

T: 0141 242 5810

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

Our ref: CASE/631484

30 January 2023

INVITATION TO TENDER – ACCESSIBILITY REVIEW AND TRAINING

Dear Sir/Madam

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

This Invitation to Tender is comprised of the following documents:

1. **This ITT Covering Letter**
2. **Schedule 1 - Instructions to Tenderers**
3. **Schedule 2 - Specification**
4. **Schedule 3 - Evaluation Guide and Contract Award Criteria**
5. **Schedule 4 - Pricing Schedule**
6. **Schedule 5 - Form of Tender**
7. **Schedule 6 - SG Terms and Conditions for Services**

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, 13 February 2023**. 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 **Thursday, 09 February 2023**.

Yours faithfully

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

SCHEDULE 1 - INSTRUCTIONS TO TENDERERS

ACCESSIBILITY REVIEW AND TRAINING – CASE REF: 631484

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 13 February 2023**.
- 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 ICT Model Services Contract.

3. Instructions for Completion and Submission of Tender Documentation

- 3.1 Tenderers must submit their completed tenders via the Scottish Government's electronic tendering system, Public Contracts Scotland – Tender (PCS-T). The speed with which submissions are made is dependent on the size of the document and inclusion of graphics, logos, photographs etc should be omitted wherever possible. Large electronic files may take time to upload and tenderers should ensure that sufficient time is allowed for this to be done.
- 3.2 Scottish Ministers will exclude any evidence provided as responses to the technical evaluation questions that are hyperlinks to YouTube videos, or any other streaming websites, as they do not enable a record to be maintained given that the contents of a link can be changed or removed.
- 3.3 Full guidance on the submission process is provided within the System Guidance document within the attachments area for this ITT. No hard copies will be accepted.
- 3.4 Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS-T messaging function.
- 3.5 All responses to questions must be entered into the answer facility within the PCS-T system and failure to do so may invalidate the bid. Treat each question and response in isolation and answer each question in full. Tenderers should not assume evaluators will read more than one answer so do not cross-refer between answers. Supporting information should not be sent in isolation, but only in support of specific questions where requested.
- 3.6 Please note that on questions where the instructions are to provide responses in attached documents, the attachments should be headed with the question number and the question itself. Tenderers should note that when uploading attachments, only one attachment per question is allowed. If Tenderers wish to upload more than one file for a particular question then this can be achieved by uploading a zipped file containing all of the necessary files.
- 3.7 Tenderers should respond to questions on the basis that the Scottish Ministers has no prior knowledge of your organisation. Information and detail which forms part of the general company literature of promotional brochures etc will not form part of the evaluation process. General or irrelevant marketing material should NOT be included.
- 3.8 Please note for all responses to questions (particularly where longer responses are required) it is helpful if Tenderers use plain English and punctuate their answers where appropriate and use headings, section and/or bullet points. This will assist evaluators in finding the information necessary to enable them to score accurately.
- 3.9 The Scottish Ministers will not enter into detailed discussions with Tenderers in relation to its requirements at this stage. All questions regarding the content of this

ITT must be directed through the dedicated PCS-T messaging area by **9 February 2023 at 12:00**. No other form of communication will be accepted. Any technical queries related to the system should be directed to the BravoSolution helpdesk on 0800 368 4850 or at help@bravosolution.co.uk

- 3.10 If the Scottish Ministers consider any questions or requests for clarification to be of material significance, both the query and the response will be communicated to all Tenderers that have expressed interest in this ITT. The Scottish Ministers will take steps not to identify the source of the query. Tenderers should indicate if they do not want their question and response circulated. The Scottish Ministers reserves the right to circulate if not doing so would breach the principle of equal treatment.
- 3.11 Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS-T. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS-T contact. Tenderers must therefore keep their contact details on the PCS-T system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.
- 3.12 All submissions from Tenderers will remain sealed on the PCS-T system until after the deadline has passed. Please note that your response will not be submitted until you press the “submit response” button. You will then receive a confirmation email that your response has been received. The Scottish Ministers will not be able to see your response until the deadline date has passed.
- 3.13 We strongly advise that you submit your response well in advance of the deadline to allow sufficient time for uploading.
- 3.14 Tenderers are reminded that they can check and amend their submissions after they have been submitted and up until the deadline. In the event that a Tenderer submits their tender more than once, PCS-T will only accept the final version of the tender submission.
- 3.15 If you experience any technical difficulties, please seek advice through the BravoSolution helpdesk on 0800 368 4850 or at help@bravosolution.co.uk. The Scottish Ministers cannot assist you with technical matters and the Bravo Solution helpdesk cannot help you once the tender return deadline has passed.
- 3.16 Should you decline to tender, the Scottish Ministers would request that you provide a brief reason for doing so. This information will help us improve our tender processes in future. Any responses of this nature will be kept confidential.
- 3.17 All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the Scottish Ministers in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the Scottish Government to order disclosure.

- 3.18 Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restrictions upon the information that they provide to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 3.19 Accordingly, if you consider that any of the information included in your tender is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though, that even where you have indicated that information is commercially sensitive, Scottish Ministers may disclose this information where they see fit. Receipt by the Scottish Ministers of any material marked "confidential" or equivalent should not be taken to mean that the Scottish Ministers accept any duty of confidence by virtue of that marking.
- 3.20 The Scottish Ministers reserve the right to reject any tender which, in their opinion, does not comply with the Specification.

4. Right To Reject / Disqualify

- 4.1 The Scottish Ministers reserve the right to reject or disqualify a tenderer where:
- a) The tenderer fails to comply fully with the requirements of this Invitation to Tender; and/or
 - b) The response to the ITT is submitted late, is completed incorrectly or is incomplete; and/or
 - c) The tenderer fails to respond in satisfactory terms to a request by the Scottish Ministers to provide supplementary information or to provide clarity in relation to the tenderers' response to the ITT; and/or
 - d) The tenderer or any of its sub-contractors or consortium members is/are guilty of serious misrepresentation in relation to its tender and/or the tender process.

5. Tenderer Composition

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

6. Late Tenders

- 6.1 It is the responsibility of all Tenderers to ensure that their ITT response is submitted no later than the appointed date and time. Responses received after the deadline may

not be considered. Completed tenders may be submitted at any time before the closing date.

7. Relevant and Appropriate Responses

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

8. Requests for Clarification or Further Information

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

9. Misleading or Falsification of Documents

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

10. Freedom of Information

- 10.1 Nothing in this ITT shall preclude the Scottish Ministers from making public, under the Freedom of Information (Scotland) Act 2002 ("FOISA") and/or the Environmental Information (Scotland) Regulations 2004 ("EIRS") or otherwise, details of all matters relating to this ITT and responses thereto unless such details fall within an exemption under FOISA and/or EIRS as may be applicable at the discretion of the Scottish Ministers and the Scottish Ministers (at sole discretion) consider that such exemption shall apply, and (in respect of commercially sensitive information only) a Tenderer has advised the Scottish Ministers in writing that disclosure of specified information would or would be likely to substantially prejudice the commercial interests of any person (including but not limited to the Tenderer or the Scottish Ministers).
- 10.2 Tenderers should detail commercially sensitive information at Schedule 7.
- 10.3 Tenderers should also note that the receipt of any material or document marked "confidential" or equivalent by the Scottish Ministers should not be taken to mean that the Scottish Ministers accepts any duty of confidence by virtue of that marking.

11. Constitution of Contracts

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

12. Canvassing

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

13. Right to Cancel, Clarify or Vary the Process

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

14. Non-Conclusive

14.1 The ITT does not purport to be all-inclusive or to contain all of the information that a Tenderer, or any of its sub-contractors or any consortium member, may require. Tenderers must make their own independent assessment in relation to the subject matter of this ITT and all matters relevant thereto after making investigation and taking such professional advice as they deem necessary. In no circumstances shall the Authority or its advisors, consultants, employees or agent incur any liability or responsibility arising out of or in respect of the issue of this ITT.

15. No Representation or Warranty

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

16. Collusive Behaviour

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

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

16.1.2 Communicating to any party other than the Scottish Ministers the amount or approximate amount of its proposed tender or information which would enable

the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security); or

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

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

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

17. Conflict of Interest

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

18. Consortium Bids

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

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

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

18.3 In respect of tenders which include consortia or sub-contractors, it is the lead organisation who completes the tender. However, the Scottish Ministers reserve the

right to request further information in respect of the lead organisation and/or partnering organisations should it be deemed necessary for evaluation purposes.

19. No Inducement or Incentive

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

20. TUPE (Information Only)

- 20.1 TUPE - The Transfer of Undertakings (Protection of Employment) Regulations 2007 give effect to the EC Acquired Rights Directive 1977. The Scottish Ministers are not the employer and, therefore, are unable to comment on whether or not TUPE applies in this particular contract. Each tenderer must ensure that they comply in full with their responsibilities under TUPE.
- 20.2 Tenderers should note that TUPE may or may not apply to some or all of the personnel currently assigned to undertakings that are currently performing part or all of the duties described in the Specification of Requirements. Tenderers should, prior to submitting their tender, take their own specific legal advice to ascertain whether TUPE could be held to apply to such undertakings and, if so, how that would impact on their tender.
- 20.3 Tenderers must clearly state whether they have bid on the basis of TUPE applying. Tenderers should 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.

Annex A

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

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

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

This notice relates to the personal information we process about you as part of tender exercises conducted by Scottish Procurement. It explains what personal information we process about you when you submit a response in relation to a tender exercise, why we process it, and what we do with it. It also explains your rights under data protection laws. The Public Contracts Scotland Portal and PCS-Tender are provided by external suppliers. Details of the Privacy Policies for the Public Contracts Scotland Portal and PCS-Tender

can be found on the respective websites :

[Public Contracts Scotland](#)

[PCS Tender](#)

1. Your data

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

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

2. Legal basis of processing

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

3. Recipients

We will share your information with:

- Individuals involved in the procurement exercise or in the evaluation. This may include Scottish Government staff, individuals from other public sector bodies participating in the evaluation of bids, consultants or expert advisers involved in the tender exercise.

- Procurement team members to allow them to respond to your queries or to send you updates on procurement related matters.
- As your personal data will be stored on our IT infrastructure it may be shared with our data processors who provide electronic tendering systems, advertising portals, email, document management, surveys and storage services. Details of the Privacy Policies for the Public Contracts Scotland Portal and PCS-Tender can be found on the respective websites.

4. Retention

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

5. Your rights

You have the right:

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

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

[Your right to access personal information](#)

6. Contact

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

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

scottishprocurement@gov.scot

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

[Contact Data Protection Officer](#)

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 [Independent Review of Adult Social Care](#) (IRASC) stated that the NCS should address gaps in national provision for social care, social work and community health services in relation to workforce planning and development, data and research, IT and, as appropriate, national and regional service planning. The NCS will also support the continued integration of health and social care services by succeeding the Integrated Joint Boards and being accountable for the delivery of community health services.

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. People who need and deliver social care support are a diverse group with a wide variety of accessibility support needs that are essential to meet if they are to engage in co-design and to ensure that digital services and products developed as part of the NCS are accessible, inclusive and usable by everyone.

Further information on the aims and development of the [National Care Service](#) is available on gov.scot.

