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Our Reference: Project_1378

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To Whom it May Concern,

Invitation to Tender: Project_1378

1. You are invited to tender for a UK-China Two Way Foreign Direct Investment Monitoring Project in competition in accordance with the attached document. The requirement is for a quarterly monitoring service of UK-China investment flows that provides frequent and timely deal-level data on investments made in both directions (with accompanying deal characteristics) and summary analysis of key trends and developments. This project will provide a stronger evidence base to reinforce inwards and outwards FDI support work and wider investment policy work.

The requirement and subsequent contract will run until the end of FY 2022/23.

2. The maximum budget allocated for this project is £100,000 inc VAT total, over two years (FY 2021/22 and FY 2022/23). Spending is capped at £60,000 inc VAT in year one (FY 2021/22); spending in year two (FY2022/23) is subject to spending review approval. Bids over the cap will be disqualified.
3. Year one (FY 2021/22) spending shall be one annual payment and include the costs for set up, four sets of quarterly data, four quarterly analysis notes and one annual analysis note (as detailed in Schedule 7 of this ITT). Year two (FY22/23) spending shall be four quarterly payments and include the costs for four sets of quarterly data, four quarterly analysis notes and one annual analysis note (as detailed in Schedule 7 of this ITT).
4. Please refer to the Pricing Schedule uploaded as a separate attachment to this ITT for further information.
5. This Procurement is being carried out in accordance with the Public Contract Regulations 2015 under the Open (non-OJEU) procedure. Tenderers can submit a bid as a single legal entity, with other legal entities (to form a consortium) or with named sub-contractors.



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6. The anticipated date for the contract award decision is 13/12/2021 Please note that this is an indicative date and may change.
7. The clarification period ends on 12 noon 23/11/2021 You must submit your tender to arrive no later than 12 noon 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 Schedule 6 of this ITT to be entered into by the Authority and the successful Tenderer at the conclusion of this Procurement.
“Contract Deliverables”	means the 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 Schedule 6: 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.



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- 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:
 - a. Tender process and timetable for the stages of the procurement;
 - b. Instructions and conditions that govern this competition;
 - c. Information you must include in your Tender and the required format;
 - d. Specification of Requirements;
 - e. Arrangements for the receipt and evaluation of Tenders; and
 - f. 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



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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:
ITT Publication	17/11/2021	The Authority	All Tenderers
Deadline for Clarification Questions	12:00 23/11/2021	Tenderers	The Authority
The Authority issues Final Clarification Questions Answers	17:00 25/11/2021	The Authority	All Tenderers
ITT Submission Deadline	12 noon 01/12/2021	Tenderers	The Authority
Tender Evaluation	1 st – 13 th December	The Authority	N/A
Contract Award Notification and Standstill Period	Start: 13/12/2021 End: 00:01 29/12/2021	The Authority	All Tenderers
Contract Award	Start: 6/1/2022 End: 11/01/2022	The Authority	The Winning Tenderer
Contract Commencement	12/01/2022	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
- 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.

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.



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 fixed milestone payments and shall be paid according to the Specification of Requirements.

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



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- 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 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 disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions set out in this ITT;
 - 4.1..3 disqualify any Tenderer for the provision of false, inaccurate or misleading information;
 - 4.1..4 withdraw or terminate this ITT/Procurement at any time. Any withdrawal or termination shall be notified in writing to all Tenderers;
 - 4.1..5 choose not to award any contract as a result of the current Procurement;
 - 4.1..6 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 an 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 purposed of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Agent's business activities. This license shall also permit the Agent to 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



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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. Standstill will be required for this procurement.

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 the services required by the customer are new. 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. Weighting 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 complaint 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



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- Tenderer C score = £3000/£8000 x 20% (maximum marks available) = 8

PART B: TENDER EVALUATION MATRIX

5.7 Evaluation of Tenders shall comprise of the following:

<u>Item</u>		<u>Evaluation Criteria</u>	<u>Question Scoring / Weighting</u>	<u>Comments</u>
Commercial Criteria				
1	Form of Tender Schedule 04	Tenderers shall complete question 1.14.2 Form of Tender located in the qualification envelope in the e-sourcing portal (Jaggaer).	Pass / Fail	Please 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. Please complete the qualification envelope located in the Jaggaer e-sourcing portal.
Technical Criteria				
4	A01: Understanding of the brief	Tenderers must provide evidence of their understanding of compiling and analysing data on foreign direct investments within an international policy context. The response must demonstrate the Tenderer's capabilities in the following: 1. Knowledge and understanding of foreign direct investment flows, investment policies and	10%	Please upload response with the file name "[Insert Company Name]-A01". Responses must be limited to 4 A4 sides using Arial font size 11.



