Call-Off Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	1 Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	4 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	5 the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	6 those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	7 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	8 any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	9 any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any

	of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	10 the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	11 has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	12 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	13 Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	14 Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	15 has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	16 has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("**Registers**").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

(a) every week throughout the Contract Period; and

(b) no later than 5 days after a request from the Buyer for an up-to-date copy of the Exit Plan;

(c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

(d) as soon as reasonably possible following, and in any event no later than ten (10) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.

5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

(a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 12 (Clustering) – NOT USED

Call-Off Schedule 13 (Implementation Plan and Testing) – NOT USED

Call-Off Schedule 14 (Service Levels) – NOT USED

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager'(s) shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager(s) in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier's Contract Manager(s) by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be agreed at contract mobilisation.

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

Call-Off Schedule 16 (Benchmarking) – NOT USED

Call-Off Schedule 17 (MOD Terms) – NOT USED

Call-Off Schedule 18 (Background Checks) – NOT USED

Call-Off Schedule 19 (Scottish Law)

1. When you should use this Schedule

1.1 This Call-Off Schedule 19 may be included to adapt the Core Terms and Schedules so that the Call Off Contract is under Scottish Law.

2. Changes to the Core Terms

2.1 Clause 19, (Other people's rights in this contract) – "Contract Rights of Third Parties Act (CRTPA)" shall be replaced by *"*Contract (Third Party Rights) (Scotland) Act 2017 (CTPRSA)*".* References to "*CRTPA*" shall be replaced by "*CTPRSA*".

2.2 Clause 34 (Resolving Disputes):

2.2.1 Clause 34.2 – add the following wording: "The governing law and jurisdiction provisions of CEDR's Model Mediation Agreement shall be deemed to be amended to refer to the laws of Scotland and the Court of Session."

2.2.2 Clause 34.3 The term "Courts of England and Wales" shall be amended to read *"Court of Session"*

2.2.3 Clause 34.4 – Conduct of Arbitration.

(a) The words "*under the London Court of International Arbitration rules current at the time of the Dispute*" shall be deleted.

(b) The seat or legal place of the arbitration shall be amended so that it takes place in "*Edinburgh*" as opposed to "*London*".

(c) Add the following wording "*The arbitration shall be conducted in accordance with the Arbitration (Scotland) Act 2010 subject to disapplication in whole or in part of any of the default rules of the Scottish Arbitration Rules comprising Schedule 1 to that Act as the Parties may agree*."

2.3 Clause 35 (Which Laws apply) – the words "*English Law*" shall be replaced by "*the Law of Scotland*".

3. Changes to the Joint Schedules

3.1 Joint Schedule 1 – Definitions shall be amended as follows:

3.1.1 The definition of "CRTPA" shall be replaced by ""CTPRSA" the Contract (Third Party Rights) (Scotland) Act 2017".

3.1.2 In the definition of "Dispute" the reference to "*English law*" shall be replaced by "*the Law of Scotland*" and the reference to the "*English courts*" shall be replaced by the "*courts of Scotland*".

3.1.3 In the definition of "Insolvency Event" – the word *"Assignment"* replaced by *"Assignation".*

3.1.4 In the definition of "Losses" the word *"tort"* shall be replaced with *"delict".*

3.1.5 In part (a) of the definition of "Intellectual Property Rights" the words *"Know-How"* and *"trade secrets"* refer to pre-existing know-how and trade secrets only.

3.1.6 "Working Day": reference to "England and Wales" replaced by "Scotland"

3.2 Where a Call-Off Guarantee is selected, the following provisions of Joint Schedule 8 – Guarantee shall be amended as follows:

3.2.1 Annex 1 – Form of Guarantee WHEREAS (B) "deed" replaced by "contract"

3.2.2 Throughout the whole Schedule delete all references to "deed of Guarantee" merely express as "Guarantee"

3.2.3 Clause 4.1 Delete references to "England and Wales" when referring to addresses.

3.2.4 Clause 12 – the word "*assignment"* shall be amended to "assignation".

3.2.5 Clause 14 – "*Contract (Rights of Third Parties) Act 1999*" shall be amended to "*Contract (Third Party Rights) (Scotland) Act 2017*".

3.2.6 Clause 16 Governing Law (add "and Jurisdiction"). References to *"Courts of England"* to be replaced by *"Court of Session".* References to *"English"* to be replaced by *"Scottish"*. References to "*England and Wales*" to be replaced by "*Scotland*".

3.2.7 Alter execution strip to read as follows:

"IN WITNESS WHEREOF THESE PRESENTS CONSISTING OF THIS PAGE AND THE [ ] PRECEDING PAGES ARE EXECUTED IN DUPLICATE AS FOLLOWS:

SIGNATURE:

NAME:

POSITION:

PLACE OF SIGNING:

DATE:

WITNESS:

WITNESS NAME:

WITNESS ADDRESS:"

4. Changes to Call-Off Schedules

5. References to Legislation

Where legislation applicable to England and Wales only is expressly mentioned in this Call Off Contract it shall have the effect of substituting the equivalent legislation applicable in Scotland.

Call-Off Schedule 20 (Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

National Care Service

Business Case & Operating Models

Bid Pack – Attachment 3 Specification of Requirements

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SPECIFICATION & REQUIREMENT

INTRODUCTION

Background

The Scottish Government launched a consultation on 9-August-21 on the creation of a National Care Service. This tender outlines the work to be undertaken should consultation support this course of action. The Scottish Government (Health & Social Care Directorate General [H&SC]) is inviting bids for the following key services in the development towards delivery of a National Care Service: business case, current operating models, and target operating model.

