

Official - Sensitive



# Invitation To Tender:

**PROVISION OF AUTISM STRATEGY EVALUATION**

**REFERENCE: ASE - 01**

T  
E



Scottish Government  
Riaghaltas na h-Alba  
gov.scot

Dear Sir/Madam

### **INVITATION TO TENDER – AUTISM STRATEGY EVALUATION**

You are hereby invited by the Scottish Ministers to tender for the above requirement. This Invitation to Tender is comprised of the following documents:

- This ITT Covering Letter**
- Schedule 1 Instructions to Tenderers**
- Schedule 2 Specification**
- Schedule 3 Evaluation Guide and Instructions**
- Schedule 4 Quality Questions**
- Schedule 5 Pricing Schedule**
- Schedule 6 Purchase Order and Invoicing Requirements**
- Schedule 7 Form of Tender**
- Schedule 8 SG Terms and Conditions**

Please ensure you review all of the documents listed above and be advised that:

Your tender must be in accordance with all parts contained in the Invitation to Tender (ITT). Instructions for the completion and submission of tenders are contained in the Instructions to Tenderers document.

The closing date and time for submission of tenders is **17 July 2020 at 5pm**. Your tender must be submitted via the Public Contracts Scotland system. It is the responsibility of all Tenderers to ensure that their tender is received not later than this date. The PCS system will not accept tenders submitted after this time. Tenders submitted after this time may not be considered.

The Scottish Ministers are not bound to accept the lowest priced or any tender and shall not be bound to accept the Supplier as a sole supplier.

Please contact the undersigned if you have any questions in relation to this Invitation to Tender.

Yours faithfully

[Redacted Signature]

**Delegated Purchasing Officer**

## **CONTENTS**

- Schedule 1 Instructions for Tenderers
- Schedule 2 Specification
- Schedule 3 Evaluation Guide and Instructions
- Schedule 4 Quality Questions
- Schedule 5 Pricing Schedule
- Schedule 6 Purchasing Order and Invoicing Requirements
- Schedule 7 Form of Tender
- Schedule 8 Scottish Government Services Terms and Conditions

## SCHEDULE 1 - INSTRUCTIONS FOR TENDERERS

1. It is the responsibility of the tenderer to meet all costs in preparing for the Procurement process, and obtain for themselves at their own expense any additional information necessary for the preparation of their tender.
2. All information supplied by the Scottish Ministers in connection with the Invitation to Tender (ITT) shall be treated as confidential by tenderers except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.
3. Tenders must be submitted in accordance with these Notices and Instructions and accompanying ITT documents. Any tender that does not accord with all the requirements herein and in the covering letter may not be considered.
4. Each tender will be subjected to a Quality and Pricing evaluation. The aim of the evaluation is to select a tender which represents the Best Price Quality Ratio. The Award Criteria which will be applied to determine this is as follows:
  - Quality 70%
  - Pricing 30%
5. Full details of the Award Criteria, any Sub-Weightings and Tender Evaluation methods are contained in Schedule 3 - Evaluation Guide and Instructions.
6. Any contract awarded as a result of this tendering exercise will be subject to the Scottish Government Terms and Conditions as specified in this Tender.
7. The issue of an ITT is not a commitment by the Scottish Ministers to place a contract as a result of the Tendering exercise or at a later stage.
8. Subject to the terms of the Regulations, the Scottish Ministers expressly reserve the right to change, without notice, the basis of, or the procedures for, this procurement process or to terminate the process at any time.
9. All information requested should be provided on the Tender Schedules enclosed (additional sheets may be used if required, **but all information should be provided in the order and format of the Schedules**). Tenderers should also note that their Pricing Schedule must be submitted as a separate document.
10. Tenderers may submit a tender using their own text creation facilities. However, the content and layout must be identical to the Scottish Government version of the relevant sections of the tender.
11. Tenderers **must** submit their completed tenders via the **Public Contracts Scotland (PCS) Portal** for this opportunity. Please note that large electronic files take time to download and tenderers should ensure that sufficient time is allowed for this to be done. The speed with which submissions are made are dependent on the size of the document and inclusion of graphics, logos, photographs etc. should be omitted wherever possible.

12. Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS contact. Tenderers must therefore keep their contact details on the PCS system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.
13. Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS messaging function.
14. Nothing in this ITT shall preclude Scottish Ministers from making public, under the Freedom of Information (Scotland) Act 2002 (“FOISA”) and/or the Environmental Information (Scotland) Regulations 2004 (“EIRS”) or otherwise, details of all matters relating to this ITT and responses thereto unless such details fall within an exemption under FOISA and/or EIRS as may be applicable at the discretion of Scottish Ministers and Scottish Ministers (at its sole discretion) consider that such exemption shall apply, and (in respect of commercially sensitive information only) a Tenderer has advised Scottish Ministers in writing that disclosure of specified information would or would be likely to substantially prejudice the commercial interests of any person (including but not limited to the Tenderer or Scottish Ministers).
15. Tenderers should also note that the receipt of any material or document marked “confidential” or equivalent by Scottish Ministers should not be taken to mean that Scottish Ministers accepts any duty of confidence by virtue of that marking.
16. The Tenderer should be aware that should any of its responses be found to be deliberately misleading or falsified, the bidding organisation may be disqualified from the tender process.
17. Scottish Ministers reserve the right to withdraw the requirement at any stage prior to the award of the contract and the right to amend the ITT documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered and dated. Where amendments are significant, the Scottish Ministers may, at their discretion, extend the deadline for receipt of tenders.
18. Scottish Ministers reserve the right to reject or exclude from the procurement process a Tender, where the Tenderer has submit a response which is not in compliance with the requirements of the ITT; the ITT response is submitted late, is completed incorrectly or is incomplete; the Tenderer fails to respond in satisfactory terms to a request by Scottish Ministers for supplementary or to provide clarity in relation to the Tenderer's response to the ITT; or the Tenderer or any of its sub-contractors or consortium members is/are guilty of serious misrepresentation or appear to have engaged in collusion with any person in relation to its response to the ITT and/or the procurement process.; or where there is a change in identity, control, financial standing or other factor affecting the tenderer.
19. Scottish Ministers will exclude any evidence provided as responses to the technical evaluation questions that are hyperlinks to YouTube videos, or any other streaming

websites, as they do not enable a record to be maintained given that the contents of a link can be changed or removed.

20. The date for tender return is **17 July 2020**. Scottish Ministers will not enter into detailed discussions with Tenderers in relation to its requirements.
21. All questions regarding the content of this ITT should be directed through the dedicated PCS messaging area by **13 July 2020**. No other form of communication will be accepted.
22. All technical queries regarding Public Contracts Scotland should be directed to PCS on telephone number 0800 222 9003.
23. Direct or indirect canvassing of any elected official, public sector employee or agent by any Tenderer concerning this requirement, or any attempt to procure information from any elected official, public sector employee or agent concerning this ITT may result in the disqualification of the Tenderer from consideration for this requirement.
24. The successful tenderer will be selected on the basis of the best price quality ratio, throughout the tender process as a whole, against defined evaluation criteria. The response to the Technical Questions will form the basis of the quality evaluation and the Pricing Schedule will form the basis of the commercial evaluation.
25. The ITT is issued on the basis that nothing contained in it will constitute an inducement or incentive nor will have in any other way persuaded a tenderer to submit a Tender or enter into any contractual agreement.
26. Tenders shall remain valid and open for acceptance for 3 months after the tender return date. In exceptional circumstances, Scottish Ministers may request that the tenderer extend the validity period for a specified additional period.
27. Any tender that does not accord with all the requirements herein and in the covering letter may not be considered.

**27. PROCUREMENT TIMETABLE\*** The projected timetable for this exercise is as follows:-

Invitation to Tender document advertised	03 July 2020
Deadline for questions via PCS	13 July 2020
Responses to questions via PCS	13 July 2020
Tender documents to be returned	17 July 2020
Award of contract	28 August 2020

\* Please note the above dates are estimated only and may be subject to change.

## Annex A

### Scottish Procurement and Property Directorate – Invitation to Tender (ITT) Privacy Notice

**Scottish Procurement and Property Directorate (Scottish Procurement)** is part of the Scottish Government and is responsible for providing **professional procurement services and collaborative procurement arrangements to the Scottish Government and Scottish Public Bodies.**

In order to carry out its functions, **Scottish Procurement** is required to process personal information. The types of data we hold and the reasons we are required to process it are set out below. The Scottish Government is the data controller of the information and is committed to protecting your privacy at all times when using your personal data.

This notice relates to the personal information we process about you as part of tender exercises conducted by **Scottish Procurement**. It explains what personal information we process about you when you submit a response in relation to a tender exercise, why we process it, and what we do with it. It also explains your rights under data protection laws.