		<p>understanding of the UK and Chinese markets relating to the areas of this project.</p> <p>2. Knowledge of methods for compiling deal/project level data on foreign direct investment including having a broad understanding of the methodological constraints and limitations associated with these.</p> <p>3. Knowledge and understanding of the key developments and current issues relating to direct investment in an international trade and investment policy context.</p> <p>4. Understanding of the wider UK policy context and DIT priorities in these areas.</p>		<p>The pages that are over the above limit will not be evaluated.</p>
5	A02: Organisational Experience and Capability	<p>Tenderers are to provide evidence of their organisational experience and capability to meet the requirements of the project as set out in Schedule 07 (Specification of Requirements). The response must include details of previous projects and/or publications that the tenderer's organisation has produced that are relevant to areas covered by this project and describe relevant skills, experience and resources of the tenderer's organisation.</p> <p>Please demonstrate and include examples of:</p> <p>1. Experience of your organisation compiling data on international foreign direct investment flows at the individual project/deal level.</p> <p>2. Experience of your organisation in delivering research projects analysing foreign direct investment and relevant policies.</p> <p>3. Understanding of the China market and Chinese companies, and</p>	25%	<p>Please upload response with the file name "[Insert Company Name]-A02".</p> <p>Main responses must be limited to 4 A4 sides using Arial font size 11.</p> <p>CVs for individual project team member can be provided alongside the main response (and do not count towards main response page limit). CVs limited to 2 A4 sides using Arial font size 11 per person.</p>



		<p>capacity to produce data and/or research on relevant China topics.</p> <p>4. Demonstrate experience of producing research up to the standard of large international organisations and/or the UK government.</p> <p>5. Provide detail of the main project team for carrying out this project and demonstrate their capability to deliver the project required (CVs for individual project team members may be provided in addition to the main response).</p>		<p>The pages that are over the above limit will not be evaluated.</p>
6	A03: Methodology	<p>Tenderers must provide a detailed description of how their organisation will meet DIT requirements regarding the methods as described within section 6 (Methodological skills and expertise) in Schedule 07 (Specification of Requirements).</p> <p>As part of their response, tenderers must</p> <p>1. Demonstrate their capability to provide data collection solution(s) for foreign direct investment flows, based on their own methodology, technical capabilities and network. Responses should also include justifications as to why these methods are appropriate for this specific research project.</p> <p>2. Demonstrate the capability of their proposed solution(s) to produce deal / project level data on foreign direct investment transactions on an ultimate investor basis, with appropriate primary and secondary deal characteristics for each deal.</p> <p>3. Demonstrate the technical capacity to carry out all relevant technical aspects of their own proposed research solution(s), such as web-scraping, data-mining and statistical research methods.</p>	35%	<p>Please upload response with the file name "[Insert Company Name]-A03".</p> <p>Responses must be limited to 8 A4 sides using Arial font size 11.</p> <p>The pages that are over the above limit will not be evaluated.</p>



		<p>4. Demonstrate the technical capacity to make robust statistical estimates of relevant data points (such as deal values) where official announcements do not exist, and outline how their organisation would deal with other potential data challenges.</p> <p>5. Demonstrate the capacity to produce summary quantitative analysis of the data collected and qualitative analysis of relevant market and policy information, for producing quarterly and annual summary notes.</p> <p>6. Where additional / supplementary data is being offered as part of a bid and its methodologies differ from the core dataset, tenderers should demonstrate the robustness of methodologies used to produce additional elements.</p> <p>7. Set out a detailed understanding of each method used in the project including strengths and limitations, practical considerations, challenges, key analytical requirements and any other relevant issues in using these methods.</p> <p>8. Outline innovation your organisation would bring to achieve the deliverables to be delivered under this Project. Innovative approaches to data collection, analysis and presentation would be welcomed.</p>		
7	A04: Project Management	<p>The Tenderer must outline their organisation's proposed project management approach for this project, which must include:</p> <p>1. An outline of how the Tenderer will maintain regular communication with DIT to ensure progress is reported effectively and any potential difficulties are raised in a timely fashion.</p>	5%	<p>Please upload response with the file name "[Insert Company Name]-A04".</p> <p>Responses must be limited to 2 A4 sides using Arial font size 11.</p>



