



Department for
International Trade

Invitation to Tender

Project_1377



Department for
International Trade

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Our Reference: Project_1377

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To Whom it May Concern,

Invitation to Tender Reference Number Project_1377

1. You are invited to tender for Digital Trade and the Environment in competition in accordance with the attached document. The requirement is to develop HMG's evidence base on the links between the environment and digital trade. It will directly contribute to the development of digital trade provisions that support HMG's green agenda
2. The requirement and subsequent contract shall be for a period of 3 months. Funding has been approved in September 2021. The budget is £90,000 (including VAT), bids over this amount will be disqualified.
3. This Procurement is being carried out in accordance with the Public Contract Regulations 2015 under the Open Procurement 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 08/12/2021 Please note that this is an indicative date and may change.
5. The clarification period ends on 24/11/2021 at 16:00. You must submit your tender to arrive no later than 12 noon on 01/12/2021

Yours faithfully,

Diane Connor

Commercial Lead



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SECTION 1: INTRODUCTION

DEFINITIONS¹

TERM ²	MEANING
“Authority”	means the Secretary of State acting through the Department for International Trade acting as part of the Crown.
“Contract”	means the contractually binding terms and conditions set out in Appendix B of this ITT to be entered into by the Authority and the successful Tenderer at the conclusion of this Procurement.
“Contract Deliverables”	means the Goods and Services and any associated 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 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 and/or affect the integrity 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 attachments 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 Unless the context otherwise requires, the following words and expressions used within this ITT (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).

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.



Department for International Trade

- 1.1 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:
- Tender process and timetable for the stages of the procurement;
 - Instructions and conditions that govern this competition;
 - Information you must include in your Tender and the required format;
 - Specification of Requirements;
 - Arrangements for the receipt and evaluation of Tenders; and
 - Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
- 1.2 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.
- 1.3 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.
- 1.4 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

- 1.5 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 it has been independently verified. Neither the Authority nor 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.
- 1.6 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

- 1.7 The full text of the Contract conditions is attached at Schedule 06 to this ITT.

PART D: TENDER EXPENSES

- 1.8 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

- 1.9 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.
- 1.10 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).

- 1.11 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.

SECTION 2: KEY DATES

2.1 The key dates for this procurement are currently anticipated to be as follows.³:

STAGE	DATE AND TIME	INITIATED BY	SUBMIT TO:
Prior Information Notice published on Contracts Finder	03/11/2021	The Authority	N/A
Invitation to Supplier Engagement Event(s) ⁴	16/11/2021	The Authority	All Tenderers
Date for Confirmation of attendance at Supplier Engagement Event(s) ⁵	12:00 15/11/2021	Tenderers	The Authority
ITT Publication	17/11/2021	The Authority	All Tenderers
Deadline for Clarification Questions / Requests for additional information.	24/11/2021 16:00	Tenderers	The Authority
The Authority issues Final Clarification Questions Answers	26/11/2021 12 noon	The Authority	All Tenderers
ITT Submission Deadline	12 noon 01/12/2021	Tenderers	The Authority
Tender Evaluation	1 st -6 th December	The Authority	N/A
Contract Award Notification and Standstill Period	Start: 08/12/2021 End: 12:00 22/12/2021	The Authority	All Tenderers
Contract Award	Start: 23/12/2021 End: 07/01/2021	The Authority	The Winning Tenderer
Contract Commencement	07/01/2021	The Winning Tenderer	N/A

SECTION 3: TENDER PREPARATION AND SUBMISSION

3.1 By submitting a Tender, Tenderers agree:

- to be bound and accept the terms and conditions set out in this ITT; and

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.

⁴ Supplier Engagement Event(s) provide the Authority the opportunity to present the requirement to all Tenderers at the same time. A copy of any presentations used will be issued to all Tenderers regardless of attendance. It gives Tenderers the opportunity to ask questions about the requirement.

