



Department for
International Trade

Invitation to Tender

Tender for Provision of Investment Expert Level Training
Tender Reference: DN321575

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SECTION 1: RESPONSE PARTICULARS

GLOSSARY

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

TERM	MEANING
“Authority”	means the Department for International Trade acting as part of the Crown.
“BIT”	means Bilateral Investment Treaty.
“Contract”	means the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FET”	Means Fair and Equitable Treatment
“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.
“IIA”	means International Investment Agreements.
“ISDS”	means Investor-State Dispute Settlement
“the ITT”	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers.
“MST”	Means Minimum Standard of Treatment
Pricing Schedule	The form accessed via ProContract in which Tenderers are required to submit their pricing information as part of a Tender.
“ProContract”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at https://procontract.due-north.com/
“Regulations”	means the Public Contracts Regulations 2015
“Response”	means the information submitted in response to this ITT via the online response forms on ProContract including the Tenderer's formal Tender.
“SSDS”	Means State to State Dispute Settlement
“Tender”	means the formal offer to provide the goods or services described in section 1.1 of Part 1 of this ITT and comprising the responses to the questions in ProContract and the Pricing Schedule. .
“Tenderer”	means anyone responding to this ITT and, where the context requires, includes a potential tenderer.
“Timetable”	means the procurement timetable set out in Part 2 of Section 1 of this ITT.

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

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

PART 1: GENERAL

- 1.1 The Authority is looking for a supplier for Investment Expert Level Training for the Trade Policy Investment team on: treaty design leads; negotiators and legal advisers. The training will provide attendees with a detailed policy understanding of key investment (substantive and procedural) issues to better navigate the increasingly complex investment protection environment.
- 1.2 This procurement is being carried out in accordance with the open procedure as set out in the Regulations.
- 1.3 The Authority is using ProContract for this procurement which means the Invitation to Tender (ITT) and the forms for submitting a Response are only available in electronic form. It can be accessed via your web browser <https://procontract.due-north.com/>
- 1.4 Tenderers are required to submit their Response in accordance with the instructions set out in ProContract and this ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Responses are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Response. It sets out:
- the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Response;
 - information regarding the award criteria and evaluation criteria which will be used to assess the Responses; and
 - the administrative arrangements for the receipt of Responses.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, it should raise a query via the clarification process described in clause 3.3, 3.14 – 3.17 below.
- 1.8 Tenderers are responsible for ensuring that they have submitted a complete and accurate Response and that prices quoted are arithmetically correct for the units stated.
- 1.9 By submitting a Response, Tenderers are deemed to accept the terms and conditions in the ITT. Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information, may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in ProContract, the information set out in the ITT shall take precedence over the information displayed in ProContract.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

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

Issue Notice on Contracts Finder		12 th February 2018
Issue ITT in ProContract		12 th February 2018
Deadline for clarification questions from	Date	20 th February 2018

interested parties	Time	17:00 GMT
Deadline for Responses	Date	6 th March 2018
	Time	Midday
Evaluation of Responses	Start	7 th March 2018
	End	19 th March 2018
Contract award notification		23 rd March 2018
Contract award		28 th March 2018
Contract start date		2 nd April 2018
Duration of Contract		2 years
Extension Period (if applicable)		for a further 12 months]

Budget

- 2.2 The Authority has allocated a maximum budget of sixty thousand pounds sterling (£60,000) for FY 17/18 with the first phase at approximately thirty thousand pounds sterling (£30,000) and subject to budget approval, second phase will also be thirty thousand pounds (£30,000). There is no guarantee that there will be a phase two, this is subject, as stated to the Authority securing the funding for FY 18/19.

PART 3: COMPLETION OF RESPONSE

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

Submission of Responses

- 3.4 Tenderers must complete all parts of the response form in ProContract in accordance with the instructions therein. No pricing information should be included in the technical Requirements of Response.
- 3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via ProContract as part of a Response in accordance with the instructions in ProContract.