The Public Contracts Scotland Portal is provided by external suppliers. Details of the Privacy Policy for the Public Contracts Scotland Portal can be found on their website - [Public Contracts Scotland](#)

#### 1. Your data

We collect information from you (including name, email address, business address, home address, date of birth, telephone number, financial information, experience, qualifications) for the following purpose:

- We need to process your personal information in order to allow Scottish Procurement to assess suitability of bidders, evaluate tenders, provide feedback to bidders, award contracts to the successful supplier and to ensure contract requirements are delivered.
- To respond to your queries or requests when you contact us. We will route your messages to the relevant team.
- To contact you about tender and procurement related matters.

#### 2. Legal basis of processing

The legal basis for processing your data is for the performance of a task carried out in the public interest.

#### 3. Recipients

We will share your information with:

- Individuals involved in the procurement exercise or in the evaluation. This may include Scottish Government staff, individuals from other public sector bodies participating in the evaluation of bids, consultants or expert advisers involved in the tender exercise.
- Procurement team members to allow them to respond to your queries or to send you updates on procurement related matters.
- As your personal data will be stored on our IT infrastructure it may be shared with our data processors who provide electronic tendering systems, advertising portals, email, document management, surveys and storage services. Details of the Privacy Policies for the Public Contracts Scotland Portal can be found on their website.

#### **4. Retention**

We will only keep your information while there is an ongoing business need or Regulatory requirement to retain the information. For successful tenderers the information will be retained until 6 years after expiry of the contract. For unsuccessful tenderers the information will be retained for one year after the date of last action.

#### **5. Your rights**

You have the right:

- to request information about how your personal data is processed and to request a copy of that personal data.
- to request that any inaccuracies in your personal data are rectified without delay.
- to request that your personal data is erased if there is no longer a justification for it to be processed.

Further information on your rights can be found on the Scottish Government website at the attached link :

[Your right to access personal information](#)

#### **6. Contact**

**6.1 You can contact the Collaborative and Scottish Procurement at the following address:**

**Scottish Procurement and Property Directorate**

[Scottish\\_Government\\_Procurement@gov.scot](mailto:Scottish_Government_Procurement@gov.scot)



## **SCHEDULE 2 - SPECIFICATION**

### **Section 1 – Introduction**

The Scottish Government's Autism and Learning Disability policy team require a contractor to undertake research to evaluate the impact the Scottish Strategy for Autism

The Autism and Learning Disability team wishes to assess the strategy's impact to establish the impact of the strategy and inform future policy.. The evaluation will provide an understanding of the impact of the strategy, what recommendations and priorities have been delivered.

The evaluation will be used to decide how best develop autistic policy in Scotland and contributes to our vision of improving the lives of autistic people and wider efforts to create a fairer and more inclusive Scotland.

The successful bidder will be required to design the approach and tools needed to evaluate, carry out the fieldwork and develop the final outputs. The project is expected to take between 6-7 months to complete with the final report delivered early in 2020.

### **Section 2 – Background & Context**

The Scottish Strategy for Autism was published jointly with COSLA in 2011, with the Scottish Government committing £13.4 million over four years to improve the lives of autistic people, their families and carers, and to build on improvement and access to autism services. The original strategy document set out 26 recommendations and the vision that by 2021, 'individuals on the autism spectrum are respected, accepted and valued by their communities and have confidence in services to treat them fairly so that they are able to have meaningful and satisfying lives'.

In 2014 the Scottish Government published a report on the progress made by the autism strategy during its first two years – the foundational phase. In the year following the publication of the foundational progress report, the autism strategy was refreshed and reframed into an outcomes approach for the period 2015 to 2017. These new outcomes – healthier life, choice and control, independence and active citizenship – and their attendant priorities ensured the Scottish Strategy for Autism was not only better aligned with government policy and activity, but also better placed to drive forward the realisation of its vision for autistic people and their families.

Following an engagement exercise in late 2017 a refreshed Outcomes and Priorities framework was published in March 2018. The Strategy concludes in 2021 and Scottish Government wish to commission an external contractor to carry out an independent evaluation to provide impartial evidence on the strategies impact and inform future policy. We will also use this evidence to report to Ministers and the Scottish Parliament.

This will mean carrying out research to establish what recommendations and priorities were delivered through the strategy and explore the impact of the strategy on the quality of services for autistic people.

### Section 3 – Scope /Statement of Requirement

#### Research Questions

The evaluation will aim to evidence the outputs and impact of the Scottish Strategy for Autism. This will inform the direction and development of autism policy.

