

SCHEDULE 2 - SPECIFICATION

SHIPYARD REVIEW OF PRODUCTIVITY AND POTENTIAL IMPROVEMENTS STUDY CASE REF: 605753

1. INTRODUCTION

1.1 Background

Ferguson Marine (Port Glasgow) Limited (FMPG) is a shipyard based on the lower River Clyde in Scotland. The yard is owned by the Scottish Government. The Scottish Government wishes to commission a report to identify potential ways to improve the competitiveness and productivity of the shipyard in support of its sustainable future. The report should focus on a time horizon of three years to perform the assessment, have any upgrades approved and carried out, and the first vessel constructed benefiting from those potential upgrades.

The specification for the production and content of the report is presented below.

1.2 Objectives

The overall objective is to identify the measures that could be implemented to improve the competitiveness and productivity of the yard in relation to its comparators. To provide a detailed estimate the timeline and the potential cost of the various phases of improvements. The work should also identify any measures that can be implemented in early course to gain near-term benefit.

1.3 Scope of work

The scope of work for this initial phase of generating the development plan will be:

- i. Clarification of the target productivity, target product mix and planned shipbuilding strategy of the yard;
- ii. Development of a shipyard concept layout that supports steady-state shipyard operations at the target levels of throughput and productivity for the target product mix;
- iii. Identification of measures that, if executed, will improve efficiency and competitiveness in relation to comparator shipyards; Detail the priority of phases that should be actioned and the anticipated costs of each.
- iv. High-level estimation of the timeline and capital investment required to implement the measures identified.

2. DELIVERABLES

2.1 The key deliverable will be an independent report outlining the potential improvement projects, concept shipyard layout, corresponding cost estimates, and potential benefit analysis. The report should provide evidence that will support investment decisions by Scottish Government ministers.

The report will:

- provide an assessment of the yard's current productivity relative to comparator shipyards;
- provide an assessment of any productivity improvement measures currently in development and the likely impact of these;
- reflecting the yard's business strategy and target markets, summarise the target productivity requirement, associated product mix and throughput;
- identify potential projects and improvement measures that will achieve the target productivity, suggesting any appropriate prioritisation or grouping together of measures;
- provide a concept shipyard layout to support the target productivity;
- estimate the capital expenditure required to deliver the improvement measures identified;
- identify any improvement measures that may require planning approval;
- quantify the estimated potential benefits of implementing the development initiatives, in terms of the anticipated increase in productivity and any commensurate cost savings and increased profit margin for future projects;
- provide an assessment of confidence that the implementation of recommended measures would bring the yard to a level of efficiency to be competitive against comparator shipyards; and
- recommend next steps and opportunities for quick productivity wins.

2.2 The areas which the report should consider and make a productivity assessment should include, but not be limited to:

- Primary steelwork manufacturing
- Outfit manufacturing
- Pre-erection activities
- Painting
- Ship construction and outfitting
- Yard layout
- Design and engineering
- Organisation and planning
- Warehousing / stores / materials control
- Craneage / product movement
- Production engineering
- Information systems
- Enterprise management
- Automation and digitisation

3. REPORTING REQUIREMENTS

3.1 The work should commence as soon as possible and ideally last no more than 3 months, the expectation is a final report by 31 October 2022, with the following deliverables:

- i) An interim report and/or presentation, setting out emerging findings.
- ii) A draft final report, addressing the scope in full and setting out conclusions on potential productivity improvements to support Ferguson Marine's sustainable future.
- iii) A final report, informed by feedback from the Purchaser on the draft report.

3.2 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.

3.3 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.

3.4 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.

3.5 The Purchaser anticipates provision of an update report prior to holding fortnightly meetings with the Supplier during the contract period to ensure the project is developing according to our needs. Notwithstanding this timeframe, update meetings on Business critical matters should take place as soon as possible. may be held more frequently at the Purchasers discretion. There should also be as a normal course of action be engagement with Ferguson Marine on a similar timescale to ensure parity in the progress being made for gaining access to required information and for the complete formulation of the reports required.

3.6 The Supplier will also be expected to engage with Ferguson Marine, through discussion facilitated by the Purchaser, to ensure that relevant information is provided in support of this work.