- 3.6 The Response and any documents accompanying it must be in English and submitted in accordance with the ITT.
- 3.7 Responses to the questions in Section 4: Evaluation Criteria, must be in Word format, with Arial 11-point font, and 2.54cm margins (this is the margin size where the 'normal' margin setting is utilised). Page count must be strictly adhered to. Any diagrams, images and supplementary information must be included within the response as stated within Section 4. Responses or attachments that go beyond the page limits as defined within Section 4 will be truncated to the limit.
- 3.8 Prices must be submitted in £ Sterling, exclusive of VAT. All pricing information must be submitted in Excel format.
- 3.9 Responses will be checked for completeness and compliance with the requirements of the ITT and only compliant Responses will be evaluated.
- 3.10 Tenderers must be explicit and comprehensive in their Response as this will be the single source of information used to score and rank Responses. The Authority will only take account of information which is specifically asked for in the ITT.
- 3.11 Failure to provide the information required or supply documents referred to in the bidders Response within the deadline for responses will result in rejection of the Response.
- 3.12 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.13 Different persons may be responsible for evaluating different responses to questions in a Response. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Response but should answer each question so that it acts as a stand-alone response. This may mean Tenderers need to repeat certain information in responses to different questions if this is required by those questions.

Clarifications sought by Tenderers

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

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

- 3.17. The Authority may not respond to a clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

Changes to Responses

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

Receipt of Responses

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

Acceptance of Tenders

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

Costs of Responding

- 3.23. Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Responses, regardless of the outcome of the procurement in relation to individual Responses, even if the procurement is terminated or amended by the Authority.

Clarifications sought by the Authority

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

Confidentiality of the ITT and related documents

- 3.25. The contents of the ITT and of any other documents or information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.

- 3.26. Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:
- disclosure is for the purpose of enabling a Response to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;
 - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.27. No Tenderer will undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Response, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.28. All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.29. For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Response. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third-party evaluators:

- 3.30. When providing details of contracts as part of a Response, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.31. The Authority reserves the right to contact any named customer contact given as a reference or otherwise referred to as part of a Response. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.32. Subject to clauses 3.34 to 3.38 below, the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.33. Tenderers agree and acknowledge that the Authority may use third parties in the course of its evaluation of Responses. In submitting a Response, Tenderers agree that the Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Responses in accordance with this ITT. Tenderers acknowledge that this right shall be in addition to the provisions of clauses 3.28, 3.29 and 3.34 to 3.38.

Freedom of Information and Environmental Information Regulations

- 3.34. In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may be required to disclose information submitted to it by a Tenderer.
- 3.35. If a Tenderer considers any information which it supplies to the Authority to be commercially sensitive or of a confidential nature, it should complete Appendix F and:
- clearly identify any information provided as confidential or commercially sensitive;
 - explain the potential implications of disclosure of such information; and
 - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 3.36. If a Tenderer identifies information as being of a confidential nature and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with a Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
- 3.37. However, even where information is identified by a Tenderer as being confidential or commercially sensitive, Tenderers acknowledge that there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in 3.27 and 3.28 above). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR including whether the public interest favours disclosure or not. Accordingly, the Authority does not guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.38. If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

- 3.39. Whilst the information in this ITT and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.
- 3.40. Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:
- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
 -
 - accepts any liability for the information contained in the ITT or in any other written or oral communication (including any communications via ProContract) transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
 -
 - shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

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

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

Canvassing

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

Conflicts of Interest

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

References

- 3.47. It is the Authority's policy not to provide references in relation to services received from any external organisation.

Changes to a Tenderer's Circumstances

- 3.48. The Authority may:

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

Sub-Contracting

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

Consortia

- 3.51. If the Tenderer completing the Response is doing so as part of a proposed consortium, the following information must be provided;
- names of all consortium members;
 - the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
 - if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
- 3.52. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.
- 3.53. All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.

- 3.54. If the Tenderer proposes to create a separate legal entity, such as a Special Purpose Vehicle (SPV), the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix. If the Tenderer does not propose to create a separate corporate entity it should set out in a separate annexe full details of its alternative arrangements.
- 3.55. Tenderers should note, however, that the Authority may require a successful consortium to form a separate corporate entity in accordance with regulation 19(6) of the Regulations.
- 3.56. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via ProContract of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Variant Tenders

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

Cyber Essentials Scheme

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

Similarly, no Sub-Contractor may be used until it has demonstrated that it meets the Cyber Essentials requirements too. The Contractor and any Sub-Contractors will need to renew their evidence of Cyber Essentials compliance at least annually.

