



E: [Redacted: Exempt under 38(1)(b), FOISA]

## **SCOTTISH PROCUREMENT**

**INVITATION TO TENDER – Provision of Technical Architecture Partner**

**INFORMATION AND INSTRUCTIONS TO TENDERERS**

## **GENERAL INFORMATION FOR TENDERERS**

### **Overview of the Requirement**

Invitation to Tender (ITT) – Contract for the **Technical Architecture Partner**.

Due for Return by **12:00 noon on 11<sup>th</sup> July 2022**

### **Overview of the Requirement**

1. The Authority wish to award a Contract for the provision of Technical Architecture Partner.
2. The contract is for an initial term of 12 months.
3. Full details of the service requirements are detailed in the Specification of ITT.

### **Tender Information**

4. It is the responsibility of the Tenderer to obtain at their own expense, any additional information necessary for the preparation of the tender.
5. 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.

### **Evaluation Criteria**

6. This requirement will follow the Digital and Technology Services DPS - Lot 1 - Digital Technology Services. Tenderers will be evaluated against a series of Selection and Award criteria which are included in the Technical envelopes within PCS-T.

### **Instructions for the Completion & Submission of Tender Documentation**

7. The Invitation to Tender (ITT) must be completed and returned electronically through the Public Contracts Scotland - Tender (PCS-T) web portal. Full guidance on the submission process is provided at the System Guidance document within the attachments for this ITT. No hard copies will be accepted. Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS-T portal messaging area for this ITT.
8. Tenderers must complete all the questions as detailed in the Qualification, Technical and Commercial Envelopes in the PCS-T System. Tenderers must complete the Qualification, Technical, and Commercial Envelopes within the ITT. A separate response is required for each Lot da Tenderer applies for.
9. All questions in the “Technical Envelope” and “Commercial Envelope” must be answered before the Tenderer submits their response.

10. All responses to questions must be entered into the answer facility within 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. Do not use links unless expressly directed to do so.
11. 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. These headers will not be counted in the word limits applied to that question. Please upload all attachments onto PCS-T where appropriate.
12. Only information provided as a direct response to a question will be evaluated. Tenderers should respond to the 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 or promotional brochures, etc., will not form part of the evaluation process. General or irrelevant marketing material should not be included.
13. Please note for all responses in the ITT (particularly for questions where longer responses are required) it is helpful if Tenderers use plain English and punctuate their answers where appropriate using headings, sections and/or bullet points. This will assist evaluators to find the information necessary to enable them to score accurately.
14. The technical score will be calculated by combining the scores bidders receive from the Technical Envelope. These combined scores represent the Technical part of the evaluation and are worth **60%** of the total marks available. The Commercial Envelope is worth **40%** of the total marks available.
15. The commercial evaluation will assess how well each tender has met the criteria set down in the Commercial Envelope. The Tenderer must therefore take care to ensure that they insert a value for every line item.
16. Bidders are also able to view and print a copy of the allocated weightings by using the "Printable View Inc Tender Weightings" button within the PCS-T system.
17. 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 should be directed through the dedicated PCS-T messaging area by **12:00 noon 27<sup>th</sup> June 2022**. No other form of communication will be accepted. All technical queries should be directed to the BravoSolution helpdesk on 0800 368 4850 or at [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk)

18. If the Scottish Ministers considers 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 Authority 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 Authority reserves the right to circulate if not doing so would breach the principle of equal treatment. The Authority will aim to have a response to all questions raised by 5 working days before the tender return date.
19. Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS-T. The Authority 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.
20. Completed Invitation to Tenders must be submitted via the PCS-T portal by the deadline **12:00 on 11<sup>th</sup> July 2022**. All submissions from the Tenderers will remain sealed on the PCS-T system until the deadline. Please note that your response will not actually be submitted until you press the “submit response” button. You will then receive a confirmation email that your response has been received. You may amend your submitted response up until the closing deadline. Scottish Ministers will not be able to see your response until the closing deadline date has passed.
21. We strongly advise that you submit your electronic response well in advance of the deadline to allow sufficient time for uploading.
22. 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.
23. If you experience any technical difficulties, please seek advice through the PCS-T BravoSolution customer services helpline on 0800 368 4850 or [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk). The Authority cannot assist you with technical matters and CS/PCS-T Bravo Solutions customer services cannot help you once the tender return deadline has passed.
24. Should you decline to tender 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.

## **Award Criteria**

25. The Scottish Ministers is not bound to accept the lowest cost or any tender. The Award Criteria will include consideration of Technical (Quality) aspects as well as Commercial (Price). Each tender will be subjected to a Technical and Commercial evaluation. The aim of the evaluations is to select the tender which represents the Most Economically Advantageous Tender (MEAT). Upon completion of the Technical (Quality) evaluation and the Price (Commercial) evaluation, Tenders will be subject to a Price/Quality Ratio (PQR) calculation.

The PQR to be used will be **40%** Price to **60%** Quality and the PQR calculation will determine the Most Economically Advantageous Tenderer(s).

26. The Technical (Quality) evaluation will assess how well each tender has met the criteria set down in the Technical Envelope. The Commercial (Price) evaluation will assess how well each tender has met the criteria set down in the Commercial Envelope. The Tenderer must therefore take care to ensure that in their tender they address and make clear how they propose to fulfil each aspect of the Invitation to Tender.
27. To complete the MEAT evaluation, a tender rating system will be used and the criteria and weightings for this are explained in this document at Section 'Tender Evaluation Methodology'
28. Any contract awarded as a result of this tendering exercise will be subject to the agreed Terms and Conditions of Framework which form part of the Entire Agreement document.

### **Indicative Procurement Timetable**

29. The Scottish Ministers has provided an indicative timetable of Procurement activity, below. Please note that the dates below are best estimates and may be subject to change.

| <b>Task</b>                   | <b>Date</b>                    |
|-------------------------------|--------------------------------|
| Issue ITT                     | 22 <sup>nd</sup> June 2022     |
| Tenders due back              | 11 <sup>th</sup> July 2022     |
| Evaluate Tenders              | 11-15 <sup>th</sup> July 2022  |
| Approve Recommendation Report | W/C 20 <sup>th</sup> July 2022 |
| Contract Award                | 1 <sup>st</sup> August 2022    |

### **CONDITIONS OF TENDERING**

#### **Right to Reject and/or Disqualify**

30. The Scottish Ministers reserves the right to reject or exclude from the procurement process a Tender, where the Tenderer has failed to submit a response which is in compliance with the requirements of the ITT; the ITT response is submitted late, is completed incorrectly or is incomplete; the Tenderer fails to respond in satisfactory terms to a request by the Authority for supplementary or to provide clarity in relation to the Tenderer's response to the ITT; or the Tenderer or any of its sub-contractors or consortium members is/are guilty of serious misrepresentation in relation to its response to the ITT and/or the procurement process.

## **Bidders Composition**

31. In the event that a Tenderer alters its composition (which shall include, but not be 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), Scottish Ministers reserve 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.

## **Late Tenders**

32. 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 that time may not be considered. Completed Tenders may be submitted at any time before the closing date.

## **Relevant and Appropriate Responses**

33. 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. Only information provided as a direct response to the questions contained in the ITT will be evaluated.
34. Supplementary documentation may be uploaded as part of your response where you have been directed to do so. Such material must be clearly marked and named in accordance with the instructions.
35. Once you have submitted your response to this ITT you will receive an automated system e-mail confirming receipt of your submitted response.

## **Requests for Clarification or Further Information**

36. Subject to the terms of the Regulations, 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.

## **Misleading or Falsification of Documents**

37. 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.

## **Tender Evaluation**

38. The successful tender will be selected on the basis of the most economically advantageous bid, having regard to the price and quality of the proposals against defined evaluation criteria. Each tender will be subject to a Technical and a Commercial Analysis and the aim of the evaluation is to select the tender which represents the most economically advantageous tender. The analysis will assess the tenderer's ability to meet the Specification. The objective of the evaluation is to select the tender which represents the best overall value for money.
39. Tenderers should read the tenderers guidance notes for each section and take care when selecting their response particularly in relation to those which indicate a particular response could result in a non-compliant bid. (i.e. Tenders not wholly compliant with the Purchaser's requirements as set out in this ITT) Tenderers should ensure that all relevant documents for questions that require additional attachments are uploaded.
40. A Tender Evaluation Panel will be set up to evaluate the tenders. This will include representatives from the Authority's Procurement and Social Security Scotland
41. Prior to commencing the evaluation of the Tenderer's technical and commercial responses, the tender submission will be checked for completeness and accuracy by Scottish Procurement.
42. Only information provided as a direct response to the Invitation to Tender will be evaluated. The Tenderer should not embed URLs in response to any questions as these will not be evaluated. Information and detail which forms part of general company literature or marketing or promotional material etc. should not be submitted by the Tenderer and will not be evaluated.
43. The table below sets out how the Evaluation Panel shall determine the appropriate mark for each question in the Technical Response/Technical Envelope for all tenders. Marks awarded will be based only on the evidence submitted in the tender response to each question.

|          |                     |   |
|----------|---------------------|---|
| <b>0</b> | <b>Unacceptable</b> | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.  |
| <b>1</b> | <b>Poor</b>         | Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.        |
| <b>2</b> | <b>Acceptable</b>   | Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.  |
| <b>3</b> | <b>Good</b>         | Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.  |
| <b>4</b> | <b>Excellent</b>    | Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |

#### **Tender Evaluation - Technical/Quality award criteria**

44. The Technical element will be evaluated independently of the Commercial element of this tender. Members of the Technical Evaluation Panel (TEP) will undertake individual scoring of Tenderers' responses to the Technical requirements.
45. Once each Evaluation Panel Member has independently evaluated each of the tender submissions, the Evaluation Panel will attend a Moderation Meeting, facilitated and chaired by Scottish Procurement and Commercial Directorate (SPCD). The scores and the Tenderer's response to the questions will be discussed at the Moderation Meeting.
46. The final score for each question will then be calculated using the mean average of the individual scores of all evaluators. The mean average of all evaluators scores will then be multiplied by the relevant question weighting to give the weighted score for each question.
47. The Technical response will be evaluated using the method below:  
  
Each Tenderer's score will be calculated by taking the arithmetical **mean** Average (Mean average scores will be rounded to 2 decimal places) for each section, multiplied by the section weighting to give a Total Weighted Section Score. The final score will be the sum of the Total Weighted Section Scores, multiplied by the Quality (Technical) Award Criteria Weighting (60%) to give the Overall Technical (Quality) Score.
48. The Technical response will be evaluated using the method below:



Individual Question Score (expressed as a percentage) x Question Weighting X the Section Weighting = Question Weighted Score.

Sum of all Question Weighted Scores within a section = Total Section Weighted Score  
 Sum of all Section Weighted Scores = Overall Technical Score for each Bidder.

| Quality                     |                                  |                     |                    | Tenderer's name  |                       |                         |                        |
|-----------------------------|----------------------------------|---------------------|--------------------|------------------|-----------------------|-------------------------|------------------------|
| Example of Quality Criteria |                                  | Section Weighting % | Question Weighting | Score (out of 4) | Score as a percentage | Question Weighted Score | Section Weighted Score |
| <b>Functionality</b>        |                                  | <b>20%</b>          |                    |                  |                       |                         | <b>18.00</b>           |
| Q1                          | Characteristics of functionality |                     | 45%                | 4                | 100.00%               | 9.00                    |                        |
| Q2                          | Design details                   |                     | 40%                | 3                | 75.00%                | 6.00                    |                        |
| Q3                          | Details of the functionality     |                     | 15%                | 4                | 100.00%               | 3.00                    |                        |

### Tender Evaluation - Price (Commercial) Evaluation

49. Tenderer's must adhere to the instructions in the "Pricing Schedule" spreadsheet as detailed within the Pricing Schedule/Commercial Envelope contained in PCS-T with regard to the entering of price information as failure to comply may result in their tender not be considered further or taken forward to the Combined Score (Quality/Price Ratio calculation).
50. The Commercial response of this procurement exercise will be evaluated independently of the Technical response.

