation to the areas described in the ‘Specification of Requirements’ section of this Invitation to Tender.
  2. This procurement is being carried out in accordance with the open procedure as set out in the Regulations.
  3. The Authority is using ProContract for this procurement which means the ITT and the forms for submitting a Response are only available in electronic form. It can be accessed via your web browser <https://procontract.due-north.com/>
  4. Tenderers are required to submit their Response in accordance with the instructions set out in ProContract and this ITT.
  5. The information contained in the ITT is designed to ensure that all Responses are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
  6. Tenderers should read the ITT carefully before submitting a Response. It sets out:
* the Timetable and process for the procurement;
* sufficient information to allow Tenderers to submit a compliant Response;
* information regarding the award criteria and evaluation criteria which will be used to assess the Responses; and
* the administrative arrangements for the receipt of Responses.
  1. 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, it should raise a query via the clarification process described in clause 3.3 below.
  2. Tenderers are responsible for ensuring that they have submitted a complete and accurate Response and that prices quoted are arithmetically correct for the units stated.
  3. By submitting a Response, Tenderers are deemed to accept the terms and conditions in the ITT. Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information, may result in the Tenderer’s exclusion from this procurement.
  4. If there is any conflict between the information set out in the ITT and the information displayed in ProContract, the information set out in the ITT shall take precedence over the information displayed in ProContract.

**PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS**

2.1 The Timetable below is subject to change by the Authority. Tenderers will be informed accordingly.

|  |  |  |
| --- | --- | --- |
| Issue Notice in Contracts Finder and ITT | Date | 23rd January 2019 |
| Deadline for clarification questions from interested parties | Date | 7th February 2019 |
| Time | 12:00pm |
| Deadline for Responses | Date | 13th February 2019 |
| Time | 12:00pm |
| Evaluation of Responses | Start | 13th February 2019 |
| End | 18th February 2019 |
| Presentations |  | w/c 18th February 2019 |
| Contract award notification |  | w/c 25th February 2019 |
| Contract award |  | w/c 25th February 2019 |
| Contract start date |  | w/c 25th February 2019 |
| Duration of Contract |  | Ten (10) weeks |

**Budget**

2.2 The Authority has allocated a budget of fifty thousand pounds sterling (£50,000) maximum excluding VAT.

**PART 3: COMPLETION OF RESPONSE**

* 1. By submitting a Response, Tenderers agree:
* to be bound by the terms of this ITT; and
* that if the Authority accepts the Tender in writing, the Tenderer will execute the Contract in the form set out in Appendix B or in such amended form as may be agreed in writing by the Authority.
  1. The Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take an amendment into account in preparing their Responses, the Authority may, at its discretion, extend the deadline for the submission of Responses and/or any other stages of the procurement.
  2. Unless otherwise stated in the ITT or in writing by the Authority, all communications from Tenderers (including Tenderers’ sub-contractors, consortium members, consultants and advisers) during the procurement must be made using ProContract. The Authority will not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through ProContract.

**Submission of Responses**

* 1. Tenderers must complete all parts of the response form in ProContract in accordance with the instructions therein.
  2. Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via ProContract as part of a Response in accordance with the instructions in ProContract.
  3. The Response and any documents accompanying it must be in English and submitted in accordance with the ITT.
  4. Responses to the questions in Section 4: Evaluation Criteria, must be in Word format, with Arial 11-point font, and 2.54cm margins (this is the margin size where the ‘normal’ margin setting is utilised). Page count must be strictly adhered to. Any diagrams, images and supplementary information must be included within the response as stated within Section 4. Responses or attachments that go beyond the page limits as defined within Section 4 will be excluded from evaluation.
  5. Prices must be submitted in £ Sterling, exclusive of VAT.
  6. Responses will be checked for completeness and compliance with the requirements of the ITT and only compliant Responses will be evaluated.
  7. Tenderers must be explicit and comprehensive in their Response as referred to below, this will be the single source of information used to score and rank Responses. The Authority will only take account of information which is specifically asked for in the ITT.
  8. Failure to provide the information required or supply documents referred to in the bidders Response within the deadline for responses will result in rejection of the Response.
  9. Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
  10. Different persons may be responsible for evaluating different responses to questions in a Response. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Response but should answer each question so that it acts as a stand-alone response. This may mean Tenderers need to repeat certain information in responses to different questions if this is required by those questions.

**Clarifications sought by Tenderers**

* 1. Any request for clarification regarding the ITT should be submitted at the earliest opportunity via ProContract and in any event no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.
  2. The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers on ProContract other than in exceptional circumstances.
  3. If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority’s response as set out above would reveal confidential information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
* the clarification and response is not commercially sensitive or confidential; or
* all Tenderers may benefit from its disclosure,

the Authority will notify the Tenderer of this (via ProContract), and the Tenderer will have an opportunity to withdraw the request for clarification. If the clarification is not withdrawn within forty-eight (48) hours of the notification, the clarification request and Authority’s response will be published to all Tenderers.

* 1. 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.