		<p>2. An outline of how sub-contractors (if applicable) will be managed effectively including clear roles and responsibilities.</p> <p>3. A demonstration of the Tenderer's experience of managing projects and delivering on time and to budget, including responding rapidly and effectively to changing priorities and the need to reallocate resources.</p> <p>4. How the tenderer manages governance / contract management processes to ensure continuity of service provision despite any personnel absences or changes.</p> <p>5. How the Tenderer will deliver against both Delivery and Quality focuses KPIs (as outlined in this project's KPIs document) throughout the lifetime of the project.</p>		<p>The pages that are over the above limit will not be evaluated.</p>
8	A05: Managing Risk, Quality and GDPR Compliance	<p>The Tenderer should outline the approach they will take to managing risks, quality assurance and GDPR compliance for this project. Responses must include:</p> <p>1. A risk register for the delivery of this project including how the following will be identified and assessed:</p> <ul style="list-style-type: none"> ○ The nature of the risk. ○ Its impact on delivery. ○ Responsibility for management and mitigation measures. ○ An outline of the Tenderer's approach to ensuring effective quality assurance for this project. ○ An outline of the Tenderer's approach to meeting the requirements of GDPR including the tenderer's strategy for minimising risks in this area. 	5%	<p>Please upload response with the file name "[Insert Company Name]-A05".</p> <p>Responses must be limited to 2 A4 sides using Arial font size 11.</p> <p>The pages that are over the above limit will not be evaluated.</p>



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Price				
	B01: Price	The Tenderer must submit completed Pricing Schedule. Any bids that are over budget will be excluded from competition and will not be evaluated.	20%	Please upload response with the file name "[Insert Company Name]-Pricing Schedule".

SCHEDULE 01 – TENDERERS SUB-CONTRACTING INFORMATION FORM

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

SCHEDULE 02 – TENDERERS CONSORTIUM INFORMATION FORM

Contract Ref No	
Lead member of consortium who will be contractually responsible for delivery of the contract	
Consortium Members	
Are any of the consortium members a Small Medium Sized Enterprise (SME)	
If the consortium is proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority. ⁴	

⁴ If the Tenderer proposes to create a separate legal entity such as a Special Purpose Vehicle (SPV), the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity titled "Special Purpose Vehicle Entity".

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If the consortium is not proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority⁵	
Any other information	

SCHEDULE 03 – TENDERERS COMMERCIALLY SENSITIVE INFORMATION FORM

Contract Ref No	
Description of Supplier's Commercially Sensitive Information⁶	
Cross reference(s) to location of sensitive information	
Explanation of sensitivity	
Details of potential harm from disclosure	
Period of confidence	
Contact details for Transparency/FOI matters	Name: Position: Address: Telephone Number: Email Address:

SCHEDULE 04 – FORM OF TENDER

To be returned by 12 noon on 30th November 2021

⁵ Include full details of its alternative arrangements including details of any sub-contractors (which could be by including a copy of the completed sub-contractors form).

⁶ You are advised to provide as much information as possible. The Authority shall endeavour to maintain the confidentiality of the sensitive information, but the ultimate decision on whether to publish or disclose lies with the Authority.



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[insert company name]	[insert address]	
[insert point of contact]		
[insert email address]		
[insert telephone number]		
ITT: project_1378 - UK China Two Way Foreign Direct Investment Monitoring 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 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:		

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- 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

<u>Section 1</u>	<u>Potential supplier information</u>	
<u>Question number</u>	<u>Question</u>	<u>Response</u>
1.1(a)	Full name of the potential supplier submitting the information	



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1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	

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1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ⁷ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ⁸ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁹ (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable)	

⁷ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

⁸ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

⁹ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.