3.7 The ownership of the report, and any data produced as a result of the contract, lies with the Scottish Ministers.

4. DATA PROTECTION & CYBER SECURITY

The cyber security risk profile for this contract is LOW. Due to the risk profile for this contract, Tenderers are recommended to hold Cyber Essentials Plus (or equivalent) certification covering the entire scope of the contract.

5. MILESTONES

5.1 Milestones and their indicative dates for completion are contained within the table below. These will be confirmed during project mobilisation.

5.2 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 for agreement with the Purchaser at the initial inception meeting.

Milestones	Milestone Weighting	Completion Date
Mobilisation		July 2022
Initial inception meeting/workshop with Purchaser and Supplier		July 2022
Interim report/presentation	35%	19 September 2022
Electronic delivery of draft final report		17 October 2022
Final meeting between Purchaser and Supplier to discuss findings and agree any changes or additions.		24 October 2022
Electronic delivery of final report, with any amendments as agreed with the Purchaser.	65%	31 October 2022

6. ESTIMATED CONTRACT VALUE

5.1 The estimated value of this Contract (ex VAT) is expected to be in the range of £130,000 to £180,000.

7. CONTRACT PERIOD

6.1 This Contract is intended to cover all work undertaken to fulfil this Specification of Requirements. To independently review the subsequent business case for any efficiency improvements that are suggested. We anticipate that the report will be submitted to Scottish Ministers by 31 October 2022. SG reserve the right to extend the contract until the 31st Dec 2022 to enable any subsequent review work to be completed.

8. CONTRACT MANAGEMENT

7.1 The Supplier is required to provide a dedicated Contract Manager who will be the main point of contact for Scottish Ministers. The Contract Manager will:

- Resolve any ongoing operational issues which have not been resolved
- Ensure that the costs involved in delivering the contract are as low as possible, whilst always meeting the required standards of service
- Provide cost estimates for set pieces of work as and when required

7.2 The Scottish Government will also nominate a Contract Manager to be the point of contact for the Supplier. The nominated contact will liaise with the Supplier on all operational and contractual issues, including complaints and dispute resolution. Details of a suitably qualified replacement will be provided in the absence of the nominated contact.

7.3 The Supplier's Contract Manager will be required to attend an initial meeting with the Scottish Government's Contract Manager following award of contract, liaise regularly by telephone and email and may be required to attend additional ad-hoc meetings at times and locations specified by the Purchaser.

9. FAIR WORK PRACTICES

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

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

9.2 It is expected that the Service Provider, working alongside the Purchaser, will take a positive approach to workforce-related matters as part of a fair and equitable employment and reward package.

REDACTED

Our ref: CASE/605753

30 May 2022

INVITATION TO TENDER – SHIPYARD REVIEW OF PRODUCTIVITY AND POTENTIAL IMPROVEMENTS STUDY

Dear Sir/Madam

You are hereby invited by the Scottish Ministers to tender for the above requirement.

This Invitation to Tender is comprised of the following documents:

1. **This ITT Covering Letter**
2. **Instructions to Tenderers**
3. **Evaluation Guide and Contract Award Criteria**
4. **Form of Tender**
5. **Model Services Contract, including:**

Schedule 1	Specification (<i>attached separately in PCS-T</i>)
Schedule 2	Pricing Schedule (<i>attached separately in PCS-T</i>)
Schedule 3	Ordering Procedures
Schedule 4	Management Arrangements
Schedule 5	Key Individuals
Schedule 6	Approved Sub-Contractors
Schedule 7	Service Provider Information
Schedule 8	Parent Company Guarantee
Schedule 9	Data Protection
Schedule 10	Exit Management
Schedule 11	Cyber Security Requirements

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

1. Your tender must be in accordance with all parts contained in the Invitation to Tender (ITT). Instructions for the completion and submission of tenders are contained in the Instructions to Tenderers document.
2. The contents of the ITT documents are confidential and must not be disclosed to any third party without prior written consent. A copy of the Model Services Contract, which will apply to the contract, is attached in PCS-Tender.

3. The closing date and time for submission of tenders is **12:00 on Friday, 17 June 2022**. Tenders must be submitted through the Public Contracts Scotland system (PCS-T).
4. It is the responsibility of all tenderers to ensure that their tender is received no later than the appointed time. The Scottish Ministers may not consider tenders received after that time.
5. The Scottish Ministers are not bound to accept the lowest priced or any tender and shall not be bound to accept the contractor as a sole supplier.
6. Please use the messaging function within PCS-Tender to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is **17:00 on Thursday, 09 June 2022**.