In order to involve people with lived experience in the development of the NCS, Scottish Ministers have made a clear, public commitment to [co-design](#) the NCS and its related services with people with lived experience of receiving and delivering health and care services. The National Care Service will be there for everyone, so it is important that the co-design process is accessible and inclusive, and that we have representation from a diverse range of people with different experiences. As we build the NCS, we will listen to the voices of the real experts. They need to help us scale up good practice and identify where things need to be done differently. Designing the framework in collaboration with people ensures it will fit the needs of our unique communities, take account of geographical differences, and consider the needs of people who face additional barriers to engaging with the Scottish Government.

The provision of co-design and design support across the programme is coordinated through the Office of the Chief Designer.

The Office of the Chief Designer has been established to provide guidance, training, assurance, as well as direct support in relation to person centred design activities across the Scottish Government. This includes supporting the establishment and activities within the National Care Service Programme as well as working across a range of projects within a portfolio of Care and Wellbeing programmes. Co-design is at the heart of how the Office of the Chief Designer approaches work across all of the programmes it supports. Co-design is where people with lived or living experience, and those who

deliver services (whether paid or unpaid), work with Scottish Government and other organisations who will be involved in redesigning services, to design and continuously improve the services they receive or deliver.

2. Requirements

1. The Office of the Chief Designer and the National Care Service (NCS) programme is developing a strategic approach to best practice in accessibility for our co-design processes and practices and for programme workstreams developing digital products and services. We are piloting this work within the National Care Service programme for roll out more widely in the DG Health and Social Care in 2023/34.
2. The Supplier is required to address the following Work Packages (WP):

Work Package (WP)	Title
WP1	Enhancing Organisational Knowledge of Digital Accessibility and Inclusion
WP2	Accessible and Inclusive Digital Publishing
WP3	Engaging People in Co-Design
WP4	Usability Testing of Digital Products and Services

WP1: Enhancing Organisational Knowledge of Accessibility

The supplier will undertake a comprehensive review of current standards, trends and best practice in the following three contexts:

1. accessibility in the design of digital products and services
2. the participation of people with accessibility needs in co-design of services and policies (excluding usability testing which is covered in WP4 below)
3. accessible digital publishing

This should include:

1. current accessibility definitions
2. all legal requirements and standards
3. industry standards and current trends for meeting digital accessibility needs
4. current trends in assistive technology

The Supplier will provide a set of evidenced options and recommendations for how the programme can ensure best practice is adopted in all three contexts.

Options should include:

1. evidence base
2. summary of advantages and disadvantages and
3. indicative costs.

The programme team will provide guidance and input on 2 and 3.

The Supplier will also provide a training programme (minimum of 6 hours online training with guided self-study and recommended reading) and all associated training materials to

introduce to and upskill up to 40 staff from a variety of backgrounds (policy, delivery, data and digital, design) in accessibility best practice for all three contexts identified above.

A minimum of 6 staff in the programme should also receive 'training the trainer' coaching to enable the programme team to provide the training internally in the future.

WP2: Accessible and Inclusive Digital Publishing

The supplier will provide evidenced advice on how programme and project teams across the DG Health and Social Care should make decisions on how and when to provide published materials in accessible and inclusive formats – for example (but not limited to) other languages, easy read, audio or British Sign Language. We require you to develop a publishing strategy that considers and covers:

1. legal obligations to accessible and inclusive formats
 2. best practice review based guidance on what accessible and inclusive formats we should routinely offer
 3. what types of materials, publications and products we should offer in accessible formats
 4. approach to auditing online and offline publications and channels for accessibility
- The strategy should enable the NCS Programme in the first instance to make quick and clear decisions – within its existing governance - surrounding publishing in accessible formats and make recommendations on developing an in-house skills and/or supplier route to delivering the strategy.

WP3: Engaging People in Co-Design

Co-designing public services requires a high level of engagement with a wide variety of people with lived experience of receiving and delivering social care support. Engagement may be in-person or online, 1-1 or in small groups. Engagement may be for the purposes of research (including collaborative sensemaking, usability testing of digital products and services, etc.), design development, or for agreeing on design decisions.

To enable us to engage as many people as possible, we want to make sure our approach is based on best practice and guidance on accessible and inclusive engagement of people online and in-person.

As a primary channel for engaging people with lived experience in co-design activities, the Office of the Chief Designer has set up a [Lived Experience Experts Panel](#). This is initially focused on matching people with co-design opportunities in the NCS Programme, with the intention of opening it up more widely across the DG Health and Social Care portfolio during 2023/24.

Anyone living in Scotland is able to register their interest in becoming involved in co-design work by becoming a member of the panel and registration is advertised via the Scottish Government website. This panel is administered by the Design Participation Team within the Office of the Chief Designer. The supplier will engage with this team to understand their operational processes and help determine accessibility requirements that panel members might have.

The supplier will then provide a summary of best practice and trends in, and a set of evidenced and costed options and recommendations for, the following areas:

1. operating a dedicated customer phone line
2. translation services
3. accessible video and audio conferencing / helpline provision

As we hold regular events for people with lived experience of social care we require the supplier to provide evidence based best practice guidance on ensuring people with visible and invisible accessibility and inclusion needs can attend and participate. This should cover:

1. pre-event communications and support
 2. venue choice
 3. venue and event adjustments
 4. assistive technologies and practices to maximise participation
 5. how we can meet stakeholders in venues and locations that work for them
- This work intersects with wider engagement work across the programme and the supplier will engage with the NCS Engagement team, and relevant policy leads to ensure any guidance developed can be consistently applied across the programme.

WP4: Usability Testing of Digital Products and Services

Given the range of people health and social care co-design programmes and projects outputs must deliver for, our approach to usability testing of digital products and services must be rooted in best practice in accessible and inclusive usability testing.

We require the supplier to **provide guidance, training and coaching to design, digital and data professionals on conducting accessible and inclusive usability testing** – especially for users of assistive technology.

Training must include (but is not limited to) developing knowledge and understanding of how to support and meet the needs of:

1. People who use screen readers, screen magnifiers or braille display
2. People who use Augmentative and Alternative Communication (AAC) devices and systems
3. People who use devices that support limited motor skills such as alternative input devices or speech input devices
4. People with cognitive impairments
5. People with auditory impairments
6. People with physical impairments
7. People whose first language is not English

Guidance and recommendations should cover usability tools and technologies, practices and methodologies.

3. Deliverables and Payment Schedule

The payment schedule for the project will be agreed during project initiation with the successful bidder. A proposed payment schedule attached to each work package is below. However, tenderers may propose alternative milestone payments. As this contract is split into four separate work packages, your proposed payment schedule should be split across the work packages, detailing what percentage of the overall total is for each package.

Work Package (WP)	Deliverables	Payments
WP1	Broken down as below.	50% upon successful completion of all deliverables, signed off

		and approved by Contract Manager. Full breakdown below.
WP1.1	<p>A full review report with options and recommendations on a strategic approach to adopting best accessibility practice in:</p> <ul style="list-style-type: none"> • The accessible design of digital products and services • the participation of people with accessibility needs in co-design of services and policies • accessible digital publishing 	10% of total contract fee
WP1.2	A best practice in accessibility training programme to be delivered online for up to 40 staff– to include the provision of all training materials for face to face and self-guided study options.	25% of total contract fee
WP1.3	Training the trainer group coaching for a minimum of 6 staff to enable them to provide all three training courses internally.	15% of total contract fee
WP2	Broken down below.	10% upon successful submission of all deliverables, signed off and accepted by Contract Manager
WP2.1	A report and recommendations on a digital publications strategy for the NCS programme	10% of total contract fee
WP3	Broken down below.	10% upon successful submission of all deliverables, signed off and accepted by Contract Manager
WP3.1	A best practice evidence based set of recommendations and guidance on engaging people in co-design online and in-person.	10% of total contract fee
WP4	Broken down below.	30% upon successful submission of all deliverables, signed off and accepted by Contract Manager. Full breakdown below.

WP4.1	A best practice evidence based set of recommendations and guidance on accessible and inclusive usability testing.	10% of total contract fee
WP4.2	A programme of training and coaching (min 8 hours) for a minimum of 6 design, digital and data professionals from the DG Health and Social Care to enable them to embed best practice in usability testing across the DG Health and Social Care in a consistent way.	20% of total contract fee

The supplier must be prepared to both work remotely, from Scottish Government offices as required.

4. Assurance processes

The successful supplier will be expected to work with the Office of the Chief Designer on all required assurance processes that arise from this work.

They will input into all preparatory activities for assurance processes including but not exclusively developing collateral in the appropriate formats, ensuring a clear evidence base for options and decisions developed and validated, ensuring, along with Scottish Government staff, that all governance processes are complied with to include a clear, auditable record of all decisions made as per the project thresholds and governance terms of reference.

5. Governance

The supplier may be required from time to time to attend various governance, advisory or engagement groups to provide update or input to activities. The supplier will provide expert input into options development and appraisal of solutions but will not be involved in the decision making process. All decisions will be taken by Scottish Government officials or recommendations for ministerial consideration as per the governance terms of reference for the National Care Service Programme and those for the wider portfolio of Health and Social Care programmes

6. Output Formats

All assets must be provided in a variety of common file formats and **NOT** through proprietary products used by the supplier.

7. Anticipated Procurement Timeline

Milestone	Date
Invitation to Tender publication	30 January 2023
Deadline for Bidder Questions	12pm, 9 February 2023

Milestone	Date
Deadline for Authority Answers	10 February 2023
Deadline for Tender Return	12pm, 13 February 2023
Evaluation	w/c 13 February 2023
Contract start and initiation meeting	Approx.. 23-27 February 2023

8. 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.

9. Budget

The budget available for this project is a total budget of £120,000, inclusive of VAT. However, we are looking for competitive bids for this work.

10. Contract Duration

The contract is anticipated to commence on **27 February 2023** and expire on **31 March 2023** or when requirements have been delivered to the satisfaction of Scottish Government.

11. 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

Annex

Standards

The following standards apply to this work:

Deliverables should be designed to be reusable in across the programme – and therefore should be written in Plain English, should not use proprietary formats, and all documents should be checked for accessibility. Where images or figures are used care should be paid to the use of ALT text, colour schemes should be accessible etc.

The Supplier must have a comprehensive understanding of the [Digital Scotland Service Standards](#) and ensure the all guidance, advice and training relating to digital products and services, publishing and usability testing aligns with the standards.

Essential skills required

Individuals commencing on the project should have extensive experience in one or more of the following:

1. User Centred Design
2. Usability Testing
3. Accessibility Testing
4. Accessible and inclusive participation in online engagements
5. Accessible and inclusive participation in face to face, phone and paper based engagements with people with accessibility and incision needs

The Supplier will provide suitable replacement resources to cover absence through holidays and sickness etc. Replacement resources must meet the same standards as those resources that they replace.

Prior to any resource commencing on the project the Scottish Government will require to see the CV of individual and agree their skills and knowledge are suitable.