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	- Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
Section 1	Bidding Model	
Question number	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.	
	Name	
	Registered address	
	Trading status	
	Company registration number	
	Head Office DUNS number (if applicable)	
	Registered VAT number	
	Type of organisation	



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	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					
Section 1	Contract Details and Declaration					
1.3	<p>I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.</p> <p>I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.</p> <p>I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.</p> <p>I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.</p> <p>I am aware of the consequences of serious misrepresentation.</p>					
Section 2	Grounds for mandatory exclusion ¹⁰					
<u>Question Number</u>	<u>Question</u>	<u>Response</u>				
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>					
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)				
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)				
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)				

¹⁰ The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.



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	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	
Section 3	<u>Grounds for discretionary exclusion</u>	



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<u>Question Number</u>	<u>Question</u>	<u>Response</u>
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract,	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2



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	damages or other comparable sanctions?	
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	
Section 4	Economic and Financial Standing	
Question Number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement,	Yes <input type="checkbox"/> No <input type="checkbox"/>



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	Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of Organisation		
Relationship to the Supplier completing the questions		
Question Number	Question	Response
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Section 6	Modern Slavery Act 2015: Requirements under the Modern Slavery Act 2015¹¹	
Question Number	Question	Response
6.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
6.2	If you have answered yes to question 7.1 are you compliant	Yes <input type="checkbox"/> Please provide the relevant url ...

¹¹ ¹¹ For details on how to report potential instances of modern slavery, refer to [PPN 05/19: Tackling Modern Slavery in Government Supply Chains](#).



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	with the annual reporting requirements contained within Section 54 of the Act 2015?	No <input type="checkbox"/> Please provide an explanation
Section 7	Cyber Essentials	
Question Number	Question	Response
7.1	Please confirm that you will be able to demonstrate that you meet the technical requirements prescribed by Cyber Essentials Scheme as identified at Section 4 Part H to this ITT by the commencement date.	Yes <input type="checkbox"/> No <input type="checkbox"/> Please provide an explanation
Section 8	Insurance	
Question Number	Question	Response
8.1	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated within.</p> <p>Employer's (Compulsory) Liability Insurance = Five Million Pounds Sterling (£5,000,000)</p> <p>Public Liability Insurance = Five Million Pounds Sterling (£5,000,000)</p> <p>Professional Indemnity Insurance = Two Million Pounds Sterling (£2,000,000)</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/> Please provide an explanation
Section 9	Compliance	
Question Number	Question	Response
9.1	Please attach Form of Tender (Schedule 5)	
9.2	Please confirm acceptance of the Contract Terms and Conditions	

SCHEDULE 06 – CONTRACT CONDITIONS

See attached "UK-China Two Way Foreign Direct Investment Monitoring Project – Contract Terms & Conditions DRAFT"



SCHEDULE 07 - SPECIFICATION OF REQUIREMENTS

Background / Policy context

The Department for International Trade (DIT) is seeking to more comprehensively monitor and analyse foreign direct investment (FDI) flows between the UK and China. Official national statistics on FDI flows are published infrequently, released in relatively slow time and aggregated at a high level. This project seeks to deliver more regular, timely and detailed data with accompanying analysis on two-way UK-China FDI flows providing a stronger evidence base to support FDI into the UK, outwards FDI involving UK companies and wider investment policy work.

Project Aims

This project will provide a wide range of benefits including:

- Better direction of DIT's FDI, ODI and Capital Investment support activities as well as understanding the impact of such activities.
- Improved monitoring and understanding of two-way UK-China investment patterns, particularly of investors / investments in which DIT does not play a supporting role.
- Improved understanding of UK-China M&A patterns and investor preferences.
- Improved monitoring of UK investment patterns in China; leading to improved prioritisation of in-market business environment and market access work
- Improved understanding and monitoring of UK-China investment trends with significant policy implications.
- Improved monitoring of impacts on investment trends and patterns arising from investment relevant policy changes in the UK or China.
- Improve the evidence base with which to engage internal and external stakeholders.
- Provide secondary benefits to other government departments through improved internal knowledge.