⁵ The Tenderer must provide the name(s) of those attending any Supplier Engagement Event(s) to the above names contact, by the date shown, so that access to the site can be arranged.



- that if the Authority accepts the Tender in writing, the Tenderer shall execute the Contract in the form set out in Schedule 7.

3.2 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

3.3 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

3.4 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

3.5 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.

3.6 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

3.7 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.

3.8 The Authority shall not accept or evaluate any Variant Tenders for this Procurement.

PART E: SUBMISSION OF TENDER

3.9 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.

3.10 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.



3.11 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.

3.12 Sample are not required for this Procurement.

3.13 The Tender shall be the single source of information used, to evaluate Tenders. The Authority shall only take account of information which is specifically asked for in this ITT.

PART F: PRICING

3.14 Prices must be submitted in £GBP, exclusive of VAT.

3.15 The Contract shall be awarded as a Firm price and shall be paid according to the Pricing Schedule.

3.16 The pricing schedule within the Authority's e-Tendering Platform (Jaggaer) identifies the minimum level of information required.

3.17 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.

3.18 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 and/or COVID-19 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

3.19 All information requested in the Tender should be given in respect of the Prime Contractor.

3.20 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.

3.21 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

3.22 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.

3.23 In accordance with Regulation 19(6) of PCR 2015, the Authority may require a successful consortium to form a separate corporate entity.

3.24 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.

3.25 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

- 3.26 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.
- 3.27 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.
- 3.28 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.
- 3.29 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

- 3.30 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.
- 3.31 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

- 4.1 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:
- 4.1..1 seek clarification of any aspect of a Tender and/or provide additional information in respect of Tenderers submission;
 - 4.1..2 visit your site
 - 4.1..3 request Tender presentations
 - 4.1..4 disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions set out in this ITT;
 - 4.1..5 disqualify any Tenderer for the provision of false, inaccurate or misleading information;
 - 4.1..6 withdraw or terminate this ITT/Procurement at any time. Any withdrawal or termination shall be notified in writing to all Tenderers;
 - 4.1..7 choose not to award any contract as a result of the current Procurement;



4.1..8 ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low.

4.2 The contract shall be entered into when the Authority sends written notification of its entry into the contract.

4.3 The Authority shall not provide any references in relation to Services received from any external organisation.

PART A: CONFORMING TO THE LAW

4.4 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.

4.5 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 a civil remedy available to the Authority or any criminal liability that your conduct may attract.

4.6 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.

4.7 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

4.8 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 purpose 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 sublicense 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

4.9 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

4.10 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.



4.11 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.

4.12 When providing details as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.

4.13 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.

4.14 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

4.15 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

4.16 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.

4.17 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.

4.18 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.

4.19 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.

- 4.20 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.
- 4.21 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

- 4.22 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.
- 4.23 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:
- 4.23..1 Details of the COI;
 - 4.23..2 Roles and responsibilities;
 - 4.23..3 Standards for integrity and fair dealing;
 - 4.23..4 Levels of access to and protection of competition sensitive information
 - 4.23..5 Confidentiality/Non-Disclosure Agreements
 - 4.23..6 The Authority's rights of audit; and
 - 4.23..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

- 4.24 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

- 4.25 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>. Suppliers shall hold Cyber Essentials Certification as a



minimum on all Government Contracts awarded which include in the transfer of identifiable data/information.

- 4.26 The Authority has conducted a Cyber Risk Assessment to identify the level of cyber risk to this requirement. It has been identified that Cyber Essentials is required.
- 4.27 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.
- 4.28 The winning Tenderer shall only be awarded the Contract(s) if they are able to demonstrate they can be certified by Cyber Essentials upon contract commencement. Tenderers must demonstrate in their Tender how this will be achieved or provide evidence of current certification.

PART I: TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

- 4.29 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 this being a new procurement. 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.
- 4.30 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.
- 4.31 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

- 5.1 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.
- 5.2 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.