**Changes to Responses**

* 1. Tenderers may modify their Responses prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.
  2. Tenderers may withdraw their Responses at any time by submitting a notice via ProContract. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for one hundred and twenty (120) days from the deadline for Responses.

**Receipt of Responses**

* 1. Responses must be uploaded onto ProContract no later than the time and date set out in the Timetable as the deadline for Responses. Responses received before that deadline will remain unopened until the deadline or such time thereafter when all Responses are opened together. The Authority will not consider Responses received after the deadline. The Authority may, however, at its own discretion, extend the deadline and in such circumstances the Authority will notify all Tenderers of any change.
  2. If a Tenderer experiences problems when uploading its Response, it should contact the ProContract helpdesk for assistance and also inform the Authority.

**Acceptance of Tenders**

* 1. By issuing the ITT, communicating with a Tenderer or a Tenderer’s representative or agents or any other communication in respect of this procurement, the Authority shall not be bound to accept any Tender or award any contract.

**Costs of Responding**

* 1. Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Responses, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless of the outcome of the procurement in relation to individual Responses, even if the procurement is terminated or amended by the Authority.

**Clarifications sought by the Authority**

* 1. The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Response and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond in a timely manner and/or to provide an adequate response to such a request may result in the Response being rejected.

**Confidentiality of the ITT and related documents**

* 1. The contents of the ITT and of any other documents or information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that 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 Response 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 disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
* the Tenderer is legally required to disclose the information.
  1. No Tenderer will undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Response, its contents or any proposals relating to it without the prior written consent of the Authority.
  2. 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.
  3. 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 Response. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

**Confidentiality: References and third-party evaluators:**

* 1. When providing details of contracts as part of a Response, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
  2. The Authority reserves the right to contact any named customer contact given as a reference or otherwise referred to as part of a Response. 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.
  3. Subject to clauses 3.35 to 3.39 below, the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
  4. Tenderers agree and acknowledge that the Authority may use third parties in the course of its evaluation of Responses. In submitting a Response, Tenderers agree that the Authority may disclose information contained therein to such third parties for the purposes of the Authority’s evaluation of Responses in accordance with this ITT. Tenderers acknowledge that this right shall be in addition to the provisions of clauses 3.29, 3.30 and 3.35 to 3.39.

**Freedom of Information and Environmental Information Regulations**

* 1. In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may be required to disclose information submitted to it by a Tenderer.
  2. If a Tenderer considers any information which it supplies to the Authority to be commercially sensitive or of a confidential nature, it should complete Appendix C and:
* clearly identify any information provided as confidential or commercially sensitive;
* explain the potential implications of disclosure of such information; and
* provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
  1. If a Tenderer identifies information as being of a confidential nature and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with a Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
  2. However, even where information is identified by a Tenderer as being confidential or commercially sensitive, Tenderers acknowledge that there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in 3.27 and 3.28 above). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR including whether the public interest favours disclosure or not. Accordingly, the Authority does not guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.

* 1. 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.

**Disclaimers**

* 1. Whilst the information 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 it has been independently verified.
  2. Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:
* makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
* accepts any liability for the information contained in the ITT or in any other written or oral communication (including any communications via ProContract) transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
* shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any party considering entering into contractual relationships with the Authority following receipt of the ITT should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

* 1. Neither the issue of the ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement. Nothing in the ITT or in any other communication made between the Authority and any other party should be interpreted as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) or as constituting a contract, agreement or representation that a contract shall be offered.

**Canvassing**

* 1. Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement or which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer or Response will be excluded from this procurement and its Response rejected.
  2. The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

**Conflicts of Interest**

* 1. The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
  2. Where the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after you have submitted a Response). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Response being rejected.
  3. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

**References**

* 1. It is the Authority’s policy not to provide references in relation to services received from any external organisation.

**Changes to a Tenderer’s Circumstances**

* 1. The Authority may:
* reject a Response if there is a subsequent change of identity, control, financial standing or other factor which may affect the Authority’s evaluation of the Response;
* revisit information contained in a Response at any time to take account of subsequent changes to a Tenderer’s circumstances; or
* at any point during the procurement require a Tenderer to certify there has been no material change to information submitted in its Response and in the absence of such certificate, reject the Response.

**Sub-Contracting**

* 1. Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Response should be given in respect of the prime contractor and a separate Appendix should be used to provide details of the proposed bidding model that includes:
* members of the supply chain;
* the percentage of work being delivered by each sub-contractor; and
* the key contract deliverables each sub-contractor will be responsible for
  1. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. If the proposed supply chain changes at any time after submission of its Response, the Tenderer should inform the Authority immediately via ProContract. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

**Consortia**

* 1. If the Tenderer completing the Response is doing so as part of a proposed consortium, the following information must be provided;
* names of all consortium members;
* the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
  1. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.
  2. All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.
  3. 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 in a separate Appendix. If the Tenderer does not propose to create a separate corporate entity it should set out in a separate annexe full details of its alternative arrangements.
  4. Tenderers should note, however, that the Authority may require a successful consortium to form a separate corporate entity in accordance with regulation 19(6) of the Regulations.
  5. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via ProContract of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

**Variant Tenders**

* 1. Variant Tender Responses will not be accepted by the Authority. Tenderers must submit a Tender Response in accordance with Section 2 – Evaluation Model and Section 4 – Evaluation Criteria.