Project objectives

For the duration of the project term, the project supplier will deliver a quarterly monitoring service of UK-China investment flows that provides frequent, timely and detailed raw data on investment deals in both directions (with accompanying deal characteristics) and summary analysis.



Research Questions

Core data: Over the term of the monitoring project, the supplier will produce a dataset each quarter that includes:

- **Project level Granularity:** this dataset will include individual line-by-line entries for each foreign direct investment within the scope and above the agreed minimum project value threshold (for example £1 million, or lower).
- **Primary Investment Characteristics:** for each project line-entry, this dataset will include: the Value of the Investment; Date of investment; Name of investing company; Name of other relevant investment transaction parties such as the target company (if acquisition); Sector / industry of investment parties; Type of investment made (Greenfield vs Acquisition); Location of investment project and/or company acquired; and Location of HQ of investing company.
- **Secondary Investment Characteristics:** we are also seeking to maximise information on secondary deal characteristics, and invite suppliers to suggest which criteria data they can provide based on their own capability. For example, this information might include: resulting ownership stake / structure of investment project or target (e.g. minority, majority, exact % share); nature of investing enterprise, investment target and/or other significant stakeholders in the project or target (Private, State-owned, JV, etc); information on the number of jobs created and/or saved as part of the investment; and relevant information concerning the existing international footprint of the transaction parties (for example whether they are a first time or experienced investor).

Analysis: Over the term of the monitoring project, each quarter the supplier will provide a concise summary analysis note and analyst time to discuss findings via a call. At the end of each calendar year, the supplier will provide a year-end summary analysis note. These notes could include:

- Key trends in UK-China bilateral FDI over the relevant period (e.g. overall levels, sector pattern, significant trends in secondary characteristics). Highlights of key policy developments, and policy-relevant deals or trends.
- Comparisons with broader patterns of Chinese investment.

Additional / Preferred: Based on individual suppliers capabilities, more frequent updates based on the core dataset and additional data, reports and/or research capability beyond the core datasets and analysis would be highly preferable and will improve the competitiveness of a supplier's bid.

- Additional and more regular investment updates, for example monthly updates of the core investment dataset without summary analysis.
- Additional data and/or analysis on China's investment with other significant partners and/or regions.
- Additional historical data and/or analysis on UK-China investment patterns to enable comparisons (aggregate level or individual transactions).
- Data, research or analysis on additional forms of non-FDI investment (such as portfolio, PE or VC).
- Access to existing investment research produced by the bidder.
- Additional analyst hours to be used on bespoke research / tasks



Methodology

Tenderers should propose research and data collection solutions based on their own methodology, technical capabilities and network (methods might, for examples, include data-mining, web-scraping, statistical and research methods, or industry contacts). Data on the primary and secondary characteristics of individual transactions should be based on official announcements or on best-available estimates. The sources used in compiling the data may include (although should not necessarily be limited to):

- Press reports
- Official press releases
- Official company / corporate filings
- Company / corporate reports
- Official national statistics
- Industry groups and associations
- Industry experts / academics
- Business contacts

The FDI data produced should include M&A deals, greenfield FDI projects and Expansions (with the nature of each deal clearly marked inside the dataset). Investments should be calculated on an Ultimate Investor Location basis (i.e. not an Immediate Investor Location basis) to account for the use of third locations to route investment flows. Tenderers should explain and justify their methodology for calculating and presenting statistics within their bid.

Summary analysis notes should combine quantitative analysis of the collected data with relevant qualitative industry knowledge and policy analysis.

This is a suggested methodology and we would welcome tenderers alternative suggestions within their methodology response, providing that they also meet the project aims and objectives. Tenderers should justify why they have suggested an alternative approach.

Given the scope of the project, we would welcome bids that include subcontracting arrangements. Contractors should ensure that they have knowledge and experience of FDI investment data and policy, including qualitative and quantitative research skills. Bids should contain the necessary skills and experience to deliver the project in a robust and rigorous way. Where multiple organisations are involved in a bid, it must be clear how the different strands of the team will link and work together.

Deliverables

Proposals should include the following outputs.

Quarterly data:

- Aggregate data on the levels of UK-China FDI flows.