Yours Faithfully

REDACTED

****Please Note: The Single Procurement Document (Scotland) forms part of this tender exercise. It is attached separately in the Qualification envelope on the Public Contracts Scotland – Tender system. Selection requirements in the SPD (Scotland) must be met for submissions in this ITT document to be assessed. SUBMISSIONS NOT MEETING ALL MANDATORY SELECTION REQUIREMENTS IN THE SPD (SCOTLAND) AND OJEU CONTRACT NOTICE WILL NOT BE EVALUATED.**

SCHEDULE 2 (PRICING) - SHIPYARD REVIEW OF PRODUCTIVITY AND POTENTIAL IM

Schedule 4 - Pricing – Total Firm Price for Delivery of the Contract

1. Costs will be firm for the duration of this contract. Charges which appear elsewhere in the this Schedule, will be presumed to have been waived
2. Prices should be quoted in Pounds Sterling (£) and be exclusive of any VAT which may be for all deliverables detailed in the Specification of Requirements, and must cover liability for a meetings, equipment, travel and subsistence, overheads, and participation in any dissemination Specification of Requirements.

Staff Costs

3. Please indicate firm day rates in pounds sterling and exclusive of VAT for each of the key be responsible for the technical delivery of the contract.
4. Please indicate the number of days each of the key staff that will be responsible for the te required to commit to the delivery of the report.
5. The sub-total staff cost should be calculated as the day rate multiplied by the number of da responsible for the technical delivery of that Contract Milestone.
6. Total staff costs for each Contract Milestone should be calculated as the sum of all of the
7. Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred

Evaluation

8. The Commercial evaluation will be based on the Total Firm price proposed for the Report.
9. The tenderer who submits the lowest price shall be awarded the full weighting available (4 price score based on the percentage difference between their offer and that of the lowest offer

Payment

10. Payment will be made in accordance with the Milestone Table as per Paragraph 5 of S subject to the satisfactory completion of said deliverables at the discretion of the Purchaser.
11. Any any subsequent review work to be completed will be paid in accordance with the app

PROVEMENTS STUDY - CASE REF: 605753

proposal but which are not summarised in

chargeable. The total price must account
all costs including staff costs, attendance at
activity that is envisaged in the

staff indicated in your response who will

chnical delivery of the contract will be

ays required for each staff member

sub-total staff costs.

l.

40x%). Other tenderers will be awarded a
er.

chedule 1 (Specification) within 30 days

licable day rates.

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Role	Day Rate	No. days required	Sub-total staff cost
			0
			0
			0
			0
			0
			0
			0
Total staff costs for delivery of Report			0

Cost (£)
0

Cost (£)
0

0
0
0
0

INSTRUCTIONS TO TENDERERS

SHIPYARD REVIEW OF PRODUCTIVITY AND POTENTIAL IMPROVEMENTS STUDY CASE REF: **REDACTED**

1. Tender Information

- 1.1 Any expenditure or work undertaken in connection with this tendering exercise is a matter solely for the commercial judgement of the tenderer and the Scottish Ministers will not be responsible for any expenses or losses which may be incurred by any tenderer in connection with the submission of their tender.
- 1.2 It is the responsibility of the tenderer to obtain for themselves at their own expense any additional information necessary for the preparation of their tender.
- 1.3 All information supplied by the Scottish Ministers in connection with the Invitation to Tender shall be treated as confidential by tenderers except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.
- 1.4 Tenders must be submitted in accordance with these Notices and Instructions and accompanying ITT documents. Any tender that does not accord with all the requirements herein and in the covering letter may not be considered.
- 1.5 The closing date and time for submission of tenders is **12.00 noon on 17 June 2022**.
- 1.6 Tenderers may be required to provide a Parent Company Guarantee. Tenderers must make it clear in their tender submission if they are not able conform to this requirement.
- 1.7 Tenderers can access the Collaborative and Scottish Government Procurement Division Privacy Notice through the following link:
<https://www.gov.scot/publications/scottish-procurement-and-commercial-directorate-privacy-notice/>

2. Award Criteria

- 2.1 This requirement will follow a regulated procedure in line with the Public Contracts (Scotland) Regulations 2015.
- 2.2 The Scottish Ministers are not bound to accept the lowest or any tender. The evaluation criteria will include consideration of quality as well as price.
- 2.3 Each tender will be subjected to a Quality (Technical) and Price (Commercial) evaluation. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).