Pricing

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

Lots

- 3.66. This procurement is not divided into lots.

Presentations

- 3.67. Presentations will not be required as part of this ITT.

Site Visit(s)

- 3.68. Site Visits will not be undertaken as part of this ITT.

Notification of Award

- 3.69. The Authority will notify successful and unsuccessful Tenderers.
- 3.70. Following a decision to award the Contract, the Authority will provide reasons for its decision in an award notification letter to all unsuccessful Tenderers.

Agency Workers Regulations

- 3.71. The Tenderer shall comply with all statutory requirements as set down in the Agency Workers Regulations 2011. Further the Tenderer shall fully indemnify the Authority for any claims instituted in any court or tribunal, the legal costs of defending such claims and reimburse for any monetary awards given in regard 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.

TUPE

- 3.72. TUPE, in the view of the Authority, does not apply.

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

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

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

SECTION 2: EVALUATION MODEL:

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

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

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

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

Stage	Section Reference	Evaluation Criteria	Question Weighting (%)	Scoring/
	Form of Tender and Commercial Compliance	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in ProContract, your Response will be rejected as non-compliant. Tenderers are to accept the terms and conditions as attached in Appendix B.	Pass/Fail	
Stage 1	Tender: Technical Requirements	This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the response form in ProContract.	Scored A01 – Capability Weighting – 35% A02 – Project Plan Weighting – 15% A03 – Methodology Weighting – 15% A04 – Personnel Weighting – 15%	
Stage 2	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule in ProContract.	Weighting – 20%	
Stage 3	Award (Final Score)	A Response which passes stage 1 will be evaluated in accordance with stages 2 to 3. The final score is calculated as follows: 65% is made up of the total of Stage 1		

		<p>10% is made up from Stage 2 25% is made up from Stage 3</p> <p>The most economically advantageous tender will be the Response with the highest final score.</p>
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PART 1: TENDER EVALUATION: AWARD STAGE

- 2.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in ProContract to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Response after the weightings in paragraph 5.3 are applied.
- 2.2 Each question will be scored separately and no reference will be made between the questions.
- 2.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
 - the total technical scores awarded will form 80% of the final score;
 - the score awarded for price will form 20% of the final score.
- 2.4 Each scoring question is given a weighting to indicate the relative importance of that question in the overall evaluation. Weightings for quality scores are provided with the evaluation criteria and are detailed on ProContract for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.
- 2.5 Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
- 2.6 Tenderers that score a mark of two (2) or below against any of the evaluation criteria will be eliminated from participation in this procurement exercise.

SECTION 3: SPECIFICATION OF REQUIREMENTS

1. About DIT

- 1.1 The Department for International Trade (DIT) has overall responsibility for promoting UK trade across the world and attracting foreign investment to our shores, under the leadership of the Secretary of State, the Rt. Hon Liam Fox MP.
- 1.2 We are a specialised body with significant new trade negotiating capacity, taking on the responsibilities of UK Trade & Investment, along with the relevant trade functions of the former Department for Business, Innovation and Skills. We have oversight of the Defence and Security Organisation and UK Export Finance is an integral part of DIT's operations and strategy.
- 1.3 To deliver an outward-looking trade diplomacy strategy, the Department's key priorities are:
 - To promote UK exports of goods and services, to support a growing economy that creates wealth for all, supports jobs and meets our wider national interests;
 - To deliver the best international trading framework for the UK outside the EU, including through building our capacity to negotiate and administer a national trade policy;
 - To maximise opportunities for wealth creation through supporting Foreign Direct Investment (FDI), with a renewed focus on Outward Direct Investment (ODI) to support the Current Account.