Key documents that underpin the current development of the National Care Service:

A National Care Service for Scotland: consultation https://www.gov.scot/publications/national-care-service-scotland-consultation/documents/
Prior to this, the Independent Review of Adult Social Care was published in Feb-21 that gave the underpinning driver for work on NCS Adult social care: independent review - gov.scot (www.gov.scot)

Requirements overview

Development of target operating model (TOM) for a National Care Service (NCS) and, as per the consultation, possible reform of integration authorities based on co-design principles and consultation findings. This should include:

- Outline plan of method employed for TOM design that is person-centred and co-designed (with appropriate level of relevant participation to be set out for each of the following points in 1.2.1 and in 1.2.3).
- Key functions, accountabilities and delivery models at each layer of the system.
- Whole-systems design including outline of digital and data *at the core* approach to system design including those that are digitally excluded and may need additional support to access/use the service (this includes both citizens and staff who may requiring upskilling and alternative methods of access).
- Clear description of critical options for senior leaders to consider in delivering the NCS system, demonstrating the implementation gap it is resolving.

1.2.2 Delivery of Programme Business Case that is consistent with HMT Green Book; including review and as necessary recommendations for revisions of draft Strategic Outline Case to allow it to progress to final draft.

1.2.3 Input to and verification of two current operating model reports for Health & Social Care:

- High level finance and governance map across Health & Social Care; strong visual representation based on available data, employing targeted workshops/interviews required.
- Current operating model in social care; tenderer should outline the scaling and focus of insight required across the sector in mapping in relation to data-insight required for TOM and business case (cognisant of the implementation gap that is being resolved). This should include visual representation of understood governance and finance (from the H&SC finance and governance report) plus indication on critical problems in the system, and baseline performance data for benefits tracking; this should form the current state analysis report.
- Clearly defined and evidenced "implementation gap" report which will be used by Design Authority to ensure design proposals make direct (or indirect) impact to outcomes.

BACKGROUND

Independent Review of Adult Social Care

Following the Independent Review of Adult Social Care (IRASC) [Feb-21], the Scottish Government is currently consulting on the establishment of a National Care Service in Scotland. This re-design subject to the consultation is one of the most significant public service transformation agenda undertaken by the Scottish Government.

A programme of social care reform is needed to achieve the full potential of human rights based approach to social care in Scotland, including the ongoing work of Care and Wellbeing Programmes. In the consultation, it is outlined that a National Care Service is needed to:

- Achieve consistency across the country.
- Drive national improvements.
- Ensure strategic integration with the NHS.
- Set national standards.
- Workforce(s) terms and conditions.
- Bring national oversight and accountability.

There is a need to transform the way social care is planned, commissioned and procured to enable:

- Building of trusting relationships.
- Collaboration rather than competition.
- Establishing partnerships not market places.
- Amplify the voice of living experience at every level of the redesign.
- There is a duty to co-design a new system with the people in social care.

IRASC was clear that social care transformation should include:

- Shifting the paradigm of care
  - move to new thinking
- Strengthen the foundations
  - Protect and reinforce what is working, e.g. Self-directed support
  - Adoption of science based improvement
  - Better support for unpaid carers
  - Invest in workforce
- Redesign the system
  - A new way of approaching social care delivery in Scotland
  - Person-centred service design
  - Robust and clear governance
  - Sustainable financial model
  - Support Scottish Ministers in accountability-visibility and insight-led change.

National Consultation

The National Care Service, subject to the conclusion of the consultation, will be the most significant change in public services since the establishment of the National Health Service. At its core will be human rights and person-led care and support that focuses on positive outcomes for individuals in Scotland. TOM development is required to understand how designs/options for the NCS national and local structures will impact outcomes for people in Scotland. The operating models should be evidence-based and focused on reducing the implementation gap between social care policies and delivery. The development should be consistent with person-centred design principles and provide an overview of whole-system outline that will support national and regional operations, e.g. interdependencies internal/external to NCS.

Readiness

The Scottish Government is seeking to map the current models across (H&SC): finance and governance map across H&SC; and current social care delivery models (current ops model) inclusive of integration authorities. This should support options development, implementation gap definition, and high level roadmap for delivery

BUDGET

The budget for this project is capped at £550,000 excluding VAT.

SCOPE OF THE REQUIREMENT

Overview of requirements

Target operating model for a National Care Service national function and NCS local (potential reform of integration authorities), alongside a wider outline of sector in future-state; pending outcome of consultation, this will require an assumptions log where decisions have not yet been established.

Current operating model reports: visual map of finance and governance across H&SC; current operating model (as-is) report for social care.

Create and deliver Version 1.0 of the Programme Business Case.

The supplier should provide project support (working with SG PMO to provide plan and outline for the work to be undertaken) for dependencies across the workstreams.

Deliverables will be the property of Scottish Government; it should include evidence pack that supports assumptions and conclusions of final reports.

Target Operating Model (TOM)

The target operating model will seek to outline critical functions, structures and capabilities required to achieve improvement in outcomes for people in Scotland; this should provide a person-centred approach and appropriate co-design as per SG Design principles and delivered as outlined as at 1.2.1. This should be evidence based and support the development of legislation, and inform the options development within the business case(s) work. The project plan should indicate regular review with senior leaders for agreement. The TOM should be cognisant of the management case and delivery feasibility, including indication of level of disruption.

The TOM should provide an outline for National Care Service functions and possible NCS local structure (pending consultation on reform of integration authorities). Alongside this, a wider map of interdependent agencies and functions is required to understand clearly how the future-state will operate, i.e. any transfer of functions, new requirements, etc.