**Cyber Essentials Scheme**

* 1. To be awarded a contract Tenderers must meet the requirements of the Cyber Essentials Scheme, introduced in June 2014.  The winning Tenderer shall only be awarded the Contract(s) if it is able to demonstrate that it meets the technical requirements prescribed by Cyber Essentials Scheme prior to the contract commencement date.
  2. This scheme defines a set of controls which, when properly implemented, provides organisations with basic protection from the most prevalent forms of threat coming from the internet. You can view the details of the Cyber Essentials Scheme at: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
  3. The easiest way to demonstrate that the Cyber Essentials requirements are met is to gain the Cyber Essentials certificate, which is also likely to be the most cost effective way to demonstrate compliance
  4. The Cyber Essentials Assurance Framework, leading to the awarding of Cyber Essentials and basic Cyber Essentials certificates for organisations, has been designed in consultation with SMEs, including the Federation for Small Business, to be ‘light-touch' and achievable at low cost. The two options give organisations a choice over the level of assurance they wish to gain and the cost of doing so. This scheme offers the right balance between providing additional assurance of an organisation’s commitment to implementing cyber security to third parties, while retaining a simple and low cost mechanism for doing so.
  5. For the avoidance of doubt, no Contract(s) will be signed until the winning Tenderer demonstrates that the basic Cyber Essentials requirements are met in full. Please note that it will NOT be acceptable to submit a completed Cyber Essentials Common Questionnaire as evidence of the requirements being met.  Similarly, no Sub-Contractor may be used until it has demonstrated that it meets the Cyber Essentials requirements too. The Contractor and any Sub-Contractors will need to renew their evidence of Cyber Essentials compliance at least annually.

**Pricing**

* 1. As stated above, prices must be submitted in £ Sterling, exclusive of VAT.
  2. The Contract is to be awarded as a fixed price which will be paid according to the deliverables stated in the Specification of Requirements set out in Section 3 of this ITT.
  3. The Pricing Schedule within ProContract sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any pricing submitted as part of a Tender.

**Lots**

* 1. This procurement is not divided into lots.

**Presentations**

* 1. Presentations may be required.

**Site Visit(s)**

* 1. Site visits will not be required.

**Notification of Award**

* 1. Following a decision to award the Contract, the Authority will provide reasons for its decision in an award notification letter to all unsuccessful Tenderers.

**Agency Workers Regulations**

* 1. The Tenderer shall comply with all statutory requirements as set down in the Agency Workers Regulations 2011. Further 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.

**PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY**

4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement and that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website:

[www.gov.uk/contracts-finder](http://www.gov.uk/contracts-finder)

In some circumstances, limited redactions may be made to some contracts before they are published.

**SECTION 2: EVALUATION MODEL:**

1.1. This section details how your Tender will be evaluated and the Evaluation Criteria. For all procurements covered by the Public Contracts Regulations 2015 it is mandatory for Tenderers to complete and upload the Selection Questionnaire (SQ0 which can be found on

ProContract. In the event of a Tenderer failing to meet the requirements of a mandatory

Pass/Fail criteria, the Authority reserves the right to disqualify the Tenderer from any further participation in the competition.

1.2 Tenders will be evaluated on quality and price using the Most Economically Advantageous Tender (MEAT) method as set out in the table below. The winning Tender will be the one that passes Commercial and Technical Compliance and receives the highest combined quality and price score.

1.3 The MEAT ratio for this Tender is as the following table:

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| Commercial and Technical Compliance | Pass/Fail |
| Technical (Quality) | 80% |
| Pricing | 20% |

1.4 Evaluation of Responses will comprise of the stages set out in the table below. More information on the specific evaluation criteria for specific sections of a Response are detailed in the relevant question as set out on ProContract and Section 4 of this ITT.

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Section Reference** | **Evaluation Criteria** | **Question Scoring/ Weighting (%)** |
|  | Form of Tender | This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in ProContract, your Response will be rejected as non-compliant. | Pass/Fail |
| Stage 1 | Selection Stage (Selection Questionnaire) | This stage is designed to select those Tenderers who are suitable to deliver the Authority’s requirements and will be evaluated in accordance with Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).  Failure to meet the stated selection criteria as detailed on ProContract will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority. | Pass/Fail |
| Stage 2 | Tender: Technical Requirements | This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the response form in ProContract. | Scored  B01 – Understanding the Requirement – Weighting 20%  B02 – Methodology – Weighting 25%  B03 – Project Plan and Risk Management – Weighting 10%  BA04 – Project Team and Capability to Deliver – Weighting 25% |
| Stage 3 | Pricing Schedule | Prices will be evaluated in accordance with criteria set out in the Pricing Schedule in ProContract. | Scored  C01 - Pricing Schedule – Weighting 20% |
| Stage 4 | [Interview/Presentations if applicable] | This stage [is for verification of information only and is not scored] [will be evaluated in accordance with the criteria set out in the Technical Questionnaire]. | Scored/information only. |
| Stage 5 | Award (Final Score) | A Response which passes stage 1 will be evaluated in accordance with stages 2 to 3  The final score is calculated as follows:  80% is made up of the total of Stage 2  20% is made up from Stage 3    The most economically advantageous tender will be the Response with the highest final score. | |