There are three research questions that the Autism and Learning Disability policy team seek to answer:

- How many of the strategies recommendations and priorities have been delivered and are additional deliverables evident? -
- what impact has the strategy had on the services offered to autistic people in local authorities and the local services and charities that support them?
- What lessons might be gleamed from the delivery of the strategy's recommendations and what might these mean for the future policy direction

#### Research Design

Broadly the initial stages of the evaluations will may involve the following stages:

1. Desk-based review of strategy documents and evidence.
2. Phone or online interviews with policy professionals, autism organisations and autism experts.
3. Virtual workshops in local authority areas with autism service providers in a sample of local authority areas.

It is expected the contractor would review strategy documentation that has been produced as part of the strategy and understand the actions that were carried out to deliver the commitments. Part of this process will be to identify sources that could provide context and inform the development of the rest of the evaluation.

It is likely that the fieldwork would conduct between 10-15 interviews with policy experts and stakeholders to establish what has been delivered and the impacts these intended to have. Stakeholders to be interviewed could include:

- Autism Initiatives
- The National Autistic Society Scotland
- Scottish Autism
- Scottish Parliament Cross Party Group on Autism

- Scottish Women's Autism Network (SWAN)
- Inspiring Scotland
- Triple As
- Child and adolescent mental health services (CAMHS)
- ARGH
- AMASE
- PAS
- Tailor Ed
- PASDA
- NAIT

Workshops might be used to gather evidence of change to local services, identify where deliverables might have had an impact on the services and priorities for the future. The tender could consider conducting 3 – 6 workshops virtually with health and social care partnerships and autism representatives across Scotland (i.e. local authorities, urban/rural, demographics.) Tenders might consider who the approaches can be adapted to account for lockdown and the impact of the pandemic.

This research method is flexible and tenders will be invited to provide innovative approaches to fieldwork where they provide value, playing particular thought to the reasonable adjustments expected with this stakeholder group . As such the methodology will be subject to change dependant on bidders and the proposed approaches.

The research should consider the experiences of different services for autistic people across local authorities. This might take into account the sampling strategy, the site of field work, how the research will present itself, the design of a topic guide and the method used to access populations. They should also take into account how equality characteristics (gender, age, disability, ethnic group, religion and sexual orientation) and other personal factors that might be potentially important, will be supported by data collection.

Tenders should be aware of sensitivities when they approach the subject of autism that people can have very personal experiences of services and can be an emotional topic to discuss. They should also be aware that autistic people and autistic organisations have had very mixed experiences through lockdown and will need to consider how to address possible ethical and operational impacts this might have on the evaluation.

Tenders are invited to propose innovative methods and approaches to complete the evaluation where they can provide additional insights into the autism strategies impact.

Tenders should also detail their approach to risk management, including the identification and management of risks specific to this commission. Details of quality control and assurance processes are also expected in submitted responses, showing

how quality will be ensured from inception through to publication. Information on how all collected data will be securely stored and transferred in adherence to the Data Protection Act.

#### Section 4 - Contract Period

The evaluation will be a seven month project starting 28th August 2020 and finishing 31st March 2021. There is potential for a one month extension and this will be decided end November 2020.

#### Section 5 – Data Protection

The Scottish Government will be acting as a data controller and will retain all data protection responsibilities, with the third party will be acting as a data processor. The standard data controller/data processor model contract is included in the SG standard terms and conditions

#### Section 6 – Outputs and Key Deliverables

The outputs will be analytical, policy and practice focussed and should as a minimum include:

1. Social research report of no more than 60 pages clearly articulating the projects findings,
2. Executive summary of no more than 10 pages and accessible to people with autism,
3. Presentation for organisations involved in the evaluation and the wider organisations involved in providing services for autistic people.

#### Section 7 – Performance Measures and Reporting

Output of this research, including draft outputs, will be of publishable standard. The higher the quality of the first drafts the less revision will be required, however revision is still likely and contractors should take this into account in their timetables and costs.

The successful tenderer will provide regular updates to contract manager through the projects reporting on general progresses, emerging risks and the completion of milestones.

The Contractor will provide fortnightly telephone and email updates to the Purchaser's Contract Manager to report on progress of this contract. Such reports will contain the Performance against Key Performance Indicators.

The Contractor will provide quarterly update reports on the data collection progress within ten days of the end of each quarter post commencement of the contract.