The TOM development should clearly outline how it is reconciling the implementation gap issues, as outlined in IRASC. As well as recommendations for performance indicators by which changes can be measured, from high level population outcomes to system performance.

The TOM development should provide options for Programme Delivery Board (via Design Authority) to consider, including: review of (benefits and dis-benefits) and evidence from international models of care: lessons, models, benefits, benchmarking; how other countries have achieved improvement in positive outcomes (defining indicators, measuring and reporting approaches). Method for evidencing positive outcomes for people in Scotland (working with SG PMO to support benefits management). This should be achieved in consultation with existing social care analytical strategy and data and wider engagement as appropriate.

The TOM for the National Care Service should provide considerations for the following areas (tenderer should consult the detail of the published consultation and outline other critical areas from their experience in major transformation in health and social care):

i. digital approach including those who are currently excluded to service delivery and system enablement;
ii. commissioning, procurement, definition and delivery of care;
iii. improvement strategy;
iv. national community health and social care standards;
v. integration authority powers and functions;
vi. national complaints and remediation service;
vii. approach to delivery partners;
viii. workforce development;
ix. regulation functions;
x. data management;
xi. consideration of shared services model, including with existing structures;
xii. performance reporting models;
xiii. highlighting critical issues which will require formal SG internal legal advice to ensure competence;
xiv. data and privacy considerations and implications.

A separate project will undertake detailed work for digital and data transformation; the TOM will require to outline at *high-level* digital and data architecture system requirements and views on how a *National Care Record* could support the intended outcomes of National Care Service national and local functions.

Improved data and digital infrastructure should support a range of functions within a National Care Service; the TOM should outline how this will be deployed within the whole-system. Data and digital are both critical for:

- helping people live fulfilling, independent lives;
- enabling professionals to support those people;
- facilitate ethical and collaborative commissioning;
- underpin regulation and improvement programmes;
- support workforce planning; and
- facilitate research and intelligence;
- understanding on digital and data requirements for service delivery and system processes.

Current Operating Model (COM)

Current Governance and Finance map across Health and Social Care – visual report. Tenderer should validate analysis that can be used to understand current levels of maturity. Data will be available to allow this work to move at pace with substantial work being completed in house.

The governance and finance map will be developed with SG team; the supplier should use data provided to deliver a visual Governance & Finance Operating Report. The tenderer should outline the methodology they would use and how this will enable senior leaders and Scottish Ministers to manage and develop the system. This should be an easy to understand and digest output, giving the level of detail required to understand the system without excessive amounts of information included. Issues and inconsistencies should be noted. The tenderer should outline how they would engage with senior leaders and other relevant parties to validate data and findings.

Current Community Health and Social Care Operating Model ("as-is" report) in preparation of potential design and creation of National Care Service and potential reform of integration authorities. This will include the operating model of Integration Authorities and related services. It should include different layers of the current operating model; how services are delivered across Scotland and noting variation at a local level.

This may be done at an appropriate level across the system which the tenderer should outline their approach; in addition some more detailed case studies at a pathway level in local areas should be included. This should build picture of critical levers and identify service and system problems.

The consultation outlines broadening the scope of the National Care Service to community health and social care for all ages and the tenderer should outline the methodology they will use to deliver a map of the scope outlined as per the consultation. The scope may be update following analysis of the Consultation responses.

This work should be undertaken in connection with TOM development; tenderer to outline how they would assess the level of detail and mapping required in the "as-is" report to support evidence-based TOM design, i.e. understanding performance problems that are failing to yield maximum possible outcomes for people and reflecting the needs of people and workforce(s).

Current operating model work for social care service delivery should provide baseline insight ahead of design and transformation. The tenderer should provide methodology in how they plan to outline the delivery models, and validate data. This output should inform the TOM and options development. The report should consider different 'lenses' by which analysis can be brought to the current model, with indicative recommendations for quick-win changes and longer-term transformation considerations.

The current operating model should outline system dependencies which might impact successful delivery or best value for SG; this should be done in connection with SG PMO risks and issues. This should be inclusive of known contractual liabilities; digital and data will have related landscape survey programme and shared outputs will be required between projects.

The current operating model report should provide high-level current performance metrics to support benefits management. Baseline current performance metrics should be outlined, cognisant of available data.

Current operating model work will require to run concurrently with programme business case development; distinct teams are required to cover the different capability demands, the tenderer should outline how they will coordinate work to ensure avoidance of duplication of information requests, avoidance of repeated stakeholder engagement, and allow for joint reporting into governance board. The project management for this should be provided by the supplier and liaise with SG PMO.

Business Case

The National Care Service Programme Business Case

The SOC should be reviewed with assumptions challenged, high-level options brought into visual representation, and rapid development plan for programme business case development.

The development of the initial SOC to final draft, then commence the work of the Programme Business Case Version 1.0. This should set out the strategic case across potential transformation work set out from the consultation findings; ensuring coherence and consistency at strategic level throughout. This should clearly set out the case for change, scope and financial and economic impact.

The PBC should follow HMT Green Book 5 Cases model and Scottish Public Finance Manual for major projects; it should provide Scottish Ministers and executive leadership of Scottish Government with a robust options outline.

The PBC should outline the critical dependencies, as per cases, required for the intended outcomes as set out in consultation findings.

The PBC should set out an overarching framework for the lifetime of the Programme, capturing short term implementation through to long term activity.

The PBC should provide appropriate level of information to provide clarity and guidance across work-streams.