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- Disaggregated data on the value of all the individual two-way FDI transactions whose value is above a set threshold to be agreed with the supplier (for example £1 million, or lower)
- Primary and secondary characteristics of each deal, such as: name of transaction parties, location, industrial sector, nature of investment, etc.

Format: Each quarter the supplier will provide data in an accessible format such as Excel or CSV files.

This is our preferred style of presenting the information, but we would welcome tenderers to suggest alternative and innovative ways to present the information and key findings (e.g. interactive visualisations) based on their own expertise and capabilities.

Quarterly summary analysis:

- Key trends in UK-China two-way FDI over the given quarter such as overall levels, sectoral patterns, trends in secondary characteristics.
- Comparisons to broader patterns of China's inbound/outbound investment, and the UK's own inbound/outbound investment.
- Highlights of key policy developments and related notable deals and trends.

Format: Each quarter the supplier will provide a piece of summary analysis in the form of a PDF or Word document. This is our preferred style of presenting the information, but we would welcome tenderers to suggest alternative and innovative ways to present the information and key findings based on their own expertise and capabilities.

Quarterly discussion:

- Quarterly video conference and/or visit with supplier's analyst(s) to discuss key findings, wider trends and test conclusions.

Annual summary analysis note:

- In addition to the quarterly notes, at the end of each calendar year within the scope of the project, the supplier will provide an annual summary note covering key trends for the year.

Format: Each calendar year the supplier will provide an additional concise summary analysis in the form of a PDF or Word document. This is our preferred style of presenting the information, but we would welcome tenderers to suggest alternative and innovative ways to present the information and key findings based on their own expertise and capabilities.

Proposals including additional outputs would be preferred, as willing to be offered by the supplier as part of their bid. These could include:

More regular data updates:



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Quarterly data updates with summary analysis notes and analyst discussions are the main investment monitoring deliverables of this project. However, receiving some form of additional data updates would be highly advantageous / preferred to monitor key investments in quicker time. For example, this could be monthly data-only updates (i.e. no accompanying analysis), with simplified data (e.g. preliminary value estimates or incomplete secondary characteristics) and delivered in a simplified format (e.g. excel sheets).

Additional contextual data and/or analysis:

Such as additional data and/or analysis on: China's investment with other significant partners; UK investment with other partners; historical UK-China investment; and other forms of non-FDI investment. For example, this data could be provided separately and/or included within relevant quarterly and annual analysis.

Additional research hours:

Additional analyst hours to be used on related research topics or tasks.

Audience

This will be an internal facing project and the data will not be published in-full externally. The primary audience for this project will be the DIT China network senior leadership team as well as DIT policy and analytical colleagues across China and the UK. The findings and data will also be of interest to other UK government departments.

Timetable

This will be an ongoing monitoring project running until the end of FY 22/23.

Quarterly:

- Data updates and summary analysis notes covering investment in the previous period to be delivered at the end of each quarter*
- A discussion via meeting or call is to be offered for each quarter following delivery of the analysis
- Delivery dates for data and summary analysis notes as below (with period of coverage shown in parentheses):
 - March 2022* (Q1'21, Q2'21, Q3'21, Q4'21)
 - April 2022 (Q1'22)
 - July 2022 (Q2'22)
 - October 2022 (Q3'22)
 - January 2023 (Q4'22)

*subject to final contract signing and supplier capability.

Annually:

- Annual summary note covering the previous full calendar year.
- Delivery dates as below (with period of coverage shows in parentheses):
 - March 2022* (2021 data)
 - January / February 2023 (2022 data)

*subject to final contract signing and supplier capability.



Additional / Ad-hoc:

- If more regular data updates are offered as part of the research (e.g. monthly), should be delivered on a regular schedule as offered and agreed with the supplier.
- Additional ad-hoc research hours to be used on related research topics as willing to be offered by the buyer as part of their bid.

This is our preferred timetable, but we would welcome tenderers to suggest alternative timetables based on their own capabilities and existing resources. Tenderers should propose their own clear timetable and programme of work, detailing all proposed project outputs and demonstrating how these outputs will meet the project objectives within the envisaged timeframe.

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.