If a Tenderer submits a tender price that the Authority considers abnormally low, Scottish Procurement will write to the Tenderer requesting evidence on those aspects of the bid which are considered to be abnormally low. The evidence will be considered and if the Scottish Procurement still considers the bid to be abnormally low, it will verify this with the Tenderer and we may exclude them from further participation in the tender process.

### Tender Evaluation - Combined Evaluation Methodology

51. The Tenderer with the highest overall combined Quality and Price score will be awarded the contract.

**(Technical score x technical response weighting) + (Commercial (price) score x Commercial response weighting)**

Example

| Bidder A  | Bidder B  |
|---|---|
| Technical Score: <b>78</b>                        | Technical Score: <b>62</b>                          |
| Commercial Score: <b>83.33</b>                    | Commercial Score: <b>100</b>                        |
| Weighted Technical Score: 78 x 60% = 46.8         | Weighted Technical Score: 62 x 60% = <b>37.20</b>   |
| Weighted Commercial Score: 83.33 x 40% = 33.33    | Weighted Commercial Score: 100 x 40% = <b>40.00</b> |
| <b>Bidder A Final Score: 46.8 + 33.33 = 80.13</b> | <b>Bidder B Final Score: 37.20 + 40.00 = 77.20</b>  |

52. Bidder A has the lower commercial score (higher price), but overall provided the most economically advantageous tender (by providing a higher quality bid). The evaluation will be based to two decimal places.

### **Tie Breaker**

53. This will only be applied where two or more winning tenderers have achieved the same score following the evaluation of the bids. In these circumstances, the tie breaker will involve additional weighting being given to certain questions or areas in the ITT response.
54. Where a tiebreaker is required, it will be applied to the scores of all tenderers with winning equal scores.
55. Note that the use of one tie breaker may not be sufficient to clearly identify the winning bid. So in the event that the first tie breaker does not produce a result which differentiates the tenderers who have the same score, the second tie breaker will be applied. If this still does not produce a result which differentiates the tenderers who have the same score, the third tie breaker will be applied. If this still does not produce a result which differentiates the tenderers who have the same score, the fourth tie breaker will be applied;
56. The application of the tie breaker will be as follows.

#### **First Tie Breaker**

The tenderer with the highest quality score will be considered the winning bidder.

### **Freedom of Information**

57. Nothing in this ITT shall preclude Scottish Ministers from making public, under the Freedom of Information (Scotland) Act 2002 ("FOISA") and/or the Environmental Information (Scotland) Regulations 2004 ("EIRS") or otherwise, details of all matters relating to this ITT and responses thereto unless such details fall within an exemption under FOISA and/or EIRS as may be applicable at the discretion of the Authority and the Authority (at its sole discretion) consider that such exemption shall apply, and (in respect of commercially sensitive information only) a Tenderer has advised the Authority 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 Authority).
58. Tenderers should also note that the receipt of any material or document marked "confidential" or equivalent by Scottish Ministers and/or any participating Authority should not be taken to mean that the Scottish Ministers and/or any participating Authority accepts any duty of confidence by virtue of that marking. In addition please see the attached Privacy Notice at **annex 1**.

## **Constitution of Contracts**

59. No information contained in this ITT or in any communication made between 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 Authority's ultimate decision in relation to the requirement which is the subject matter of this ITT or that any contract or framework agreement shall be awarded or entered into pursuant to this ITT.

## **Canvassing**

60. Direct or indirect canvassing of any elected official, public sector employee or agent by any Tenderer concerning this requirement, or any attempt to procure information from any elected official, public sector employee or agent concerning this ITT may result in the disqualification of the Tenderer from consideration for this requirement.

## **Right to Cancel, Clarify or Vary the Process**

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

## **Non-Conclusive**

62. 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.

## **No Representation or Warranty**

63. 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.

## **Collusion**

64. 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:-

- a) Communicating to any person the content of the tender herewith submitted;
- b) Entering into any agreement or arrangement with any person that he/she shall refrain from submitting a tender or as to the content of any tender to be submitted; and
- c) Offering or paying or giving or agreeing to pay or give any sum of money or consideration directly or indirectly to any Tenderer for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

### **Conflict of Interest**

65. 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 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. Scottish Ministers reserves the right to reject any response to this ITT which, in Scottish Ministers opinion, gives rise, or may be likely to give rise to, a conflict of interest.

### **No Inducement or Incentive**

66. 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.

## **Annex 1**

### **Scottish Procurement and Commercial Directorate - Privacy Notice**

Scottish Procurement and Commercial 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.

#### **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. The Privacy Policies for the Public Contracts Scotland and PCS-Tender systems are available at the following links:

#### **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 **Five (5)** years after expiry of the contract. For unsuccessful tenderers the information will be retained for **xx** years after the date that the contract is awarded.

#### **6. 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](#)

#### **7. Contact**

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

Scottish Procurement and Commercial Directorate  
Scottish Government  
3A-South, Victoria Quay  
Edinburgh EH6 6QQ

[scottishprocurement@gov.scot](mailto:scottishprocurement@gov.scot)

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

[Contact Data Protection Officer](#)

E: [Redacted: Exempt under 38(1)(b), FOISA]

Our ref: **CASE/631603**

15 November 2022

**SCHEDULE 1**

**CASE/631603 – INVITATION TO TENDER (ITT) – PROVISION OF JUSTICE  
RESEARCH FOR NATIONAL CARE SERVICE (NCS)**

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. **Schedule 1 - This ITT Covering Letter and Instructions to Tenderers**
2. **Schedule 2 - Specification / Statement of Requirement (SOR)**
3. **Schedule 3 - Evaluation Guide and Technical Award Criteria**
4. **Schedule 4 – Pricing Schedule**
5. **Schedule 5 - Form of Tender**
6. **Schedule 6 - Terms and Conditions (SG2)**

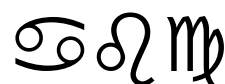
Please ensure you review all of the documents listed above and be advised that:

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 Monday, 05 December 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 with PCS-Tender to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is **12:00** on **Tuesday, 22 November 2022**.

Yours faithfully,

**[Redacted: Exempt under 38(1)(b), FOISA]**  
Senior Portfolio Procurement Specialist  
More Powers Implementation Procurement (MPIP) Team





## **INSTRUCTIONS TO TENDERERS**

### **PROJECT TITLE – PROVISION OF JUSTICE RESEARCH FOR NATIONAL CARE SERVICE (NCS)**

#### **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 Mon 5 Dec 22**.
- 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) 70%**
  - **Price (Commercial) 30%**
- 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 Invitation to Tender (ITT).

### **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 **12:00 on Mon 5 Dec 22**. No other form of communication will be accepted. Any technical queries related to the system should be directed to the Bravo Solution helpdesk on 0800 368 4850 or at [help@bravosolution.co.uk](mailto: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 Bravo Solution helpdesk on 0800 368 4850 or at [help@bravosolution.co.uk](mailto: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 states 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.
- 22.1 Scottish Ministers reserves the right to conduct due diligence clarifications with a 'Preferred Bidder' prior to any award of Contract.
- 22.2 Scottish Ministers exercises its right to appoint a Preferred Bidder it will notify all Tenderers accordingly. The 'Preferred Bidder' will be the highestscoring Tenderer who has successfully completed all previous steps of the evaluation process. Where following completion of the necessary due diligence clarifications, the Authority does not proceed to award a contract to the "Preferred Bidder", the Authority will repeat the Preferred Bidder process with the next highest scoring bidder. This is a proportionate measure designed to minimise the resource burden of the tender process for all parties.

## 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](mailto: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](#)

E: [Redacted: Exempt under 38(1)(b), FOISA]

Our ref:CASE/608593

22 June 2022

## INVITATION TO TENDER – TECHNICAL ARCHITECTURE PARTNER

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 & Instructions to Tenderers**
2. **Specification**
3. **Evaluation Guide and Contract Award Criteria**
4. **Pricing Schedule**
5. **Form of Tender**
6. **ICT Model Services Contract**

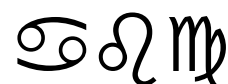
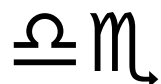
Please ensure you review all of the documents listed above and be advised that:

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 **Monday, 11 July 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 with PCS-Tender to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is **12:00** on **Monday, 27 June 2022**.

Yours Faithfully,

[Redacted: Exempt under 38(1)(b), FOISA]  
**Senior Portfolio Specialist**







**Contract for the Provision of  
Technical Architecture Partner**

**SPECIFICATION AND SERVICE LEVELS**

## SCHEDULE 2 - SPECIFICATION

### 1. INTRODUCTION

The Scottish Government's Social Care and National Care Service Development Directorate are leading on a major flagship government initiative to create a National Care Service (NCS) for Scotland with digital strategy at the core of design and delivery.

The Social Care Data and Digital Division has been created to give additional capacity in the Social Care and NCS Development Directorate to build towards implementing the Scottish Government's commitment to create a National Care Service. [Independent Review of Adult Social Care](#) (IRASC) stated that the NCS should address gaps in national provision for social care and social work in relation to workforce planning and development, data and research, IT and, as appropriate, national and regional service planning.

The NCS is the largest and most complex transformation programme since devolution. Building on the findings of IRASC, the Scottish Government is seeking to shift the paradigm of care, strengthen the foundations of what is working, and transform the system that underpins care in Scotland.

With the promise of a National Care Service, there is the opportunity to meet this ambition and provide person-centred care and health data and digital-enablement to help people plan and support their own care; supporting better outcomes in Scotland by enabling human-rights based approach to care.

### 2. REQUIREMENTS

This requirement is in two, related, parts:

- Technical Architecture review of existing assets
- Current data flows:
  - The articulation and documentation of current data flows within and between organisation involved in the delivery of Social Care Services (and related Health organisations).

**Details of specific outputs are included in each section of the requirement, including the production of presentational materials and presenting “Show and Tell” sessions to the team and wider audiences.**

Project and delivery management resource to support the delivery of this requirement should also be provided by the supplier.

#### 2.1 TECHNICAL ARCHITECTURE REVIEW

As part of the ongoing development work of the NCS, the Social Care Data & Digital Division in partnership with Directorate for Digital Health and Care (DHAC) require a partner to help evaluate the capabilities and functionality of existing and in

development national health and social care digital and data infrastructure and systems to assess their viability, suitability and system readiness to deliver NCS services. This work will be complementary to, but will carry out different processes, to the current Technical Landscape Review.

*This work should be complementary to, and not overlap with, previous work [Digital Maturity Assessments](#) carried out by the Directorate of Digital Health and Care.*

All work will be commissioned, directed and reviewed by the existing Social Care Data & Digital Architecture Team. You will engage closely with specified Public Sector partners to put forward and document proposals on Architectural Decisions. Providing assessments of what existing and in development infrastructure/systems can or should be utilised by the NCS, including clear rationale outlining risks, issues, dependencies and investments that have informed the recommendations.

It is anticipated some Architectural Decisions will require an options appraisal to evaluate the best suited platform for a particular service.

The proposed design decisions will initially be reviewed by the Social Care Data & Digital Architecture Team and then presented to senior NCS and Public Sector partner stakeholders for approval through NCS Governance structures.

In both parts of the requirement, you will be working closely with the Social Care Data and Digital Division in blended teams, where appropriate and possible.