2.4 The Award Criteria which will be applied to determine the Most Economically Advantageous Tender are as follows:

- **Quality (Technical) 60%**
- **Price (Commercial) 40%**

2.5 Full details of the Award Criteria, Sub-Weightings and Tender Evaluation methods are contained in the Evaluation Guide and Award Criteria.

2.6 Any contract awarded as a result of this tendering exercise will be subject to the Terms and Conditions contained in the Model Services Contract.

3. Instructions for Completion and Submission of Tender Documentation

3.1 Tenderers must submit their completed tenders via the Scottish Government's electronic tendering system, Public Contracts Scotland – Tender (PCS-T). The speed with which submissions are made is dependent on the size of the document and inclusion of graphics, logos, photographs etc should be omitted wherever possible. Large electronic files may take time to upload and tenderers should ensure that sufficient time is allowed for this to be done.

3.2 Scottish Ministers will exclude any evidence provided as responses to the technical evaluation questions that are hyperlinks to YouTube videos, or any other streaming websites, as they do not enable a record to be maintained given that the contents of a link can be changed or removed.

3.3 Full guidance on the submission process is provided within the System Guidance document within the attachments area for this ITT. No hard copies will be accepted.

3.4 Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS-T messaging function.

3.5 All responses to questions must be entered into the answer facility within the PCS-T system and failure to do so may invalidate the bid. Treat each question and response in isolation and answer each question in full. Tenderers should not assume evaluators will read more than one answer so do not cross-refer between answers. Supporting information should not be sent in isolation, but only in support of specific questions where requested.

3.6 Please note that on questions where the instructions are to provide responses in attached documents, the attachments should be headed with the question number and the question itself. Tenderers should note that when uploading attachments, only one attachment per question is allowed. If Tenderers wish to upload more than one file for a particular question then this can be achieved by uploading a zipped file containing all of the necessary files.

3.7 Tenderers should respond to questions on the basis that the Scottish Ministers has no prior knowledge of your organisation. Information and detail which forms part of the general company literature of promotional brochures etc will not form

part of the evaluation process. General or irrelevant marketing material should NOT be included.

- 3.8 Please note for all responses to questions (particularly where longer responses are required) it is helpful if Tenderers use plain English and punctuate their answers where appropriate and use headings, section and/or bullet points. This will assist evaluators in finding the information necessary to enable them to score accurately.
- 3.9 The Scottish Ministers will not enter into detailed discussions with Tenderers in relation to its requirements at this stage. All questions regarding the content of this ITT must be directed through the dedicated PCS-T messaging area by **9 June 2022 at 17:00** No other form of communication will be accepted. Any technical queries related to the system should be directed to the BravoSolution helpdesk on 0800 368 4850 or at help@bravosolution.co.uk
- 3.10 If the Scottish Ministers consider any questions or requests for clarification to be of material significance, both the query and the response will be communicated to all Tenderers that have expressed interest in this ITT. The Scottish Ministers will take steps not to identify the source of the query. Tenderers should indicate if they do not want their question and response circulated. The Scottish Ministers reserves the right to circulate if not doing so would breach the principle of equal treatment.
- 3.11 Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS-T. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS-T contact. Tenderers must therefore keep their contact details on the PCS-T system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.
- 3.12 All submissions from Tenderers will remain sealed on the PCS-T system until after the deadline has passed. Please note that your response will not be submitted until you press the “submit response” button. You will then receive a confirmation email that your response has been received. The Scottish Ministers will not be able to see your response until the deadline date has passed.
- 3.13 We strongly advise that you submit your response well in advance of the deadline to allow sufficient time for uploading.
- 3.14 Tenderers are reminded that they can check and amend their submissions after they have been submitted and up until the deadline. In the event that a Tenderer submits their tender more than once, PCS-T will only accept the final version of the tender submission.
- 3.15 If you experience any technical difficulties, please seek advice through the BravoSolution helpdesk on 0800 368 4850 or at help@bravosolution.co.uk. The Scottish Ministers cannot assist you with technical matters and the Bravo Solution helpdesk cannot help you once the tender return deadline has passed.