2. Background to the Specification

- 2.1 This Invitation to Tender (ITT) is to provide expert level, tailored training programme for the Department for International Trade's (DIT) Investment Team. The need for the training requirement is directly related to the UK's future responsibilities for leading trade and investment following exit from the European Union. The need to build a world-class trade function is a priority for UK Government. This proposal seeks to address the need for high-level trade training in the specialist trade investment area.
- 2.2 The team to which the training will be delivered comprises representatives from policy, legal and analytical disciplines.

3. Programme Delivery

- 3.1 The programme will be delivered as part of a phased approach. Phase 1 training is to be commissioned as a priority for delivery during Spring 2018. The commissioning of any subsequent phases will be based on demand and subject to funding and agreement between both parties. There is no obligation to commission further phases of training.
- 3.2 The Training is to be delivered in London at a venue to be agreed by the Authority.
- 3.3 Phase 1 training to be provided over 4-5 days in early 2018.
- 3.4 The successful Supplier will be required to create a pre-learning module to ensure staff understand key concepts before the embarking of the 4-5-day programme.
- 3.5 The course is to provide a specific training programme at expert level. Suppliers with the appropriate experience are invited to apply. The credentials of all those involved in delivering training on key topics will need to be provided as part of the Bidders Response to this Specification.

- 3.6 The requirement is to be classroom based training delivery (using case studies and negotiation simulations as teaching tools where appropriate) covering investment treaties in general but focusing specifically on the following topics:
- Substantive provisions: definitions of investor and investment establishment, performance requirements, capital transfers, expropriation, non-discrimination and standards of treatment (including Fair and Equitable Treatment (FET), and Minimum Standard of Treatment (MST)) , umbrella clauses, treaty and forum shopping, denial of benefits, regulatory issues and states responsibility.
 - Procedural issues: covering all phases in the management of Investor-State Dispute Settlement, (ISDS) case, Jurisdictional issues, selecting arbitrators, document requests and production, transparency, award, damages and State to State Dispute Settlement (SSDS).
- 3.7 This is to be delivered to: approximately fifteen (15) Policy and treaty design leads, negotiators and legal advisers based in DIT. There will be a range of knowledge amongst the attendees.
- 3.8 Training materials need to be provided in line with the course requirements in order to ensure that all the attendees have the same level of knowledge surrounding the topics prior to commencing the training.
- 3.9 Delivery of the training must be focused on the following learning outcomes, which will be formally evaluated following completion of the course:
- The understanding and ability to use a range of approaches available in international trade policy organisations to deliver UK objectives.
 - Understanding of difference approaches to modern investment treaties, including in FTAs.
 - Better understanding of how to interpret and draft the treaty language.
 - Final report (outlining & evaluating the training provided) to be supplied within 2 weeks following course completion.
- 3.10 The successful Supplier needs to have experience in (or have access to such experience):
- Identifying and explaining the differences between the different approaches taken by capital exporting and capital importing parties in treaty negotiations.
 - participating in negotiations or drafting treaty text.

4. Objectives

- 4.1 The core objectives are to:
- Equip the team with a deep, broad and detailed policy understanding of key investment (substantive and procedural) issues to better navigate the increasingly complex investment protection environment whether in international investment agreements or in investment chapters in free trade agreements.
 - Provide attendees with a better understanding of customary international law as relevant to international investment law.
 - Help develop a basis for understanding Bilateral Investment Treaty (BIT) jurisprudence and impact on treaty negotiations and the detailed intricacies of

drafting investment protection provisions in a way that maintains an open investment environment whilst minimising the risks of investor claims.

- To provide investment team (policy, legal and analysts) with a deep, broad and detailed policy understanding of key investment (substantive and procedural) issues to better navigate the increasingly complex investment protection environment.