The supplier will provide facilitation to clarify and validate: scope, structure, workforce, data & digital, plus additional critical areas they identify.

DELIVERABLES

Core items

The work should commence early December and run for up to 18 months (dates and milestones to be agreed during mobilisation) with following deliverables:

i) The H&SC Governance & Finance Map;
ii) The Social Care Current Operating Model (as-is report);
iii) Target operating model for National Care Service, inc. future-state map;

iv) National Care Service Programme Business Case (Version 1.0);

Additional information

The above documents must be presented in a clear, structured and comprehensive electronic format, with clear version numbers and notes, so that controls can be applied around which version is in use. Data visualisation should be used to clearly communicate evidence and conclusions, supported by written narrative.

The Supplier will return all source data to the Purchaser, unless the Supplier can demonstrate, for the Purchaser's verification, that this cannot be fully achieved.

The deliverables and outputs should include but not necessarily be limited to those included in this document. The final outputs, timetables and responsibilities will be detailed with the successful Supplier.

The Purchaser anticipates holding up to fortnightly project meetings during the contract period with the successful Supplier to ensure the project is developing according to our needs.

The ownership of the report and the initial draft guidance documents, and any data produced as a result of the contract, lies with the Scottish Ministers.

Outline of overarching milestones (to be confirmed during mobilisation; tenderer should provide insights to alternative plans):

December-21	• Mobilisation with Purchaser • Confirm outline of projects • Review of SOC
January-22	• Final version of the SOC
February-22	• Draft of Finance & Governance report
March-22	• Draft of TOM • Draft of "as-is" report for social care • Draft of Programme Business Case
April-22	• Inputs required for Financial Memorandum (in conjunction with Health Finance colleagues)
June-22	• Version 1.0 of Programme Business Case
September-22	• Presentation of deliverables

MILESTONES

Overview

Milestones and their indicative dates for completion for this project are contained within the table below. Anything that suppliers can do to expedite completion of this work ahead of these timelines will be welcomed.

Meetings may be face-to-face or virtual depending on availability of the Purchaser and Supplier. The Supplier may wish to propose their own approach to workshops for agreement with the client at the initial inception meeting.

Milestones	Completion Date
Mobilisation	Early December
Initial inception meeting/workshop with Client and Supplier*	ASAP; estimated early December
Clarification of key workstreams, service delivery demands, target operating model design approach	mid Dec 2021
Target Operating Model	
TOM: Electronic delivery of initial report draft and draft written guidance	TBC – project plan provided by supplier
TOM: Face-to-face meeting between Client and Supplier to review the initial report draft and draft written guidance and agree any changes or additions.	TBC – project plan provided by supplier
TOM: Electronic delivery of the draft report version and initial draft guidance.	TBC – project plan provided by supplier
TOM: Face-to-face meeting between Client and Supplier (if required) to discuss and agree final report version and initial draft written guidance.	TBC – project plan provided by supplier
TOM: Delivery of final report version and initial draft guidance with any amendments as a result of final face to face meeting.	TBC – project plan provided by supplier
TOM: Electronic delivery of initial report draft and draft written guidance	TBC – project plan provided by supplier
Current Operating Model	
Social care operating model	
Social care current operating model: Electronic delivery of initial report draft and draft written guidance	Early March
Social care current operating model: Face-to-face meeting between Client and Supplier to review the initial report draft and draft written guidance and agree any changes or additions.	TBC
Social care current operating model: Electronic delivery of the final report version and initial draft guidance.	TBC
Social care current operating model: Face-to-face meeting between Client and Supplier (if required) to discuss and agree final report version and initial draft written guidance.	TBC

Social care current operating model: Delivery of final report version and initial draft guidance with any amendments as a result of final face to face meeting.	Late spring
H&SC finance and governance	
H&SC finance and governance map: Electronic delivery of initial report draft and draft written guidance	24th Jan 2022
H&SC finance and governance map: Face-to-face meeting between Client and Supplier to review the initial report draft and draft written guidance and agree any changes or additions.	27th Jan 2022
H&SC finance and governance map: Electronic delivery of the final report version and initial draft guidance.	2nd Feb 2022
H&SC finance and governance map: Face-to-face meeting between Client and Supplier (if required) to discuss and agree final report version and initial draft written guidance.	tbc
H&SC finance and governance map: Delivery of final report version and initial draft guidance with any amendments as a result of final face to face meeting.	Tbc – mid Feb
Business Case	
SOC Review: Electronic delivery of initial report draft and draft written guidance	Early Dec
SOC Review: Face-to-face meeting between Client and Supplier to review the initial report draft and draft written guidance and agree any changes or additions.	TBC – project plan provided by supplier
SOC Review: Electronic delivery of the final report version and initial draft guidance.	TBC – project plan provided by supplier
SOC Review: Face-to-face meeting between Client and Supplier (if required) to discuss and agree final report version and initial draft written guidance.	TBC – project plan provided by supplier
SOC Review: Delivery of final report version and initial draft guidance with any amendments as a result of final face to face meeting.	Early February
Programme Business Case	
NCS PBC: Electronic delivery of initial report draft and draft written guidance	5th May 2022
NCS PBC: Face-to-face meeting between Client and Supplier to review the initial report draft and draft written guidance and agree any changes or additions.	13th May 2022
NCS PBC: Electronic delivery of the final report version and initial draft guidance.	Late spring 2022
NCS PBC: Face-to-face meeting between Client and Supplier (if required) to discuss and agree final report version and initial draft written guidance.	Late spring 2022
NCS PBC: Delivery of final report version and initial draft guidance with any amendments as a result of final face to face meeting.	Late spring 2022
NCS high level finance report: delivery of output for Finance Memorandum (closely linked to PBC Finance case)	Early April 2022

Annex to Specification (included at evaluation/clarification stage)

Engagement Initiation Process, including:

- Meaningful person-centred / lived experienced approach to design and development
- Greater understanding of the values presented in Christie Commission & IRASC
- Developing understanding of 'independent living' as defined by the disabled people's independent living movement and highlighted by in IRASC
- Maturing depth of knowledge of social care in Scotland; awareness of challenges and history.