## **Scope / Statement of Requirement**

### Objectives and outcomes

#### **Engage with Scottish Government and Public Sector Partners**

Take the lead in the technical aspects of information gathering with SG and partner organisations across the public sector. It is anticipated engagement will be required with the following organisations to evaluate their systems/service offer and infrastructure.

An indicative list is given below and this may include between 12-13 reviews/options appraisals:

- NHS Scotland Health Boards
- NHS Education for Scotland (NES)
- National Services Scotland (NSS)
- The Care Inspectorate
- The Scottish Social Services Council (SSSC)
- The Scottish Wide Area Network (SWAN) delivery team

- Digital Health & Care Innovation Centre (DHI)
- Directorate For Digital Health and Care (Scottish Government)
- Public Health Scotland (PHS)
- Local Government Digital Office
- Local Authority Social Care Teams/Integrated Joint Boards (IJBs)/Health and Social Care Partnerships (HSCPs)
- Research Data Scotland (RDS)
- Data Lab

### Deliver the following Work Items

- Architectural Decision Artefacts
  - For each provided system/service/product, work with the Data & Digital Architecture Team to develop a suitable evaluation criterion to be used for the assessment.
  - Perform a quantitative assessment of the system(s) / infrastructure and record the proposed design decision. These formal work items should document the:
    - Evaluation Criteria used
    - Assumptions made
    - Known Constraints
    - Givens (Significant facts known to be true about the context of the decision) used as part of the evaluation.
    - Risks, issues and dependencies (including any product or development roadmaps)
- Data Governance and Operations
  - Work with us and Information Governance teams across DHAC, NSS and NES to develop our approach, taking account of [SG Digital Strategy](#), [SG AI Strategy](#), [Digital Health and Care Strategy](#), [Digital Health and Care Data Strategy \(currently in development\)](#), Insights from International Research and approaches and our developing international benchmarking work.
  - Support the identification and creation of a suitable data governance framework and supporting operational model, factoring in architectural decisions as above (and any dependencies that may cause constraints) e.g., Where systems and services use/store/process personal data, what data governance and consent model underpins this
  - Risks, issues, dependencies
- The decisions **must** be:
  - justified
  - clearly highlighting its implications and risks and any derived requirements, including documenting any necessary changes to the infrastructure/systems required to accommodate the NCS service(s), and include
    - their estimated delivery timeline
    - Identifying the justification for bespoke build, commercially available systems, configuration or integration of COTS products
    - rough order of magnitude costs including licensing model
    - contract start, extension, renegotiation points and end dates (if available)

- Consideration of SLAs or MOUs required, and any relevant legal agreements required
- **Where more than one platform or system are deemed viable, an options appraisal will be required to evaluate the best suited platform for a particular service.**
- NCS and Public Sector Partner Stakeholder Reporting to include:
  - Regular reporting throughout the engagement (fortnightly) to ensure work develops collaboratively and any risks and issues are highlighted and mitigated early
  - Show and Tells to the team and wider audiences
  - Presentational materials for various audiences in an accessible format
  - Separate files containing any graphics or visuals used in a standard, editable source format (e.g., Visio or SVG)
  - All raw data used to develop conclusions and recommendations in a reusable, accessible format such as Excel or CSV
    - **Culminating in a detailed report with an appropriate summary and RAG status of the proposed decisions to be presented to NCS and Public Sector Partner Stakeholders for review and approval.**

## **2.2 CURRENT DATA FLOWS**

Articulate and document personal data flows, and the legal basis for these, between data controllers and processors across the Health and Care systems in Scotland, accounting for any structural changes anticipated in the delivery of the National Care Service. This is required in order to:

- Ensure that the planning, design and implementation of a nationally consistent, integrated and accessible electronic social care and health record are built on a sound evidence base;
- Inform the development of clear, implementable regulation, data sharing agreements and associated DPIAs.
- Inform the development of clear, implementable guidance.

**Please note to meet legislative timescales the first iteration of this work MUST be delivered in early October 2022.**

### **Scope / Statement of Requirement**

#### Objectives and outcomes

#### **Desk research and gap analysis with Scottish Government and Public Sector Partners**

Engage with the appropriate public sector partners and national organisations to collect any documentation on current data flows, these include (but may not be limited to):

- Directorate For Digital Health and Care (Scottish Government)
- NHS Education for Scotland (NES)
- National Services Scotland (NSS)
- Public Health Scotland (PHS)
- Local Government Digital Office
- Digital Health & Care Innovation Centre (DHI)

Use this information to carry out a gap analysis of the documentation of data flows in the current organisations involved in the delivery of Social Care and Health services, to include any associated services with a dependency. Use this analysis to produce an engagement plan with the aim of completing the documentation of the data flows.

### **Engage with Scottish Government and Public Sector Partners**

Using the engagement plan, take the lead in the technical aspects of information gathering with SG and partner organisations across the public sector. It is anticipated engagement will be required with the following organisations to articulate, document and categorise current data flows and organisations involved in the delivery of social care and health services, to include any associate services with a dependency.

An indicative list is given below:

- NHS Scotland Health Boards
- NHS Education for Scotland (NES)
- National Services Scotland (NSS)
- The Care Inspectorate
- The Scottish Social Services Council (SSSC)
- The Scottish Wide Area Network (SWAN) delivery team
- Digital Health & Care Innovation Centre (DHI)
- Directorate For Digital Health and Care (Scottish Government)
- Public Health Scotland (PHS)
- Research Data Scotland (RDS)
- Local Government Digital Office
- Local Authority Social Care Teams/Integrated Joint Boards (IJBs)/Health and Social Care Partnerships (HSCPs)
- NCS and Public Sector Partner Stakeholder Reporting to include:
  - Regular reporting throughout the engagement (fortnightly) to ensure work develops collaboratively and any risks and issues are highlighted and mitigated early
  - Show and Tells to the team and wider audiences
  - Presentational materials for various audiences in an accessible format
  - Separate files containing any graphics or visuals used in an editable source format (e.g., Visio or SVG)
  - All raw data used to develop conclusions and recommendations in a reusable, accessible format such as Excel or CSV
    - **Culminating in a detailed report with an appropriate summary and analysis of current data flows within and between**

**organisations involved in the delivery of social care and health.**

**This report should include:**

- **Visualisations of the data flows**
  - **Categorisation of the types of data (personal, anonymised etc)**
  - **Uses of data (e.g., service provision, planning, research)**
  - **Data sharing agreements in place between and within organisations**
  - **Categorisation of the organisations in line with GDPR and Data Protection legislation**
- **Provision of a detailed report pulling together the outcomes of specific reports (provided by the team) and this data flows work to provide a full evidence picture, gap analysis and design recommendations**

### **Key milestone dates to be aware of when planning**

In order to meet legislative timescales the first iteration of this data flow work **MUST** be delivered in early October 2022.

#### Inputs from the Social Care Data and Digital Division

The aim is to provide this information to the successful supplier, once awarded. However, we reserve the right to include the completion or validation of items b and c on the list below into the initial activities of the successful supplier.

- a) Evolving outputs from the current Technology Landscape Review
- b) Categorisation of organisations
- c) Current draft target architecture
- d) Lessons learned gathered from the current International Research into electronic social care and health record projects and programmes outside of Scotland

## **2.3 ESSENTIAL SKILLS REQUIRED**

- **Technical Architecture - Enterprise IT governance**
  - Can highlight gaps in the provision of a consistent and integrated approach to IT governance in line with an organisation's corporate governance requirements.
  - At the highest levels in an organisation's governance activities, can provide assurance to principal stakeholders that IT services meet the organisation's obligations (including legislation, regulatory, contractual and agreed standards/policies).
  - Can proactively highlight the need for a framework of policies, standards, process and practices to guide provision of enterprise IT services, and that suitable monitoring of the governance framework is in place to report on adherence to these obligations as needed.

- Can establish the appropriate guidance to enable transparent decision-making to be demonstrated, working with senior leaders to ensure the needs of principal stakeholders are understood, the value proposition offered by enterprise IT is accepted by these stakeholders and the evolving needs of the stakeholders and their appetite for balancing benefits, opportunities, costs, and risks is embedded into strategic and operational plans.
- **Technical Architecture - Enterprise and business architecture**
  - Can interpret business goals and drivers, translate business strategy and objectives into an operating model, perform a strategic assessment of current capabilities and identify required changes in capabilities.
  - Can direct the creation and review of an enterprise capability strategy to support the strategic requirements of the business.
  - Can identify the business benefits of alternative strategies.
  - Can ensure compliance between business strategies, enterprise transformation activities and technology directions, setting strategies, policies, standards, and practices.
- **Data Architecture and Standards**
  - Can undertake data profiling and source system analysis.
  - Can communicate the business benefit of data standards.
  - Can understand where standards need to be set across an organisation and how to set the standards within an organisation in the wider context of government.
  - Can understand the concepts and principles of data modelling and can produce relevant data models.
  - Can work across government and into industry, understanding opportunities for re-use and alignment between the data models in different organisations.
  - Can design how data models should be categorised within the organisation.
  - Can reverse-engineer a data model from a live system.
  - Can understand data governance and how it works in relation to other organisational governance structures.
  - Can work with business and technology stakeholders to translate business problems into data designs.
  - Can create optimal data designs through iterative processes, aligning user needs with organisational objectives and system requirements.
- **Relationship Management**
  - Can lead the development and delivery of comprehensive stakeholder management strategies and plans.
  - Can build strategic relationships with senior stakeholders (internal and external).
  - Communicates clearly, in plain English, non-technical language, to ensure that stakeholders understand concepts and requirements.
- **Information Security and Assurance**



- Can provide authoritative advice and guidance to maintain the security, confidentiality, integrity, availability, accountability, and relevant compliance of information systems with legislation, regulation, and relevant standards.
- Can interpret and apply information assurance and security policies to manage risks.
- Can provide advice and guidance to ensure adoption of and adherence to information assurance architectures, strategies, policies, standards, and guidelines.
- Can provide advice and guidance to ensure integrity, availability, authenticity, non-repudiation and confidentiality of information and data in storage and in transit.
- **Data Governance, Protection and Operations**
  - Can provide authoritative advice and guidance in data governance, protection, operations and consent models to ensure compliance of information systems with legislation, regulation and relevant standards
  - Can provide clear, plain English descriptions of data governance approaches
- **Project and Delivery Management**
  - Can provide project and delivery management activities in both agile and waterfall methodologies

## **2.4 DATES AND DELIVERY**

The services will be delivered between the award of the contract and expected to commence on the **1<sup>st</sup> August 2022 and finish on the 31<sup>st</sup> July 2023.**

Due to Covid-19 restrictions all work should be delivered remotely.

## **2.5 DELIVERY TIMELINE**

- ITT publication – 22<sup>nd</sup> June 2022
- Bidder questions submitted by 12:00 pm 27<sup>th</sup> June 2022
- Authority responses – 1<sup>st</sup> July 2022
- Tender Submission – 11<sup>th</sup> July 2022 at 12:00 pm
- Evaluation – between 11<sup>th</sup> July 2022 and 15<sup>th</sup> July 2022
- Contract start and initiation meeting – w/c 1<sup>st</sup> August 2022, Via Teams,
- Draft report to SG – (TBC at contract award, with first iteration of data flows work no later than early October 2022)
- Final Report – No later than (TBC at contract award)

## **2.6 OWNERSHIP OF OUTPUTS**

The ownership of any outputs such as reports and any data produced/collected because of awarding this contract lies with the Scottish Ministers and the information contained with the reports may or may not be made public at the sole discretion of the Scottish Ministers.