SECTION 4: EVALUATION CRITERIA

PART 1: EVALUATION – SCORING METHODOLOGY FOR TECHNICAL RESPONSE

- 1.1 Marks of 0-5 will be allocated against each of the Technical Criteria as per Section 2: Evaluation Model.
- 1.2 The marks will then be totalled and multiplied by the weighting to conclude a total mark for the evaluation of the Technical Criteria.
- 1.3 The following table outlines the reasoning attributed to each score awarded:

Score	Quality	Description
0	Unanswered or totally inadequate response	No evidence provided that the Response meets the requirement. No confidence that the Tenderer can meet the requirement.
1	Poor response	Very limited evidence to support that the Response meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement.
2	Minimal response	Limited evidence to support that the Response meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement.
3	Reasonable response	Satisfactory evidence provided to support that the Response meets most of the requirement with minor concerns leading to the conclusion of a medium level of confidence that the Tenderer can meet the requirement.
4	Good response	Good evidence provided to support that the Response meets the entire requirement leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement.
5	Excellent response	Comprehensive evidence provided to support that the Response exceeds the requirement, leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement.

PART 2: EVALUATION – REQUIREMENTS OF TECHNICAL RESPONSE

2.1 The criteria that will form the tender response is outlined in Section 2: Evaluation Model, clause 1.3.

2.2 Stage 2: Technical Criteria:

A01	Capability	Weighting: 35%
<p>The Tenderer must submit evidence to show relevant capability. The Response must demonstrate:</p> <ul style="list-style-type: none"> A. Relevant capability (supported by experience) in the field of providing training services, including: B. expertise & capability in the provision of relevant training services within the field of trade and investment policy. C. in-depth knowledge of investor protection and investor-state settlement dispute mechanisms; D. a deep understanding of both substantive and procedural investment treaty provisions, as well as BIT jurisprudence, treaty drafting and negotiations. 		
<p>Response A01</p> <p>Please upload your organisation's Response with the file name "Your Company Name-A01".</p> <p>Responses must be limited to 6 A4 pages, with 11pt Arial text. The pages that are over the above limit will not be evaluated.</p>		
A02	Project Plan	Weighting: 15%
<p>The Tenderer must submit a project plan. The Response must include:</p> <ul style="list-style-type: none"> A. A project plan that provides an outline of the proposed training/curriculum. B. An outline of the key delivery stages, resources to provide this, deliverables and activities. <p>This should be a robust, flexible and realistic in terms of the achievement of the objectives within the timescale outlined, noting dependencies, risks and contingencies.</p>		
<p>Response A02</p> <p>Please upload your organisation's Response with the file name "Your Company Name-A02".</p> <p>Responses must be limited to 3 A4 pages, with 11pt Arial text. The pages that are over the above limit will not be evaluated.</p>		
A03	Methodology	Weighting: 15%
<p>The Tenderer must submit a methodology for completing the training. The Response must include an approach to:</p> <ol style="list-style-type: none"> 1 Ensuring the curriculum meets the requirements, i.e. examples of relevant previous learning delivered, how this met the requirements and how this was evaluated; 2 Ensuring learning is adaptable/flexible and that learners help shape the content of the expert level training; 3 Selecting key individuals/organisations to deliver and work on the contract - what expertise do they have and what value they would add); 4 ensuring training provided is of a consistently high quality, such as KPIs and an evaluation mechanism. 		
<p>Response A03</p> <p>Please upload your organisation's Response with the file name "Your Company Name-A03".</p>		

	Responses must be limited to 3 A4 pages, with 11pt Arial text. The pages that are over the above limit will not be evaluated.	
A04	Personnel	Weighting: 15%
The Tenderer is to detail the key personnel proposed to deliver the services; detailing in summary form their relevant experience, qualifications and expertise, including any relevant professional accreditation.		
Response A04	Please upload your organisation's Response with the file name "Your Company Name-A04". Responses must be limited to 3 A4 pages, with 11pt Arial text. The pages that are over the above limit will not be evaluated. If you wish to provide Curriculum Vitaes (CV), they will not form part of the page count but are to be limited to a maximum of three (3) pages per CV.	

PART 3: EVALUATION – PRICING SCHEDULE

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

B01	Price	Weighting: 20%
The Tenderer must submit their total fixed price for providing the Services set out in the Specification of Requirements, including all travel and subsistence, which must be in line with the DIT Travel and Subsistence Policy attached as Appendix E		
Response B01	Tenderers should attach their Pricing Schedule.	