Early conversation about SCIE's role will be beneficial to understand their reach within Scotland and this relates to IRISS' role in the sector; we are keen to have a joined-up approach.

In addition, the Scottish Government requires reassurance throughout the engagement that the KPMG team are supported to move beyond the rhetoric and theory of person-centred / lived experience, and commit to meaningful understanding of the principles. Demonstrating this development in your team should be built into your Contract Management check-in sessions.

The Scottish Government will require technical documents as per specification requirements, but key documents *may* require an additional version presented in a manner that is more broadly accessible for a range of readers. KPMG should demonstrate they have deep understanding of lived experience of social care support in Scotland to deliver appropriate information in formats accessible to them (if this is required by Contract Manager); ensuring appropriate language and concepts are built into written documents / verbal exchanges.

To support this, a number of short meetings should be scheduled with key team members with the following people to ensure full understanding around the wider priorities and ways of working:

a) **Social Covenant Steering Group**: understanding the commitment across the programme for delivering for social care
b) **The ALLIANCE**: understanding the role of third sector and lived experience in social care
c) **Chief Design Officer**: bringing to life the Scottish Design Approach
d) **Senior Delivery Officer**: experienced civil servant in working with suppliers to develop best approach to working with SG.

Call-Off Schedule 21 (Northern Ireland Law) – NOT USED

Call-Off Schedule 23 (HMRC Schedule) – NOT USED

Crown Commercial Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

(a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
(b) create new Call-Off Schedules;
(c) exclude optional template Call-Off Schedules; and/or
(d) use Special Terms in the Order Form to add or change terms.

2.5 Each Call-Off Contract:

(a) is a separate Contract from the Framework Contract;
(b) is between a Supplier and a Buyer;
(c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
(d) survives the termination of the Framework Contract.

2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

(a) verify the accuracy of the Due Diligence Information; or
(b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

(a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
(b) to a professional standard;
(c) using reasonable skill and care;
(d) using Good Industry Practice;
(e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
(f) on the dates agreed; and
(g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

(a) exclude VAT, which is payable on provision of a valid VAT invoice; and
(b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
(b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
(c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

(a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
(b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
(c) the Supplier is entitled to additional time needed to make the Delivery; and
(d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

(a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
(b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
(c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier must:

(a) attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form; and

(b) where the Order Form states that Financial Transparency Objectives apply, co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:

(i) on or before the Start Date;
(ii) at the end of each Contract Year; and
(iii) within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if required within 10 Working Days of the Buyer receiving a Financial Report.

6.2 The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Good Industry Practice and the Law on everything to do with the Contract:

(a) during the Contract Period;
(b) for 7 years after the End Date or such other date as agreed between the Parties; and
(c) in accordance with GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1 and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Contract Period and up to 18 Months after the End Date, to answer questions that the Relevant Authority or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

6.3 The Relevant Authority or an Auditor can Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract and, in the case of CCS, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.

6.4 During an Audit, the Supplier must:

(a) allow the Relevant Authority or any Auditor access to:
  (i) any Sites, equipment and Supplier's System used in the performance of the Contract to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
  (ii) Supplier Staff; and
(b) provide information within the permitted scope of the Audit to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority and the Relevant Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.

6.6 If the Supplier:

(a) is not providing any of the Deliverables, or is unable to provide them, it must immediately:

(i) tell the Relevant Authority and give reasons;
(ii) propose corrective action; and
(iii) provide a deadline for completing the corrective action; and

(b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:

(i) Supplier's currently incurred or forecast future Costs; and
(ii) forecast Charges for the remainder of the Contract;

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

(a) the methodology of the review;
(b) the sampling techniques applied;
(c) details of any issues; and
(d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline e.g. Head of Internal Audit/ Finance Director/ External Audit firm.

6.9 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders carries out during the period being audited or 100 Orders (whichever is less) and should provide assurance that:

(a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
(b) all related invoices are completely and accurately included in the MI Reports;
(c) all Charges to Buyers comply with any requirements under a Contract or as otherwise agreed in writing with the Government on maximum mark-up, discounts, charge rates, fixed quotes (as applicable); and
(d) an additional sample of 5 public sector Orders identified from the Supplier's order processing and invoicing systems as orders not placed under the Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.

6.10 The Supplier must comply with Buyer's reasonable instructions following an Audit, including:

(a) correct any identified Default;
(b) rectify any error identified in a Financial Report; and
(c) repaying any Charges that the Relevant Authority has overpaid.