### 3. CONTRACT MANAGEMENT

#### 3.1. Budget

The maximum budget for this project is £400,000 excluding VAT. Any tenderers whose costs are over the project budget of £400,000 excluding VAT will automatically be excluded from the tender exercise.

#### 3.2. Payment Schedule

The payment schedule for the project will be agreed during project initiation with the successful bidder.

Tenderers must provide a 'Tender Sum Total' for this work and may propose Milestone Payments. For example:

*Milestone Payment One: Successful delivery of initial draft report, signed off by Contract Manager*

*Milestone Payment Two (Final Milestone): Successful delivery of final report and associated data, signed off by Contract Manager*

*Tender Sum Total*

*Milestone Payment One 50% plus Milestone Payment Two remainder.*

#### 3.3. Timescales

The contract shall commence on **1<sup>st</sup> August 2022** and expected to expire **31<sup>st</sup> July 2023**.

#### 3.4. Contract Management

The contract will be managed by the Contract Manager **[Redacted: Exempt under 38(1)(b), FOISA]**, who will be responsible for the day-to-day liaison with the successful tenderer and for agreeing final versions of all outputs.

E-mail: **[Redacted: Exempt under 38(1)(b), FOISA]**

Business address: Scottish Government, St Andrew's House, 2 Regent Road, Edinburgh, EH1 3DG

**SCHEDULE 3**

**CASE/631603 – INVITATION TO TENDER (ITT)**

**PROVISION OF JUSTICE RESEARCH FOR NATIONAL CARE SERVICE (NCS)**

**TECHNICAL AWARD CRITERIA**

| <b>TECHNICAL AWARD CRITERIA</b>             |   | <b>Section Weighting</b> | <b>Question Weighting</b> |
|---|---|--------------------------|---------------------------|
| <b>SECTION A. KNOWLEDGE AND METHODOLOGY</b> |   | <b>50%</b>               |                           |
| A1.   | <p>The tenderer must demonstrate an understanding of the context of the requirement. This shall include an understanding of the policy environment including Justice Social Work.</p> <p>The tenderer must clearly explain their proposed approach to delivering the services and outline the suitability, robustness and limitations of the proposed methods.</p> <p>This must include your ability to work flexibly and meet the timescales outlined in the specification. The tenderer must provide their approach to the following:</p> <ul style="list-style-type: none"><li>• How a preliminary literature review will be conducted</li><li>• How further research will be conducted</li></ul> <p><b>Please note your response to this question is restricted to a maximum word limit of 2000 words. Tenderers should note that any words exceeding the 2000 limit will <u>not be</u> considered for evaluation purposes.</b></p> |                          | 100%                      |

|   |  |            |      |
|---|--|------------|------|
| <b>SECTION B. STAFFING AND CAPABILITY</b> |  | <b>25%</b> |      |
| B1.                                       | <p>The tenderer must provide details of all roles and responsibilities proposed for the delivery of the project and provide named individuals against these roles where relevant.</p> <p>For all principle staff, this must include a CV detailing the experience, qualifications, and specialist skills these individuals possess to carry out the specified role.</p> <p><b>Please note your response to this question is restricted to a maximum word limit of 2000 words. Tenderers should note that any words exceeding the 2000 limit will <u>not be</u> considered for evaluation purposes.</b></p> |            | 80%  |
| B2.                                       | <p>The Tenderer must clearly demonstrate how their existing working procedures and practises have relevance to the commission and this shall include any potential benefits.</p> <p><b>Please note your response to this question is restricted to a maximum word limit of 2000 words. Tenderers should note that any words exceeding the 2000 limit will <u>not be</u> considered for evaluation purposes.</b></p>  |            | 20%  |
| <b>SECTION C. TIMETABLE AND DELIVERY</b>  |  | <b>20%</b> |      |
| C1.                                       | <p>The tenderer must provide a timetable for delivery of each of the key tasks. The timetable shall highlight outputs and project milestones within timeframe stated within Statement of Requirement (Schedule 2) and the Pricing Schedule (Schedule 4)</p>  |            | 100% |

| SECTION D. TIMETABLE AND DELIVERY  | PASS/FAIL |      |
|--|-----------|------|
| <p><b>D1 - MANDATORY QUESTION</b></p> <p>This Question D1 relates to a “mandatory pass” criterion, meaning that a tenderer must achieve a minimum score of 2 (“acceptable”) for this criterion</p> <p>Tender respondents must demonstrate their organisation’s approach to Information Security and the controls that are in place to protect the processing of information and ensure continuity of the service offered, by providing a brief statement for each of the following Objectives.</p> <p>The cyber risk profile for this contract is High<br/>The respondent must address each of the points, and may include any improvement plans the tenderer proposes to make prior to commencement of the contract.</p> <p>Where applicable, responses must include the controls in place to manage the sharing of data between the contractor and their sub-contractors.<br/>Where responses refer to certificates, policies or other documents, copies should be included to support the completed assessment sheet.<br/>If the respondent does not currently hold certifications they should advise of any plans they have for achieving any relevant certifications</p> <p>This question will be evaluated as a whole, by the Scottish Government Cyber Security Unit and scored on the balance between Strengths and Weaknesses in the response on balance with the cyber risk profile and perceived risks.</p> <p>Respondents must achieve a moderated average score of “2” or more for this question. Respondents who fail to achieve a moderated average score of “2” or more for this question will not have their tender considered further and will not proceed to the Price/Quality ratio calculation.</p> <ul style="list-style-type: none"> <li>• Please describe the management approach to Information Security and Data Protection, including responsibilities, and risk assessment.</li> </ul> |           | 100% |

|  |  |  |  |
|--|--|--|--|
|  | <ul style="list-style-type: none"> <li>• Please describe where data shared by The Scottish Government will be processed and how it will be secured, including any encryption controls.</li> <li>• Please describe how data will be secured during transmission between The Scottish Government, the Supplier and any sub-contractors, including any encryption controls and use of usb memory sticks.</li> <li>• Please describe the measures in place to protect computers, software, middleware and infrastructure used to process the data against loss or compromise from cyber-attack and crime, including the use of firewalls, user accounts and passwords, secure storage.</li> <li>• Please describe the measure in place to ensure that only authorised individuals have access to only that data required for them to perform their role, and thus reduce the risk of information being lost or stolen.</li> <li>• Please describe the measures taken to ensure that data processed digitally is protected from malware, virus and untrusted software.</li> <li>• Please describe the processes in place to ensure that computers, software, middleware and infrastructure, upon which the service relies, are patched with updates/hotfixes to ensure they are not vulnerable to known security issues.</li> <li>• Please describe what training is given to employees, contractors and sub-contractors in regard to information security and data protection, including lone and home workers.</li> <li>• Please describe how back-ups of the data will be taken and protected. Also, how data will be restored in the event of an incident, to ensure business continuity and continuity of the service offered.</li> </ul> <p>Please also indicate if such Disaster Recovery procedures are tested, how often, and the date of the last test.</p> <ul style="list-style-type: none"> <li>• Respondents should provide details of any Information Assurance certification they possess,</li> </ul> |  |  |
|--|--|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>or standards they conform to (e.g. ISO 27001, ISO 22301, ISO/IEC 20000, Cyber Essentials/Cyber Essentials Plus or their equivalents).</p> <p>Tender respondents should refer to the UK Governments Cyber Essentials Scheme and consider the information included within the scheme when providing their response to questions in this section.<br/><a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a></p> <p>Tender respondents are also directed to the Scottish Governments Cyber resilience strategy which includes further information and guidance. Cyber Essentials is strongly recommended by the Scottish Government as a minimum standard when working with the public sector.<br/><a href="http://www.gov.scot/Resource/0048/00489206.pdf">http://www.gov.scot/Resource/0048/00489206.pdf</a></p> |  |  |
|--|---|--|--|

| SECTION E. FAIR WORK PRACTICES |   | 5% |      |
|--------------------------------|---|----|------|
| E1.                            | <p>The Scottish Public Sector is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce which is well-rewarded, well-motivated, well-led, has access to appropriate opportunities for training and development, is diverse and inclusive, and can influence decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service delivery.</p> <p>Public bodies in Scotland are committed to applying <a href="#">Fair Work First</a> in their own organisation and in publicly funded supply chains.</p> <p><a href="#">Fair Work First</a> is the Scottish Government's policy for driving good quality and fair work in Scotland. Through this approach, the Scottish Government, and its public sector partners, are asking bidders to describe how they are committed to adopting Fair Work First:</p> <ul style="list-style-type: none"> <li>• appropriate channels for effective voice, such as trade union recognition</li> <li>• investment in workforce development</li> <li>• no inappropriate use of zero hours contracts</li> <li>• action to tackle the gender pay gap and create a more diverse and inclusive workplace</li> <li>• providing fair pay for workers (for example, <a href="#">payment of the real Living Wage</a>)</li> <li>• offer flexible and family friendly working practices for all workers from day one of employment</li> <li>• oppose the use of fire and rehire practices</li> </ul> <p>In order to ensure the highest standards of service quality we expect suppliers to commit to adopting Fair Work First in the delivery of this contract as part of a fair and equitable employment and reward package as a route to progressing towards wider fair work practices set out in the <a href="#">Fair Work Framework</a>.”</p> <p><b><i>Please describe and demonstrate how you will commit to adopting <a href="#">Fair Work First</a> for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract. This should include current and planned actions that show how you will embed these practices during the lifetime of this contract.</i></b></p> |    | 100% |



*Answers should include tangible and measurable examples and should also describe how you will report on, and demonstrate progress, to the contracting authority during the lifetime of the contract.*

*Good answers will reassure evaluators that your company is committed to adopting [Fair Work First](#) and to progressing towards wider fair work practices set out in the [Fair Work Framework](#) for the workers engaged in the delivery of this contract and those in the supply chain working on this contract. Answers need not be constrained to, or be reflective of, any examples given alongside this question.*

**Please note your response to this question is restricted to a maximum word limit of 2000 words. Tenderers should note that any words exceeding the 1500 limit will not be considered for evaluation purposes.**

| SECTION F - CLIMATE EMERGENCY |  | NOT SCORED |     |
|-------------------------------|--|------------|-----|
| F1.                           | <p>The Scottish Ministers are committed to a fairer and more sustainable Scotland to support citizens now and in future generations. Responsible businesses around the world are considering their own sustainable credentials and how they can counter the climate emergency. Scottish Ministers want to do business with responsible suppliers and actively encourage all bidders, suppliers and partners in the supply chain to the Scottish public sector to collaborate in tackling these global issues together. Scottish Ministers welcome creative thinking and commitment in how to build and shape sustainable solutions and supply chains for Scotland, ensuring that a key consideration in how our supply chains are shaped includes minimising emissions, underpinning a <a href="#">circular economy</a> and supporting our <a href="#">Carbon Management Plan</a>.</p> <p>Please provide details of how the contract will be delivered in a way that ensures that it supports the Scottish Minister's sustainability objectives outlined above. This should include details of how the tenderer will work with the Purchaser to meet external and internal targets for reducing energy consumption, and ways in which they will reduce their carbon footprint in the delivery of this contract.</p> <p><b>Please note your response to this question is restricted to a maximum word limit of 2000 words. Tenderers should note that any words exceeding the 1000 limit will <u>not be</u> considered for evaluation purposes.</b></p> |            | N/A |

| <b>SECTION G - BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)</b> |  | <b>NOT SCORED</b> |   |                   |   |                   |  |  |  |  |  |  |     |
|---|--|-------------------|---|-------------------|---|-------------------|--|--|--|--|--|--|-----|
| G1.   | <p>Please describe any Business Contingency and Disaster Recovery (BCDR) Plans you will put in place to ensure delivery of Services/Goods during the COVID-19 pandemic, these maybe but not limited to:</p> <ul style="list-style-type: none"> <li>• Supply Chain</li> <li>• Resources (Staff)</li> <li>• Deliveries</li> <li>• Use of IT</li> <li>• IT failure</li> <li>• Backups (on/off site servers)</li> </ul> <p>Plans must also cover any mitigation actions you will put in place to ensure delivery. Please see table below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Threat</th> <th style="width: 15%;">H/M/L Risk</th> <th style="width: 15%;">H/M/L Impact</th> <th style="width: 20%;">Mitigation / Actions including timescales</th> <th style="width: 30%;">Responsible Owner</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>Please note your response to this question is restricted to a maximum word limit of 2000 words. Tenderers should note that any words exceeding the 1000 limit will <u>not be</u> considered for evaluation purposes.</p> | Threat            | H/M/L Risk                                | H/M/L Impact      | Mitigation / Actions including timescales | Responsible Owner |  |  |  |  |  |  | N/A |
| Threat  | H/M/L Risk   | H/M/L Impact      | Mitigation / Actions including timescales | Responsible Owner |   |                   |  |  |  |  |  |  |     |
|   |  |                   |   |                   |   |                   |  |  |  |  |  |  |     |