- 3.1 Once the Tenderer has completed all elements of the Pricing Schedule, it must be uploaded to ProContract with the file name: "Your Company Name – Pricing Schedule".
- 3.2 The commercial evaluation is comprised of a one (1) element:
Total overall Price 20% will be calculated based on the lowest gaining the full 20% award with the remaining allocated marks based on:

$$\text{Score} = \frac{\text{Lowest tender price} \times}{\text{Tender price}}$$

For example, if three Tenders are received and Tenderer A has quoted £3000 as their total overall price, Tenderer B has quoted £5000 and Tenderer C has quoted £8000 then the calculation will be as follows:

$$\text{Tenderer A score} = £3000/£3000 \times 20\% \text{ (maximum marks available)} = 20$$

$$\text{Tenderer B score} = £3000/£5000 \times 20\% \text{ (maximum marks available)} = 12$$

$$\text{Tenderer C score} = £3000/£8000 \times 20\% \text{ (maximum marks available)} = 7.5$$

APPENDIX A

FORM OF TENDER

(Print, Sign, Scan and Upload to ProContract)

To be returned by 17:00 (UK time) on 6th March 2018

Name:

Address:

TENDER FOR THE PROVISION OF INVESTMENT EXPERT LEVEL TRAINING

Tender Ref: DN321575

1. We have examined the invitation to tender and its appendices set out below (the **ITT**) and hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing 2nd April 2018 for the period specified in the ITT.
 - Response Particulars (Section 1)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
2. If this Tender is accepted, we will execute the Contract and any other documents required by the Authority within ten (10) days of being asked to do so.
3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
 - 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 the 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 one hundred and twenty (120) days from the closing date for Responses specified in the 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.

4. 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.
5. 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.
6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

Signed

Date

In the capacity of

**Authorised to sign
Tender for and on
behalf of**

Postal Address

Post Code

Telephone No.

Email Address

APPENDIX B

AUTHORITY'S CONDITIONS OF CONTRACT

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

APPENDIX C

CONTRACT MANAGEMENT

1. Contract Management

- 1.1 The Authority will agree an appropriate contract management mechanism with the successful Tenderer in line with the approach detailed below. When agreed, this will form part of the contract.
- 1.2 There are three (3) levels contract management as detailed table below:
- | | |
|---------|----------------------------------|
| Level 3 | Operational Service Review Board |
| Level 2 | Service Review Board |
| Level 1 | Contract Level |
- 1.3 For this Contract levels 1-3 will apply

LEVEL	ATTENDEES	RESPONSIBILITIES / ACTIVITIES	LOCATION/TIMINGS
Level 3 Operational Service Review Board	Authority: Project Manager: (to be named at Contract award) Contractor: Contractor's Representative: (to be named at Contract award) Optional invitees: (Include if required)	<ul style="list-style-type: none"> Contract administration Maintenance of Risk Register and issues Log Be accountable to the Service Review Board for day to day oversight of the Services. Performance Review - Administer reports on KPI's, Performance Monitoring Reports, issues relating to delivery of Services and performance against Performance Indicators Quality assurance Complaint handling 	<i>To be inserted at Contract Award.</i> Monthly (or as appropriate) Note: all forms of communication to be used
Level 2 Service Review Board	Authority: Project Manager: (to be named at Contract Award) Contract Manager: (to be named at	<ul style="list-style-type: none"> Responsible for the Contract management of the Services and shall review performance (incl. 	Quarterly (or as appropriate) Face to face or via teleconference