6.11 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Relevant Authority's reasonable costs in connection with the Audit.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

(a) be appropriately trained and qualified;
(b) be vetted using Good Industry Practice and the Security Policy; and
(c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform each Contract;
(b) each Contract is executed by its authorised representative;
(c) it is a legally valid and existing organisation incorporated in the place it was formed;
(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;

(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
(f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
(g) it is not impacted by an Insolvency Event; and
(h) it will comply with each Call-Off Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

(a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
(b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

(a) receive and use the Deliverables; and
(b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to

the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

(a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
(b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

(a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
(b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

(a) must give reasonable grounds for its decision; and
(b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

(a) there is a Supplier Insolvency Event;
(b) there is a Default that is not corrected in line with an accepted Rectification Plan;
(c) the Supplier does not provide a Rectification Plan within 10 days of the request;
(d) there is any material Default of the Contract;
(e) there is any material Default of any Joint Controller Agreement relating to any Contract;
(f) there is a Default of Clauses 2.10, 6, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
(g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
(h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
(i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
(j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

(a) the Relevant Authority rejects a Rectification Plan;
(b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
(c) if there is a declaration of ineffectiveness in respect of any Variation; or
(d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

(a) The Buyer's payment obligations under the terminated Contract stop immediately.
(b) Accumulated rights of the Parties are not affected.
(c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
(d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
(e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
(f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

(a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and

(b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

(a) reject the Variation; or

(b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

(a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
(b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
(c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

(a) any indirect Losses; or
(b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
(c) any liability that cannot be excluded or limited by Law;
(d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

(a) Deductions; and
(b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
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14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

(a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
(b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

(a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
(b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
(c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
(d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
(e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

(a) keep all Confidential Information it receives confidential and secure;
(b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and

(c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

(a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
(b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
(c) if the information was given to it by a third party without obligation of confidentiality;
(d) if the information was in the public domain at the time of the disclosure;
(e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
(f) on a confidential basis, to its auditors;
(g) on a confidential basis, to its professional advisers on a need-to-know basis; or
(h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
(c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
(d) where requested by Parliament; or
(e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including

terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

(a) publish the Transparency Information;
(b) comply with any Freedom of Information Act (FOIA) request; and/or
(c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

(a) provides a Force Majeure Notice to the other Party; and
(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

(a) their name;

(b) the scope of their appointment; and
(c) the duration of their appointment.

24. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

(a) with the Variation Form, where the Supplier requests the Variation; or
(b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

(a) agree that the Contract continues without the Variation; or
(b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
(c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

(a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
(b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

(a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

(b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

(a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
(b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

(a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
(b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

(a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
(b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
(c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

(a) been investigated or prosecuted for an alleged Prohibited Act;
(b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
(c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or

(d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation in accordance with Clause 6.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

(a) Prohibited Act;
(b) identity of the Party who it thinks has committed the Prohibited Act; and
(c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

(a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
(b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

(a) all applicable Law regarding health and safety; and
(b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

(a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
(b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
(b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

(a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why

those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

(c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and

(d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

(a) Law;

(b) Clause 12.1; or

(c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a

mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

(a) determine the Dispute;
(b) grant interim remedies; and/or
(c) grant any other provisional or protective relief.

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by Scottish law.

Scottish Procurement and Property Directorate

Scottish Government
Riaghaltas na h-Alba
gov.scot

T: 0131 244 6007
E: [REDACTED E-MAIL ADDRESS]

[REDACTED NAME]
Ernst & Young LLP
1 More London Place, London, SE1 2AF
By email: [REDACTED E-MAIL ADDRESS]

Our ref: Case Ref./563758

7th December 2021

National Care Service: Business Case & Operating Models

Dear [REDACTED NAME]

Thank you for your tender dated 24 November 2021 for the above named contract opportunity. We have now completed our evaluation of all the tenders received for this contract and, on behalf of the Scottish Ministers I must inform you that on this occasion your tender has not been successful. The tables below show the individual scores given against the published criteria in respect of your submission and those of the winning tenderer KPMG.

Table 1 – Quality Score

Award Criteria	Section Weighting	Your Score	Winning Tenderer's Score
A - Understanding of Requirements and Policy Context	30%	19.80%	30%
B – Methodology	30%	21.84%	24.39%
C - Staffing and Resourcing	25%	16.50%	16.50%
D - Climate Emergency Response	4%	2.64%	2.64%
E - Community Benefits	3%	1.98%	1.98%
F - Fair Work First	5%	3.30%	5%
G – BCDR	3%	3%	3%
Overall Score	**100%**	**69.06%**	**83.51%**

Table 2 – Price Score

Award Criteria	Weighting	Your Score	Winning Tenderer's Score
Price Score	**100%**	**90.08%**	**90.66%**

Table 3 – Price/Quality Ratio Score

Award Criteria	Weighting	Your Score	Winning Tenderer's Score
Quality	70%	48.35%	58.45%
Price	30%	27.02%	27.20%
Total	**100%**	**75.37%**	**85.65 %**

The Framework requires us to summarise the reasons why you were unsuccessful and we have provided this together with the the characteristics and relative merits of the successful tender. This information is included in Appendix 1 this letter.

May I take this opportunity to once again thank you for your interest in this contract and remind you that further contracting opportunities from the Scottish public sector can be found on the Public Contracts Scotland portal.

