

**SECTION 1 – Understanding the Requirement (20%)**

1.2 Tenderers must show an understanding of the policy environment and how the proposal addresses the policy problem. (50%)

[insert response here]

**SECTION 2 – Method and Added Value of Approach (30%)**

2.1 Tenderers must confirm that they have secured the co-operation in principle of a regular Spanish calf importer of calves from Scotland and explain how they will obtain information about the details of commercial journeys to Spain. (20%)

[insert response here]

**SECTION 2 – Method and Added Value of Approach (30%)**

2.2 Tenderers must propose a detailed practical methodology for assessing the welfare of calves before loading and in the days following a long journey and how this can be applied to a representative sample of calves transported on typical commercial journeys from Scotland to Spain. (30%)

[insert response here]

**SECTION 2 – Method and Added Value of Approach (30%)**

2.3 Tenderers must explain how they will correlate the welfare assessment after journeys with the nature of the commercial journey and possible causes of any adverse welfare, so that these factors can be minimised in future if possible. (30%)

[insert response here]

**SECTION 2 – Method and Added Value of Approach (30%)**

2.4 Where appropriate, tenderers should explain how they are developing the brief further to add value. (20%)

[insert response here]

### SECTION 3 - Quality Management and Delivery (23%)

3.1 Tenderers must explain their proposed delivery model and how it will deliver all the requirements of the ITT. As a minimum, this includes details of a) how they will address any ethical issues that may arise (e.g. conflicts of interest) and b) how they will manage costs.

This should include a detailed project plan and timetable which details key dates, delivery tasks, project milestones and allocation of staff against tasks, covering the duration of the contract. (25%)

[insert response here]

**SECTION 3 - Quality Management and Delivery (23%)**

3.2 Tenderers should provide a clear proposal of how they plan to interact with the Scottish Government (initiation, progress reporting, final report drafting, delivery and presentation), specifying the format and frequency of reports to the Scottish Government. (25%)

[insert response here]

**SECTION 3 - Quality Management and Delivery (23%)**

3.3 Tenderers must explain how they will ensure consistency of approach and control quality of information gathering, evaluation, report writing and other outputs.

This should include mechanisms for project management such as co-ordinating cross-team activity, wider scientific collaborators and engagement with other stakeholders. (25%)

[insert response here]



**SECTION 3 - Quality Management and Delivery (23%)**

3.4 Tenderers must provide details of the key risks considered relevant to the delivery of this project, (including loss of data, absence of staff). Tenderers should also consider the potential for any conflict of interests if they were to deliver the service and state how these would be mitigated. This includes a risk matrix that also shows how the risks are managed. (25%)

[insert response here]

<b>Issue</b>	<b>Likelihood of Risk (low, medium or high)</b>	<b>Mitigating Action(s)</b>	<b>Recovery Plan</b>

#### SECTION 4 - Technical Experience and Staffing (23%)

4.1 Tenderers must provide details of all roles and responsibilities they propose for the delivery of the service and provide named individuals against these roles where relevant. This may include a brief CV of what experience, qualifications, competency and specialist skills these individuals possess to carry out the specified role (including that of project managers). Tenders must also provide a commitment that those named in the tender document will be available to work on the contract if the bid is successful. (100%)

## Section 5. Corporate and Social Responsibilities (2%)

### Sustainability

5.1 Taking into account Schedule 1, Tenderers are asked to provide details as to how they their provision of service will contribute to the Scottish Government Sustainability targets. The contributions offered to the sustainability targets shall be assessed and will form part of the Key Performance Indicators. (70%)

[insert response here]

**Section 5. Corporate and Social Responsibilities (2%)**

**Environmental**

5.2 Tenderers must indicate how their environmental policies and procedures would be implemented to deliver the most economical advantageous solution. (30%)

[insert response here]

## Section 6. Workforce Matters (2%)

### Workforce Matters

The Scottish Government (SG) is persuaded by evidence which shows that the delivery of high quality public services is critically dependent on a workforce that is well-motivated, well led and has appropriate opportunities for training and skills development. These factors are also important for workforce recruitment and retention, and thus continuity of service. SG itself has adopted workforce policies to meet these requirements. These policies include:

- a pay policy that includes a commitment to supporting the living wage for the duration of this parliament;
- fair employment practices;
- clear managerial responsibility to nurture talent and help individuals fulfil their potential;
- a strong commitment to Modern Apprenticeships and to the development of Scotland's young workforce;
- support for learning and development;
- no inappropriate use of zero hours contracts;
- no inappropriate use of "umbrella" companies
- flexible working;
- flexi-time; and
- career breaks.

The Scottish Government also attaches importance to ensuring effective consultation and involvement of staff and Scottish Government management work in partnership with the trade union. While it is, of course, a personal decision whether or not to join a Trade Union, the Scottish Government encourages its staff to join an appropriate Union and to play an active part within it, making sure their views are represented.