5.3 The MEAT ratio for this Tender is as follows:

Award Criteria	Weighting
Commercial	Pass/Fail
Technical	80%
Price	20%

5.4 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. The score will be multiplied by the relevant weighting, as follows:

$$\text{Your score} \div \text{Maximum Score} \times \text{Question Weighting} = \text{Your Weighted Score}$$

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.

5.5 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.

5.6 For the pricing element, the total overall price 20% shall be calculated based on the lowest priced compliant tender gaining the full 20% award with the remaining marks allocated based on:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 20\%$$



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

5.7 Evaluation of Tenders shall comprise the following:

Item		Evaluation Criteria	Question Scoring / Weighting	Comments
Commercial Criteria				
1	Form of Tender (Schedule 4)	Tenderers shall complete question 1.14.2 Form of Tender located in the qualification envelope in the e-sourcing portal (Jaggaer).	Pass/Fail	Please see the Form of Tender below in this document and respond by selecting either 'I agree' or 'I do not agree'.
2	Selection Questionnaire [Schedule 05]	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. Tenderers shall complete the Selection Questionnaire within the qualification envelope in the e-sourcing portal (Jaggaer)
Technical Criteria				
1	A01: Understanding of the policy and analytical issues	The Tenderer must demonstrate their understanding of the policy and analytical issues, including the overall context, the project's aims and the	20%	Please upload response with the file name "[Insert Company Name]-A01". Responses must be limited to 2 A4



		major technical challenges associated with the project. This must include an understanding of digital and environment policies and of the UK government's approach to this area. Knowledge of analysis would be particularly helpful.		sides. The pages that are over the above limit will not be evaluated.
2	A02: Methodology	<p>The Tenderer must set out their proposed methodology to deliver the project as outlined in Schedule 7 of this ITFC.</p> <p>The Response must include:</p> <p>A detailed description of how their organisation will meet DIT's requirements as described within Schedule 7 – Specification of Requirements and the methods to be used in undertaking the project.</p> <p>An outline of the general data sources to be used, the proposed collection methodology and the level of access the Tenderer has to these proposed data sources. This may include interviews with knowledgeable experts as well as</p>	40%	<p>Please upload response with the file name "[Insert Company Name]-A02".</p> <p>Responses must be limited to 3 A4 sides. The pages that are over the above limit will not be evaluated.</p>



		<p>reviews of literature or other methodologies. The outline should clearly show the rationale for and value of each method.</p> <p>If the Tenderer proposes an alternative methodology to the one outlined within Schedule 7 – Specification of Requirements, they should justify why they have suggested it and provide as much information as possible on their intended methodology, data sources, etc. This will help DIT understand and evaluate their proposal.</p> <p>An explanation of proposed output(s).</p> <p>Tenderers should make explicit reference to any technical or practical challenges they believe may impact the delivery of each aspect of the methodology. Tenderers should provide as much detail as possible about how they expect to overcome</p>		
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		or mitigate these challenges.		
4	A03: Project plan	<p>Tenderers are to provide a comprehensive project plan, clearly detailing how they would deliver each component of the project as described in Schedule 07- Specification of Requirements.</p> <p>If the Tenderer believes outputs would be significantly improved by being delivered to slightly different delivery dates/milestones, or in a different sequential order, than proposed by the Authority in the Specification of Requirements, the Tenderer should make this clear in their response, showing how outputs would be improved. Note the firm deadline of completing project deliverables within this financial year, i.e. by end March 2021.</p> <p>The project plan must include:</p> <p>A clear and comprehensive demonstration of how</p>	10%	<p>Please upload response with the file name "[Insert Company Name]-A03".</p> <p>Responses must be limited to 3 A4 sides. The pages that are over the above limit will not be evaluated.</p>