## SCHEDULE 2

### CASE/631603 – INVITATION TO TENDER (ITT)

#### STATEMENT OF REQUIREMENT (SOR) FOR THE PROVISION OF JUSTICE RESEARCH FOR NATIONAL CARE SERVICE (NCS)

##### 1. BACKGROUND

On the 20<sup>th</sup> of June 2022, the National Care Service (Scotland) Bill was introduced to the Scottish Parliament. This Bill is underpinned by an ambition to improve the quality and consistency of social services in Scotland and allows Scottish Ministers to transfer social care responsibility from local authorities to a new, national care service (NCS). The Bill includes a power to transfer justice social work (JSW) services to a NCS but directs that a further public consultation be undertaken and the results to be laid before the Scottish Parliament alongside any regulations.

The responses to the consultation on NCS (Scotland) Bill included a range of views on the prospective inclusion of JSW within a NCS. Although a majority (64%) of respondents were in favour, concerns were highlighted alongside a call for further evidence and discussion to be undertaken before a definitive decision is taken.

A programme of gathering evidence, collaboration, and consultation has begun to inform a decision. This will be made up of three phases:

**Research:** The collation of a robust evidence based on the strengths, weaknesses and prospective implications of the inclusion or not of JSW within a future NCS. This will support understanding the possible options and further collaboration with stakeholders ahead of a public consultation. This stage is the focus of this research brief.

**Options Appraisal:** Working collaboratively with stakeholders to utilise the evidence to scope, analyse and, where appropriate, co-design of prospective delivery models (including with JSW within and outwith an NCS). This stage will help inform a recommendation to Ministers on an in-principle decision ahead of a public consultation.

**Public Consultation:** A twelve-week public consultation to seek views on the proposed approach(es) to the future delivery of JSW. This consultation, when combined with the evidence gathering and options appraisal, will inform the recommendation to Ministers on a final decision on the future delivery mode, including the inclusion or not of JSW within the NCS.

##### 2. RESEARCH SCOPE

The scope of this particular research is restricted by the available time and will therefore focus upon gathering evidence to inform a decision on the possible inclusion or not of JSW within a future NCS. Within this, it will centre upon establishing a robust understanding of the relative strengths and weaknesses of current and prospective models (both within and outwith the NCS). Each aspect of the research will actively consider the legal duties of local authorities under the

Social Work Scotland Act 1968 and the grounding of justice social work in a human rights, social justice and strength-based approach that is reflected in the Scottish Social Service Council's registration requirements and Code of Practice.

Subject to the decision taken on the future JSW delivery model, further research going beyond this scope may be required.

### **3. AIM**

To collate, generate, and analyse evidence to help inform a decision on the inclusion or not of JSW within a future NCS.

### **4. OBJECTIVES**

- To identify the fundamental components, principles, and practices of JSW that are required to deliver effective services and achieve agreed outcomes.
- To establish the strength and weaknesses of the current JSW approach in Scotland and where stakeholders feel improvements could be made in achieving agreed outcomes without significant disruption to current structures
- To analyse the strengths, weaknesses, and implications of JSW being included or not in a future NCS in achieving agreed outcomes

### **5. RESEARCH QUESTIONS**

- What is the national and international evidence for “what works” in delivering the best outcomes for people and to what extent does the current approach in Scotland reflect best practice?
- What are the strengths and weaknesses of the current approach in Scotland and where and how stakeholders feel improvements could be made in regards to?
  - The effective delivery of services
  - Collaboration with other social work and related services (e.g. health, housing)
  - Local and national collaboration and governance
  - Current funding arrangements for JSW
  - The role of the third-sector
- What are the prospective strengths and weaknesses of JSW being included or not within a future NCS?
- What are the practical, operational, and legislative implications of JSW being included in a future NCS or not?

## 6. METHODOLOGY

The research will require a combination of primary and secondary methods. The specific methods used will be determined by the researcher, however, must include, but not limited to the following:

- **Literature review:** A collation and analysis of relevant operational, government, and academic literature.
- **Engagement:** The use of qualitative methods to gain insight from key stakeholders and JSW experts. This must include, as a minimum, engagement with a sample of existing service users, JSW professionals and other social work services. This element must also include a case study approach to map and evaluate current and prospective delivery models.

## 7. RESEARCH TIMELINE

A decision on the in-principle on the inclusion or not of JSW within the NCS is expected to be taken within the next 12 months. On this basis, the research should commence in January 2023 and all associated outputs must be completed by the end of August 2023.

## 8. OUTPUTS

The researcher will be expected to produce two written outputs. The first output should be an interim report presented no later than the end of February 2023. This will be presented to the research reference group and shall cover the key initial findings from the literature review.

This must be followed by a full written report which covers all findings and is produced to professional standard. In addition, at this stage, the researcher shall prepare and deliver three presentations to stakeholders outlining the key findings.

## 9. MONITORING

The research commission will be managed by officials from within the Community Justice Division of the Scottish Government. This shall include facilitating a reference group to provide input and offer comment on the research as it progresses. This shall consist of representatives from key stakeholders, including, but not limited to COSLA, Community Justice Scotland and Social Work Scotland.



Contract For the Provision of  
Technical Architecture Partner

Technical Response Template

## Instructions

### EVALUATION GUIDE AND AWARD CRITERIA

#### TECHNICAL ARCHITECTURE PARTNER – CASE REF: 608593

#### 1. INTRODUCTION

- 1.1. The evaluation criteria will consider Quality as well as Price. Each tender will be subjected to the evaluation process outlined below. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
- 1.2. The winning tender will be the one that achieves the highest Combined Score (providing their tender is technically compliant). The Combined Score will be determined based on the following Price/Quality Ratio:
  - Quality (Technical) 60%
  - Price (Commercial) 40%

#### 2. EVALUATION PROCESS

Evaluation of tenders will follow this process:

##### 2.1. Quality Analysis

- 2.1.1. Tender responses to the Technical Award criteria questions, as outlined in Appendix A, will be used to perform the Quality Analysis.
- 2.1.2. The marks awarded will be based on the evidence contained in the tender submissions, including any relevant attachments where they have been requested in the ITT.
- 2.1.3. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.
- 2.1.4. Each evaluator will award a mark for each question between 0 and 4, in accordance with the methodology detailed in the table below:

##### QUALITY SCORING GUIDANCE

Technical responses will be evaluated using the following methodology:

| Score | Definition   | Description  |
|-------|--------------|--|
| 0     | Unacceptable | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.   |
| 1     | Poor         | Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| 2     | Acceptable   | Response is relevant and acceptable. The response addresses a broad understanding of the requirement but   |



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

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

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

2.1.7. Scores will be rounded to 2 decimal places

2.1.8. For questions denoted '**M**' tenderers must achieve a minimum moderated average score of 2.

2.1.9. If the moderated average score is less than '2' for any of the questions marked '**M**', the tender will not be subject to Price Analysis and a score of 0 (zero) will be awarded in respect of the Price Score. As a result, the tender will not be considered further.

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

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

## 2.2. **Price Analysis**

2.2.1. To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 2), which Tenderers are to complete.

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

(Lowest Tender Sum Total / Tenderer's Tender Sum Total ) X 100.

2.2.3. Scores will be rounded to 2 decimal places

2.3. **Combined Score**

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

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

2.3.3. Scores will be rounded to 2 decimal places.

2.3.4. The Tenderer who achieves the highest Combined Score will be deemed to be the successful bidder, provided their tender has been deemed to be fully compliant in all other respects.

2.3.5. In the event of a tie the Scottish Ministers reserves the right to appoint the Tenderer who obtains the highest technical score.

**3. TENDER CLARIFICATIONS**

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

**Question 1A - Proposed approach and plan to deliver this requirement (25%)**

**Section Overall Weighting – 25%**

**Question Weighting 50%**

Describe the overall structure of your organisation, in the context of responsibility for delivery of this contract. Include an organisational chart and detailed job specifications for key management and support staff, including the contract manager who will be responsible for the management and operation of this contract.

This response should clearly describe lines of accountability, communication, and reporting for key management and support staff, and describe how suitable levels of technical knowledge and professional accreditation and expertise will be acquired and maintained to enable the service to be delivered in accordance with the specification, and with industry best practice and standards.

**Please note your response to this question is restricted to a maximum word limit of 2000 words. Tenderers should note that any words exceeding the 2000 limit will not be considered for evaluation purposes.**

Response:

**Question 1B - Proposed approach and plan to deliver this requirement (25%)**

**Section Overall Weighting – 25%**

**Question Weighting 50%**

Tenderers should describe their approach to managing the delivery of this requirement. The response should ensure all Schedule 2 (Specification and Service Levels) references and milestone dates are addressed in the response. The response should include a credible delivery plan which includes details of key tasks and activities and the roles and responsibilities of the Service Provider and the Authority.

This response should include a clear and detailed description of how the contract manager will develop and maintain an effective working relationship with the Purchaser.

In the context of performance management and reporting, contract reviews, complaints and escalation, this response should describe how you will manage, monitor, and report on the operation and performance of this contract. This should include Show and Tell sessions at the end of each sprint.

A risk assessment should be provided covering all main risks to the project, the likelihood of them happening, the impact they will have if they do happen, mitigation and recovery activities. This should also note any dependencies, e.g. feedback from SG officials on research materials and reports that would be needed in order to

undertake and complete this project and the implications if this support is not obtained/timely.

**Please note your response to this question is restricted to a maximum word limit of 2000 words. Tenderers should note that any words exceeding the 2000 limit will not be considered for evaluation purposes.**

Response:

**Question 2 – Experience of delivery of similar data gathering and analysis reports and working with public and third sector organisations (25%)**

Please provide evidence of key delivery staff listed in the response to Question 1, carrying out similar work in a public sector context. Tenderers may wish to reference case studies to support their response. Response should include details of the teams that carried out these projects.

**Please note your response to this question is restricted to a maximum word limit of 1500 words. Tenderers should note that any words exceeding the 1500 limit will not be considered for evaluation purposes.**

Response:

**Question 3 – Assessment Approach (25%)**

Describe your approach to assessing and comparing the projects/products/assets/platforms to fulfil the requirements in section 2.1 of the specification. This response should detail how you will provide actionable insight with particular reference to criteria that you would consider important in evidencing the technical soundness and deliverability of the projects/products/assets/platforms under review.

**Please note your response to this question is restricted to a maximum word limit of 1500 words. Tenderers should note that any words exceeding the 1500 limit will not be considered for evaluation purposes.**

Response:

#### **Question 4 – Data Flows (20%)**

Please describe your approach to researching, articulating and visualising the data flows in section 2.2 of the specification. This should provide examples of structured information that, once gathered, can be queried and graphed to generate the required information and reports. Please include any methodologies, standards, visualisation tools proposed.