#### Section 8 – Milestones and Timetable

Contract Award	28/08/2020
Inception Meeting	01/09/2020
Desk-based review Completed	30/10/2020
Interviews Completed	12/12/2020
Virtual Workshops Completed	29/01/2021
Final Report	19/03/2021
Agreed Final Report	26/04/2021
Presentation	30/04/2021
End of Contract	31/04/2021

Payments will be phased and linked to key milestones as above and the successful completion of key stages of the research:

- Desk based review (20%)
- Interview completion(20%)
- Virtual workshop completion (20%)
- Publishable Final Report (40%)

#### Section 11 – Key Risks and Responsibilities

Tenders should outline how their proposals will help the Scottish Government comply with equality and ethical duties, both in terms of the approach taken to conduct the project, and to the analysis and reporting of findings.

#### Section 12 – Contract Manager contact details.





## **SCHEDULE 3 - EVALUATION GUIDE AND INSTRUCTIONS**

### **1. INTRODUCTION**

- 1.1. The evaluation criteria will consider Quality as well as Price. Each tender will be subjected to the evaluation process outlined below. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
- 1.2. The winning tender will be the one that achieves the highest Combined Score (providing their tender is technically compliant). The Combined Score will be determined based on the following Quality/Price Ratio:
- Quality 70%
  - Price 30%

### **2. EVALUATION PROCESS**

Evaluation of tenders will follow this process: All tenders will be subject to the **Quality Analysis**

All tenders will be subject to the **Price Analysis**

Once both scores (Quality and Price) have been calculated, they will be added together to give the **Combined Score** for each compliant tender.

#### **2.1. Quality Analysis**

- 2.1.1. Tender responses to the Technical Questions, as outlined in Schedule 4 will be used to perform the Quality Analysis.
- 2.1.2. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.
- 2.1.3. Each evaluator will award a mark for each question between 0 and 4, in accordance with the methodology detailed in the table below:

<b>QUALITY SCORING GUIDANCE</b>		
Technical responses will be evaluated using the following methodology:		
<b>Score</b>	<b>Definition</b>	<b>Description</b>
0	Unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor	Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
2	Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.

3	Good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
4	Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
<b>Evaluators can award a score of 0, 1, 2, 3 or 4.</b>		

2.1.4. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting may be held with all members of the Tender Evaluation Panel to discuss tender scores and ensure consistency of approach with regard to the Quality Analysis.

2.1.5. The moderated average of all of the Tender Evaluation Panel marks for each question will be multiplied by the relevant question weighting, to give the question weighted score.

2.1.6. Quality Scores will be awarded using the following methodology:

1. Individual Question Score (expressed as a percentage) x Question Weighting x the Section Weighting = Question Weighted Score.
2. Sum of all Question Weighted Scores within a section = Total Section Weighted Score.
3. Sum of all Section Weighted Scores = Overall Quality Score for each Tenderer.

## 2.2. Price Analysis

2.2.1. To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 5), which Tenderers are to complete.

2.2.2. The lowest total tender price, determined as the Tender Sum Total following the methodology in the Pricing Schedule, will be awarded 100% of the marks available for Price. The Price Score for the remaining Tenderers will be determined by allocating a mark for each Tenderers' Tender Sum Total relative to the lowest total tender price using the formula:

$$(\text{Lowest Tender Sum Total} / \text{Tenderer's Tender Sum Total}) \times 100.$$

## 2.3. Combined Score

2.3.1. The Combined Score will be calculated by adding the Overall Quality Score and the Overall Price Score together.

2.3.2. Scores will be rounded to 2 decimal places.



- 2.3.3. The Tenderer who achieves the highest Combined Score will be deemed to be the successful bidder, provided their tender has been deemed to be fully compliant in all other respects.
- 2.3.4. In the event of a tie the Scottish Ministers reserves the right to appoint the Tenderer who obtains the highest technical score.

### **3. TENDER CLARIFICATIONS**

- 3.1. Written clarifications may be required to affirm the information provided in the tender. On completion of any clarification exercise, tender responses may be rescored to take account of the clarification.

### **4. AWARD CRITERIA**

- 4.1. The Quality Award Criteria questions are provided in Schedule 4.
- 4.2. Tender responses are to be submitted via PCS.

## **SCHEDULE 4 – QUALITY QUESTIONS**

### **Section 1: Mandatory Questions**

Failure to disclose information relevant to this section or misrepresentation in relation to the information disclosed may result in exclusion of the bidder from this procurement process or the termination of any subsequent contract that is to be awarded to them.

The bidder may be asked to provide the relevant documentation or to state where the extract from the relevant register, for example judicial records, is available electronically to the public body so that it may retrieve this information. By indicating this information, the bidder agrees that the public body may retrieve the documentation subject to the national rules implementing Directive 95/46/EC on the processing of personal data, and in particular of special categories of data such as on offences, criminal convictions or security measure.