SCHEDULE 3 - EVALUATION GUIDE AND AWARD CRITERIA

ACCESSIBILITY REVIEW AND TRAINING – CASE REF: 631484

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) 70%
 - Price (Commercial) 30%

2. EVALUATION PROCESS

Evaluation of tenders will follow this process:

2.1. SPD (Selection Stage)

- 2.1.1. The purpose of the Selection Stage is to allow the Scottish Ministers to assess tenderers' suitability, capacity and capability to provide the Services required under the proposed Contract. Tenderers must submit responses to each question contained in the SPD (Qualification Envelope in PCS-T). In assessing responses to the SPD, a '**Pass/Fail**' score will be awarded to each question.
- 2.1.2. Only tenders that achieve a '**Pass**' for all questions in the SPD will proceed to the Quality and Price Analysis.
- 2.1.3. Where the tenderer proposes to use sub-contractors or a supply chain, they must ensure they respond to question 4C.4 in the Qualification Envelope. Tenderer responses to this question will be assessed in accordance with the methodology outlined below:

SCORE	DESCRIPTION
Pass	<p>The tenderer's statement includes:</p> <ol style="list-style-type: none">1. Confirmation that they have (or have access to) the relevant supply chain management and tracking systems to ensure a resilient and sustainable supply chain.2. Confirmation that they have systems in place to pay sub-contractors through the supply chain promptly and effectively.3. Confirmation that they can provide evidence when requested of:<ol style="list-style-type: none">3.1. their standard payment terms3.2. >95% of all supply invoices being paid on time (in accordance with the contract) <p>If the tenderer is unable to confirm they can provide evidence of 3.2 above, they should include an improvement plan as part of their response, signed by their Director, which improves the payment performance.</p>
Fail	<p>The tenderer's response does not include the information outlined in points 1-3 above or they have not included an improvement plan, signed by their Director, which improves the payment performance.</p>

2.1.4. Further information on Prompt Payment in the Supply Chain and examples of suitable evidence and an improvement plan can be found at [Prompt Payment in the Supply Chain | Procurement Journey](#).

2.1.5. Where the tenderer does not propose to use any sub-contractors or a supply chain, they should enter “Not applicable” in the question 4C.4 text box in the Qualification Envelope.

2.2. Payment of the real Living Wage and Supply Chain Management

2.2.1. Within the Technical Envelope in PCS-Tender, tenderers will be asked to confirm that all staff involved in the delivery of services under the contract will be paid at least the real Living Wage.

2.2.2. **Any tenderer who fails to answer “Yes” to this question will not be subject to further evaluation.**

2.2.3. Tenderers will also be asked to confirm that where they propose to use a supply chain in the delivery of the services they will include the [standard clause](#) in all contracts used in the delivery of the requirements, ensuring payment of sub-contractors at all stages of the supply chain within 30 days and include a point of contact for sub-contractors to refer to in the case of payment difficulties.

2.2.4. **Any tenderer who fails to answer “Yes” or N/A to this question will not be subject to further evaluation.**

2.3. Quality Analysis

2.3.1. Tender responses to the Technical Award criteria questions, as outlined in Appendix A, will be used to perform the Quality Analysis.

2.3.2. 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.

2.3.3. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.

2.3.4. 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.
Evaluators can award a score of 0, 1, 2, 3 or 4.		

2.3.5. 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.

2.3.6. 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.

2.3.7. Scores will be rounded to 2 decimal places

2.3.8. 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.

2.4. Price Analysis

2.4.1. 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.

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

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

2.4.3. Scores will be rounded to 2 decimal places

2.5. Combined Score

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

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

2.5.3. Scores will be rounded to 2 decimal places.

2.5.4. 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.

2.5.5. 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

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

Appendix A – Technical Award Criteria

TECHNICAL AWARD CRITERIA		Section Weighting	Question Weighting
SECTION 1: METHODOLOGY		30%	
Q1.1	<p>The tenderer must clearly explain the proposed approach to delivering the work packages as outlined in the specification and outline the suitability, robustness and limitations of the proposed approach.</p> <p>This should include your ability to work flexibly and meet the timescales outlined in the specification.</p> <p>QUESTION WORD LIMIT: Your answer to this question must not exceed 800 words in total. Anything above the word count will not be evaluated.</p>		100%
Question 1.1 Response:			
SECTION 2: STAFFING AND CAPABILITY		55%	
Q2.1	<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. This should include contingency arrangements for planned and unplanned staff leave, and how the contract can be sufficiently resourced throughout.</p> <p>This should include a CV detailing the experience, qualifications, competency and specialist skills these individuals possess to carry out the specified role.</p> <p>QUESTION WORD LIMIT: Your answer to this question must not exceed 800 words in total (not including CV). Anything above the word count will not be evaluated.</p>		30%

Question 2.1 Response:			
Q2.2	<p>The tenderer must demonstrate their capability to deliver the work packages, as set out in the specification. Specifically, evidence should be offered relating to previous work against each of the four work packages:</p> <ul style="list-style-type: none"> • Enhancing organisational knowledge of accessibility • Accessible and inclusive digital publishing • Engaging people in co-design • Usability testing of digital products and services <p>Evidence must be offered with a particular focus on experience of working with teams to support participatory design activity, and how this experience is relevant to the proposed contract.</p> <p>Please indicate if these were led by proposed team members and highlight their relevance to the commission requirements.</p> <p>QUESTION WORD LIMIT: Your answer to this question must not exceed 300 words for each bullet point above, plus 300 for top and tail – 1500 words in total. Anything above the word count will not be evaluated.</p>		70%
Question 2.2 Response:			
SECTION 3: DELIVERING THE SERVICE		10%	

Q3.1	<p>The tenderer must provide a timetable for delivery of each of the key tasks split into the four work packages. The timetable should highlight outputs and project milestones as well as allocation of staff and staff time against each task. This should include identification of any potential risks to project delivery.</p> <p>QUESTION WORD LIMIT: Your answer to this question must not exceed 800 words in total. Anything above the word count will not be evaluated.</p>		50%
Question 3.1 Response:			
Q3.2	<p>Describe how you have worked with teams delivering complex programmes before, with particular focus on any experience of working with policy professionals for whom accessible co-design is a new approach. Explain how you've overcome the challenges that can present in that environment and how any learning will be applied to this requirement.</p> <p>QUESTION WORD LIMIT: Your answer to this question must not exceed 800 words in total. Anything above the word count will not be evaluated.</p>		50%
Question 3.2 Response:			
SECTION 4. FAIR WORK PRACTICES		5%	
Q4.1	<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>		100%

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

	<p><i>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.</i></p> <p>QUESTION WORD LIMIT: Your answer to this question must not exceed 800 words in total. Anything above the word count will not be evaluated.</p>		
<p>Question 4.1 Response:</p>			
<p>SECTION 5. CLIMATE EMERGENCY</p>		<p>NON-SCORING</p>	

Q5.1	<p>NON-SCORING QUESTION FOR INFORMATION ONLY</p> <p>The Climate Change (Emissions Reduction Targets) (Scotland) Act 2019, which amends the Climate Change (Scotland) Act 2009, sets targets to reduce Scotland's emissions of all greenhouse gases to net-zero by 2045 at the latest, with interim targets for reductions of at least 56% by 2020, 75% by 2030, 90% by 2040.</p> <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 circular economy and supporting our Carbon Management Plan.</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>Responses should also address the approach taken to ensure efficiency of logistics operations, the management of waste and energy efficiency in delivering the service.</p>		0%
Question 5.1 Response:			

SECTION 6. COMMUNITY BENEFITS		NON-SCORING	
Q6.1	<p>NON-SCORING QUESTION FOR INFORMATION ONLY</p> <p>The Scottish Government is committed to contributing to the social, economic & environmental well-being of the people of Scotland. The Government has five objectives that underpin its core purpose - to create a more successful country, with opportunities for all of Scotland to flourish, through increasing sustainable economic growth. Accordingly, while the following community benefit objectives will not be evaluated as part of the tender process, Service Providers are required to present a community benefit proposal with their tender detailing how, in the event that they should be successful in winning the contract, they will address the following Community Benefit themes:</p> <ul style="list-style-type: none"> • targeted recruitment and training for “disadvantaged” persons unemployed for over 6 months; • work placement opportunities for 14- 16 year olds; • graduate placements. <p>If successful the winning bidder(s) will discuss the content of their Community Benefit proposal and agree a plan for the delivery of the agreed community benefits which will become a condition of the contract.</p>		0%
Question 6.1 Response:			
SECTION 7. BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)		NON-SCORING	

Q7.1	<p>NON-SCORING QUESTION FOR INFORMATION ONLY</p> <p>Please describe any Business Contingency and Disaster Recovery (BCDR) Plans you will put in place to ensure delivery of Services/Goods during the COVID-19 pandemic, these maybe but not limited to:</p> <ul style="list-style-type: none"> • Supply Chain • Resources (Staff) • Deliveries • Use of IT • IT failure • Backups (on/off site servers) <p>Plans must also cover any mitigation actions you will put in place to ensure delivery. Please see table below:</p> <table border="1" data-bbox="320 943 1082 1198"> <thead> <tr> <th data-bbox="320 943 475 1198">Threat</th> <th data-bbox="475 943 630 1198">H/M/L Risk</th> <th data-bbox="630 943 785 1198">H/M/L Impact</th> <th data-bbox="785 943 940 1198">Mitigation / Actions including timescales</th> <th data-bbox="940 943 1082 1198">Responsible Owner</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Threat	H/M/L Risk	H/M/L Impact	Mitigation / Actions including timescales	Responsible Owner							0%
Threat	H/M/L Risk	H/M/L Impact	Mitigation / Actions including timescales	Responsible Owner									
Question 7.1 Response:													

ADDITIONAL QUESTIONS

(A) PAYMENT OF THE REAL LIVING WAGE

- a) Tenderers are asked to confirm that they will pay staff that are involved in the delivery of services under the 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.

(B) SUPPLY CHAIN MANAGEMENT

Tenderers are asked to confirm that they will include the [standard clause](#) in all contracts used in the delivery of the requirements, ensuring payment of sub-contractors at all stages of the supply chain within 30 days and include a point of contact for sub-contractors to refer to in the case of payment difficulties. This will require you to actively monitor payment performance and provide evidence and reports to the contracting authority on a regular basis.

If you do not intend to use any sub-contractors, please answer N/A below.

YES
NO
N/A

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

ADDITIONAL QUESTIONS FOR INFORMATION PURPOSES ONLY

The following questions require a Yes/No answer and are used for statistical purposes only:

1. SCOTTISH BUSINESS PLEDGE

The Scottish Business Pledge is a Government initiative which aims for a fairer Scotland through more equality, opportunity and innovation in business. Information on this can be found at the following link:

<https://scottishbusinesspledge.scot/>

- a) Tenderers are asked to confirm if they have signed up to the Scottish Business Pledge.

YES
NO

2. 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 if they are accredited as a Living Wage Employer.

YES

NO

SCHEDULE 4 - 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 shall receive payment on completion of the services as follows:

Work Package	Percentage Fee
Work Package 1 (WP1) ((upon satisfactory completion by Consumer Scotland)	50%
Work Package 2 (WP2) (upon satisfactory completion by Consumer Scotland)	10%
Work Package 3 (WP3) (upon satisfactory completion by Consumer Scotland)	10%
Work Package 4 (WP4) (upon satisfactory completion by Consumer Scotland)	30%

Payment shall 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 (30%). 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 and overheads (including travel and subsistence).

Task	Price	Breakdown
Work Package 1 (WP1) as outlined in the Specification	£	
Work Package 2 (WP2) as outlined in the Specification	£	
Work Package 3 (WP3) as outlined in the Specification		
Work Package 4 (WP4) as outlined in the Specification	£	
Any other costs	£	
TOTAL	£	

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 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:

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

*I/We agree to abide by this tender from **12:00 hours on 13 February 2023**, 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 27 February 2023 and end on unless the Contract is terminated or extended in accordance with the Terms and Conditions of this Contract.