	<p>Contract Award) Contractor: Contractor's Representative(s) <i>(to be named at Contract award)</i> Optional invitees: (Include if required)</p>	<p>issues unresolved by operational team);</p> <ul style="list-style-type: none"> • Receives the Performance Monitoring Reports, Service Levels and Service Credits. Monitor progress and identifies possible future developments including common standards, benchmarking and continuous improvement plans; • Review Risk Register Reports submitted by Level 4; • Responsible for the Contract management of the services relationship between all Parties; • Report to the Contract Review Board (Level 2) on significant issues requiring strategic decision and resolution by the Contract Review Board and on progress against the high level strategic objectives; • Responsible for Contract coverage, ensuring all work has been agreed prior to commencement and any changes covered by Changes to Contract • Responsible for Financial management, reviewing spend against plans, resolving and escalated 	
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		<p>payment/invoicing issues, review overall financial risks.</p> <ul style="list-style-type: none"> • Responsible for Capacity planning, reviewing possible improvements of matching demand with supply • Performance Review - administer reports on KPI's, Performance Monitoring Reports, issues relating to delivery of Services and performance against Performance Indicators 	
Level 1 Contract Review Board	<p>Authority: Project Manager: (to be named at Contract Award) Contract Manager: (to be named at Contract Award) Commercial Manager: (to be named at Contract Award) Contractor: Contractor's Representative: <i>(to be named at Contract award)</i> Optional invitees: (Include if required e.g. Legal Representative)</p>	<p>Responsible for issues escalated by Level 2 Representatives. In particular:</p> <ul style="list-style-type: none"> • Strategic direction • Relationship direction • Continual improvement and performance management • Contract Review 	<p>Annually (or as appropriate) Face to face or via teleconference Mode of communication – All forms as appropriate to suit the issue and needs.</p>

1.4 In addition, the Tenderer is to demonstrate the following requirements in the delivery of Services:

- To have in place clear, robust and fully accountable governance arrangements for the delivery of the Services;
- To have in place, or have access to, necessary support services including IT, personnel, administration and finance;
- To have clear and robust internal processes and procedures and staff that are fully accountable delivering and managing the Services to protect DIT's reputation.

APPENDIX D

PERFORMANCE MANAGEMENT FRAMEWORK

- 1. Key Performance Indicators and Management Framework**
- 2.1 As part of the Authority's continuous drive to improve the performance of all Suppliers, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the successful Supplier's performance of contract responsibilities.
- 2.2 The PMF's purpose is to set out the obligations on the successful Supplier, to outline how the successful Supplier's performance will be evaluated and to detail the sanctions for performance failure.
- 2.3 The Key Performance Indicators are set out in the table below:

No.	Description	Completion Date	Measure	Target Green Status	Failure Threshold Red Status
1	Complete preparatory meeting (possibly via VTC/teleconference) reviewing core training needs and proposed implementation of training.	Within 2 weeks of contract being awarded	Demonstrate understanding of investment team's needs with a proposed outline training programme.	100%	98%
2	First draft of training syllabus and training materials developed and training delivery plan sent to investment team for comment.	Within 1 week of preparatory meeting	<p>Trainer to be able to demonstrate how they will deliver the training covering content, learning objectives and learning outcomes; how the trainer will evaluate the effectiveness of their training materials.</p> <p>They should be able to demonstrate a strong understanding of how they will train users.</p> <p>Interim deliverable checkpoints to ensure training materials are fit for purpose.</p>	100%	98%
3	Supplier to update training materials following feedback from Investment team on draft training syllabus.	1 week after comments on draft syllabus provided	Training materials to be quality reviewed by SRO and feedback to be provided.	100%	98%
4	Deliver pre-learning module and in person training.	Date to be agreed with SRO	75% positive feedback through delegate questionnaires	100%	98%
5	Distribute a daily delegate questionnaire designed to take stock of participant understanding and feedback on training style.	On-going during training	Debriefs with SRO scheduled at the end of each day. Amend approach to training as appropriate.	100%	95%
5	Complete a post-training engagement evaluation report of deliverables including highlighting future and continuous learning opportunities.	2 weeks after training completed	Evaluation Report to be approved by SRO.	100%	95%

APPENDIX E TRAVEL & SUBSISTENCE

Department for International Trade – Travel and Expenses Policy 2017

1. Introduction

The nature of DIT's business means that Contractors may have to travel both in the UK and overseas and this manual provides details of the principles, rules and procedures relating to travel and expenses.

Contractors working for DIT are expected to adhere to guidelines contained within, which are similar to DIT staff.