**PART 1: SELECTION STAGE**

* 1. The selection stage has been designed to assess the suitability of a Tenderer to deliver the Authority’s contract requirement(s). Tenderers who are unsuccessful at this stage of the procurement process will not have the remaining sections of their Response evaluated pursuant to the award stage of the process outline in Part 2 below.

**Financial standing (pass/fail)**

* 1. The Authority will review the economic information provided in response to Stage 1 within ProContract, to evaluate a Tenderer’s economic and financial standing. The Authority’s evaluation will be based on all the information reviewed and will not be determined by a single indicator.
  2. If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority’s required level of economic standing, the Authority may:
* ask for additional information, including information relating to your parent company, if applicable; and/or
* require a parent company guarantee or a performance bond.
  1. The Authority may reject a Tenderer who is unable to offer a commitment to provide a parent company guarantee or performance bond.
  2. In addition to the information provided by Tenderers in a Response, the Authority may, at the point of award, at its discretion, consult Dun & Bradstreet reports and other credit rating or equivalent reports depending on where a Tenderer is located.
  3. The Authority’s assessment of economic and financial standing will consider financial strength and risk of business failure.
  4. **Financial strength** is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There are also classifications for negative net worth and net worth undetermined (insufficient information). Financial strength will be assessed relative to the estimated annual contract value.
  5. The Authority will also consider annual turnover. For this procurement, the Authority expects the contractor to have an annual turnover for **each** of its last two (2) financial years of at least one hundred and twenty thousand pounds sterling (£120,000 GBP).
  6. In the case of a Joint Venture or a Consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two (2) financial years. In addition, the annual turnover of at least one (1) of those organisations is expected to be one hundred and twenty thousand pounds sterling (£120,000 GBP).
  7. **Risk of Business Failure** is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement.
  8. The Authority will also calculate and evaluate your:
* **operating performance:** growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses (EBITDA);
* **liquidity**: net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and
* **financial structure**: gearing ratios and interest cover.

**Technical and Professional Ability (pass/fail)**

* 1. Responses will be rejected as having failed this requirement where:
* a Tenderer fails to provide one (1) or more examples or where none of the examples provided are of relevance to the Authority’s Sspecification of Requirements in Section 3; and
* no substantive explanation is provided in the response form to the mandatory questions

**PART 2: TENDER EVALUATION: AWARD STAGE**

5.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in ProContract to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Response after the weightings in paragraph 5.3 are applied.

5.2 Each question will be scored separately, and no reference will be made between the questions.

5.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:

* the total technical scores awarded will form 80% of the final score;
* The score awarded for price will form 20% of the final score.

5.4 Each scoring question is given a weighting to indicate the relative importance of that question in the overall evaluation. Weightings for quality scores are provided with the evaluation criteria and are detailed on ProContract for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.

5.5 Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

5.6 Tenderers that score a mark of two (2) or below against any of the evaluation criteria will be eliminated from participation in this procurement exercise.

5.7 [It is anticipated that interviews will take place during the week commencing [insert date] in [insert address details and location]. The interview will consist of a short presentation from the Tenderer followed by questions and answers and will be evaluated in accordance with the criteria set out on ProContract in Section 2] OR [The Authority will not require an interview or presentation].

**SECTION 3: SPECIFICATION OF REQUIREMENTS**

**1. About the Department for International Trade – the Authority**

1.1 The UK’s Department for International Trade (DIT) was created in 2016 and is responsible for:

* Bringing together policy, promotion and financial expertise to break down barriers to trade and investment, and help businesses succeed.
* Delivering a new trade policy framework for the UK as we leave the EU.
* Promoting British trade and investment across the world.
* Building the global appetite for British goods and services.

**1.2. Context and overview**

1.3 Trade remedies form part of DIT’s responsibility to develop an independent trade policy and can provide a safety net for domestic industries against unfair trading practices and unforeseen surges of imports that cause injury to domestic industry. These remedies include:

* Anti-dumping action, which can be taken where a company exports a product at a price lower than the price it normally charges on its own home market (known as normal value) and the imports cause injury to a domestic industry.
* Countervailing duties, which can be imposed on imports that are subsidised by foreign governments and are found to be causing injury to a domestic industry.
* Safeguard measures, which can act as a temporary safety valve when a domestic industry is injured by an unforeseen surge in imports.

.