**Please note your response to this question is restricted to a maximum word limit of 1500 words. Tenderers should note that any words exceeding the 1500 limit will not be considered for evaluation purposes.**

Response:

#### **Question 5 – Cyber Security (PASS/FAIL) [M](#)**

Please describe your approach to cyber security and the controls that are in place to protect the processing of information by the service or solution being offered. Responses should address each of the points below, and may include any improvement plans the tenderer proposes to make prior to commencement of the contract.

Where responses refer to certificates, policies or other documents, copies should be included to support your attestation.

This question will be evaluated as a whole by the Cyber Security and Defence team from Scottish Government ICT, and scored simply as Pass or Fail in regard to the controls listed on balance with the Cyber risk profile.

- Please describe the approach to Information Security and Data Protection.
- Please describe where data will be processed and how it will be secured, including any encryption controls and also including the measures put in place with sub-contractors.
- Please describe how data will be secured during transmission between the Scottish Government, the Contractor and sub-contractors, including any encryption controls and use of usb memory sticks.
- Please describe the measures in place to protect computers, software, middleware and infrastructure used to process data against loss or compromise from cyber-attack and crime, including the use of firewalls, user accounts and passwords, secure storage.
- Please describe the measure in place to ensure that only authorised individuals have access to only that data required for them to perform their role, and thus reduce the risk of information being lost or stolen.

- Please describe the measures taken to ensure that data processed digitally is protected from malware, virus and untrusted software.
- Please describe the processes in place to ensure that computers, software, middleware and infrastructure, upon which the service relies, are patched with updates/hotfixes to ensure they are not vulnerable to known security issues.
- Please describe how back-ups of the data will be taken and protected

This Question relates to a “mandatory pass” criterion, meaning that a tenderer must achieve a minimum score of 2 (“acceptable”) for this criterion

Response:

### **Question 6 – Fair Work First (5%)**

The Scottish Public Sector is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce which is well-rewarded, well-motivated, well-led, has access to appropriate opportunities for training and development, is diverse and inclusive, and can influence decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service delivery.

Public bodies in Scotland are committed to applying Fair Work First in their own organisation and in publicly funded supply chains.

Fair Work First is the Scottish Government’s policy for driving good quality and fair work in Scotland. Through this approach, the Scottish Government, and its public sector partners, are asking bidders to describe how they are committed to adopting Fair Work First:

- appropriate channels for effective voice, such as trade union recognition
- investment in workforce development
- no inappropriate use of zero hours contracts
- action to tackle the gender pay gap and create a more diverse and inclusive workplace
- providing fair pay for workers (for example, payment of the real Living Wage)
- offer flexible and family friendly working practices for all workers from day one of employment
- oppose the use of fire and rehire practices

**In order to ensure the highest standards of service quality we expect suppliers to commit to adopting Fair Work First in the delivery of this contract as part of a fair and equitable employment and reward package as a route to progressing towards wider fair work practices set out in the Fair Work Framework.**

**Please describe and demonstrate how you will commit to adopting Fair Work First for workers (including any agency or sub-contractor workers) engaged**

**in the delivery of this contract. This should include current and planned actions that show how you will embed these practices during the lifetime of this contract.**

**Answers should include tangible and measurable examples and should also describe how you will report on, and demonstrate progress, to the contracting authority during the lifetime of the contract.**

**Good answers will reassure evaluators that your company is committed to adopting Fair Work First and to progressing towards wider fair work practices set out in the Fair Work Framework for the workers engaged in the delivery of this contract and those in the supply chain working on this contract. Answers need not be constrained to, or be reflective of, any examples given alongside this question.**

**Please note your response to this question is restricted to a maximum word limit of 1500 words. Tenderers should note that any words exceeding the 1500 limit will not be considered for evaluation purposes.**

Response:

### **Question 7 - Climate Emergency NON SCORED**

The Scottish Ministers are committed to a fairer and more sustainable Scotland to support citizens now and in future generations. Responsible businesses around the world are considering their own sustainable credentials and how they can counter the climate emergency. Scottish Ministers want to do business with responsible suppliers and actively encourage all bidders, suppliers and partners in the supply chain to the Scottish public sector to collaborate in tackling these global issues together. Scottish Ministers welcome creative thinking and commitment in how to build and shape sustainable solutions and supply chains for Scotland, ensuring that a key consideration in how our supply chains are shaped includes minimising emissions, underpinning a [circular economy](#) and supporting our [Carbon Management Plan](#).

Please provide details of how the contract will be delivered in a way that ensures that it supports the Scottish Minister's sustainability objectives outlined above. This should include details of how the tenderer will work with the Purchaser to meet external and internal targets for reducing energy consumption, and ways in which they will reduce their carbon footprint in the delivery of this contract.

Responses should also address the approach taken to ensure efficiency of logistics operations, the management of waste and energy efficiency in delivering the service.

**Please note your response to this question is restricted to a maximum word limit of 1000 words. Tenderers should note that any words exceeding the 1000 limit will not be considered for evaluation purposes.**

Response:

**Question 8 - Real Living Wage (NON SCORED)**

Tenderers are asked to confirm that they will pay staff that are involved in the delivery of services under the framework agreement, and/or any subsequent call off contract, at least the real Living Wage.

**YES/NO\***

**Please note that tenderers who fail to answer “Yes” to this question will not have their tender considered further or proceed to the Price/Quality ratio calculation.**

Response:



## ADDITIONAL QUESTIONS FOR INFORMATION PURPOSES ONLY

### 1. LIVING WAGE

The Scottish Living Wage Accreditation Initiative and the Living Wage Foundation recognise and celebrate the responsible leadership shown by Living Wage Employers and support employers to incorporate the real Living Wage into organisational structures long term. More information can be found at the links below:

<http://scottishlivingwage.org/>

<http://www.livingwage.org.uk/>

- a) Tenderers are asked to confirm whether they will pay staff that are directly involved in the delivery of services under the contract the Real Living Wage.

YES   
NO

### 2. SUPPORTED BUSINESS

Is the supplier a Supported Business (an organisation whose main aim is to integrate disabled or disadvantaged people socially and professionally. Their workforce must be at least 30% disabled or disadvantaged, as specified in EU Directive 2014/24/EU.)

YES   
NO

### 3. SME

Is the supplier a SME? (an organisation with less than 250 employees)

YES   
NO





Contract For the Provision of  
**Technical Architecture Partner**

**Pricing Schedule**

## **PRICING SCHEDULE**

Costs will be firm for the duration of this contract. Charges which appear elsewhere in the proposal but which are not summarised in this Schedule, will be presumed to have been waived.

Prices should be quoted in Pounds Sterling (£) and be exclusive of any VAT which may be chargeable. The total price must account for all deliverables detailed in the Specification of Requirements, and must cover liability for all costs including staff costs, attendance at meetings, equipment, travel and subsistence, overheads, and participation in any dissemination activity that is envisaged in the Specification of Requirements.

The Supplier will submit an invoice in relation to the set up charge upon customer acceptance. The Supplier will submit invoices for the monthly service charges in arrears and on either a monthly or quarterly basis. Payment will be made within 30 days of receipt and agreement of the Supplier's invoice.

### **Fees and Costs**

Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred.

### **Commercial Evaluation**

The commercial evaluation shall be based on the Total Fixed Price (ex VAT) for delivery of the service.

The Supplier must set out clearly the number of days and associated costs for each element of the contract:

The tenderer who submits the lowest price shall be awarded the full weighting available (40%). Other tenderers will be awarded a price score based on the percentage difference between their offer and that of the lowest offer.

Tenderers shall enter their prices in the tables below.

This includes: staff costs; course content and material; and overheads (including travel and subsistence).

| <b>Price Element</b>          | <b>Fixed Price<br/>(ex VAT)</b> |
|-------------------------------|---------------------------------|
| <b>Delivery of Milestones</b> | <b>£</b>                        |
|                               |                                 |
|                               |                                 |

|                   |          |
|-------------------|----------|
|                   |          |
| <b>SUM TOTAL=</b> | <b>£</b> |

**SCHEDULE 5**

**FORM OF TENDER TO THE SCOTTISH GOVERNMENT**

**CASE/631603 – PROVISION OF JUSTICE RESEARCH FOR NATIONAL  
CARE SERVICE (NCS)**

\*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 / Statement of Requirement (SOR) in accordance with the Schedules, at the prices entered in the Pricing Schedule and in accordance with the Terms and Conditions for Services.

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

- Schedule 1 - Instructions to Tenderers
- Schedule 2 - Specification / Statement of Requirement (SOR)
- Schedule 3 - Evaluation Guide and Technical Award Criteria
- Schedule 4 - Pricing Submission
- Schedule 5 - Form of Tender
- Schedule 6 - Terms and Conditions (SG2)

\*I/We agree to abide by this tender from **12:00 hours on 5 December 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 **1 January 2023** and end on [date] 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

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

## THE SCOTTISH GOVERNMENT

### SCOTTISH GOVERNMENT TERMS AND CONDITIONS 2 (SGTC2)

#### CONDITIONS OF CONTRACT FOR THE PURCHASE OF SERVICES

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

#### 1. DEFINITIONS

In these Conditions:

“Contract” means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions and other documents (or parts thereof) specified in the Purchase Order;

“Data Controller”, “Data Processor”, “Data Subject” and “Data Subject Access Request” have the meanings given in the Data Protection Laws;

“Data Protection Laws” means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR;

‘Good Industry Practice’ means standards, practices, methods and procedures conforming to legal and regulatory requirements and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking as the Supplier under the same or similar circumstances.

“Information Commissioner” means the Commissioner as set out in Part 5 of the Data Protection Act 2018.

“Intellectual Property Rights” means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or developed as part of the Services by or on behalf of the Supplier;

“Personal Data” has the meaning given in the Data Protection Laws;

“Premises” means the location where the Services are to be performed, as specified in the Purchase Order;

“Processing” has the meaning given in the Data Protection Laws and cognate expressions shall be construed accordingly;

“Purchase Order” means the document setting out the Purchaser’s requirements for the Contract;

“Purchaser” means the Scottish Ministers;



“Schedule” means a schedule annexed to and forming part of these conditions;

‘Services’ means the services to be provided as specified in the Purchase Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;

“Supplier” means the person, firm or company to whom the Contract is issued.

“Third country” means a country or territory outside the United Kingdom.

“UK GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

#### CHANGE TO CONTRACT REQUIREMENTS

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

2.2 Save as otherwise provided herein, no variation of the Services as provided for in Condition 2.1 hereof shall be valid unless given or confirmed in the form of an order given by the Purchaser. All such orders shall be given in writing provided that if for any reason the Purchaser shall find it necessary to give any such order orally in the first instance the Supplier shall comply with such oral order which must be confirmed in writing by the Purchaser within 2 working days of the giving of such oral order by the Purchaser, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

2.3 Where any such variation of the Services made in accordance with Condition 2.1 and 2.2 has affected or may affect the costs incurred by the Supplier in providing the Services, the Supplier will notify the Purchaser in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Purchaser, who shall take all of the facts into account (including such information as may be provided by the Supplier in respect of the effect which such variation has had or may have on the costs incurred by the Supplier in providing the service) and may authorise such alteration to the sums to be paid to the Supplier in accordance with the provisions of the Contract as are, in the Purchaser’s opinion, appropriate and reasonable in the circumstances.

#### 3. INSPECTION OF PREMISES AND NATURE OF SERVICES

3.1 The Supplier is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Services to be carried out and is deemed to be satisfied in relation to all matters connected with the Services and Premises.