Signature of
Representative:

Name:

**(BLOCK
CAPITALS)**

Designation/
Role/Job Title:

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer
(Organisation)

Nature of
Organisation**

Address

Telephone No

(Include Area Code)

E-mail

Date

(* Delete As Appropriate)

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

SCHEDULE 6

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.

2. 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 subcontracting) 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 subcontract 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, teletext, 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

This is the Schedule referred to in the foregoing Conditions of Contract for the Purchase of Services between Scottish Ministers and **[SUPPLIER NAME]**

**SCHEDULE
PART 1
DATA PROTECTION**

Data Processing provision as required by Article 28(3) UK GDPR.

This Schedule Part 1 includes certain details of the Processing of Personal Data in connection with the Services: *Subject matter and duration of the Processing of Personal Data*

The subject matter and duration of the Processing of Personal Data are [insert description here].

The nature and purpose of the Processing of Personal Data

[Include description here]

The type of Personal Data to be Processed

[Include list of data types here]

The categories of Data Subject to whom Personal Data relates

[Include categories of data subjects here]

The obligations and rights of the Purchaser

The obligations and rights of the Purchaser as the Data Controller are set out in Condition 28 of the Contract.



Scottish Government
Riaghaltas na h-Alba
gov.scot

THE SCOTTISH GOVERNMENT

**Social Care and National Care Service Development
Directorate**

Invitation to Tender

**RESEARCH AND KNOWLEDGE EXCHANGE - SOCIAL
CARE ELIGIBILITY CRITERIA MODELS**



REDACTED

27th February 2023

INVITATION TO TENDER – RESEARCH AND KNOWLEDGE EXCHANGE - SOCIAL CARE ELIGIBILITY CRITERIA MODELS

Dear REDACTED

You are hereby invited by the Scottish Ministers to provide a proposal for the above requirement, in accordance with all parts contained in this Invitation to Tender:

This ITT Covering Letter
Schedule 1 Instructions to Tenderer
Schedule 2 Specification
Schedule 3 Evaluation Guidance
Schedule 4 Business Probity
Schedule 5 Proposal for Delivery
Schedule 6 Pricing Proposal
Schedule 7 SG Terms and Conditions
Schedule 8 Purchase Order and Invoicing Requirements
Schedule 9 Form of Tender

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

1. Your proposal must be in accordance with all parts contained in the Invitation to Tender (ITT). Instructions for the completion and submission of your proposal 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.
3. Please provide your proposal by no later than **17.00 on Monday 6th March 2023** through the Public Contracts Scotland (PCS) Quick Quote portal.
4. The Scottish Ministers are not bound to accept your proposal.
5. Please use the messaging function with PCS to submit any questions in relation to this Invitation to Tender. The deadline for questions is **12.00pm on Wednesday 1st March 2023** and all questions will be responded to by **12.00pm on Friday 3rd March 2023**

Yours faithfully

REDACTED
Delegated Purchasing Officer
Scottish Government

Schedule 1 - Instructions to Tenderer

1. You are hereby invited to provide a proposal for the above mentioned project.
2. All information supplied in connection with the Invitation to Tender (ITT) shall be treated as confidential by the tenderer except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the ITT.
3. 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 proposal or enter into any contractual agreement.
4. Nothing in this ITT shall preclude Scottish Ministers from making public, under the Freedom of Information (Scotland) Act 2002("FOISA") and/or the Environmental Information (Scotland) Regulations 2004 ("EIRS") or otherwise, details of all matters relating to this ITT and responses thereto unless such details fall within an exemption under FOISA and/or EIRS as may be applicable at the discretion of Scottish Ministers and Scottish Ministers (at its sole discretion) consider that such exemption shall apply, and (in respect of commercially sensitive information only) a Tenderer has advised Scottish Ministers in writing that disclosure of specified information would or would be likely to substantially prejudice the commercial interests of any person (including but not limited to the Tenderer or Scottish Ministers).
5. 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.
6. Details of the specific requirements are outlined in Schedule 2 to the ITT document.
7. Your proposal will be evaluated against Quality and Price as outlined in Schedules 5 and 6. The award criteria to be used is as follows:
 - Quality 80%
 - Price 20%
8. By providing us with a proposal you agree to be bound by Scottish Government's Terms and Conditions which are attached at (Schedule 7) of the ITT document and shall apply to any contract awarded.

Annex A

SOCIAL CARE AND NATIONAL CARE SERVICE DEVELOPMENT DIRECTORATE – Invitation to Tender (ITT) Privacy Notice

The Social Care and National Care Service Development Directorate is part of the Scottish Government and is responsible for providing the development of policy relating to the improvement of adult social care services and the development of the National Care Service.

In order to carry out its functions, **Social Care and National Care Service Development Directorate** 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 the **Social Care and National Care Service Development Directorate**. It explains what personal information we process about you when you submit a response in relation to a tender exercise, why we process it, and what we do with it. It also explains your rights under data protection laws.

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

1. Your data

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

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

2. Legal basis of processing

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

3. Recipients

We will share your information with:

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

4. Retention

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

5. Your rights

You have the right:

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

Further information on your rights can be found on the Scottish Government website at the attached link : [Your right to access personal information](#)

6. Contact

You can contact the Social Care and National Care Service Development Directorate at the following address:

REDACTED

Adult Social Care - Workforce
Scottish Government,
St Andrew's House,
Regent Road ,
Edinburgh,
EH1 3DG
E:**REDACTED**

Schedule 2 - Specification

RESEARCH AND KNOWLEDGE EXCHANGE – SOCIAL CARE ELIGIBILITY CRITERIA MODELS

INTRODUCTION/BACKGROUND

1. Following the Independent Review of Adult Social Care (IRASC) the Scottish Government and COSLA through their Joint Statement of Intent (March 2021) committed to the “... overhaul of the current mechanism of eligibility criteria to ensure an approach to adult social care support that is based on human rights and needs”.
2. Eligibility criteria are used by local authorities to determine whether an individual, assessed as needing adult social care support, requires a service to be put in place in order to meet those needs. They are a tool for managing financial resources because in the current adult social care system there needs to be a mechanism in place to manage demand against the available budget at local authority level. To meet their statutory duties, local authorities need to prioritise service delivery to those most at risk. As such, priority is usually given to individuals in the ‘Critical’ and ‘Substantial’ need categories. However, eligibility criteria are focused on deficits and not on outcomes, and do not put the human rights of the individual at the centre of decision making. Under the current system, adults often have to wait for their needs to increase to a high level before they can access social care, when what is often needed are lighter touch interventions earlier in their social care journey.
3. A programme of work is being put in place to develop a set of policy options in relation to eligibility criteria for consideration by Ministers in advance of the establishment of the National Care Service (NCS). This will include:
 - Commissioning research into alternative models of prioritisation;
 - Engagement with GIRFE pathfinders to test out ideas and thinking;
 - Co-design activity;
 - Engagement with stakeholders;
 - Working with analysts to develop a better understanding of unmet need; and
 - Working with finance colleagues to understand the cost implications of any policy changes.

SCOPE OF SERVICES/REQUIRED OUTPUTS

4. In line with the above, the purpose of this commission is:
 - I. To undertake research into existing relevant innovations in the field of adult social care eligibility criteria.
 - II. To scope and attend discussion events with supported people, carers and staff to inform the development of policy proposals in relation to adult social care eligibility criteria organised via NCS co-design panels.

KNOWLEDGE/EXPERIENCE

5. We require a specialist in research who has knowledge and expertise in the field of adult social care (including a specific understanding of eligibility criteria); and who has experience of working with and supporting stakeholders.

OUTCOMES AND KEY DELIVERABLES

6. We require the proposal to provide the following:
 - I. A report summarising existing relevant innovations in the field of adult social care eligibility criteria (prioritisation) where the range of innovation is from highly valued settings and where challenges have been identified. This will reference and include descriptions of different approaches to prioritisation and practice examples from across the UK (and beyond if identified).
 - II. Summaries of the findings from discussion events with supported people, carers and staff. These will include a record and analysis of issues raised by these stakeholder groups; and reflect any views expressed on alternative approaches to prioritisation.
7. Actual content, standards, projected timelines and final products will be discussed at the project initiation meeting to be held once the contract has been agreed. It is expected that the report specified in I. above will be provided by 31st July 2023; and the summaries described in II. will be provided by 31st July 2023 in alignment with work undertaken via GIRFE pathfinders and determined by National Care Service (NCS) co-design activity.

TIMESCALES

8. It is anticipated that the funding will support approximately 12 days of researcher time and the facilitation of knowledge exchange work with diverse stakeholders.
9. The contract is expected to commence on 13 March 2023 and expire on 31 July 2023. This may be extended for up to 3 months subject to the agreement of the Scottish Government contract manager.

PAYMENT

10. A budget of up to £10,000 (excluding VAT) is available for this work. Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred.

CONTRACT MANAGEMENT

11. The supplier should provide regular progress updates to the Scottish Government contract manager, **REDACTED**

DATA PROTECTION

12. The Service Provider will, in conjunction with the Scottish Government and in its own right, and in respect of the project, make all necessary preparations to ensure it will be compliant with Data Protection Laws. For full details, please refer to the accompanying Scottish Government Terms and Conditions, section 28, which can be found in Schedule 7 of this document.

Schedule 3 – Evaluation Guidance and Instructions

1. Evaluation of your tenders will follow this process: Your tender will be subject to the **Quality Analysis**
2. Your responses to the Technical Questions, as outlined in Schedule 5 will be used to perform the Quality Analysis.
3. A mark for each question between 0 and 4 will be awarded, 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.
Evaluators can award a score of 0, 1, 2, 3 or 4.		

4. Quality Scores will be awarded using the following methodology:
 - 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
 - Weighted Score. Sum of all Section Weighted Scores = Overall Quality Score for each Tenderer.
5. Price may be benchmarked against similar goods or services to ensure value for money.

Schedule 4 – Business Probity

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

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

Relating to Criminal Convictions

1. The common law offence of conspiracy; where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
2. a) Corruption; within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;
b) Bribery or Corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003, where the offence relates to active bribery or corruption
c) Bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;
3. Fraud where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities
 - a) the offence of cheating the Revenue
 - b) the common law offence of fraud
 - c) the common law offence of theft or fraud
 - d) fraudulent trading within the meaning of section 458 of the Companies Act 1985, or section 993 of the Companies Act 2006;
 - e) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - f) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - g) the common law offence of uttering; or
 - h) the common law offence of attempting to pervert the course of justice;
4. Terrorist offences or offences linked to terrorist activities; listed in section 41 of the Counter-Terrorism Act 2008; or Schedule 2 to that Act where the court has determined that there is a terrorist connection.
- 5a) Money laundering within the meaning of sections 340(11) and 415 of the

Proceeds of Crime Act 2002;

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

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

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

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

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

Relating to the Levels of Insurance Cover

Question	Answer
3	<p>The Bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated at Schedule 7 (Terms and Conditions SGTC2 Clause 15.4(b)),</p> <p><input checked="" type="checkbox"/> Yes, I already have this <input type="checkbox"/> No, but I commit to obtain it <input type="checkbox"/> No, and I cannot commit to obtain it <input type="checkbox"/> Not applicable – my business is exempt</p>
4	<p>Provide details of the coverage you refer to in Q1 (above) here:</p> <p>We have £5M Public Liability Insurance</p>

Schedule 5 - Proposal for Delivery

Please provide a proposal to demonstrate that your organisation can deliver this requirement.