Yours sincerely

[REDACTED NAME]

[REDACTED NAME]
Senior Portfolio Specialist

APPENDIX 1

Question No	Your Score	Summary of Your Bid	Winning Bid Score	Relative Merits & Characteristics of The Winning Bid
A1	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides a clear understanding of the policy context, and the need to ensure that the business case work needs to evidence the economic benefits from investing in social care • The tender includes information on previous examples of work within the health and social care policy context in Scotland, as well as example of experience of working on wider public sector reform • The tender provides a clear understanding of the sector, which is further enhanced by the inclusion of a health and social care landscape map. • Demonstrates a depth of understanding of policy into delivery reality, i.e. Integration, Fair Work, quality and improvement, integration authorities. **The TEP deemed your proposal could have been improved in the following areas:** • Could have been expanded with wider scope. • Some pertinent but detached comments on digital, data and Named Person not fully reflecting current context eg refreshed Digital Health and Care Strategy, Data and Delivery Strategy.	100	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Comprehensive response that clearly demonstrates the tenderers understanding of the policy context. • The tenderer brings together a clear legislative review with an understanding of delivery, which us fundamental to IRASC. • Comprehensive awareness of IRASC. • Brings together with clarity the synthesis between policy and delivery – and the challenges thereof. • Included examples from international approaches which would be valuable in feeding into the TOM/operating model work. • Noted the need to shift the narrative around investing in SC to one of investing to provide economic benefits. • Data and digital infrastructure comments are very germane. • Demonstrated an understanding of the existing data landscape, through acknowledgment of the existing fragmented nature of local authority/social care data systems. • Experience working with the SC system – as evidenced through the work with the Care Quality Commission, and the partnership with the Social

				Care Institution for Excellence – this would prove valuable for the current project. • Traceability as an important consideration is a good point. • Impact assessments as part of the process is a good point. • Expert panel is good idea.
A2	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides a clear understanding of requirements, including the need to make links with the legislative timeframe, and the existing SOC. This is further enhanced through the inclusion of a table which maps out deliverables and proposed content – as well as by providing examples of relevant experience • The tender presents a clear understanding of what is required for development of both the COM and TOM – including potential change to design following results of the consultation analysis • The tender includes a clear acknowledgement of dependencies between different components of the project • The tender includes details of proposed contract management and reporting processes, as well as suggested proposals to take forwards stakeholder engagement. **The TEP deemed your proposal could have been improved in the following areas:**	100	**The TEP deemed that the relative merits & characteristics of the winning bid included:** The tenderer provided good evidence setting out the recognition of interdependencies within the project – as evidenced by a diagram showing linkages between the different components of the project. Acknowledged the importance of including data and digital requirements at the outset. A strength of the tender was a demonstration of previous experience in developing HMT Green Book compliant business cases, and delivering system based transformation projects. Demonstrated they had good contract management systems in place, as well as the need to ensure that engagement with stakeholders is targeted, to avoid repetition and duplication.

		• Not much detail about the detail of necessary activity. • Prosaic outline of philosophy and challenges but no dynamic description of methodologies of engagement, hard to reach groups, or cumulative feedback and consensus mechanisms. • Stronger examples from H&SC in Scotland would add to this answer.		
B1	100	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides details for a mobilisation plan, setting out key features including a series of knowledge accelerator sessions to encourage knowledge transfer. • BPSS clearance plan is set.	100	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • The tender provided an awareness of the tight deadlines for delivering the project, and provided evidence of how to deliver within this context by: Planning a requirement session to establish a common understanding of deliverables/timescales, and agreement of prioritisation and a flexible resource proposal, which can be flexed according to need as the work programme develops. • Clearly and tailored plan that outlines any assumptions. • Clear plan to mobilise at pace and deliver value early on. • Regular programme checkpoints.
B2	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides a clear methodology for development of the TOM, noting alignment to the Scottish Approach to Service Design, and a 5 step	66	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Recognition of interdependencies between the TOM, and other work streams. • Recognition of the need to ensure outputs are Green Book compliant.

		approach, drawing in lessons learned from international models of care. • The tender also notes a high level change impact will be produced, and sets out proposals to ensure a person-cantered approach is taken to develop the TOM • The tender includes examples of experience of delivering TOM in the health and social care environment from previous work. **The TEP deemed your proposal could have been improved in the following areas:** • Data and digital architecture requirements doesn't recognise the scope restrictions on this tender (data and digital will be the subject of a separate piece of work as was made clear in the tender). • Very general with not enough evidence of understanding Scottish issues. • Suggestion of workshop for people with lived experience to take place in London suggests a lack of appreciation of the need for this to be a Scottish based piece of work with engagement made as easy as possible for service users.		• The document included a breakdown of the tasks, which was helpful, including recognition of the need to conduct sensitivity analysis/stress testing to validate findings. • Approach to developing future state system appeared well thought out, and demonstrated an awareness of the wider context. • Approach to identifying wider impacts across the system seemed sensible. • Very good demonstration of building Lived Experience using personas and validating them against real stakeholder groups.
B3	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender notes dependencies with operating model work, and the existing strategic outline case • The tender provides a suggested approach for delivering the PBC, setting out – in detail – required steps and outputs. This was then further enhanced by providing a description of the requirement for each of	100	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Recognition that the PBC work has dependencies, and a demonstration of experience of working in similar environments. • The tenderer has links with central government departments to improve benefits monetisation.

		the 5 cases, alongside associated activities and dependencies. This was especially strong for the economic case. **The TEP deemed your proposal could have been improved in the following areas:** • Activities were well displayed, however an overarching roadmap would have provided a convincing implementation plan of activities and demonstrated the need to work carefully and in a planned way with stakeholders whose time will be at a premium. • no mention of third sector providers, third sector generally, users, independent sectors or trades unions.		• Demonstration of understanding of what is required for an economic case, and alignment between financial and economic case. • Good project plan. • Case model application to the strategic/economic/commercial/financial key activities very useful. • Visual reporting very good.
B4	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender demonstrates a clear understanding of the purpose of the COM – to inform a baseline against which benefits can be measured • The tender also includes information on the proposed methodology, including deliverables, key activities, and inputs. • The tender provides information on experience of previous work undertaken to benchmark social care in Scotland, as well as examples of previous work where analysis was communicated to a variety of audiences. • Focus on human centred design techniques • Evidence of previous visual approaches	66	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Recognition of the need to capture data for baselining purposes. • Also notes the importance of avoiding duplication of works/links to PBC/TOM work. • Recognition of need to make analysis user friendly through a 3 layered approach/data lake tool. • Demonstration of experience in managing complex system projects, as well as alignment with business case leads.