#### **Relating to Criminal Convictions**

1. The common law offence of conspiracy; where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
2. a) Corruption; within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;  
b) Bribery or Corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003, where the offence relates to active bribery or corruption  
c) Bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;
3. Fraud where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities
  - a) the offence of cheating the Revenue
  - b) the common law offence of fraud
  - c) the common law offence of theft or fraud
  - d) fraudulent trading within the meaning of section 458 of the Companies Act 1985, or section 993 of the Companies Act 2006;
  - e) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
  - f) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
  - g) the common law offence of uttering; or
  - h) the common law offence of attempting to pervert the course of justice;

4. Terrorist offences or offences linked to terrorist activities; listed in section 41 of the Counter-Terrorism Act 2008; or Schedule 2 to that Act where the court has determined that there is a terrorist connection.

5a) Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;

5b) Money Laundering or Terrorist financing; an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988;

6. Child labour and other forms of trafficking in human beings; any offence under Part 1 of the Human Trafficking and Exploitation (Scotland) Act 2015 or under any provision referred to in the Schedule to that Act;

7. Drugs trafficking, an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;

8. Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any EEA state or any part thereof.

Question		Answer
1	Has the bidder itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment within the last five years for one of the reasons (1-8) listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	If the answer is yes to any, please provide details including: <ul style="list-style-type: none"><li>• Date of conviction</li><li>• Which of the points 1-8 it relates to and the reason</li><li>• Name of the person convicted</li><li>• A description of any measures taken by the bidder to demonstrate its reliability despite the existence of this relevant ground for exclusion</li></ul>	

## Relating to the Levels of Insurance Cover

Question	Answer
<p>1 The Bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated at Schedule 8 (Terms and Conditions), section 14.3 (as a minimum)</p>	<p><input type="checkbox"/> Yes, I already have this</p> <p><input type="checkbox"/> No, but I commit to obtain it</p> <p><input type="checkbox"/> No, and I cannot commit to obtain it</p> <p><input type="checkbox"/> Not applicable – my business is exempt</p>
<p>2 <b>Provide details of the coverage you refer to in Q1 (above) here:</b></p>	

## Section 2: Quality Questions

QUALITY AWARD CRITERIA		Section Weighting	Question Weighting
<b>SECTION 1. UNDERSTANDING THE REQUIREMENT</b>		15%	
Q1.	Tenderers should provide an introduction to their proposal, which demonstrates a full and clear understanding of requirements		50%
Q2.	Tenderers must show an understanding of the policy environment and how the proposal addresses the policy problem		50%
<b>SECTION 2. METHOD AND ADDED VALUE APPROACH</b>		40%	
Q1.	Tenderers must show an understanding of the policy environment and how the proposal addresses the policy problem		25%

Q2.	Where appropriate, tenderers should explain how they are developing the brief further to add value.		25%
Q3.	Tenders should provide examples of when they have previously used a national survey and focus groups to answer a research question		25%
Q4.	Tenders should explain how they intend to recruit participants, conduct the assessments and then analyse the resulting data.		25%
<b>SECTION 3. QUALITY MANAGEMENT AND DELIVERY</b>		<b>20%</b>	
Q1.	<p>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.</p> <p>This <b>must</b> include a detailed project plan and timetable which details key dates, delivery tasks, project milestones and allocation of staff and staff time against each task, covering the duration of the contract.</p>		(25%)
Q2.	Tenderers should provide a clear assessment of ethical and data protection considerations and how the approach will take these into account. At a minimum this will include details of how the data will be stored safely, approach to data cleaning and anonymization and a secure process for transferring personal data		(25%)
Q3.	<p>Tenderers must explain how they will control quality of information gathering, evaluation, report writing and other outputs.</p> <p>This should include mechanisms for project management such as co-ordinating cross-team activity, wider scientific collaborators and engagement with other stakeholders.</p>		(25%)
Q4.	Tenderers must provide details of the key risks considered relevant to the delivery of this project, (including loss of data, absence of staff). This includes a risk matrix that also shows how the risks are managed.		(25%)
<b>SECTION 4. TECHNICAL EXPERIENCE AND STAFFING</b>		<b>15%</b>	

Q1.	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 3 Non-Scoring and Information only Questions:**