3.2 The Purchaser shall, at the request of the Supplier, grant such access as may be reasonable for this purpose.

#### 4. SECURITY AND ACCESS TO THE PURCHASER’S PREMISES

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

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

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

4.4 At the Purchaser's written request, the Supplier must provide a list of the names and addresses of all persons who may require admission to the Purchaser's premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Purchaser may reasonably request.

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

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

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

4.8 The Purchaser must provide advice and assistance acting reasonably to the Supplier to facilitate the Supplier's compliance with this Condition.

4.9 All decisions of the Purchaser under this Condition are final and conclusive.

4.10 Breach of this Condition 4 by the Supplier is a material breach for the purposes of condition 19.2 (Termination).

4.11 If cyber security requirements apply to this Contract:

4.11.1 then these are set out in a Schedule Part 2 (Cyber Security Requirements) to this Contract; and

4.11.2 in that case the Supplier shall comply with the provisions of Schedule Part 2 (Cyber Security Requirements) and this Condition 4.11 shall not apply where the Contract does not include a Schedule Part 2 (Cyber Security Requirements).

In this Condition 4,

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

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

- ♣ its employees and workers (including persons employed by a third party but working for and under the control of the Supplier);
- ♣ its agents, suppliers and carriers; and
- ♣ any sub-contractors of the Supplier (whether approved under Condition 21 (Assignment and sub-contracting) or otherwise)

## 5. SUPPLIER'S STATUS

In carrying out the Services the Supplier shall be acting as principal and not as the agent of the Purchaser. Accordingly:

(a) the Supplier shall not (and shall procure that the Supplier's agents and servants do not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent of the Purchaser, and

(b) nothing in this Contract shall impose any liability on the Purchaser in respect of any liability incurred by the Supplier to any other person but this shall not be taken to exclude or limit any liability of the Purchaser to the Supplier that may arise by virtue of either a breach of this Contract or any negligence on the part of the Purchaser, or the Purchaser's staff or agents.

## 6. SUPPLIER'S PERSONNEL

6.1 The Supplier shall take the steps reasonably required by the Purchaser to prevent unauthorised persons being admitted to the Premises. If the Purchaser gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Purchaser the Supplier shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

6.2 If and when instructed by the Purchaser, the Supplier shall give to the Purchaser a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Purchaser may reasonably require.

6.3 The decision of the Purchaser shall be final and conclusive as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Supplier has furnished the information or taken the steps required of the Supplier by this Condition.

6.4 The Supplier shall bear the cost of any notice, instruction or decision of the Purchaser under this Condition.

## 7. MANNER OF CARRYING OUT THE SERVICES

7.1 The Supplier shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining the Purchaser's prior consent.

7.2 Access to the Premises shall not be exclusive to the Supplier but only such as shall enable the Supplier to carry out the Services concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Purchaser may reasonably require.

7.3 The Purchaser shall have the power at any time during the progress of the Services to order in writing: (a) the removal from the Premises of any materials which in the opinion of the Purchaser are either hazardous, noxious or not in accordance with the Contract, and/or (b) the substitution of proper and suitable materials, and/or (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefor of any work which, in respect of material or workmanship is not in the opinion of the Purchaser in accordance with the Contract.

7.4 The Supplier shall forthwith comply with any order made under Condition 7.3.

7.5 On completion of the Services the Supplier shall remove the Supplier's plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

## 8. HEALTH AND SAFETY

The Supplier shall perform the Services in such a manner as to be safe and without risk to the health or safety of persons in the vicinity of the place where the Services are being performed (whether such persons are in the vicinity of the said place at the time when the Services are being performed or otherwise) and in such a manner as to comply with any relevant health and safety or other legislation (including Statutory Instrument, Orders, or Regulations made under the said legislation) and any requirements imposed by a local or other regulatory authority in connection with the performance of services of the type supplied to the Purchaser, whether specifically or generally. The Supplier shall indemnify the Purchaser and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.

## 9. TIME OF PERFORMANCE

The Supplier shall begin performing the Services on the date stated in the Purchase Order and shall complete the Services by the date stated in the Purchase Order or continue to perform them for the period stated in the Purchase Order (whichever is applicable). Time is of the essence of the Contract. The Purchaser may by written notice require the Supplier to execute the Services in such order as the Purchaser may decide. In the absence of such notice the Supplier shall submit such detailed programmes of work and progress reports as the Purchaser may from time to time require.

## 10. PAYMENT

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

10.1.2 In this Condition 10, 'invoice' includes an electronic invoice meeting all requirements set out in regulation 70A of the Public Contracts (Scotland) Regulations 2015 or regulation 44A of the Concession Contracts (Scotland) Regulations 2016.

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

10.3 Notwithstanding Condition 21 (Assignment and sub-contracting) of this Contract the Supplier may assign to another person (an “assignee”) the right to receive payment of the Price or any part thereof due to the Supplier under this Contract subject to (i) deduction of sums in respect of which the Purchaser exercises the right of recovery under Condition 20 (Recovery of sums due) of this Contract and (ii) all the related rights of the Purchaser under this Contract in relation to the recovery of sums due but unpaid. The Supplier shall notify or procure that any assignee notifies the Purchaser of any variations to the arrangements for payment of the Price or for handling invoices, in each case in good time to enable the Purchaser to redirect payments or invoices accordingly. In the absence of such notification the Purchaser shall be under no obligation to vary the arrangements for payment of the Price or for handling invoices.

#### 11. FREE-ISSUE MATERIALS

Where the Purchaser for the purpose of the Contract issues materials free of charge to the Supplier such materials shall be and remain the property of the Purchaser. The Supplier shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Supplier shall notify the Purchaser of any surplus materials remaining after completion of the Services and shall dispose of them as the Purchaser may direct. Waste of such materials arising from bad workmanship or negligence of the Supplier or any of the Supplier’s servants, agents or sub-contractors shall be made good at the Supplier’s expense. Without prejudice to any other of the rights of the Purchaser, the Supplier shall deliver up such materials whether processed or not to the Purchaser on demand.

#### 12. AUDIT

12.1 The Supplier shall keep and maintain until 5 years after the Contract has been completed records to the satisfaction of the Purchaser of all expenditures which are reimbursable by the Purchaser and of the hours worked and costs incurred in connection with any employees of the Supplier paid for by the Purchaser on a time charge basis. The Supplier shall on request afford the Purchaser or the Purchaser’s representatives such access to those records as may be required by the Purchaser in connection with the Contract.

12.2 The provisions of this Condition 12 shall apply during the continuance of this Contract and after its termination howsoever arising.

#### 13. CORRUPT GIFTS OR PAYMENTS

The Supplier shall not offer or give, or agree to give, to any employee or representative of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Purchaser or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract. The attention of the Supplier is drawn to the criminal offences created by the Bribery Act 2010.

#### 14. INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in any material including but not limited to reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs which are created or developed by the Supplier on behalf of the Purchaser for use, or

intended use, in relation to the performance by the Supplier of its obligations under the Contract are hereby assigned to and shall vest in the Crown absolutely.

14.2 Except as may expressly be provided for in the Contract, neither party acquires any interest in or license to use the other party's Intellectual Property Rights owned or developed prior to or independently of the Contract.

14.3 The Supplier must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under the Contract. The Supplier shall indemnify the Purchaser against all actions, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 14.3.

14.4 The provisions of this Condition 14 shall apply during the continuance of this Contract and after its termination howsoever arising.

## 15. INDEMNITY AND INSURANCE

15.1 Without prejudice to any rights or remedies of the Purchaser the Supplier shall indemnify the Purchaser and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser or the Crown may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any negligent or wrongful act or omission of the Supplier.

15.2 The Purchaser shall indemnify the Supplier in respect of all claims, proceedings, actions, damages, fines, costs, expenses or other liabilities which may arise out of, or in consequence of, a breach of the Data Protection Laws where the breach is the direct result of the Supplier acting in accordance with the Purchaser's specific written instructions. This indemnity provision shall not apply if the Supplier- (a) acts on the Purchaser's specific written instructions but fails to notify the Purchaser in accordance with Condition 28.12(c) of this Contract; (b) fails to comply with any other obligation under the Contract.

15.3 Except in the case of loss, damage or personal injury (including death) suffered by an employee of the Supplier (in respect of which the indemnity in Condition 15.1 shall apply whether or not the loss, damage or personal injury was caused by the negligent or wilful act or omission of the Purchaser, the Crown or any servant or agent of the Crown) the indemnity contained in Condition 15.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Purchaser, the Crown or any servant or agent of the Crown.

15.4 The Supplier shall have in force and shall require any sub-Contractor to have in force:

(a) employer's liability insurance in accordance with any legal requirements for the time being in force, and

(b) public liability insurance for such sum and range of cover as the Supplier deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £1 million for any one incident and unlimited in total, unless otherwise agreed by the Purchaser in writing.

15.5 The policy or policies of insurance referred to in Condition 15.4 shall be shown to the Purchaser whenever the Purchaser requests, together with satisfactory evidence of payment of premiums, including the latest premium due thereunder.

## 16. DISCRIMINATION

The Supplier must not unlawfully discriminate against any person within the meaning of the Equality Act 2010 in its activities relating to the Contract or any other contract with the Purchaser.

## 17. BLACKLISTING

The Supplier must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities. Breach of this Condition is a material default which shall entitle the Purchaser to terminate the Contract

## 18. OFFICIAL SECRETS ACT, CONFIDENTIALITY, AND ACCESS TO GOVERNMENT INFORMATION

18.1 The Supplier undertakes to abide and procure that the Supplier's employees abide by the provisions of the Official Secrets Acts 1911 to 1989.

18.2 The Supplier shall keep secret and not disclose and shall procure that the Supplier's employees keep secret and do not disclose any information of a confidential nature obtained by the Supplier by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.

18.3 All information related to the Contract will be treated as commercial in confidence by the parties except that: (a) The Supplier may disclose any information as required by law or judicial order to be disclosed (b) The Purchaser may disclose any information as required by law or judicial order to be disclosed. Further, the Purchaser may disclose all information obtained by the Purchaser by virtue of the Contract 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 Purchaser shall if the Purchaser sees fit disclose such information but is unable to impose any restrictions upon the information that the Purchaser provides to Members of the Scottish Parliament, (MSPs) or Members of the United Kingdom Parliament (MPs). Such disclosure shall not be treated as a breach of this Contract.

18.4 The provisions of this Condition 18 shall apply during the continuance of this Contract and after its termination howsoever arising.

18.5 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOISA, the content of the Contract is not confidential information and the Supplier hereby gives its consent for the Purchaser to publish the Contract in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOISA redacted) including any changes to the Contract agreed from time to time

## 19. TERMINATION

19.1 The Supplier shall notify the Purchaser in writing immediately upon the occurrence of any of the following events: (a) where the Supplier is an individual and if a petition is presented for the Supplier's bankruptcy or the sequestration of the Supplier's estate or a criminal bankruptcy order is made against the Supplier, or the Supplier is apparently insolvent, or makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage the Supplier's affairs; or (b) where the Supplier is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of the firm or any partner in

the firm or any of those persons or a petition is presented for the Supplier to be wound up as an unregistered company; or (c) where the Supplier is a company, if the company passes a resolution for winding-up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

19.2 On the occurrence of any of the events described in Condition 19.1 or, if the Supplier shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 30 days of being required by the Purchaser in writing to do so or, where the Supplier is an individual if the Supplier shall die or be adjudged incapable of managing his or her affairs within the meaning of the Adults with Incapacity (Scotland) Act 2000 or the Mental Health (Care and Treatment) (Scotland) Act 2003, the Purchaser shall be entitled to terminate this Contract by notice to the Supplier with immediate effect. Thereupon, without prejudice to any other of the Purchaser's rights, the Purchaser may complete the Services or have them completed by a third party, using for that purpose (making a fair and proper allowance therefor in any payment subsequently made to the Supplier) all materials, plant and equipment on the Premises belonging to the Supplier, and the Purchaser shall not be liable to make any further payment to the Supplier until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Supplier the costs thereof incurred by the Purchaser (including the Purchaser's own costs). If the total cost to the Purchaser exceeds the amount (if any) due to the Supplier, the difference shall be recoverable by the Purchaser from the Supplier.