SECTION 1. METHODOLOGY		80%	
Q1.	The tenderer must clearly explain their proposed approach to delivering the services and outline the suitability, robustness and limitations of the proposed methods. This should include your ability to work flexibly and meet the timescales outlined in the specification.		100%
SECTION 3. TIMETABLE AND DELIVERY		20%	
Q1.	The tenderer must provide a timetable for delivery of each of the key tasks. The timetable should highlight outputs and project milestones as well as allocation of researcher time against each task.		100%

Schedule 6 - Pricing Schedule

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

Person days	Activity	Total Cost
7	Information and data gathering, analysis and report writing	£7,000
3	Scoping and attendance at discussion events.	£3,000
Total Cost of Bid		£10,000

Schedule 7 – Terms and Conditions

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



Terms+and+conditi
ons+2+conditions+

Schedule 8 - Purchase Order options and Invoicing Requirements

Please confirm your preferred option.

1. Scottish Government (SG) uses PECOS as the Purchase-to-Pay (P2P) system. Further information can be accessed through the following link:
<http://www.gov.scot/Topics/Government/Procurement/eCommerce>
2. PECOS supports the following options for transmitting approved Purchase Orders (POs) to suppliers:
 - **cXML** - PECOS can issue a cXML PO directly to a supplier's back office system. This allows the PO to be automatically captured by the supplier's system, thereby removing the need to manually enter the PO and reducing potential errors. There is a one-off charge to configure cXML ordering from PECOS. The charge is £1415 + VAT per connection for cXML PO transmission. This is a one off cost for the supplier as once the connection is bought it can be used indefinitely with all PECOS customers. If an established live connection already exists then the one- off charge is not applicable.
 - **PDF Email** – PECOS will send the supplier an emailed PO to a predetermined address with a PDF attachment.
 - **Secure Email** – PO's be secure emails are used when sending personal information ie interim managers names, home addresses etc.. There is no cost for this set-up.
3. The Scottish Government can accept invoices through the following options:
 - Paper invoice to Accounts Payable, Victoria Quay, Edinburgh EH6 6QQ
 - Email with a PDF attachment invoice
4. To ensure compliance with the EU eInvoicing Direction – effective from April 2019, the Scottish Government is working with suppliers with a high volume of invoices annually to use an electronic format such as cXML or PDF for all invoices and credit notes. There are no costs to suppliers to issue and invoice or credit note via the Scottish Government's eInvoicing solution.
5. All invoices submitted – regardless of format – must be HMRC compliant and include the following data:
 - PO number
 - Product or service item number if used (invoice should reflect any item number used on the PO)
 - Line item detail – such as price, unit of measure and description
 - Invoice period
 - Supplier details include relevant tax information
 - Buyers details
 - Delivery details
 - Payment instructions
 - Allowance or charge information
 - Invoice totals
 - VAT breakdown (if applicable)

6. It is critical the invoice issued matches the information within the Purchasing System to ensure the data is correctly mapped to the invoice processing environment.

Schedule 9

FORM OF TENDER TO THE SCOTTISH GOVERNMENT

(*DELETE AS APPROPRIATE)

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

This ITT Covering Letter

Schedule 1	Instructions to Tenderer
Schedule 2	Specification
Schedule 3	Evaluation Guidance
Schedule 4	Business Probity
Schedule 5	Proposal for Delivery
Schedule 6	Pricing Proposal
Schedule 7	SG Terms and Conditions
Schedule 8	Purchase Order and Invoicing Requirements
Schedule 9	Form of Tender
Schedule 10	Data Protection (if required)

We agree to abide by this tender from the date of our proposal until the award of contract. We understand that the service provision is expected to commence on **13th March 2023** and end not later than **31st July 2023, with the option to extend for 3 months** unless the Contract is terminated in accordance with the Terms and Conditions of Contract of this Invitation to Tender (ITT) document.

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

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

Signature

Name: **(BLOCK CAPITALS)**

Designation

Duly authorised to sign for and on behalf of:

Name of Tenderer

Address

Telephone No **INCLUDE AREA CODE**

Date



THE SCOTTISH GOVERNMENT
SCOTTISH PROCUREMENT & PROPERTY DIRECTORATE

Invitation to Tender

**INTERNATIONAL RESEARCH ON SOCIAL CARE SYSTEMS AND
APPROACHES**

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

Our ref: CASE/TBC

11th January 2021

INVITATION TO TENDER – INTERNATIONAL RESEARCH ON SOCIAL CARE SYSTEMS AND APPROACHES

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:

This ITT Covering Letter

Schedule 1 - Instructions to Tenderers

Schedule 2 - Specification

Schedule 3 - Evaluation Guide and Contract Award Criteria

Schedule 4 - Pricing Schedule

Schedule 5 - Form of Tender

Schedule 6 - SG Terms and Conditions for Services

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.
3. The closing date and time for submission of tenders is **12:00 noon on 28th January 2021**. Tenders must be submitted through the Public Contracts Scotland system (PCS) via the Quick Quote portal.
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 to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is **12 noon on 14th January 2021.**

Yours Faithfully,

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

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

INVITATION TO TENDER - INTERNATIONAL RESEARCH ON SOCIAL CARE SYSTEMS AND APPROACHES

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SCHEDULE 1 - INSTRUCTIONS TO TENDERERS

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 EU Exit:- We reserve the right to treat any bid which is caveated by reference to the UK exiting the EU with or without a deal as non-compliant and, as with most procurement exercises, a bidder in submitting its price for evaluation does so in acceptance of all business risks and circumstances arising from time to time.
- 1.5 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.
- 1.6 The date and time for tender return is **12:00 noon, 28th January 2021**. Scottish Ministers will not enter into detailed discussions with Tenderers in relation to its requirements. All questions regarding the content of this ITT should be directed through the dedicated PCS Quick Quote messaging area by **12:00 noon 14th January**. No other form of communication will be accepted. All technical queries should be directed to [PCS on telephone number](tel:08002229003) 0800 222 9003 .
- 1.7 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.
- 1.8 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.
- 1.9 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 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.
- 2.2 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).

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

- **Quality (Technical) 80%**
- **Price (Commercial) 20%**

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

2.5 Any contract awarded as a result of this tendering exercise will be subject to the Scottish Government Terms and Conditions for Services.

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 (PCS) Quick Quote. 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 Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS messaging function.

3.3 All responses to questions must be entered into the answer facility within the PCS Quick Quote 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 messaging area by **12:00 noon on 14th January 2021**. No other form of communication will be accepted. Any technical queries related to the system should be directed to the Public Contracts Scotland helpdesk.

- 3.8 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.
- 3.9 Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS contact. Tenderers must therefore keep their contact details on the PCS system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.
- 3.10 All submissions from Tenderers will remain sealed on the PCS 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.
- 3.11 **We strongly advise that you submit your response well in advance of the deadline to allow sufficient time for uploading.**
- 3.12 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 will only accept the final version of the tender submission.
- 3.13 If you experience any technical difficulties, please seek advice through the Public Contracts Scotland helpdesk or helpline on 0800 222 9003. The Scottish Ministers cannot assist you with technical matters and the PCS helpdesk cannot help you once the tender return deadline has passed.
- 3.14 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.
- 3.15 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.
- 3.16 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.

- 3.17 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.
- 3.18 The Scottish Ministers reserve the right to reject any tender which, in their opinion, does not comply with the Specification.
- 3.19 The document “*International Research and Approach -Technical Response template*” provides a template which contains questions relating to the Contract Agreement. All questions should be answered using the template provided, which should then be attached to PCS Mail box. Please ensure you have answered all of the questions in the template before uploading and submitting your response.

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. Tender 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 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.
- 7.3 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 within their response.
- 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.

SCHEDULE 1 - ANNEX A

INSTRUCTIONS TO TENDERERS

Invitation to Tender (ITT) Privacy Notice

In order to carry out its functions, Scottish Ministers 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. Scottish Ministers 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. 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 us 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.
- 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](#)

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

[Contact Data Protection Officer](#)

SCHEDULE 2 – SPECIFICATION

1. INTRODUCTION

The Scottish Government launched a [consultation on 9-August-21 on the creation of a National Care Service](#).

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

As Ministers consider the responses to the consultation, an over-arching programme has been set up with the Mental Wellbeing and Social Care Directorate to support the work needed to create the National Care Service.

The Scottish Government is committed to delivering the recommendations of IRASC, staying true to the spirit of the report by building a system with human rights and living experience at the heart of it. While system and service reform is fundamental to the work that lies ahead, the paradigm shift in social care is the priority; as one contributor to IRASC said “social care should be a springboard not a safety net”.

Social care should no longer be seen as a service of crisis intervention but one which is there to help and support people at the earliest stage, preventing deterioration and people getting into crisis situations. Social care is an investment in our communities and our economy, so that everyone can take their part in society. A National Care Service will provide us with consistency, equity and fairness, and the accountability needed to deliver high quality services across Scotland.

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

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

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

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

IRASC was clear that social care transformation should include:

- Shifting the paradigm of care
 - move to new thinking
- Strengthen the foundations

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

The National Care Service, subject to the conclusion of the consultation, will be the most significant change in public services since the establishment of the National Health Service. At its core will be human rights and person-led care and support that focuses on positive outcomes for individuals in Scotland. Target operating model design is required to understand how designs/options for the NCS national and local structures will impact outcomes for people in Scotland.

Any approach to a National Care Service should be person-centred and drive at reducing implementation gaps in service delivery in order to improve outcomes for people in Scotland as the Scottish Government embarks on delivering a human-rights based approach to social care in Scotland.

In addition to the person-centred approach the programme also wants to instil a lessons learned approach into how the programme is designed and delivered. In order to achieve this the programme needs to learn from successful and unsuccessful programmes, not just what was implemented but also:

- How it was designed (i.e. what design methodologies were used)?
- How were end users (including the citizen) involved in the design process?
- How it was implemented?
- What products were used?
- What services were delivered?
- What architecture it sits within?
- What change management and communication approaches were used?

2. REQUIREMENTS

Basis of this Review

The National Care Service Programme, within the Directorate for Mental Wellbeing and Social Care in the Scottish Government are commissioning a review of digital projects and programmes (outside of Scotland) that have supported the delivery of Social Care (and integrations with health services). A comparison of both successful and unsuccessful projects, programmes and implementations will provide key insight in the development and delivery of the programme.

The aim of this work is to identify and analyse learnings from both successful and unsuccessful implementations of products, systems and services to support the delivery of Social Care (and integration with Health) outside of Scotland, concentrating on the delivery of integrated health and social care records. The review should include

technical, governance, finance, user-input functions (both successful and unsuccessful) in consideration of implementation. This review should include programmes at a city, region, territory or country wide scope.

This review seeks to begin to understand approaches, services and products used and what architecture they sit within.