		<p>the Tenderer intends to complete the work. This must involve a detailed project plan and timetable that highlights key milestones, including suggested meetings and progress reports. The timetable must also provide realistic estimates for doing literature reviews and secondary analysis, appraising and summarising findings, performing any analysis required to synthesise findings, producing the required outputs and writing the final reports.</p> <p>A breakdown showing the allocation of time across different components of the project by all key individual members of the proposed team. Ideally, this would explicitly specify the number of days assigned to each task and which person/grade will do each task.</p> <p>Define the level of support required from DIT and indicate how this should be managed.</p>		
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		<p>Provide strategies for ensuring flexibility and delivering the programme of work on time and to budget (including in relation to any use of subcontractors).</p> <p>Suitable working arrangements to help deliver a successful programme of work, including co-ordinating communication with any subcontractors and with DIT, and including regular update meetings and progress reports.</p> <p>A risk register that outlines potential risks, their severity and likelihood and what measures they will put in place to mitigate against risks.</p> <p>Quality Control and Quality Assurance procedures and how you will respond to any concerns about quality.</p>		
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5	A04: Resources	<p>Tenderers are required to outline the resources that will be utilised for this project and demonstrate that they will have personnel with relevant experience and sufficient resources available for the duration of the contract.</p> <p>The Response must include:</p> <p>A description of the overall capabilities of the project team assigned by the Tenderer, with explanations of how they are relevant to the project's aims and deliverables, as outlined in the Specification of Requirements.</p> <p>A description of the extent of the project team's applied experience regarding the required methods and activities.</p> <p>A description of the team's familiarity with the relevant literature and data environment.</p>	10%	<p>Please upload response with the file name "[Insert Company Name]-A04".</p> <p>Responses must be limited to 3 A4 sides. The pages that are over the above limit will not be evaluated. Please note that organograms and CVs submitted as part of your response to question A04 will not form part of the page count, but are to be limited to a maximum of two (2) pages per CV and should only include work experience relevant to this requirement. Organogram and CVs should be uploaded with this response and not as an additional attachment. Any additional attachments will not be reviewed for evaluation.</p>
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		<p>Where applicable, examples of relevant previous projects that the organisation and the individuals involved in this project have completed, along with their relevant knowledge and field(s) of expertise. This should include CVs where relevant.</p> <p>An explanation of how the Tenderer will ensure continuity of personnel and sufficient resourcing during the life of the contract.</p> <p>A demonstration that the Tenderer will have capacity to carry out the project requirements in a timely manner.</p> <p>An organogram showing clear reporting lines and accountability structure, including between the main contractor and subcontractors if relevant.</p>		
Price				



6	B01: Price	<p>The Tenderer must submit a completed pricing schedule.</p> <p>The fixed fee within the Pricing Schedule will be paid to the winning tenderer upon the Authority accepting that all the deliverables outlined in Schedule 7 have been delivered. The budget is £90,000 (including VAT), bids over this amount will be disqualified.</p>	20%	Please upload response with the file name "[Insert Company Name]-Pricing Schedule".
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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.⁶	
If the consortium is not proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority⁷	
Any other information	

SCHEDULE 03 – TENDERERS COMMERCIAL SENSITIVE INFORMATION FORM

Contract Ref No	
Description of Supplier's Commercially Sensitive Information⁸	
Cross reference(s) to location of sensitive information	

⁶ 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".

⁷ 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).

⁸ 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.



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

Tenderers shall complete question 1.14.2 Form of Tender located in the qualification envelope in the e-sourcing portal (Jaggaer).

[insert company name]

[insert address]

[insert point of contact]

[insert email address]

[insert telephone number]

ITT: 1377_Digital Trade and the Environment Research project

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

2. We have examined the ITT and accompanying schedules set out in this ITT and hereby offer to provide the Services specified in this ITT and in accordance with the attached documents to the Authority commencing [insert date] for the period specified in this ITT.
3. 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.