19.3 The Purchaser may terminate the Contract in the event that:

- (a) the Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) (modification of contracts during their term) of the Public Contracts (Scotland) Regulations 2015; or
- (b) the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of the Public Contracts (Scotland) Regulations 2015, including as a result of the application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure.

19.4 The Purchaser may also terminate the Contract in the event of a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social and employment law.

19.5 In addition to the Purchaser's rights of termination under Condition 19.2, 19.3 and 19.4, the Purchaser shall be entitled to terminate this Contract by giving to the Supplier not less than 30 days notice to that effect.

19.6 Termination under Condition 19.2, 19.3, 19.4 or 19.5 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Purchaser and shall not affect the continued operation of Conditions 12(Audit), 14 (Intellectual Property Rights), 18 (Official Secrets Acts, etc.), 27 (TUPE) and 28 (Data Protection).

## 20. RECOVERY OF SUMS DUE

Wherever under this Contract any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the



Supplier under this Contract or under any other agreement or contract with the Purchaser or with any department, agency or authority of the Crown.

## 21. ASSIGNATION AND SUB-CONTRACTING

21.1 The Supplier shall not assign or sub-contract any portion of the Contract without the prior written consent of the Purchaser. Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract or these Conditions.

21.2 Where the Purchaser has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Supplier to the Purchaser immediately it is issued.

21.3 Where the Supplier enters into a sub-contract must ensure that a provision is included which:

21.3.1 requires payment to be made of all sums due by the Supplier to the subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice as defined by the sub-contract requirements and provides that, where the Purchaser has made payment to the Supplier in respect of Services and the sub-contractor's invoice relates to such Services then, to that extent, the invoice must be treated as valid and, provided the Supplier is not exercising a right of retention or set-off in respect of a breach of contract by the sub-contractor or in respect of a sum otherwise due by the sub-contractor to the Supplier, payment must be made to the sub-contractor without deduction;

21.3.2 notifies the sub-contractor that the sub-contract forms part of a larger contract for the benefit of the Purchaser and that should the sub-contractor have any difficulty in securing the timely payment of an invoice, that matter may be referred by the sub-contractor to the Purchaser; and

21.3.3 in the same terms as that set out in this Condition 21.3 (including for the avoidance of doubt this Condition 21.3.3) subject only to modification to refer to the correct designation of the equivalent party as the Supplier and subcontractor as the case may be.

21.4 The Supplier shall also include in every sub-contract:

21.4.1 a right for the Supplier to terminate that sub-contract if the relevant subcontractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or employment law or if any of the termination events (involving substantial modification of the Contract or contract award despite the existence of exclusion grounds) specified in Condition 19.3 occur; and

21.4.2 a requirement that the sub-contractor includes a provision having the same effect as 21.4.1 above in any sub-contract which it awards.

In this Condition 21.4, 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Purchaser in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

## 22. NOTICES

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, telemessage facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Purchase

Order, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

### 23. COMPLIANCE WITH THE LAW ETC.

In providing the Services and otherwise when performing the Contract, the Supplier must comply in all respects with:

23.1 all applicable law;

23.2 any applicable requirements of regulatory bodies; and

23.3 Good Industry Practice.

### 24. DISPUTE RESOLUTION

24.1 The parties must attempt in good faith to resolve any dispute between them arising out of or in connection with the Contract.

24.2 Any dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination which cannot be resolved in good faith, shall be determined by the appointment of a single arbitrator to be agreed between the parties, and failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either party. The seat of the arbitration shall be in Scotland. The language used in the arbitral proceedings shall be English.

24.3 Any arbitration under 24.2 is subject to the Arbitration (Scotland) Act 2010.

### 25. HEADINGS

The headings to Conditions shall not affect their interpretation.

### 26. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with Scottish law and the Supplier hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Purchaser to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

### 27. TUPE

27.1 The Supplier recognises that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall (a) transfer to the Supplier on the commencement of the Contract; (b) transfer to another supplier on the expiry of the Contract.

27.2 During the period of six months preceding the expiry of the Contract or after the Purchaser has given notice to terminate the Contract or the Supplier stops trading, and within 20 working days of being so requested by the Purchaser, the Supplier shall fully and accurately disclose to the Purchaser or to any person nominated by the Purchaser information relating to employees engaged in

providing the Services in relation to the Contract in particular, but not necessarily restricted to, the following:

(a) the total number of personnel whose employment with the Supplier is liable to be terminated at the expiry of this Contract but for any operation of law; and

(b) for each person, age and sex, details of their salary, date of commencement of continuous employment and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given); and

(c) information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and (d) details of pensions entitlements, if any.

27.3 The Supplier shall permit the Purchaser to use the information for the purposes of TUPE and of re-tendering, which shall include such disclosure to potential suppliers as the Purchaser considers appropriate in connection with any re-tendering. The Supplier will co-operate with the re-tendering of the contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

27.4 The Supplier agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision or disclosure of information permitted under this Condition.

27.5 In the event that the information provided by the Supplier in accordance with this Condition becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Supplier becoming aware that the information originally given was inaccurate, the Supplier shall notify the Purchaser of the inaccuracies and provide the amended information. The Supplier shall be liable for any increase in costs the Purchaser may incur as a result of the inaccurate or late production of data.

27.6 The provisions of this Condition 27 shall apply during the continuance of this Contract and after its termination howsoever arising.

## 28. DATA PROTECTION

28.1 The Supplier acknowledges that any Personal Data described in the scope of the Schedule Part 1 (Data Protection) may be Processed in connection with the Services under this Contract. For the purposes of any such Processing, Parties agree that the Supplier acts as the Data Processor and the Purchaser acts as the Data Controller.

28.2 Both Parties agree to negotiate in good faith any such amendments to this Contract that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this Condition 28 are without prejudice to any obligations and duties imposed directly on the Supplier under Data Protection Laws and the Supplier hereby agrees to comply with those obligations and duties.

28.3 The Supplier will, in conjunction with the Purchaser and in its own right and in respect of the Services, make all necessary preparations to ensure it will be compliant with Data Protection Laws.

28.4 The Supplier will provide the Purchaser with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.

28.5 The Supplier must:

28.5.1 process Personal Data only as necessary in accordance with obligations under the Contract and any written instructions given by the Purchaser (which may be specific or of a general nature), including with regard to transfers of Personal Data to a third country other than within the European Economic Area unless required to do so by European Union or domestic law or Regulatory Body to which the Supplier is subject; in which case the Supplier must, unless prohibited by that law, inform the Purchaser of that legal requirement before processing the Personal Data only to the extent, and in such manner as is necessary for the performance of the Supplier's obligations under this Contract or as is required by the law;

28.5.2 subject to Condition 28.5.1 only process or otherwise transfer any Personal Data in or to any third country other than within the European Economic Area with the Purchaser's prior written consent;

28.5.3 take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:

(a) are aware of and comply with the Supplier's duties under this Condition;

(b) are subject to appropriate confidentiality undertakings with the Supplier or the relevant Sub-contractor;

(c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Purchaser or as otherwise permitted by this Contract; and

(d) have undergone adequate training in the use, care, protection and handling of Personal Data.

28.5.4 implement appropriate technical and organisational measures in accordance with Article 32 of the UK GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.

28.6 The Supplier shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the Purchaser. In the case of general written authorisation, the Supplier must inform the Purchaser of any intended changes concerning the addition or replacement of any other sub-contractor and give the Purchaser an opportunity to object to such changes.

28.7 If the Supplier engages a sub-contractor for carrying out Processing activities on behalf of the Purchaser, the Supplier must ensure that same data protection obligations as set out in this Contract are imposed on the sub-contractor by way of a written and legally binding contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Supplier shall remain fully liable to the Purchaser for the performance of the sub-contractor's performance of the obligations.

28.8 The Supplier must provide to the Purchaser reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12- 23 of the UK GDPR.

28.9 The Supplier must notify the Purchaser if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract; or
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulatory order; and such notification must take place as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Purchaser from time to time.

28.10 Taking into account the nature of the Processing and the information available, the Supplier must assist the Purchaser in complying with the Purchaser's obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the UK GDPR. These obligations include:

- (a) ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
- (b) notifying a Personal Data breach to the Purchaser without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;
- (c) assisting the Purchaser with communication of a personal data breach to a Data Subject;
- (d) supporting the Purchaser with preparation of a data protection impact assessment;
- (e) supporting the Purchaser with regard to prior consultation of the Information Commissioner .

28.11 At the end of the provision of Services relating to processing the Supplier must, on written instruction of the Purchaser, delete or return to the Purchaser all Personal Data and delete existing copies unless European Union or domestic law requires storage of the Personal Data.

28.12 The Supplier must:

- (a) provide such information as is necessary to enable the Purchaser to satisfy itself of the Supplier's compliance with this Condition 28;
- (b) allow the Purchaser, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this Condition 28 and contribute as is reasonable to those audits and inspections;

(c) inform the Purchaser, if in its opinion, an instruction from the Purchaser infringes any obligation under the Data Protection Laws.

28.13 The Supplier must maintain written records of all Processing activities carried out in performance of the Services or otherwise on behalf of the Purchaser. Such records must contain the information set out in Article 30(2) of the GDPR and may be kept in electronic form,

28.14 If requested, the Supplier must make such records referred to in Condition 28.13 available to the Information Commissioner on request and co-operate with the Information Commissioner in the performance of its tasks.

28.15 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under Condition 28.14 with minimum disruption to the Supplier's day to day business.

SUPPLEMENTARY NOTICE LATE PAYMENT OF INVOICES Suppliers to the Scottish Government are requested to address complaints regarding late payment of invoices to, in the first instance, the addressee of the invoice and, in the second instance to the Director of Procurement, Area 3A South, Victoria Quay, Edinburgh EH6 6QQ. Telephone 0131-244-3878. This procedure is suggested as the best practical way of ensuring problems of late payment are resolved, and is not intended to interfere with Suppliers legal rights.

THIS NOTICE DOES NOT FORM PART OF THE CONDITIONS OF CONTRACT



Scottish Government  
Riaghaltas na h-Alba  
gov.scot

Contract For the Provision of  
Technical Architecture Partner

**FORM OF TENDER**

## SCHEDULE 5

### 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 of Requirements in accordance with the Schedules, at the prices entered in the Pricing Schedule and in accordance with the Scottish Government Terms and Conditions for Services.

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

- Instructions for Tenderers
- Specification of Requirements
- Technical Proposal
- Pricing Schedule
- Form Of Tender
- Terms and Conditions

\*I/We agree to abide by this tender from **12:00 noon on 11<sup>th</sup> July 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 Supplier as a sole supplier.

\*I/We understand that the service provision is expected to commence on **1<sup>st</sup> August 2022** and expire on **31<sup>st</sup> July 2023**. unless the Contract is terminated in accordance with the Terms and Conditions of this Contract.

Signature:

Name:

**(BLOCK CAPITALS)**

Designation:

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Nature of Firm

Address

Email Address

Telephone No

**INCLUDE AREA CODE**



Date

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