		• Evidence of knowledge transfer to staff in commissioning organisations **The TEP deemed your proposal could have been improved in the following areas:** • Suggested benchmarking focuses on system level data and misses out importance of evidence of user engagement and satisfaction \ dis-satisfaction with current services. • Examples of previous work are relevant but the description of what they would do in this tender are quite generic and lacking a sense of the Scottish complexities. • Activities were well displayed, however an overarching roadmap would have provided a convincing implementation plan of activities and demonstrated the need to work carefully and in a planned way with stakeholders whose time will be at a premium		
B5	100	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tenderer provides details of the key components proposed for contract management of the project. This includes the appointment of a dedicated contract manager, alongside the monitoring and reporting of performance.	100	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Clear and tailored resource management structure. • Contract management plan is outlined in comprehensive outline. • Clear accountabilities for the engagement is given with named supplier-side identified resource. • Reporting plan is strong and clear. • Clear requirements for the client are set out to support an intelligent client method. • Quality management review is established with partner-level challenge.

B6	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tenderer provides information on their approach to quality management, including information on their internal quality assurance programme. **The TEP deemed your proposal could have been improved in the following areas:** • Building this more concretely with the agreed activities would have supported this response – linking to clear deliverables and drumbeat of QM activity.	66	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Outline of approach is clear and comprehensive. • SCIE input provides clear SME insight into SC experience with clear plan to deliver. • Subcontractor responsibility is outlined and supplier's responsibilities for this. • Named quality oversight given. • Partner challenge is outlined and demonstrates clear QM approach. • Customer journey mapping • Partner challenge panel
B7	100	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides information on how innovation could be identified and improved, through identifying innovation opportunities through continuous improvement work, as well as using innovative techniques to engage with stakeholders. Examples from previous work were included in the section. **The TEP deemed your proposal could have been improved in the following areas:** • Uncertain about validity/ reliability of Wavespace/ User Experience Design/ CogniStreamer, etc • This is true across all submissions which announce 'tools' within their consultation tool-box. How valid/	100	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Focus on continuous improvement to client, including identifying lessons learnt, and opportunities. • Catalogue of good practice shared • Innovation events • Supplier events • Net zero events • Social care innovation network event

		reliable are they with disadvantaged, disempowered cohorts; some of whom may have communication/ comprehension/ sensory difficulties		
C1	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides details of the proposed team, setting out relevant experience. • The proposal includes a PBC lead, and a separate economic lead for the project **The TEP deemed your proposal could have been improved in the following areas:** • Lack of experience in Scottish H&SC represented in the team. • Unsure who is responsible for working with lived experienced groups.	66	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Clear senior involvement from supplier firm. • Strong Scotland experience demonstrated in the credentials. • Public sector awareness and experience is very strong. • Good TOM staffing especially with recognition of local implications being tailored in response.
C2	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides details of availability of adequately skilled staff throughout the project, as well as the tenderers capacity to provide the resource required • The tender also includes details on initiatives to support staff throughout the project. **The TEP deemed your proposal could have been improved in the following areas:**	66	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Good understanding of resource required, and flexibility to support changing needs. • Detail was provided on a number of successes, where resource was managed through refresh and replacement initiatives, as well as business continuity planning. • Clear approach to staff wellbeing and how this is taken seriously by the firm. • Agile approach to programme management

		• Mobilisation plan would have supported this response further.		
D1	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides details of the tenderers commitment to environmental sustainability, and outlines key initiatives in this area. • The tender notes the ambition to factor sustainability considerations into the project.	66	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Demonstrated an understanding of the Scottish policy context, including commitment to reduce GHG emissions. • Proposal to hold workers session to explore carbon footprint, and how different TOM could link to reduction in carbon emissions. • CDP Supplier Engagement Leaderboard 2020
E1	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides details of initatives that could be used as part of the NCS project, including the delivery of a workshop on environmental sustainability, and the facilitation of an employment opportunities workshop. **The TEP deemed your proposal could have been improved in the following areas:** • Not particularly sure about the legacy benefits of these activities, e.g. who/what will do the necessary follow-up work?	66	**The TEP deemed that the relative merits & characteristics of the winning bid included:** • Section noted a number of initiatives in this area, including ensuring employment opportunities for people from disadvantaged groups through engagement with Enable. • The section also proposed option of including volunteering days in the project. • Section also proposes a series of spotlight sessions featuring individuals/organisations who have experience of need/delivering SC commitments.
F1	66	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**	100	**The TEP deemed that the relative merits & characteristics of the winning bid included:**

		• The tender includes information on initiatives which demonstrate compliance with fair work practices. **The TEP deemed your proposal could have been improved in the following areas:** • Doesn't cover how it develops its minority leadership programme.		• Noted support for principles of Fair Work First, and provided a good level of detail on how the firm has committed to the criteria, including ensuring employees have an effective voice; and how these standards would be applied to this project.
G1	100	**The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:** • The tender provides details on plans to ensure business continuity, and includes a table setting out potential threats to delivery, and mitigation actions.	100	**The TEP deemed that the relative merits & characteristics of the winning bid included:** Detailed table, setting out threats, scale of risk/impact, and mitigation actions.