Underlying Principles

- DIT trusts and expects the appointed Contractor, their staff or sub-contractors to make appropriate and justifiable spending decisions, weighing up the balance between value for money, public perception and business benefits
- No appointed Contractor, their staff or sub-contractors should either benefit or be out of pocket because of undertaking business on behalf of DIT. Travel and subsistence claims should be based on receipted costs incurred because of travel
- The appointed Contractor, their staff or sub-contractors should only travel on Departmental business if this is necessary. Consider whether the business could be conducted by phone, teleconference, video conference or web conference
- If a journey is necessary, the appointed Contractor, their staff or sub-contractors should identify the most cost-effective way of travelling. Planning journeys well in advance, especially by air, can result in much lower costs
- If a number of people are travelling together, the appointed Contractor, their staff or sub-contractors should examine whether it is cheaper to travel as a group, and think hard about how many people really need to go.
- Only costs that are necessary and additional to normal daily expenditure should be reimbursed.

2. Air Travel

The appointed Contractor, their staff or sub-contractors are expected to book the lowest logical fare available – if there are other more expensive fares available within policy these are still bookable but require a reason explaining why the lowest fare was not booked.

Flying Time (per flight)	Class of Travel
Up to 5 hours	All journeys at public expense: Economy
Over 5 hours	All journeys at public expense: Economy (but see * below)
Over 10 hours	All journeys at expense: Business (subject to prior agreement with the Authority)

* Subject to approval by the Authority the next higher class (but not first class) may be used:

- where strict application of the class-of-travel rules would not be cost effective
- for short duty visits out and back in a working day - The appointed Contractor, their staff or sub-contractors are not entitled if they stay overnight
- when bookings are not available in the lower class and the timing or date of the journey cannot be changed
- if the appointed Contractor, their staff or sub-contractors will be required to work immediately on arrival
- on disability/medical grounds recognised by the Authority.

All flights must be booked at set dates; no open return tickets may be booked.

Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland.

Air travel in the UK must be by economy class.

The appointed Contractor, their staff or sub-contractors are not allowed to use for personal journeys, Air Miles, free tickets or upgrade vouchers which have accrued through travel which has been paid for from public funds. However, such Air Miles, free tickets or upgrade vouchers may be used for official travel on behalf of the Authority.

3. Rail Travel

For rail travel (including Eurostar) the appointed Contractor, their staff or sub-contractors should travel standard class unless for example they have a disability or health condition that would make this unreasonable.

Tickets should be purchased in advance to minimise costs.

4. Taxis

Use of taxis is expected only where there is a clear value for money or business justification, unless the appointed Contractor, their Staff or sub-contractor has a temporary or permanent disability and has been advised that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.

Some examples where taxi travel might be considered appropriate include:

- there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
- it was the most cost-effective way of undertaking the journey – for instance sharing the taxi with colleagues would make it cheaper than other public transport options
- for personal safety reasons

Examples of scenarios where it might be considered inappropriate to take a taxi include:

- there were cheaper public transport options which incurred only a modest additional travel time
- public transport involved changing mode of transport (for example: a train and a bus)
- failure to leave sufficient time to make the journey by foot or public transport

It is expected that appointed Contractor, their Staff or sub-contractor will use public transport for travel within London and the use of taxis should only be undertaken by exception.

The principles set out for UK travel equally apply for taxi travel overseas.

5. Private & Hire Vehicles

The appointed Contractor, their staff or sub-contractors are expected to use public transport where this is reasonable and should only use their own vehicle or a hire car where a business need has been agreed in advance by the Authority.

Some examples of scenarios where a private vehicle might be considered appropriate include:

1. there were no reasonable public transport options, for example: travel to a location not served by a bus or train route and too far from either to justify use of a taxi
2. visits to a number of poorly-served locations in one day, where the cumulative cost of taxis would be significant

This is not only because of the environmental impact of using private transport, but also in terms of staff welfare.

6. Hotel Bookings

The Authority's limits for hotel bookings in the UK are:

- London - £135 and

- Outside London - £85.

APPENDIX F

Commercial Sensitive Information

Tenderers to provide:

Tenderer's Commercially Sensitive Information	Potential Implication of Disclosure	Duration of Commercially Sensitive Information