Governance

Meeting / Report	Content	Frequency	Format
<ul style="list-style-type: none">• Kick-off meeting(s)	<ul style="list-style-type: none">• Project planning	<ul style="list-style-type: none">• 1 meeting at project initiation. 1 additional project halfway through the first data collection period. Additional meetings as	<ul style="list-style-type: none">• Teleconference



		required by the supplier	
<ul style="list-style-type: none"> Meeting 	<ul style="list-style-type: none"> Contract performance 	<ul style="list-style-type: none"> To be assessed as part of scheduled quarterly data / analysis discussion meetings. 	<ul style="list-style-type: none"> Teleconference
<ul style="list-style-type: none"> Meeting 	<ul style="list-style-type: none"> Contract performance 	<ul style="list-style-type: none"> Where quarterly data / analysis discussion meetings are not sufficient to cover contract performance issues we reserve the right to request additional performance meetings. 	<ul style="list-style-type: none"> Teleconference

Key Performance Indicators

Management of the KPI

- 1.1. DIT shall issue Milestone payments upon the Supplier meeting the Key Performance Indicators (KPIs) set out below. KPIs shall be monitored on a regular basis and shall form part of the contract performance review within quarterly project meetings. The successful Tenderer shall flag any risk to meeting a Milestone delivery date to DIT as soon as it becomes aware of such risk and shall discuss with DIT its proposals for mitigating against such risk arising.
- 1.2. Any performance issues highlighted in the quarterly meetings will be addressed by the successful Tenderer, within 14 working days of the identified KPI failing to be met. Any KPI failing to be met by the successful Tenderer will result in payment not being issued by DIT.
- 1.3. Once a KPI for a Milestone has been 'Met' to DIT's satisfaction, DIT shall issue the successful Tenderer with a confirmation email to confirm that the Key Performance



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Indicator has been met to its satisfaction. Payment for the completed Milestone shall be made by DIT following the issuing of DIT's confirmation email.

- 1.4. KPIs are essential in order to align the successful Tenderer's performance with the requirements of DIT and to do so in a fair and practical way. KPIs have to be met otherwise indicating that the service is failing to deliver.

Metric	KPI	What information is required to measure this KPI?	How to the KPI be measured?	willNot Met	Met
Delivery	Quarterly data updates and summary analysis notes to be provided within two additional working weeks of the end of the preceding quarter.	Delivery dates to be reviewed by HMG contract managers ahead of each quarterly discussion with the supplier.	Delivery dates to be reviewed by HMG contract managers ahead of each quarterly discussion with the supplier.	Not delivered within two additional working weeks.	Consistently delivered within two additional working weeks of end of quarter.
Delivery	Annual summary analysis notes to be provided within four additional working weeks of the end of preceding calendar year	Data and analysis to be received electronically by an agreed list of HMG recipients. Either via email, or through being uploaded to agreed online platform (depends on method of delivery suggested by the supplier).	Delivery dates to be reviewed by HMG contract managers at the end of each period.	Not delivered within two additional working weeks.	Consistently delivered within four additional working weeks of end of period.
Quality	Data meets quality expectations for comprehensiveness and accuracy.	Quality assurance from HMG colleagues including analytical and sector colleagues.	Checking of granular data for anomalies and/or omissions by relevant HMG colleagues (including analyst and sector colleagues) based on their own knowledge and expertise. Where appropriate, deal values can be further	Data has major issues, for example: deal values diverge significantly; expectations or evidence gathered elsewhere; major deals / projects are missing from the	Data consistently fits expectations and sense-checking. No validation colleagues raise issues. Deal values match independent checking with companies involved. No projects / deals are obviously missed. Secondary characteristics are correct.



			checked with companies involved. Questions or problems to then be raised with the supplier in the quarterly discussions or an ad-hoc basis.	dataset; secondary characteristics are significantly or repeatedly wrong.	
Quality	Summary analysis notes meet quality expectations.	Quality assurance from HMG colleagues including analytical colleagues.	Checking of analysis notes by relevant colleagues to ensure that key trends, deals and developments are correctly identified and put in context. Checking the analysis against both the underlying data and analysis from other sources.	Analysis is performed poorly – missing important trends in the data or failing to demonstrate understanding of key issues.	Accurate and insightful analysis is performed on data. Highlights key trends and deals correctly and links to relevant wider context including policy context.