- 3.16 Should you decline to tender, the Scottish Ministers would request that you provide a brief reason for doing so. This information will help us improve our tender processes in future. Any responses of this nature will be kept confidential.
- 3.17 All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the Scottish Ministers in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the Scottish Government to order disclosure.
- 3.18 Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restrictions upon the information that they provide to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 3.19 Accordingly, if you consider that any of the information included in your tender is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though, that even where you have indicated that information is commercially sensitive, Scottish Ministers may disclose this information where they see fit. Receipt by the Scottish Ministers of any material marked "confidential" or equivalent should not be taken to mean that the Scottish Ministers accept any duty of confidence by virtue of that marking.
- 3.20 The Scottish Ministers reserve the right to reject any tender which, in their opinion, does not comply with the Specification.

4. Right To Reject / Disqualify

- 4.1 The Scottish Ministers reserve the right to reject or disqualify a tenderer where:
- a) The tenderer fails to comply fully with the requirements of this Invitation to Tender; and/or
 - b) The response to the ITT is submitted late, is completed incorrectly or is incomplete; and/or
 - c) The tenderer fails to respond in satisfactory terms to a request by the Scottish Ministers to provide supplementary information or to provide clarity in relation to the tenderers' response to the ITT; and/or

- d) The tenderer or any of its sub-contractors or consortium members is/are guilty of serious misrepresentation in relation to its tender and/or the tender process.

5. Tenderer Composition

- 5.1 In the event that a Tenderer alters its composition during the procurement process (which shall include, but is not limited to, a change in the identity of any entity named in the ITT response whose capacity has been relied upon in responding to the ITT), the Scottish Ministers reserves the right to request that any proposed reconstituted Tenderer complete the selection part of the ITT, i.e. Business Probity, Criminal Convictions and Financial Standing for re-evaluation in accordance with the criteria used in relation to the evaluation of the original ITT response.

6. Late Tenders

- 6.1 It is the responsibility of all Tenderers to ensure that their ITT response is submitted no later than the appointed date and time. Responses received after the deadline may not be considered. Completed tenders may be submitted at any time before the closing date.

7. Relevant and Appropriate Responses

- 7.1 Tenderers must ensure that they read each question carefully, that all answers you provide are relevant, and that each question is completed in full. All information must be provided in English.
- 7.2 Once you have submitted your response to this ITT you will receive an automated system e-mail confirming receipt of your submitted and published response.

8. Requests for Clarification or Further Information

- 8.1 Subject to the terms of the Regulations, the Scottish Ministers expressly reserve the right to require a Tenderer to provide additional written information supplementing or clarifying any of the information provided by that Tenderer in response to requests for information or questions contained in the ITT.
- 8.2 The Scottish Government may, as appropriate, enter into tender clarifications and commercial discussions with any tenderer(s). This may include a presentation and discussion by the tenderer at a central government organisational site and/or a meeting at the tenderers' premises to discuss the proposal further and to meet selected personnel proposed for the project.

9. Misleading or Falsification of Documents

- 9.1 The Tenderer should be aware that should any of its responses be found to be deliberately misleading or falsified, the bidding organisation may be disqualified from the tender process. If the Tenderer provides false information regarding any

criminal convictions or business probity the Tenderer may also be guilty of a criminal offence.

10. Freedom of Information

10.1 Nothing in this ITT shall preclude the Scottish Ministers from making public, under the Freedom of Information (Scotland) Act 2002 (“FOISA”) and/or the Environmental Information (Scotland) Regulations 2004 (“EIRS”) or otherwise, details of all matters relating to this ITT and responses thereto unless such details fall within an exemption under FOISA and/or EIRS as may be applicable at the discretion of the Scottish Ministers and the Scottish Ministers (at sole discretion) consider that such exemption shall apply, and (in respect of commercially sensitive information only) a Tenderer has advised the Scottish Ministers in writing that disclosure of specified information would or would be likely to substantially prejudice the commercial interests of any person (including but not limited to the Tenderer or the Scottish Ministers).

10.2 Tenderers should detail commercially sensitive information at Schedule 7.

10.3 Tenderers should also note that the receipt of any material or document marked “confidential” or equivalent by the Scottish Ministers should not be taken to mean that the Scottish Ministers accepts any duty of confidence by virtue of that marking.