The successful bidder is free to design their approach to this analysis but it should be in the form of a report that includes:

- Clear assessment criteria
- Lessons learned from both successful **AND** unsuccessful projects, including:
 - Service design and user research approach
 - Implementation approach
 - Technology choice(s)
 - Architecture
 - Integration methods and approaches

- All raw data and information used for analysis

Scope / Statement of Requirement

Objectives and outcomes

For the avoidance of doubt, the work should include -

- Report on significant examples of comparable projects elsewhere (outside of Scotland)
 - Identify, compare and contrast:
 - Notable successes and failures in the delivery of shared health and social care records, including existing approaches.
 - Centralised or decentralised approaches to storing and sharing records.
 - The potential of personal data stores – e.g. storing data securely in decentralized data stores (or ‘pods’) which can act as secure personal web servers for data. This enables people to control who and what applications can access which elements of it.
 - Data standards for recording care and activity data.
 - Approaches that integrate existing systems vs the adoption of pre-integrated systems vs the development of custom solutions.
 - Architectural context that led to success and/or failure of implementation

 - Links, integrations and hand-offs to other services and data sets such as Social Housing and Welfare Services, such as social security.
 - Functions, services and staffing models.
 - Highlight and summarise key lessons learned from previous programmes.
 - Treatment of Intellectual Property (IP) and Licensing (if possible).
 - Key contacts for each project (if possible).

The analysis should include (but not limited to) the following projects and programmes

- NHS [England](#) Local Health and Care Record Exemplars
- [The Great Northern Care Record](#) (North East and North Cumbria)
 - [Cambridge University Case Study on National Programme for IT](#)
 - [Catalonia’s new electronic health record \(incorporates health and social care data\)](#)

- A sample of programmes that have implemented [OpenEHR](#)
 - The analysis should include projects and programmes that DO NOT use OpenEHR for comparison.
- The analysis should include:
 - A minimum of 10 projects
 - A maximum number is not specified and is up to the bidder to set a number that will provide a good analytical basis for comparison
 - Details of assessment criteria used
 - Long list of candidate projects
 - Detailed analysis of selected projects based on assessment criteria.

Dates and delivery

The services will be delivered between the award of the contract and expected to commence on the **15th April 2022**

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

Delivery Timeline

- ITT publication – 10 January 2022
- Bidder questions submitted by 12:00 pm 14 January 2022
- Authority responses - 19 January 2022
- Tender Submission – 28 January 2022 at 12:00 pm
- Evaluation – between 31 January 2022 and 4 February 2022
- Contract start and initiation meeting – w/c 7 February 2022, Via Teams,
- Draft report to SG – end March 2022 (TBC at contract award)
- Final Report – No later than 15 April 2022

Ownership of Outputs

The ownership of any outputs such as reports and any data produced/collected as a result 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 £49,995 excluding VAT. Any tenderers whose costs are over the project budget of £49,995 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 = to be no more than £49.995 excluding VAT

3.3. Timescales

The contract shall commence on **7th February 2022** and expected to expire **15th April 2022**.

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 – Evaluation Guide and Selection and Award Criteria

SELECTION CRITERIA

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

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

Grounds for Mandatory Exclusion relating to Criminal Convictions

- 1. The common law offence of conspiracy; where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;**
- 2. a) Corruption; within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;**
 - b) Bribery or Corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003, where the offence relates to active bribery or corruption**
 - c) Bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;**
- 3. Fraud where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities**
 - a) the offence of cheating the Revenue**
 - b) the common law offence of fraud**
 - c) the common law offence of theft or fraud**
 - d) fraudulent trading within the meaning of section 458 of the Companies Act 1985, or section 993 of the Companies Act 2006;**
 - e) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;**
 - f) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;**
 - g) the common law offence of uttering; or**
 - h) the common law offence of attempting to pervert the course of justice;**
- 4. Terrorist offences or offences linked to terrorist activities; listed in section 41 of the Counter-Terrorism Act 2008; or Schedule 2 to that Act where the court has determined that there is a terrorist connection.**

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

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

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

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

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

Question		Answer
1	Has the bidder itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment within the last five years for one of the reasons (1-7) listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	If the answer is yes to any, please provide details including: <ul style="list-style-type: none"> • Date of conviction • Which of the points 1-7 it relates to and the reason • Name of the person convicted • A description of any measures taken by the bidder to demonstrate its reliability despite the existence of this relevant ground for exclusion 	

Grounds for Mandatory Exclusion relating to the Levels of Insurance Cover

Question	Answer
1 The Bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated at Schedule 8 (SGTC2), section 14.3 (as a minimum):	<input type="checkbox"/> Yes, I already have this <input type="checkbox"/> No, but I commit to obtain it <input type="checkbox"/> No, and I cannot commit to obtain it <input type="checkbox"/> Not applicable – my business is exempt

2	Provide details of the coverage you refer to in Q1 (above) here:

AWARD CRITERIA

1. INTRODUCTION

- 1.1. The evaluation criteria will include consideration of Quality as well as Price. Each tender will be subjected to a Quality and Price analysis. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
- 1.2. The winning Tenderer will be determined by the Tenderer who submits 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) **80%**
 - Price (Commercial) **20%**
- 1.3. The evaluation of tenders will comprise the following process:
 - 1.3.1. All tenders will be subject to the **Quality Analysis**
 - 1.3.2. All tenders will be subject to the **Price Analysis**
 - 1.3.3. Once both scores (Quality and Price) have been calculated, they will be added together to give the **Combined Score** for each compliant tender.

2. QUALITY ANALYSIS

- 2.1. The Authority will evaluate tenderers proposals on the basis of the Most Economically Advantageous Tender. This will be done using a combination of the technical and commercial scores awarded to each bidder. The Technical response will be evaluated independently of the Commercial response

- 2.2. The evaluation of tenders will be led by MPIP in collaboration with representatives from NCS and the Scottish Government.
- 2.3. Prior to commencing the evaluation of tenderers technical and commercial responses, all tender submissions will be checked for completeness and accuracy by Digital Commercial Services
- 2.4. Only information provided as a direct response to the Mini Competition will be evaluated. Tenderers 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 tenderers and will not be evaluated.
- 2.5. The marks awarded will be based on the evidence submitted in the tender submissions, including any relevant attachments where requested
- 2.6. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.
- 2.7. Each evaluator will award a mark for each question between 0 and 4, in accordance with the methodology detailed in Table 1 below:

Table 1: Scoring Guidance

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.
Evaluators can award a score of 0, 1, 2, 3 or 4.		

- 2.8. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting will be held between all members of the Tender Evaluation Panel to agree tender scores and ensure consistency of approach with regard to the Quality Analysis.
- 2.9. The moderated average of all of the Tender Evaluation Panels marks for each question will be multiplied by the relevant question weighting, to give the question weighted score.

2.10. Technical response 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.

3. PRICING ANALYSIS

3.1. To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 4), which Tenderers are to complete.

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

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

Please see **Annex A** for further information.

4. COMBINED SCORE

4.1. The Combined Score will be calculated by adding the Overall Quality (Technical) Score and the Overall Price (Commercial) Score together.

4.2. Scores will be rounded to 2 decimal places.

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

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

5. TENDER CLARIFICATIONS

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

6. AWARD CRITERIA

6.1. The Technical Award Criteria questions are provided in Table 2 below.

6.2. Read all of the tender documents contained within the Buyer Attachments section on PCS

6.3. Tender responses are to be submitted via the PCS QuickQuote system.

Table 2: Technical Award Criteria

TECHNICAL AWARD CRITERIA		Section Weighting	Question Weighting
SECTION 1. Proposed approach and plan to deliver this requirement		35%	
Q1.	<p>Please provide a delivery plan and describe your approach to delivering this requirement (plan should include any milestones, resources, progress reviews with Contract Manager and iteration of final report)</p> <p>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 <u>not be</u> considered for evaluation purposes.</p>		100%
SECTION 2. Experience of delivery of similar analytical reports in a public sector context.		30%	
Q1.	<p>Please provide evidence of your experience of producing a similar report in a public sector context. Tenderers may wish to reference case studies to support their response.</p> <p>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 <u>not be</u> considered for evaluation purposes.</p>		100%
SECTION 3. Analysis and assessment criteria		35%	
Q1.	<p>Describe your approach to assessing and comparing the projects to provide actionable insight</p> <p>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 <u>not be</u> considered for evaluation purposes.</p>		100%
SECTION 4. Mandatory Participation Requirements		NOT SCORED	

	<p>Referring the Mandatory Exclusion Grounds listed at Regulation 58 of the Public Contracts (Scotland) Regulations 2015, and to the Terms and Conditions set-out at Schedule 8 of this ITT, please confirm that you are meet all requirements and that there is no lawful reason for your exclusion from this tender exercise. YES/NO*</p> <p>*ANSWERING 'NO' TO THIS QUESTION MAY RESULT IN A TENDERER'S EXCLUSION FROM THIS TENDER EXERCISE</p> <p>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 <u>not be</u> considered for evaluation purposes.</p>		N/A
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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

SCHEDULE 4

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 shall receive payment on completion of the services. Payment shall 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 (20%). Other tenderers will be awarded a price score based on the percentage difference between their offer and that of the lowest offer. Please see **Annex A** for further information.

Tenderers shall enter their prices in the tables below.

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

Task	Price	Breakdown
	£	
	£	
	£	
	£	
Any other costs	£	
TOTAL	£	

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 (Schedule 2) in accordance with the Schedules, at the prices entered in the Pricing Schedule (Schedule 4) 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:

- Schedule 1 – Instructions for Tenderers
- Schedule 2 - Specification of Requirements
- Schedule 3 - Technical Proposal
- Schedule 4 - Pricing Schedule
- Schedule 5 - Form Of Tender
- Schedule 6 - Terms and Conditions

*I/We agree to abide by this tender from **12:00 noon on 28th January 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 **7th February 2022** and expire on **15th April 2022**. 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.

SCHEDULE 6

Acceptance of the 'Scottish Government Terms and Conditions 2 - conditions of contract for the purchase of Services is required.

<https://www.gov.scot/Topics/Government/Procurement/buyer-information/standardformsanddocs/SGtsandcs/TermsandConditions2from18April?refresh=0.4948568204322955>

Annex A

A worked **example**** of the methodology applied to calculating the Quality (Technical) and Price (Commercial) scores using a Price-Quality Ratio of % is shown below:

**** (Please note these tables are examples only)****

Quality (Technical) Score (80%)

Question	Question Weighting
1	70%
2	30%

Evaluator scores below are for illustrative purposes only.

Question	Evaluator 1	Evaluator 2	Evaluator 3	Mean Average	Question Weighting
1	75	50	50	$(75+50+50)/3 = 58.33$	$58.33*70\% = 40.831$
2	100	75	75	$(100+75+75)/3 = 83.33$	$83.33*30\% = 24.999$
					Total = 65.83

Total Price (Commercial) Score (20%)

Total Price (Commercial) Evaluation Score = $[(\text{Lowest Tendered Price} / \text{Tendered Price}) \times 100] \times 20\%$

The score calculation to establish the Total Price Score are shown in the next 2 tables.

Scores and prices below are for illustrative purposes only:

Tenderer	Total Weighted Price	Proportionate Score Relative to Lowest Price	Price Score (Maximum 20)
1	£351	$(343/351)*100 = 97.7$	$97.7*20\% = 19.54$
2	£343	$(343/343)*100 = 100$	$100*20\% = 20$
3	£397	$(343/397)*100 = 86.4$	$86.4*20\% = 17.28$

Total Evaluation Score

- The Weighted Score of the Quality and Price evaluation is added together to give the Total Evaluation Score as shown below.
- Please note the scores below are for illustrative purposes only.