1.4 However, trade remedy actions can only be taken by a country after it has undertaken a thorough investigation and established that the relevant criteria as set out in the relevant World Trade Organisation (WTO) agreements and/or domestic legislation are met. The key WTO agreements that set this out are the Agreement on the Implementation of Article VI GATT 1994 (the “Anti-Dumping Agreement”), the Agreement on Subsidies and Countervailing Measures and the Safeguards Agreement.

1.5 When the UK leaves the European Union (EU), it will need to put in place its own trade remedies framework. The Government has introduced legislation (the Trade Bill and the Taxation (Cross-Border Trade) Bill) to create this framework, following the [White Paper](https://www.gov.uk/government/publications/preparing-for-our-future-uk-trade-policy), Preparing for our future UK trade policy. DIT would like to commission some external research to help inform its thinking in this area. The research will provide evidence that will help inform the implementation of the future policy framework, particularly in relation to the areas described in the ‘Detailed requirements’ section of this Invitation to Tender.

**2. Detailed requirements**

2.1 DIT, the Authority, is seeking a supplier to carry out economic research covering two broad themes involved in the design and implementation of a trade remedies framework:

* Identifying situations where, in the interests of calculating an accurate dumping margin, it is not appropriate to use domestic prices or costs in the exporter’s market to determine normal value under the so called “particular market situation” provisions.
* Methods of constructing normal value where it is not appropriate to use domestic prices or costs of the exporter subject to the investigation.

It is expected that the supplier will dedicate a similar amount of resource to each of these questions.

2.2 **Identifying situations where, in the interests of calculating an accurate dumping margin, it is not appropriate to use domestic prices or costs in the exporter’s market to determine normal value** - In anti-dumping investigations the investigating authority should normally use the price of the product under investigation in the exporter’s domestic market as the product’s normal value, which is compared to the corresponding export price in order to establish the dumping margin.

2.3 Under some circumstances it is not appropriate to use domestic prices to determine normal value, due to a low volume of domestic sales, no domestic sales being made in the ordinary course of trade, or the existence of a “particular market situation”. Particular market situations may include situations where prices do not reflect underlying economic costs. In such cases, investigating authorities are permitted to use prices of exports to third countries or to construct normal value on the basis of costs of production. In practice, most authorities choose the latter option.

2.4 However, when constructing normal value, it is also possible that costs of production in the accounting records of exporters in the domestic market do not represent the true economic costs of production, for example if input prices are artificially low due to government intervention. From an economic perspective, this could mean that the use of domestic costs of production might result in a normal value, and a resulting dumping margin, that does not reflect the underlying economic costs of production. An alternative method for constructing normal value may therefore be desirable, to calculate a dumping margin that reflects a situation where costs and prices in the exporting country are determined by market forces and are free from distortions.

2.5 The research should consider:

a) How, in the interests of calculating an accurate dumping margin, the investigating authority should assess whether a particular market situation exists, such that domestic prices do not reflect underlying costs and therefore it is not appropriate to use them to determine normal value.

b) How the investigating authority should identify situations where use of domestic costs and price data in the construction of normal value might generate a normal value which does not reflect the underlying economic costs of production and sale, meaning an alternative method may be desirable to calculate an accurate dumping margin.

The question of whether it is in the UK’s economic interest to take action against the dumped imports is **outside the scope** of this research.

2.6 Specific questions:

* What economic factors should be considered in assessing whether a particular market situation exists such that prices do not reflect underlying economic costs, and therefore should not be used to determine normal value as this would lead to an inaccurate dumping margin?
* When constructing normal value, what economic factors should be considered in assessing whether domestic prices and costs do not reflect underlying economic costs, and are therefore not appropriate to use in the construction, as this would lead to an inaccurate dumping margin?
* What economic evidence is relevant to these assessments, and how can this evidence be obtained?
* How should the scale and significance of any particular market situations or distortions in the domestic market be assessed? Should there be any de minimis rules?

2.7 **Methods of** **constructing normal value where it is not appropriate to use domestic prices or costs of the exporter subject to the investigation** - As described above, in some investigations it may not be appropriate to use domestic prices or costs to construct normal value. The research should consider what alternative methods the investigating authority should use in such situations to construct a normal value that reflects underlying economic costs, in order to calculate a dumping margin that reflects a situation where costs and prices in the exporting country are determined by market forces and are free from distortions.

2.8 Specific questions:

* What alternative methods could the investigating authority use to construct normal value where it has been determined that using prices and costs in the domestic market is not appropriate i.e. making adjustments to evidence etc.?
* What additional evidence could be used to supplement evidence relating to the domestic market of the exporting country? How should the suitability of additional sources of such evidence be assessed?
* In cases where producers’ costs do not reflect the full costs of production, what benchmarks might be used to adjust them?
* How do other countries construct normal value where it is not appropriate to use domestic prices and costs?

2.11 Note that the detailed questions listed above are not intended to be exhaustive. Suppliers are welcome to propose as part of their bids any additional questions that they think would be helpful to achieve the broad objectives of the research. Such additional questions should be clearly flagged in suppliers’ bids. The Authority will have the option to consider these additional questions.