11. Constitution of Contracts

11.1 No information contained in this ITT or in any communication made between the Scottish Ministers and any Tenderers in connection with this ITT shall be relied upon as constituting a contract, agreement, warranty or representation as to the Scottish Ministers’ ultimate decision in relation to the subject matter of this ITT or that any contract shall be awarded or entered into pursuant to this ITT.

12. Canvassing

12.1 Any tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Scottish Ministers concerning the award of the Contract and/or the process leading to that award or who directly or indirectly obtains or attempts to obtain information from any such officer, employee or agent or concerning any other tenderer, tender, or proposed tender may be disqualified.

13. Right to Cancel, Clarify or Vary the Process

13.1 Subject to the terms of the Regulations, the Scottish Ministers expressly reserve the right to change, without notice, the basis of, or the procedures for, this procurement process or to terminate the process at any time.

14. Non-Conclusive

14.1 The ITT does not purport to be all-inclusive or to contain all of the information that a Tenderer, or any of its sub-contractors or any consortium member, may

require. Tenderers must make their own independent assessment in relation to the subject matter of this ITT and all matters relevant thereto after making investigation and taking such professional advice as they deem necessary. In no circumstances shall the Authority or its advisors, consultants, employees or agent incur any liability or responsibility arising out of or in respect of the issue of this ITT.

15. No Representation or Warranty

15.1 The Scottish Ministers, its advisers, officers, members, employees, other staff and agents: make no representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the information contained in this ITT; accept no responsibility for the information contained in this ITT or for its fairness, accuracy or completeness; shall not be liable for any loss or damage (other than in respect of fraudulent misrepresentation) as a result of reliance on the information contained in this ITT or any subsequent communication.

16. Collusive Behaviour

16.1 The Tenderer certifies that this is a bona fide tender submission, intended to be competitive, and it has not fixed or adjusted the tender by, under or in accordance with any agreement or arrangement with any other person or Tenderer. The Tenderer also certifies that it has not done and it undertakes that it will not do at any time before the returnable date for this tender any of the following acts:-

16.1.1 Fixing or adjusting the amount of its tender by or in accordance with any agreement or arrangement with any other party; or

16.1.2 Communicating to any party other than the Scottish Ministers the amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security); or

16.1.3 Entering into any agreement or arrangement with any other party that such other party will refrain from submitting a tender; or

16.1.4 Entering into any agreement or arrangement with any other party as to the amount of any tender submitted; or

16.1.5 Paying or giving or offering or agreeing to pay or give any sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender, any act or omission, will (without prejudice to any other civil remedies available to the Scottish Ministers and without prejudice to any criminal liability which such conduct by a tenderer may attract) be disqualified.

17. Conflict of Interest

17.1 Tenderers must disclose in their ITT response (by answering the conflict of interest questions found within the ITT's qualification envelope) any circumstances, including, without limitation, personal financial and business activities that would, or may be likely to, give rise to a conflict of interest between the Scottish Ministers and/or any sub-contractors or members of the Tenderer's consortium and the Tenderer. Where a Tenderer identifies any actual or potential conflicts of interest in their response to this ITT, it must state how it intends to avoid such conflicts. The Scottish Ministers reserve the right to reject any response to this ITT which, in the Scottish Ministers' opinion, gives rise, or may be likely to give rise to, a conflict of interest.

18. Consortium Bids

18.1 If applying on behalf of a consortium, please confirm the names and addresses of all other members of the consortium below. Any contract will be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute said contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the contract. It will be for members of the consortium to sort out their respective duties and liabilities amongst each other. For administrative purposes, any associated documentation prior to and in regards to contract award will be made to the nominated lead organisation.

18.2 If sub-contractors are to be used to assist in the delivery of the service, the following information must be provided for each proposed sub-contractor, when available:

- Name and Address
- Company Registration
- Areas of the service to be provided

18.3 In respect of tenders which include consortia or sub-contractors, it is the lead organisation who completes the tender. However, the Scottish Ministers reserve the right to request further information in respect of the lead organisation and/or partnering organisations should it be deemed necessary for evaluation purposes.

19. No Inducement or Incentive

19.1 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a tender or enter into any contractual agreement.