Tenderer	Technical Score (Example)	Technical Weighted Score (Example)	Price Weighted Score (from table above)	Total Evaluation Score	Rank
1	78.02	$78.02*80\% = 62.4$	19.54	$62.4 + 19.54 = 81.94$	1

2	65.83	$65.83 \times 80\% = 52.7$	+	20	=	72.7	2
3	62.01	$62.01 \times 80\% = 49.6$	+	17.28	=	66.88	3

THE SCOTTISH GOVERNMENT
SCOTTISH PROCUREMENT PROPERTY DIRECTORATE

Invitation to Quote

**National Care Services Statement of Benefit Illustration Film
and Voiceover**

Case/XXXXXX

Contents

Covering letter

Schedule 1: Instructions for Tenderers

Schedule 2: Specification of Requirements

Schedule 3: Technical Proposal

Schedule 4: Pricing Schedule

Schedule 5: Form of Tender

Schedule 6: Framework Terms and Conditions

The
Scottish
Government
Scottish
Procurement
Property
Directorate

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φκλμνοπθ
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E:
[Redacted:
Exempt
under
r
38(1)
(b),
FOIS
A]

DATE: 04/04/2022

Dear Supplier,

**INVITATION TO QUOTE FOR NATIONAL CARE SERVICES STATEMENT OF
BENEFIT ILLUSTRATION FILM AND VOICEOVER**

You are invited by the Scottish Ministers to provide a quotation for the above-mentioned requirement.

Your quotation must be in accordance with all parts of the enclosed Invitation to Quote (ITQ) document. You must complete and return the Form of Tender. You must respond to each of the questions in the Technical Proposal and provide the information requested in the Pricing Schedule.

A copy of the Terms and Conditions of Contract which will apply to this contract are Provided in Schedule 6.

The closing date and time for submission of tenders is 8th April 2022

Your tender must be submitted via email to **[Redacted: Exempt under 38(1)(b), FOISA]**

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

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

Yours faithfully

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

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

Procurement Modern Apprentice

INSTRUCTIONS FOR SUPPLIERS

Schedule 1

1. It is the responsibility of the supplier to obtain for themselves at their own expense any additional information necessary for the preparation of their quote.
2. All information supplied by the Scottish Ministers in connection with the Invitation to Quote 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 quotation.
3. Tenderers may submit a quote using their own text creation facilities. However the content and layout must be identical to the Scottish Government version of the relevant sections of the quote, and must be in the same order.
4. 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 authority to order disclosure.
5. 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.
6. Accordingly, if you consider that any of the information included in your Quote 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.
7. Scottish Ministers may publish, on the Scottish Government website the names and contact details of companies who have been issued with an Invitation to Quote.
8. The intention is to award the contract for a period of 24 Months unless the contract is terminated in line with the terms and conditions of contract.
9. Timetable of Events:

ITQ Issued	4 th of April 2022
Tender Return Date	8 th of April 2022 - 12 Noon
Evaluation (and possible clarification)	8 th of April 2022 – 13 th April 2022

Contract Award	13 th April 2022
Start of Contract	19 th April 2022

SPECIFICATION OF REQUIREMENTS

**NATIONAL CARE SERVICE (NCS)
NCS STATEMENT of BENEFIT – ILLUSTRATION FILM AND VOICEOVER**

REQUIREMENTS SPECIFICATION

Appointment of illustrator to create a hand drawn animation to support the release of the National Care Service “Statement of Benefit” – a Scottish Government produced document/paper which sets out the vision/focus of benefits of a NCS for people and services.

The hand drawn animation would be similar in style to the [recent video](#) commissioned by HSCS. Scottish Government require a shorter, succinct and accessible film.

The hand drawn animation film will illustrate the Statement of Benefit visually, taking into account accessibility needs and ensuring a clear and concise narrative. The illustrator will organise an appropriate voiceover artist to record the audio to accompany the film. SG will provide the voiceover artist with a script and will provide a written copy of the script to the illustrator. The illustrator will use the audio recording to illustrate and produce the film. The length of the recording will dictate the length of the animation film. The script/vocal recording will be the narrative for the animation’s “story” – with a beginning, middle and end, and with a structure of key themes running throughout. SG expects the total run time of the animation film to be no more than 3 minutes.

SG will require layout sheets from the illustrator to demonstrate how the finished animation film will look and flow. Once this has been approved/amended by SG, we would expect to receive the completed film in one week.

SG will also require high resolution shareable static assets to use as web content/social media.

SELECTION CRITERIA

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

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

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

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

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

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

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

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

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

Question		Answer
1	Has the bidder itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment within the last five years for one of the reasons (1-7) listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	If the answer is yes to any, please provide details including: <ul style="list-style-type: none">• Date of conviction• Which of the points 1-7 it relates to and the reason• Name of the person convicted• A description of any measures taken by the bidder to demonstrate its reliability despite the existence of this relevant ground for exclusion	

Grounds for Mandatory Exclusion relating to the Levels of Insurance Cover

Question	Answer
<p>1 The Bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated at Schedule 8 (SGTC2), section 14.3 (as a minimum):</p>	<p><input type="checkbox"/> Yes, I already have this</p> <p><input type="checkbox"/> No, but I commit to obtain it</p> <p><input type="checkbox"/> No, and I cannot commit to obtain it</p> <p><input type="checkbox"/> Not applicable – my business is exempt</p>
<p>2 Provide details of the coverage you refer to in Q1 (above) here:</p>	

AWARD CRITERIA

The tender will be evaluated against their response to the questions below.

Tenderers should ensure that they respond to each question and make it clear within their response which question they are responding to. Any additional detail that you wish to provide as part of your Technical Proposal should also be cross referred to the relevant question.

Method Statement/ Understanding of Content

Tenderers shall provide a method statement describing in detail how they intend to meet the specific requirements set out in the Statement of Requirements.

The tenderer must clearly explain their proposed approach to delivering the services and outline the suitability, robustness and limitations of the proposed methods. This should include your ability to work flexibly and meet the timescales outlined in the specification.

Maximum word count : 500

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

Pricing Schedule

Schedule 4

Payment

Payment will be made within 30 days of receipt of a valid invoice, which should be submitted on completion of work for the costs of the work undertaken.

Price

The Price will be fixed for the duration of this Contract. Charges which appear elsewhere in the proposal but which are not summarised in this schedule 4, will be presumed to have been waived.

The total Price for the contract should be quoted in Pounds Sterling (£) and should be exclusive of any VAT which may be chargeable. The total price must cover all aspects of the requirement, liability for all costs and access to data, overheads, and participation in any dissemination activity that is envisaged in the specification.

The Supplier should submit **fixed prices** in table 1 for the provision of all the services and deliverables described in the specification for the whole duration of the contract.

Table 1 fixed price.

Tenderers shall enter their prices in the tables below.

Task	Price	Breakdown
	£	
	£	
	£	
	£	
Any other costs	£	
TOTAL (ex. VAT)	£	

**FORM OF QUOTE
(* DELETE AS APPROPRIATE)**

Schedule 5

*I/We the undersigned do hereby contract and agree on the acceptance of the Quote by the Scottish Ministers, to provide the services in the Specification of Requirements (Schedule 2), at the prices entered in the Pricing Schedule (Schedule 4) and in accordance with the Terms and Conditions (Schedule 6) which appear in this set of documents.

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

- Schedule 1 - Instructions for Tenderers
- Schedule 2 – The Specification of Requirements
- Schedule 3 – Technical Proposal
- Schedule 4 – Pricing Schedule
- Schedule 5 – Form of tender
- Schedule 6: Framework Terms and Conditions

We agree to abide by this Quote from **12 noon on 8th April 2022** the date fixed for receiving quotes, until the Award of Contract.

We understand that the Scottish Ministers are not bound to accept the lowest or any quotes and shall not be bound to use the Supplier as a sole supplier.

We understand that the service provision is expected to commence in 19th April 2022 until contract completion or the Contract is terminated in accordance with the Terms and Conditions of this Invitation to Quote (ITQ) document.

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

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

Signature

Name: **(BLOCK CAPITALS)**

Designation

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Address

Telephone No **INCLUDE AREA CODE**

Date

Schedule 6

Acceptance of the 'Scottish Government Terms and Conditions 2 - conditions of contract for the purchase of Services is required.

<https://www.gov.scot/Topics/Government/Procurement/buyer-information/standardformsanddocs/SGtsandcs/TermsandConditions2from18April?refresh=0.4948568204322955>



SGTC2.pdf



Data Protection
Schedule.docx



Terms+and+conditio
ns+2+-+Cyber+Secu



THE SCOTTISH GOVERNMENT
SCOTTISH PROCUREMENT & PROPERTY DIRECTORATE

Invitation to Tender

User Centred Design Services

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

Our ref: CASE/634441

10th February 2023

INVITATION TO TENDER – User Centred Design Services

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:

This ITT Covering Letter

Schedule 1 - Instructions to Tenderers

Schedule 2 - Specification

Schedule 3 - Evaluation Guide and Contract Award Criteria

Schedule 4 - Pricing Schedule

Schedule 5 - Form of Tender

Schedule 6 - SG Terms and Conditions for Services

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.
3. The closing date and time for submission of tenders is **12:00 noon 24th February 2023**. Tenders must be submitted through the Public Contracts Scotland system (PCS) via the Quick Quote portal.
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 to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is **12:00 noon 17th February 2023.**

Yours Faithfully

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

INVITATION TO TENDER - User Centred Design Services

CONTENTS

Schedule 1 - Instructions to Tenderers

Schedule 2 - Specification

Schedule 3 - Evaluation Guide and Selection and Award Criteria

Schedule 4 - Pricing Schedule

Schedule 5 - Form of Tender

Schedule 6 - SG Terms and Conditions for Services

SCHEDULE 1 - INSTRUCTIONS TO TENDERERS

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 date and time for tender return is **12:00 noon 24th February 2023**. Scottish Ministers will not enter into detailed discussions with Tenderers in relation to its requirements. All questions regarding the content of this ITT should be directed through the dedicated PCS Quick Quote messaging area by **12:00 noon 17th February 2023**. No other form of communication will be accepted. All technical queries should be directed to [PCS on telephone number](#) 0800 222 9003 .
- 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 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.
- 1.8 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 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.
- 2.2 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).
- 2.3 The Award Criteria which will be applied to determine the Most Economically Advantageous Tender are as follows:

- **Quality (Technical) 70%**
- **Price (Commercial) 30%**

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

2.5 Any contract awarded as a result of this tendering exercise will be subject to the Scottish Government Terms and Conditions for Services.

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 (PCS) Quick Quote. 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 Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS messaging function.

3.3 All responses to questions must be entered into the answer facility within the PCS Quick Quote 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 messaging area by **12:00 noon 13th February 2023**. No other form of communication will be accepted. Any technical queries related to the system should be directed to the Public Contracts Scotland helpdesk.

3.8 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.

- 3.9 Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS contact. Tenderers must therefore keep their contact details on the PCS system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.
- 3.10 All submissions from Tenderers will remain sealed on the PCS 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.
- 3.11 We strongly advise that you submit your response well in advance of the deadline to allow sufficient time for uploading.
- 3.12 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 will only accept the final version of the tender submission.
- 3.13 If you experience any technical difficulties, please seek advice through the Public Contracts Scotland helpdesk. The Scottish Ministers cannot assist you with technical matters and the PCS helpdesk cannot help you once the tender return deadline has passed.
- 3.14 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.
- 3.15 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.
- 3.16 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.

- 3.17 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.
- 3.18 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. Tender 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 within their response.
- 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 advisers, 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.