4. We agree that:
- a) 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;
 - b) 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;
 - c) we are legally bound to comply with the confidentiality provisions set out in this ITT;
 - d) 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;
 - e) the Tender shall remain valid for 120 days from the closing date for Tenders specified in this ITT; and
 - f) 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.
5. We confirm that:
- a) 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
 - b) 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:
- a) 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;
 - b) 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
 - c) 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

To be completed on Jaggaer e-procurement platform

SCHEDULE 06 – CONTRACT CONDITIONS

See attached “Digital Trade and the Environment – Contract Terms & Conditions DRAFT”



SCHEDULE 07 - SPECIFICATION OF REQUIREMENTS

SCHEDULE 07 - SPECIFICATION OF REQUIREMENTS

Background / Policy context

With the expansion of the digital economy, digital trade plays an increasingly important role in international trade.

Project Aims and Objectives

The primary aim of this project is to understand how digital trade policy and digital trade provisions in future FTAs can play a role promoting HMG's clean growth and climate change objectives.

The project will help us gain a better understanding of the environmental impact of digital trade provisions in existing agreements (such as CPTPP, DEPA, DEA). This evidence will be crucial for understanding how digital trade does – or does not – support the government's Net Zero commitment and what more can be done to support it. At present, we have relatively little evidence on this.

There is no internationally agreed definition of digital trade, however, for this research we will use the one proposed in the OECD-WTO-IMF Handbook on Measuring Digital Trade¹. Digital Trade is '*digitally ordered trade (i.e. e-commerce) and digitally delivered trade, which can be proxied by mode 1 (i.e. cross border) services trade, although digital will also be involved in other services modes of supply.*' While measures of non-monetary data flows are not currently available, this research should also consider the impact of these data flows on the environment. For this project, when we refer to environmental costs or impacts, we are primarily interested in greenhouse gas (GHG) emissions.

Research questions

The successful tenderer must address each of these questions

Theme 1: Impact of digital trade and data on the environment

- How does digital trade currently promote sustainability (GHG emissions and net zero goals)? How does this vary, if at all, across different sectors of the economy?
- What are the environmental costs of digitally delivered services trade (i.e. mode 1)? How does this compare with other modes of supply?
- What are the environmental costs associated with data centres and how does this vary by country or by e.g. electricity supply?
- How has substitution away from international travel and towards digital communication (e.g. any shift from mode 4 to mode 1 services) during the global pandemic affected emissions?
- What are the environmental costs of digitally ordered trade (i.e. e-commerce)?
- To what extent does the environmental impact of the UK's digital trade vary by trading partner? *We would like to discuss with the supplier the geographical regions to consider, but likely areas of interest are Asia-Pacific, North America and India.*
- How can emerging technology support environmental goals?



Theme 2: Environmental impact of digital provisions in bilateral and multilateral agreements

- How do existing provisions on digital and data in agreements like CPTPP, DEPA or DEA affect GHG emissions and the environment? *Note, the specific agreements mentioned are illustrative; we would like to discuss the most suitable agreements to examine with the supplier.*
- Have provisions to reduce or limit data localisation reduced emissions? If so, how have they achieved this?
- What is the environmental impact of digital trade facilitation measures (e.g. e-trust, paperless trading)?
- In what ways can open government data support innovation and progress in tackling environmental issues, including moving towards net zero emissions?
- Where are the opportunities for international cooperation on digital trade and sustainability?
- What else could be done in FTA digital trade/e-commerce chapters (or other provisions on digital and data) to promote positive environmental outcomes, including other environmental impacts beyond GHG emissions?
 - For example, how could the digital trade chapter (or other parts of an agreement) address the issue of electronic waste?
 - For example, how could the digital trade chapter (or other parts of an agreement) support the corporate disclosure of environmental data?

Methodology

The successful tenderer must perform a literature review on the environmental impact of digital trade and the implication for digital and data provisions in FTAs. The Literature review must consider:

- *existing data/analysis on GHG emissions from different types of digital trade (digitally delivered and digitally ordered);*
- *existing data/analysis on GHG emissions for service sectors (e.g. using WIOD, ONS, OECD input-output data)*
- *existing evidence on environmental impact of digital provisions in FTAs.*

The successful tenderer must also gather qualitative evidence by conducting interviews with leading experts, academics and researchers currently working on digital trade and data and its environmental impact.