**3. Skills requirements**

The following skills are considered particularly important for this work:

* Conceptual understanding of trade remedies and awareness of relevant WTO agreements
* Familiarity with trade remedies investigations, particularly the determination and construction of normal value.
* Familiarity with quantitative tools and techniques that could be used in trade remedies investigations, and the constraints under which investigating authorities operate.
* Familiarity with sources of evidence for identifying market distortions in different WTO member countries.
* Knowledge of relevant economic concepts and the ability to explain the economic intuition underlying analytical findings.
* Familiarity with the approaches used within a variety of WTO members’ jurisdictions.
* Ability to synthesise existing literature and clearly summarise and describe key findings.
* Ability to critically analyse evidence and identify and explain the underlying limitations and drawbacks.
* Ability to communicate complex technical information.
* Understanding of the use of evidence in policy making.
* Ability to distil evidence into robust implications and recommendations on how to apply these practically.
* Good drafting and report writing skills.
* Strong project management skills to ensure that deliverables are produced to time and quality.

**4. Deliverables, timescales and Reporting**

4.1 The Authority will retain ownership of all produced output from this research and final sign-off on all publications. It is expected that the Authority will publish, adhering to the publication style of government, see guidance: <https://www.gov.uk/guidance/style-guide>. Draft and interim reports will be confidential.

The main deliverables from this work will include:

* A draft interim report outlining the emerging and preliminary findings, to be provided over the course of the project.
* A draft final report outlining all findings and taking into account any feedback and comments provided to the supplier on the draft interim report, to be provided towards the end of the project.
* A final report, incorporating all feedback and comments provided to the supplier over the course of the project, to be provided at the end of the project.
* Any supplementary material not included in the reports, including any spreadsheets, annexes etc. to be provided separately in a suitable electronic format before the end of the project.

4.2 The structure and length of the final report will need to be discussed and agreed during the course of the project. The report should be provided in an accessible format to be specified by DIT.

4.3 The supplier will also be required to under the Contract Management provision described within Appendix C:

* Provide fortnightly progress updates via email and telephone, to be provided over the course of the project.

Attend up to three (3) steering group meetings over the course of the project, at the supplier’s own expense and at a venue determined by the Authority. These meetings, at the discretion of the Authority, may be held by teleconference.

4.4 The Suppliers performance throughout the term of the contract will be managed by the Authority under the Performance Management Framework as described within Appendix D.

5. **Timetable of Events**

All dates are subject to change at the discretion of the Authority.

|  |  |
| --- | --- |
| **Activity / Task** | **Timings** |
| Steering group meeting (inception) | w/c 25th February 2019 |
| Delivery of draft interim report | February 2019 |
| Steering group meeting (interim) | March 2019 |
| Delivery of draft final report provided | March 2019 |
| Steering group meeting (final) | March 2019 |
| Delivery of final report and any supplementary material | April 2019 |
| Progress updates via email and telephone | Fortnightly |

**SECTION 4: EVALUATION CRITERIA**

**PART 1: EVALUATION – SCORING METHODOLOGY FOR TECHNICAL RESPONSE**

1.1 Marks of 0-5 will be allocated against each of the Technical Criteria as per Section 2: Evaluation Model, clause 1.4.

1.2 The marks will then be totalled and multiplied by the weighting to conclude a total mark for the evaluation of the Technical Criteria.

1.3 The following table outlines the reasoning attributed to each score awarded:

|  |  |  |
| --- | --- | --- |
| **Score** | **Quality** | **Description** |
| 0 | Unanswered or totally inadequate response | No evidence provided that the Response meets the requirement. No confidence that the Tenderer can meet the requirement. |
| 1 | Poor response | Very limited evidence to support that the Response 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 Response meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement. |
| 3 | Reasonable response | Satisfactory evidence provided to support that the Response 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 Response 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 Response exceeds the requirement, leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement. |

**PART 2: EVALUATION – REQUIREMENTS OF TECHNICAL RESPONSE**

2.1 The criteria that will form the tender response is outlined in Section 2: Evaluation Model, clause 1.4.

2.2 Stage 1: Form of Tender:

|  |  |  |  |
| --- | --- | --- | --- |
| **A01** | **Form of Tender** | | **Weighting: Pass/Fail** |
| This stage is not scored but if your organisation does not upload a completed, signed and dated Form of Tender (Appendix A) in accordance with the instructions in ProContract the Response will be rejected as non-compliant. | | | |
| **Response A01** | | Please upload your organisation’s Form of Tender (Appendix A) with the file name “Your Company Name - A01” | |
| **A02** | **Commercial Compliance** | | **Weighting Pass/Fail** |
| Acceptance of the terms and conditions attached, in accordance with the instructions in ProContract | | | |
| **Response A02** | | Failure to confirm acceptance of the material aspects of the terms and conditions may result in the Response being rejected. | |