In order to ensure the highest standards of service quality in this contract we expect contractors whose workers work alongside ours to take a similarly positive approach to workforce-related matters as part of a fair and equitable employment and reward package.

6.1 Please describe how your organisation proposes to commit to being a best practice employer in this respect in the delivery of this contract. Answers need not be constrained to or be reflective of any of examples given alongside this question.

Good answers will reassure evaluators that your company takes the engagement and empowerment of workers seriously; takes a positive approach to rewarding workers at a level that can help tackle poverty (e.g. through a commitment to paying at least the living wage), adopts fair employment practices, provides skills and training which help workers fulfil their potential, that you do not exploit workers (e.g. in relation to matters such as the inappropriate use of zero hours contracts or "umbrella" companies); and that your company will demonstrate organisational integrity with regards to the delivery of those policies, including having arrangements in place to ensure effective employee representation. This reassurance should be achieved by providing tangible and measurable examples that can be monitored and reported during contract management procedures. (100%)

[insert response here]



FORM OF TENDER

(\* DELETE AS APPROPRIATE)

\*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by the Scottish Ministers, to provide the goods and/or services in the Specification in accordance with the Schedules, at the prices entered in the Pricing Schedule and in accordance with the Scottish Government Terms and Conditions of Contract which appear in this set of documents.

\*I/We the undersigned undertake to submit a tender in accordance with the following documents:

- Instructions for Tenderers
- The specification of requirements
- Pricing Schedule (as a separate document)
- Key Individuals
- Approved Subcontractors
- Commercially Sensitive Information
- Selection Criteria
- The Technical Proposal
- The Form of Tender
- Scottish Government Terms and Conditions of Contract

\*I/We agree to abide by this tender from **12:00 hours on Thursday 20 April 2017** the date fixed for receiving tenders, until the Award of Contract.

\*I/We understand that the Scottish Ministers are not bound to accept the lowest or any tender and shall not be bound to use the contractor as a sole supplier.

\*I/We understand that the service provision will commence on the dates specified, unless the Contract is terminated in accordance with the provision of the Scottish Government terms and conditions of contract.

Signature:

Name:

**(BLOCK CAPITALS)**

Designation  
:

Duly authorised to sign Tenders for and on behalf of:

Name  
Tenderer

of

Nature  
Firm

of

Address

Telephone  
No

**INCLUDE AREA CODE**

E-mail

Date

It must be clearly shown whether the Tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.





**THE SCOTTISH GOVERNMENT  
SCOTTISH GOVERNMENT TERMS AND CONDITIONS 3 (SGTC3)  
CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES  
(other than Works Consultancies)**

**These Conditions may only be varied with the written agreement of the Client. No terms or conditions put forward at any time by the Consultant shall form any part of the Contract unless specifically agreed in writing by the Client.**

**1. DEFINITIONS**

In these Conditions:

'Client' means the Scottish Ministers;

'Consultant' means the person, firm or company to whom the Contract is issued;

'Project' means the services to be provided as specified in the Purchase Order;

'Premises' means the location where the Project is to be performed, as specified in the Purchase Order;

'Contract' means the contract between the Client and the Consultant consisting of the Purchase Order, these Conditions and any other documents (or parts thereof) specified in the Purchase Order;

'Purchase Order' means the document setting out the Client's requirements for the Contract.

**2. THE PROJECT**

2.1 The Consultant shall complete the Project with reasonable skill, care and diligence in accordance with the Contract.

2.2 The Consultant shall provide the Client with such reports of his work on the Project at such intervals in such form as the Client may from time to time require.

2.3 The Client reserves the right by notice to the Consultant to modify the Client's requirements in relation to the Project and any alteration to the Contract fee or the completion date arising by reason of such modification shall be agreed between the

parties. Failing agreement the matter shall be determined by arbitration in accordance with the provisions of Condition 21 (Dispute Resolution).

### **3. CONSULTANT'S PERSONNEL**

- 3.1 The Consultant shall make available for the purposes of the Project any individuals named on the Purchase Order as key personnel. The Consultant shall provide the Client with a list of the names and addresses of all others regarded by the Consultant as key personnel and, if and when instructed by the Client, all other persons who may at any time be concerned with the Project or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require. The Client may at any time by notice to the Consultant designate any person concerned with the Project or any part of it as a key person. The Consultant shall not without the prior written approval of the Client make any changes in the key personnel referred to in this paragraph.
- 3.2 The Consultant shall take the steps reasonably required by the Client, to prevent unauthorised persons being admitted to the Premises. If the Client gives the Consultant notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project, the Consultant shall take all reasonable steps to comply with such notice.
- 3.3 The decision of the Client shall be final and conclusive as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the Project or as to the designation or approval of key personnel and as to whether the Consultant has furnished the information or taken the steps required of the Consultant by this Condition.
- 3.4 The Consultant shall bear the cost of any notice, instruction or decision of the Client under this Condition.