Sustainability, Fair Work Practises and Climate Emergency		Non-Scoring
Q1	<p>Sustainable public procurement aims to get the best value from public spending. The <a href="#">Procurement Reform (Scotland) Act 2014</a> established laws around this which require contracting authorities to consider how the economic, social and environmental wellbeing of the area in which it operates can be improved through effective and efficient procurement activity.</p> <p>Please describe how you can support these objectives through the delivery of this contract requirement.</p>	
Q2	<p>Please describe how you will commit to fair work practices for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract. Your response you should describe how you are adopting the 'Fair Work First' practices, a minimum ask of suppliers:</p> <ul style="list-style-type: none"> <li>• Investment in skills and training</li> <li>• No inappropriate use of zero hours contracts (for example using zero hours contracts when people are</li> </ul>	

	<p>working regular hours; exclusive contracts that stop flexible workers working for other people)</p> <ul style="list-style-type: none"> <li>• Action to tackle the gender pay gap</li> <li>• Genuine workforce engagement such as trade union or employee association recognition, and</li> <li>• Fair pay for Workers (for example the Real Living Wage)</li> </ul>						
<b>Q3</b>	<p><b>SCOTTISH BUSINESS PLEDGE</b></p> <p>The Scottish Business Pledge is a Scottish Ministers initiative which aims for a fairer Scotland through more equality, opportunity and innovation in business. Information on this can be found at the following link: <a href="https://scottishbusinesspledge.scot/">https://scottishbusinesspledge.scot/</a></p> <p>Tenderers are asked to confirm if they have signed up to the Scottish Business Pledge.</p>	<input type="checkbox"/> Yes, I have signed this.  <input type="checkbox"/> No, but I commit to signing it in the future.					
<b>Q4</b>	<p><b>LIVING WAGE</b></p> <p>The Scottish Living Wage Accreditation Initiative and the Living Wage Foundation recognise and celebrate the responsible leadership shown by Living Wage Employers and support employers to incorporate the Scottish Living Wage into organisational structures long term. More information can be found at the links below: <a href="http://scottishlivingwage.org/">http://scottishlivingwage.org/</a> <a href="http://www.livingwage.org.uk/">http://www.livingwage.org.uk/</a></p> <p>Tenderers are asked to confirm if they are accredited as a Scottish Living Wage Employer.</p>	<input type="checkbox"/> Yes, I am accredited  <input type="checkbox"/> No, but I commit to obtaining accreditation in the future					
<b>Q5</b>	<p><b>BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)</b></p> <p>Please describe any Business Contingency and Disaster Recovery (BCDR) Plans you will put in place to ensure delivery of Services/Goods during the COVID-19 pandemic, these may be but not limited to:</p> <p>Supply Chain Resources (Staff) Deliveries Use of IT IT failure Backups (on/off site servers)</p> <p>Plans must also cover any mitigation actions you will put in place to ensure delivery. Please see table below</p> <table border="1" data-bbox="279 1899 1129 1975"> <thead> <tr> <th>Threat</th> <th>H/M/L Risk</th> <th>H/M/L Impact</th> <th>Mitigation Actions</th> <th>Responsible Owner</th> </tr> </thead> </table>	Threat	H/M/L Risk	H/M/L Impact	Mitigation Actions	Responsible Owner	
Threat	H/M/L Risk	H/M/L Impact	Mitigation Actions	Responsible Owner			

				including timescales		

## SCHEDULE 5 - PRICING SCHEDULE

1. Cost will be firm for the duration of this contract. Charges which appear elsewhere in the proposal but which are not summarised here, will be presumed to have been waived.
2. Payment will be made in arrears on submission of detailed invoices. The timing and frequency of invoices will be agreed between the Scottish Government contract manager and the contractor, as stated in the Schedule 2 - Specification.
3. Prices should be quoted in Pounds Sterling (£) and should be exclusive of any VAT which may be chargeable.
4. Your tender price must cover liability for all costs including staff costs, attendance at meetings, equipment, access to data, travel and subsistence, and overheads. Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred

Can you please complete Table A below to demonstrate who will be providing the required services, their designation/role for the duration of the required service. Please also include the number of days each individual will be working on the project, the total cost per day for that individual and the total cost for the individual for the duration of the project.