**PART 3: EVALUATION – REQUIREMENTS OF TECHNICAL RESPONSE**

3.1 The criteria that will form the tender response is outlined in Section 2: Evaluation Model, clause 1.4.

3.2 Stage 2: Technical Criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **B01** | **Understanding the Requirement** | | **Weighting: 20%** |
| The Tenderer must submit its clear and thorough understanding of the Specification of Requirements. The Response must include:   1. Their understanding of the aims and objectives of the specification including the broader context for meeting these. 2. A detailed demonstration of how the work will achieve the aims and objectives set out in Specification of Requirements. | | | |
| **Response B01** | | Please upload your organisation’s Response with the file name “Your Company Name-B01”.  Responses must be limited to four (4) A4 pages, with 11pt Arial text. The pages that are over the above limit will not be evaluated. | |
| **B02** | **Methodology** | | **Weighting: 25%** |
| The Tenderer must submit its proposed methodology and approach to achieving the objectives and answering the questions set out in part 2 of the Specification of Requirements. The Response must include:   1. The suitability of the proposed methods for answering the research questions 2. Any associated limitations in achieving the objectives and delivering the outputs. | | | |
| **Response B02** | | Please upload your organisation’s Response with the file name “Your Company Name-B02”.  Responses must be limited to six (6) A4 pages, with 11pt Arial text. The pages that are over the above limit will not be evaluated. | |
| **B03** | **Project Plan and Risk Management** | | **Weighting: 10%** |
| The Tenderer must submit a project plan detailing milestones, deliverables and timescales. The Response must include:   1. Key risks to the project and how these risks will be mitigated. 2. A description of how the project will be monitored to ensure it is delivered in terms of quality, timeliness and cost. | | | |
| **Response B03** | | Please upload your organisation’s Response with the file name “Your Company Name-B03”.  Responses must be limited to four (4) A4 pages, with 11pt Arial text. The pages that are over the above limit will not be evaluated. | |
| **B04** | **Project team and Capability to Deliver** | | **Weighting: 25%** |
| The Tenderer must submit evidence demonstrating the knowledge and application of the skills and expertise that are essential to the successful delivery of this project, as set out in clause 3 within the Specification of Requirements. The Response must include:   1. A description of the proposed project team, clarifying the roles and responsibilities of various team members, their capability and suitability for the project and the amount of their time allocated to the project. 2. How the Tenderer will ensure the skills and expertise are retained through the lifetime of the project. | | | |
| **Response B04** | | Please upload your organisation’s Response with the file name “Your Company Name-B04”.  Responses must be limited to two (2) A4 pages, with 11pt Arial text. The pages that are over the above limit will not be evaluated. CVs can be provided in addition to this limit. Each CV must be limited to two (2) A4 pages with 11pt Arial text. | |

**PART 4: EVALUATION – PRICING SCHEDULE**

4.1 Tenderers are to provide a response to the question below on the Pricing Schedule attached to the ITT documents in ProContract.

|  |  |  |  |
| --- | --- | --- | --- |
| **C01** | **Price** | | **Weighting: 20%** |
| The Tenderer must submit their total fixed price for providing the Services set out in the Specification of Requirements. | | | |
| **Response C01** | | Tenderers should complete the Commercial Envelope on ProContract. | |

4.2 Once the Tenderer has completed all elements of the Pricing Schedule, it must be uploaded to ProContract with the file name: “Your Company Name – Pricing Schedule”.

4.3 The commercial evaluation is comprised of a one (1) element:

4.3.1 Total overall Price 20% will be calculated based on the lowest gaining the full 20% award with the remaining allocated marks based on:

Score = Lowest tender price x

Tender price

4.3.2 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

**APPENDIX A**

**FORM OF TENDER**

(Print, Sign, Scan and Upload to ProContract)

To be returned by 12:00pm (UK time) on 13th February 2019

Keith Jackson

Commercial

Department for International Trade

Windsor House

50 Victoria Street

London

SW1H 0TL

TENDER FOR THE: TRADE REMEDIES EXTERNAL RESEARCH

Tender Ref: \*\*\*\*\*

1. We have examined the invitation to tender and its appendices set out below (the **ITT**) and hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing 23rd January 2019 for the period specified in the ITT.

* Response Particulars (Section 1)
* Specification of Requirements (Section 3)
* Form of Tender (Appendix A)
* Authority’s Conditions of Contract (Appendix B)

1. If this Tender is accepted, we will execute the Contract and any other documents required by the Authority within ten (10) days of being asked to do so.
2. We agree that:
3. before executing the Contract substantially in the form set out in the 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;
4. 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;
5. we are legally bound to comply with the confidentiality provisions set out in the ITT;
6. 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;

1. the Tender shall remain valid for one hundred and twenty (120) days from the closing date for Responses specified in the ITT; and
2. 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.
3. We confirm that:
   1. 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
   2. 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.
4. We undertake and it shall be a condition of the Contract that:
5. 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;
6. 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
7. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.
8. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

**Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorised to sign**

**Tender for and on**

**behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Postal Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Post Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**APPENDIX B**

**AUTHORITY’S CONDITIONS OF CONTRACT**

The Authorities Conditions of Contract that are applicable to this Invitation to Tender and any subsequent contract are attached.