20. TUPE (Information Only)

20.1 TUPE - The Transfer of Undertakings (Protection of Employment) Regulations 2007 give effect to the EC Acquired Rights Directive 1977. The Scottish Ministers are not the employer and, therefore, are unable to comment on whether or not

TUPE applies in this particular contract. Each tenderer must ensure that they comply in full with their responsibilities under TUPE.

- 20.2 Tenderers should note that TUPE may or may not apply to some or all of the personnel currently assigned to undertakings that are currently performing part or all of the duties described in the Specification of Requirements. Tenderers should, prior to submitting their tender, take their own specific legal advice to ascertain whether TUPE could be held to apply to such undertakings and, if so, how that would impact on their tender.
- 20.3 Tenderers must clearly state whether they have bid on the basis of TUPE applying. Tenderers should state any assumptions made in this respect.

21. Additional Information

- 21.1 Tenders shall remain valid and open for acceptance for **6 months** after the tender return date. In exceptional circumstances, the Scottish Ministers' point of contact may request that the Tenderer extend the validity period for a specified additional period. Except for manifest error or as may otherwise expressly be agreed by both the Scottish Ministers and the tenderer, the contents of submitted tenders will be deemed to be binding upon the tenderer and open for acceptance by the Scottish Ministers for the duration of the validity period. The tenderer is therefore cautioned to verify its proposal before submission to the Scottish Ministers since it is the tenderers' responsibility to ensure that a full appreciation, understanding and comprehension of the Services required, stated or implicit has been achieved prior to tender submission. No claims will be accepted for items that arise from the tenderers' failure to meet these requirements.
- 21.2 Before the tender return date, the Scottish Ministers may modify the ITT by way of issuing addenda. The procedure for receiving submissions will be detailed in any such addenda.
- 21.3 This ITT and any associated correspondence are subject to the laws of copyright and must not be reproduced, whether in whole or in part, without the prior written consent of the Scottish Ministers.
- 21.4 You may not in any way advertise or publicly announce that you are entering into discussions with and/or undertaking work for the Scottish Ministers without the Scottish Ministers' prior written consent.
- 21.5 The ITT is issued on the basis that nothing contained in it will constitute an inducement or incentive nor will have in any other way persuaded a tenderer to submit a tender or enter into any contractual agreement.
- 21.6 Any tender that does not accord with all the requirements herein and in the ITT and covering letter may not be considered.

Annex A

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

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

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

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

The Public Contracts Scotland Portal and PCS-Tender are provided by external suppliers. Details of the Privacy Policies for the Public Contracts Scotland Portal and PCS-Tender can be found on the respective websites :

[Public Contracts Scotland](#)

[PCS Tender](#)

1. Your data

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

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

2. Legal basis of processing

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

3. Recipients

We will share your information with:

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

4. Retention

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

5. Your rights

You have the right:

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

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

[Your right to access personal information](#)

6. Contact

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

Scottish Procurement and Property Directorate

Scottish Government

3A-South, Victoria Quay

Edinburgh EH6 6QQ

scottishprocurement@gov.scot

6.2 Details of the Scottish Government Data Protection Officer and the procedures for complaints can be found at the following link:

[Contact Data Protection Officer](#)

FORM OF TENDER TO THE SCOTTISH GOVERNMENT

*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by the Scottish Ministers, to provide the services in the Specification in accordance with the Schedules, at the prices entered in the Pricing Schedule and in accordance with the Terms and Conditions for Efficiency Performance Consultancy.

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

- Instructions to Tenderers
- Specification
- Evaluation Guide and Award Criteria
- Pricing Submission
- Form of Tender
- The Terms and Conditions detailed above

*I/We agree to abide by this tender from **1200 hours on 17 June 2022** the date fixed for receiving tenders, until the Award of Contract.

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

*I/We understand that the service provision is expected to commence on 18 July 2022 and end on 31 October 2022, with an option to extend to 31 December 2022 unless the Contract is terminated or extended in accordance with the Terms and Conditions of this Contract.

Signature of
Representative:

Name:

**(BLOCK
CAPITALS)**

Designation/
Role/Job Title:

Duly authorised to sign Tenders for and on behalf of:

Name of
Tenderer
(Organisation)

Nature of
Organisation**

Address

Telephone

No

(Include Area Code)

E-mail

Date

(* Delete As Appropriate)

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