Number of interviews – a minimum of 10 interviews.

Individuals to be interviewed – We expect the supplier to propose a list of individuals to be contacted, which will then be discussed and agreed with DIT.

Contacting interviewees – DIT may be able to facilitate introductions with some individuals.



Deliverables

1. Initial meeting with Project Manager and DIT team to discuss scope, strategy and risks. To be held once project has been awarded via an MS Teams meeting. This will set the agenda and the future dates for the interim meetings/weekly progress meetings.
2. Update meetings (via MS Teams) on progress, to be held weekly following the initial meeting.
3. Weekly written updates on progress (both update meetings and written updates should include updates on completed interviews and headline provisional findings, as appropriate).
4. Transcripts and summaries of all interviews, to be delivered on an ongoing basis during the project as these are completed (all transcripts and summaries to be delivered before project completion).
5. Draft report to be submitted 28th February 2022.
6. Slide deck summarising main findings, presented to DIT officials by the supplier 28th February 2022.
7. Final report, taking account of DIT feedback on the draft report. Provided 24th March 2022. The report must be quality assured by the supplier. It must be formatted according to HMG publication [guidelines](#); DIT may choose to publish the report, or some or all of its findings, externally. The report must include three sections, as well as an executive summary.
 - The first part of the report should review the evidence on the environmental impacts of digital trade and summarize the available data (addressing the research questions set out in Theme 1 above).
 - The second part of the report will link this to digital provisions in existing FTAs (addressing the research questions set out in Theme 2 above).
 - A third short section will outline key proposals for how digital trade could best support environmental objectives, along with a) suggested methodology to achieve, b) estimated timescale, c) risks.

Audience

Policy and analyst teams in DIT are the direct customers of this research. The report must be quality assured by the supplier. It must be formatted according to HMG publication [guidelines](#); DIT may choose to publish the report, or some or all of its findings, externally.

Project Management

A Steering Group made up of policy and analytical staff, key stakeholders and a Contract Manager will guide the project. The Steering Group will monitor progress and provide advice, support and guidance on project scope, methodology, policy focus and research outputs. The Governance arrangements are set out in the tables about Personnel and Governance below.

a. Personnel



Project Director	The Project Director cannot be replaced until completion unless there are extenuating circumstances that makes the project director no longer available.
Core Delivery Team	The supplier to provide named individuals who will make up the core delivery team. The supplier should also outline how they will provide delivery team cover, should this be necessary.

b. **Governance**

Meeting/report	Content	Frequency	Format
Kick-off meeting	Project planning, set out what we expect from the project, discuss background and how the project will be managed. Include discussions on future working groups	1 meeting at project initiation	Microsoft Teams.
Weekly working group Meeting along with weekly written updates.	Contract performance. Weekly call to discuss project progress and findings from the weekly written updates. This will be with project manager and working group and supplier.	Weekly.	Microsoft Teams for weekly meeting and Microsoft word/excel for weekly written updates.
Report	<ul style="list-style-type: none"> Provide written summaries and full transcripts of interviews with the 10 academics as and when they are taking place. 	Weekly during the interview process. Can be included in the weekly updates.	Microsoft word or excel.

Page Break

Timetable

- Initial meeting with researcher to discuss strategy- Once research is underway Date to be arranged once project has been awarded.
- Weekly interim updates on progress and findings. Commencement date to be arranged once project has been awarded.
- Supplier to Submit first draft report – February 28th 2022.
- 1 week for DIT to review
- Contractors undertake second phase of literature review to explore additional feedback.
- Slide deck summarising main findings, presented to DIT officials by the supplier 28th February 2022.
- Supplier Submission of final report, project completes and final presentation – 24th March 2022