**APPENDIX C**

**Governance and** **Contract Management**

1. From the commencement of the services until its completion, the Supplier will be required to produce progress reports every fortnight. These reports may be via email or telephone – at the discretion of the Authority.

1.1 The Supplier will attend Steering Group Meetings at the Authority’s premises. At the discretion of the Authority, these meetings may be held via teleconference.

1.2 The Supplier shall be responsible for any travel and subsistence costs incurred as a result of attendance at any meeting.

1.3 The contents of the progress reports will be agreed within ten (10) working days of the commencement of the services.

1.4 The Key Personnel to be present at meetings will be agreed within ten (10) working days of the commencement of the services.

**APPENDIX D**

**PERFORMANCE MANAGEMENT FRAMEWORK**

1 As part of the Authority’s continuous drive to improve the performance of all Suppliers, this Performance Management Framework (PMF) will be used to monitor measure and control all aspects of the Supplier’s performance of contract responsibilities.

2 The PMF purpose is to set out the obligations on the Supplier, to outline how the Supplier’s performance will be evaluated and to detail the sanctions for performance failure.

3 Performance management indicators for the Supplier will be listed under the following categories:

1. Contract Management

2. Delivery and support

3. Quality of Service

4. Cost

5. Continuous Improvement

The above categories are consistent within all Contract awards allowing the Authority to monitor the Supplier’s performance at both individual contract level and at enterprise level with the individual Supplier.

**Management of the PMF**

1. KPI’s shall be monitored on a regular basis and shall form part of the contract performance review.
2. Any performance issues highlighted in these reports will be addressed by the Supplier, who shall be required to provide an improvement plan (“Remediation Plan”) to address all issues highlighted within a week of the Authority request.
3. Performance failure by the Supplier may result in administrative costs to the Authority. Where failure attributable to the Supplier is identified in the Performance Management report and relates to the KPI’s then the service credit regime shall apply.
4. Key Performance Indicators (KPIs) are essential in order to align Supplier’s performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.
5. The use of a strong service credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is NOT about taking cost out of the service to the Authority.

6. KPI’s will form part of the contract performance review.

7. Where a KPI has a percentage measure the Supplier’s performance will be rounded up or down to the nearest whole number.

8. KPIs are to be agreed and finalised at the inception meeting and will be confirmed under a Contract Change Note.

9. Where a Red Status is awarded, the Supplier shall produce a Suppliers Remediation Plan, detailing the measures that the Supplier will undertake to rectify this failure as well as any measures to be introduced to prevent this failure from occurring in the future. Measures proposed may include introduction of new KPIs.

**Service Credits**

The use of Service Credits is governed by the following principles:

* Service Credits sit within the wider service management approach being pursued by the Supplier and the Authority. The use of Service Credits does not prejudice the Authority’s rights under appropriate clauses of the contract in the event of inadequate performance by the Supplier.
* The Service Credit regime would be instigated on each occasion where there is a service failure (i.e. where a KPI is identified as having a ‘Red status’). This would also give rise to a Remediation Plan.
* The Authority has full and complete discretion on whether to claim all, part or none of a Service Credit to which it is due.
* Service Credits claimed five percent (5%) of the Invoice will be applied to the subsequent invoice as a credit note.
* The full, agreed Service Credit regime shall operate from the service commencement date until the end of the Contract Period.

Service credits will be applied as follows:

* **Service Credit 1: KPI 1, KPI 2**

Unless there is written clearance by the Authority, delays to identified deliverables in KPI1and 2 will incur a deduction in payment and applicable deductions, resulting from performances in ‘red’ in the KPI table, are:

* 5% of the invoice value.

| **Metric** | **KPI** | **What is required to make this measurable** | **KPI Measurement** | **KPI Rating** | | |
| --- | --- | --- | --- | --- | --- | --- |
| Delivery | **KPI 1** –  Delivery of interim report –  **Service credit**  **1** | Deliverable is provided to the Authority within stated timescales and is of a high quality. | Delivery as per timings and requirements listed in the Specification of Requirements. | Delay in the provision of all project deliverables exceed four (4) working days.  Following notification by the Authority about poor quality of deliverables, the Supplier will produce a Remediation Plan within two (2) working days and to demonstrate evidence of improvement in quality within five (5) working days  Target for outlining steps for improvement and/or demonstrating evidence of improvement is exceeded. |  | Delivery as per timings listed in the Specification of Requirements and meeting the requirements listed in the Specification of Requirements. |
| Delivery | **KPI 2** –  Delivery of final report –  **Service credit**  **1** | Deliverable is provided to the Authority within stated timescales and is of a high quality. | Delivery as per timings and requirements listed in the Specification of Requirements. | Delay in the provision of all project deliverables exceed four (4) working days.  Following notification by the Authority about poor quality of deliverables, the Supplier will produce a Remediation Plan within two (2) working days and to demonstrate evidence of improvement in quality within five (5) working days  Target for outlining steps for improvement and/or demonstrating evidence of improvement is exceeded. |  | Delivery as per timings listed in the Specification of Requirements and meeting the requirements listed in the Specification of Requirements. |