### **4. SECURITY AND ACCESS TO THE CLIENT'S PREMISES**

4.1 Any access to, or occupation of, the Client's premises which the Client may grant the Consultant from time to time is on a non-exclusive licence basis free of charge. The Consultant must use the Client's premises solely for the purpose of performing its obligations under the Contract and must limit access to the Client's premises to such individuals as are necessary for that purpose.

4.2 The Consultant must comply with the Client's policies concerning Baseline Personnel Security Standard checks and such modifications to those policies or replacement policies as are notified to the Consultant from time to time.

4.3 The Consultant must notify the Client of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.

4.4 At the Client's written request, the Consultant must provide a list of the names and addresses of all persons who may require admission to the Client's premises in connection with the Contract, specifying the capacities in which they are



concerned with the Contract and giving such other particulars as the Client may reasonably request.

4.5 The Consultant must ensure that any individual Consultant Representative entering the Client's premises has completed the process for obtaining Baseline Personnel Security Standard clearance. The Consultant acknowledges that the Client has the right to deny entry to any individual that has not completed the process for obtaining Baseline Personnel Security Standard clearance.

4.6 In accordance with the Client's policies concerning visitor access, entry to the Client's premises may be granted to individual Consultant Representatives for the purposes of meetings, notwithstanding that the process for obtaining Baseline Personnel Security Standard clearance has not commenced or completed.

4.7 The Client may, by notice to the Consultant, refuse to admit onto, or withdraw permission to remain on, the Client's premises any Consultant Representative whose admission or continued presence would, in the opinion of the Client acting reasonably, be undesirable.

4.8 The Client must provide advice and assistance acting reasonably to the Consultant to facilitate the Consultant's compliance with this clause.

4.9 All decisions of the Client under this clause are final and conclusive.

4.10 Breach of this clause by the Consultant is a material breach for the purposes of condition 14.2 (Termination).

In this Condition 4 the following terms have the meanings given to them below:

'Baseline Personnel Security Standard' means the pre-employment controls for all civil servants, members of the Armed Forces, temporary staff and government contractors generally.

'Consultant Representatives' means all persons engaged by the Consultant in the performance of its obligations under the Contract including:

- its employees and workers (including persons employed by a third party but working for and under the control of the Consultant);
- its agents, Consultants and carriers; and
- any sub-contractors of the Consultant (whether approved under Condition 17 (Assignment and sub-contracting) or otherwise).'

## **5. CHANGE TO CONTRACT REQUIREMENTS**

5.1 The Client may order any variation to any part of the Services that for any other reason shall in the Client's opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Services and changes in quality, form, character, kind, timing, method or sequence of the Services.

5.2 Save as otherwise provided herein, no variation of the Services as provided for in Clause 5.1 hereof shall be valid unless given or confirmed in the form of an order

given by the Client. All such orders shall be given in writing provided that if for any reason the Client shall find it necessary to give any such order orally in the first instance the Contractor shall comply with such oral order which must be confirmed in writing by the Client within 2 working days of the giving of such oral order by the Client, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

5.3 Where any such variation of the Services made in accordance with Clauses 5.1 and 5.2 has affected or may affect the costs incurred by the Consultant in providing the Services, the Consultant will notify the Client in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Client, who shall take all of the facts into account (including such information as may be provided by the Consultant in respect of the effect which such variation has had or may have on the costs incurred by the Consultant in providing the service) and may authorise such alteration to the sums to be paid to the Consultant in accordance with the provisions of the Contract as are, in the Client's opinion, appropriate and reasonable in the circumstances.

## **6. FEES AND EXPENSES**

6.1 The Client shall pay to the Consultant fees and expenses at the rate specified in the Purchase Order.

6.2 The Consultant shall be entitled to be reimbursed by the Client only for expenses reasonably and properly incurred by the Consultant in the performance of the duties hereunder, subject to production of such evidence thereof as the Client may reasonably require.

6.3 Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Client.

6.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

6.5 Notwithstanding Condition 17 (Assignment and sub-contracting) of this Contract the Consultant may assign to another person (an "assignee") the right to receive payment of the fees or expenses or any part thereof due to the Consultant under this Contract subject to (i) deduction of sums in respect of which the Client exercises its right of recovery under Condition 16 (Recovery of sums due) of this Contract and (ii) all the related rights of the Client under this Contract in relation to the recovery of sums due but unpaid. The Consultant shall notify or procure that any assignee notifies the Client of any variations to the arrangements for payment of the fees and expenses or for handling invoices, in each case in good time to enable the Client to redirect payments or invoices accordingly. In the absence of such notification the Client shall be under no obligation to vary the Client's arrangements for payment of the fees or expenses or for handling invoices.

## **7. AUDIT**

The Consultant shall keep and maintain until 5 years after the Contract has been completed records to the satisfaction of the Client of all expenditures which are