All process should be exclusive of VAT

Please Note: the maximum budget available for this contract is £50,000 **exclusive** of VAT



Table A

Name	Designation/Role	Number of days	Cost per day (£)	Total cost (£)
<b>Total cost of Table A</b>				£

Can you please detail any other costs applicable within Table B

Table B

	Description	Cost per unit	No. Units	Total cost (£)
<b>Total cost of Table B</b>				

Can you please complete the table below to demonstrate the Tender Sum Total of your proposal service. Table C will be scored with a price ration of 30%

Table C

<b>Tender Sum Total (Table A + Table B)</b>	
---	--

## SCHEDULE 6 - PURCHASE ORDER AND INVOICING REQUIREMENTS

### Purchase Order options and Invoicing Requirements

**This schedule is for information purposes only. The schedule outlines the options Scottish Government can offer to transmit orders and receive invoices. If you are successful you will be asked which your preferred option during the implementation period is.**

1. Scottish Government (SG) uses PECOS as the Purchase-to-Pay (P2P) system. Further information can be accessed through the following link:  
<http://www.gov.scot/Topics/Government/Procurement/eCommerce>
2. PECOS supports the following options for transmitting approved Purchase Orders (POs) to suppliers:
  - **cXML** - PECOS can issue a cXML PO directly to a supplier's back office system. This allows the PO to be automatically captured by the supplier's system, thereby removing the need to manually enter the PO and reducing potential errors. There is a one-off charge to configure cXML ordering from PECOS. The charge is £1415 + VAT per connection for cXML PO transmission. This is a one off cost for the supplier as once the connection is bought it can be used indefinitely with all PECOS customers. If an established live connection already exists then the one-off charge is not applicable.
  - **PDF Email** – PECOS will send the supplier an emailed PO to a predetermined address with a PDF attachment.
  - **Secure Email** – PO's by secure emails are used when sending personal information ie interim managers names, home addresses etc. There is no cost for this set-up.

### Invoicing options

3. The Scottish Government can accept invoices through the following options:
  - Paper invoice to Accounts Payable, Victoria Quay, Edinburgh EH6 6QQ

**NOTE TO BIDDERS : The current preferred method for SG is to receive invoices via post; the other options may be available in the future.**

- Email with a PDF attachment invoice
4. To ensure compliance with the EU eInvoicing Directive– effective from April 2019, the Scottish Government is working with suppliers with a high volume of invoices annually to use an electronic format such as cXML or PDF for all invoices and credit notes. There are no costs to suppliers to issue and invoice or credit note via the Scottish Government's eInvoicing solution.

5. All invoices submitted – regardless of format – must be HMRC compliant and include the following data:
  - PO number
  - Product or service item number if used (invoice should reflect any item number used on the PO)
  - Line item detail – such as price, unit of measure and description
  - Invoice period
  - Supplier details include relevant tax information
  - Buyers details
  - Delivery details
  - Payment instructions
  - Allowance or charge information
  - Invoice totals
  - VAT breakdown (if applicable)
  
6. It is critical the invoice issued matches the information within the Purchasing System to ensure the data is correctly mapped to the invoice processing environment.

## SCHEDULE 7 - FORM OF TENDER TO THE SCOTTISH GOVERNMENT

(\*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 services in the Specification of Requirements (Schedule 2) in accordance with the Schedules, at the prices entered in the Commercial Proposal (Schedule 5) and in accordance with the Terms and Conditions of Contract (Schedule 8) which appear in this set of documents.

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

- **SCHEDULE 1**            **Instructions for Tenderers**
- **SCHEDULE 2**            **Specification**
- **SCHEDULE 3**            **Evaluation Guide and Instructions**
- **SCHEDULE 4**            **Quality Questions**
- **SCHEDULE 5**            **Pricing Schedule**
- **SCHEDULE 6**            **PO and Invoicing Requirements**
- **SCHEDULE 7**            **Form of Tender**
- **SCHEDULE 8**            **Scottish Government Terms & Conditions of Contract**

We agree to abide by this tender from 17 July 2020, the date fixed for receiving tenders, until the Award of Contract.

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.

We understand that the service provision is expected to commence 28 August 2020 and end not later than 31 March 2021, **with option to extend for one month unless** the Contract is terminated in accordance with the Terms and Conditions of Contract of this Invitation to Tender (ITT) document.

We understand that the Scottish Ministers are not bound to accept this or any Tender for this project, however, any contract that may result from this Tender will be subject to Scots Law and the Tenderer hereby irrevocably submits to the jurisdiction of the Scottish Courts.

We agree that this Tender remains open for consideration for 3 months from the date fixed for receiving Tenders.

By submitting a Tender, we acknowledge that our Tender is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person.

Signature

Name:  **(BLOCK CAPITALS)**

Designation

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Address

Telephone No  **INCLUDE AREA CODE**

Date

## SCHEDULE 8 - TERMS AND CONDITIONS

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



SG Terms and  
Conditions.pdf