SCHEDULE 1 - ANNEX A

INSTRUCTIONS TO TENDERERS

Invitation to Tender (ITT) Privacy Notice

In order to carry out its functions, Scottish Ministers 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. Scottish Ministers 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. 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 us 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.
- 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](#)

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

[Contact Data Protection Officer](#)

SCHEDULE 2 – SPECIFICATION

1. INTRODUCTION

Following the recommendations of the [Independent Review in Adult Social Care](#), the Scottish Government is currently designing a National Care Service (NCS). Under the NCS, new local Care Boards will be created to plan, commission and procure care services at a local level.

The NCS Local Division is responsible for designing how local Care Boards will operate. This includes devising:

- Number and geographical boundaries of care boards
- Membership of boards and how decision-making will work
- What functions care boards will have and the services they will provide
- Transfer from the existing IJB structure to the future structures at a local level within the National Care Service
- Identifying at what level (national vs. local) corporate support functions (such as human resources, payroll or finance) could be undertaken
- How local care boards and special boards will work in partnership with relevant public sector bodies (health boards, local government, education, policing) to ensure services are integrated

In order to involve people with lived experience in the development of the National Care Service (NCS), Scottish Ministers have made a clear, public commitment to [co-design](#) the NCS and its related services with people with lived experience of receiving and delivering health and care services.

The NCS Local Division is taking forward it's "Understanding Phase" of its co-design work. This research project will:

- Stress-test the National Care Service (Scotland) Bill so that (government) amendments can be tabled if required
- Identify and plug research and engagement gaps (e.g. by engaging individuals and groups the Scottish Government has not spoken with previously) to inform the overall policy design
- Ensure the voices of people with lived experience are central in shaping secondary legislation and guidance
- Ensure the needs of people with lived experience are embedded in the approach to implementing new local structures

The ultimate aim of these activities is to ensure that the NCS will better meet the needs of people who engage with and deliver care and support services than the current systems in place, ensuring that those who are not traditionally involved in shaping government decisions are heard and their testimony is acted upon.

The problem statement for the research is as follows: "How do existing decision-making and care delivery structures impact an individual's experience of receiving social care and community health support in their local area and what does this information tell us about how to improve the organisation of care delivery within the NCS?"

As part of Understanding Phase work, the NCS Programme team will be conducting a series of design investigations with people with lived experience that will include a

series of semi-structured interviews, collaborative sensemaking sessions and a survey. A Supplier is required to take data produced from this work and deliver the following:

Work package (WP) 1	Analysis of data gained from survey responses to understand themes and insights.
WP 2	Analysis of data gained from interviews and collaborative sensemaking sessions, and comparative analysis with themes and insights from WP1.
WP3	Production of a series of design artefacts to visualise insights gained through the Understanding Phase work.
WP4	Wider support across the NCS Programme

In producing these outputs, the Supplier will work collaboratively with a Product Manager, employed by Scottish Government, and other Scottish Government officials.

2. REQUIREMENTS

2.1 Deliverables

The requirements of this project have been grouped under three work package (WP) headings below.

WP1: Analysis of data gained from survey responses to understand themes and insights.

The Supplier will undertake analysis of the raw data gained from the survey responses received by the NCS Programme team following a survey that will be conducted in early 2023. The survey questions will be oriented around the design theme 'Keeping Care Support Local'.

The Supplier will analyse these responses, coding them with themes and insights identified.

The Supplier will then produce a comprehensive report outlining;

- Learning gained
- Relevance to the problem statement and the policy brief held by the NCS Local division within the NCS Programme

WP2: Analysis of data gained from interviews and collaborative sensemaking sessions, and comparative analysis with themes and insights from WP1.

The Supplier will undertake a comprehensive review of outputs gained from the series of semi-structured interviews conducted by the NCS Programme Team, in early 2023. These outputs will be provided in the form of hot reports.

They will also review insights gained from any collaborative sensemaking sessions conducted following interviews with participants.

The Supplier will provide a comprehensive report detailing insights gained and implications in relation to the problem statement and the policy brief held by the NCS Local Division within the NCS Programme.

WP3: Production of a series of design artefacts

The Supplier will produce a series of design artefacts to help the NCS Local team to visualise the insights gained throughout the Understanding Phase. The form these artefacts will take is to be decided by the Scottish Government Product Manager in collaboration with the Supplier.

The artefacts may include:

- User group profiles
- Challenge/problem canvases
- Lists of user needs
- A service ecosystem map
- Design principles diagram
- A roadmap for the next research phase
- Other diagrams or infographics as appropriate to the subject matter (e.g. visualisations of relationships between organisations and social care experience)

WP4: Wider Support across the NCS Programme

Whilst the primary focus of this contract is **likely to be the** support for the NCS Local Theme, the contractor may be asked to work flexibly to support the work of other NCS Co-design themes. The outputs of this work would be similar to those required by NCS Local Division – primarily analysis of user data and the production of design artefacts.

2.2 Meetings and ways of working

NCS Local co-design operates in accordance with the principles of the Scrum Framework, including making use of ceremonies such as sprint planning, daily stand ups, and sprint retros. The Supplier will be required to work collaboratively with Scottish Government and to attend these ceremonies, insofar as they are conducive to delivery of the contract.

The Supplier may also be required from time to time to attend governance, advisory or engagement meetings to provide updates or input into activities.

2.3 Governance

The Supplier will provide expert input into options development but will not be involved in the decision making process. All decisions will be taken by Scottish Government officials or recommendations for ministerial consideration as per the governance terms of reference for the National Care Service Programme.

2.4 Output Formats

All assets must be provided in common file formats and NOT through proprietary products used by the Supplier. Documents must be written in Plain English and

checked for accessibility, e.g. where images or figures are used care must be paid to the use of ALT text, colour schemes must be accessible etc.

3. DATES AND DELIVERY

The services will be delivered between the award of the contract and expected to commence on the 13th March 2023 and finish on 31st March 2023.

The Supplier must be prepared to both work remotely and from Scottish Government offices in Edinburgh (St Andrew's House and/or Victoria Quay), as required.

4. DELIVERY TIMELINE

- ITT publication – 10th February 2023
- Bidder questions submitted by 12:00 pm 17th February 2023
- Authority responses – 18th February 2023
- Tender Submission – 24th February 2023
- Evaluation – between W/C 27th February 2023
- Contract start and initiation meeting – 13th March 2023

5. 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.

6. CONTRACT MANAGEMENT

6.1 Budget

There is a total budget of £35,000. This includes VAT.

6.2 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 (WP1) Successful submission of all deliverables, signed off and accepted by Contract Manager

Milestone Payment One (WP2) Successful submission of all deliverables, signed off and accepted by Contract Manager

Milestone Payment One (WP3) Successful submission of all deliverables, signed off and accepted by Contract Manager

Milestone Payment One (WP4) Successful submission of all deliverables, signed off and accepted by Contract Manager

6.3 Timescales

The contract shall commence on 13th March January 2023 and expected to expire 31 March 2023 or when requirements have been delivered to the satisfaction of Scottish Government.

6.4 Staffing

Individuals working on the project must have extensive experience in the following:

- User-centred design
- Research evaluation

The Supplier will provide suitable replacement resources to cover absence through holidays and sickness etc. Replacement resources must meet the same standards as those resources that they replace.

Prior to any resource commencing on the project the Scottish Government will require to see the CV of individual and agree their skills and knowledge are suitable.

Any individuals put forward to work on this project must have Government Baseline Personnel Security Standard (BPSS) clearance.

6.5 Equipment

Scottish Government will not provide access to any hardware to support the delivery of this contract. The Supplier must be able to use Microsoft Teams to facilitate online meetings with Scottish Government. It is expected that the Supplier may use software (e.g. virtual whiteboard tools) to work collaboratively with Scottish Government. Scottish Government will provide access to Scottish Government instances of these tools if necessary.

6.6 Additional requirement

- The successful contractor must have access to online whiteboard software, specifically they should have at a minimum access Mural and Miro.
- The successful contractor must be trained in the use of these online whiteboard programs and be practically able to produce user centred design artefacts with them.

6.7 Contract manager

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 – Evaluation Guide and Selection and Award Criteria

SELECTION CRITERIA

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

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

Grounds for Mandatory Exclusion relating to Criminal Convictions

- 1. The common law offence of conspiracy; where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;**
- 2. a) Corruption; within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;**
 - b) Bribery or Corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003, where the offence relates to active bribery or corruption**
 - c) Bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;**
- 3. Fraud where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities**
 - a) the offence of cheating the Revenue**
 - b) the common law offence of fraud**
 - c) the common law offence of theft or fraud**
 - d) fraudulent trading within the meaning of section 458 of the Companies Act 1985, or section 993 of the Companies Act 2006;**
 - e) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;**
 - f) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;**
 - g) the common law offence of uttering; or**
 - h) the common law offence of attempting to pervert the course of justice;**
- 4. Terrorist offences or offences linked to terrorist activities; listed in section 41 of the Counter-Terrorism Act 2008; or Schedule 2 to that Act where the court has determined that there is a terrorist connection.**

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

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

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

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

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

Question		Answer
1	Has the bidder itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment within the last five years for one of the reasons (1-7) listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	If the answer is yes to any, please provide details including: <ul style="list-style-type: none"> • Date of conviction • Which of the points 1-7 it relates to and the reason • Name of the person convicted • A description of any measures taken by the bidder to demonstrate its reliability despite the existence of this relevant ground for exclusion 	

Grounds for Mandatory Exclusion relating to the Levels of Insurance Cover

Question	Answer
1 The Bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated at Schedule 8 (SGTC2), section 14.3 (as a minimum):	<input type="checkbox"/> Yes, I already have this <input type="checkbox"/> No, but I commit to obtain it <input type="checkbox"/> No, and I cannot commit to obtain it <input type="checkbox"/> Not applicable – my business is exempt

2	Provide details of the coverage you refer to in Q1 (above) here:

AWARD CRITERIA

1. INTRODUCTION

- 1.1. The evaluation criteria will include consideration of Quality as well as Price. Each tender will be subjected to a Quality and Price analysis. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
- 1.2. The winning Tenderer will be determined by the Tenderer who submits 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) 70%
 - Price (Commercial) 30%
- 1.3. The evaluation of tenders will comprise the following process:
 - 1.3.1. All tenders will be subject to the **Quality Analysis**
 - 1.3.2. All tenders will be subject to the **Price Analysis**
 - 1.3.3. Once both scores (Quality and Price) have been calculated, they will be added together to give the **Combined Score** for each compliant tender.

2. QUALITY ANALYSIS

- 2.1. The marks awarded will be based on the evidence submitted in the tender submissions, including any relevant attachments where requested.
- 2.2. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.

- 2.3. Each evaluator will award a mark for each question between 0 and 4, in accordance with the methodology detailed in Table 1 below:

Table 1: Scoring Guidance

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.
Evaluators can award a score of 0, 1, 2, 3 or 4.		

- 2.4. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting will be held between all members of the Tender Evaluation Panel to agree tender scores and ensure consistency of approach with regard to the Quality Analysis.
- 2.5. The moderated average of all of the Tender Evaluation Panels marks for each question will be multiplied by the relevant question weighting, to give the question weighted score.
- 2.6. Technical response 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.

3. PRICING ANALYSIS

- 3.1. To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 4), which Tenderers are to complete.
- 3.2. Lowest total tender price, determined as the Tender Sum Total following the methodology in the Pricing Schedule, will be awarded 100% of the marks available for Price. The Price Score for the remaining Tenderers will

be determined by allocating a mark for each Tenderers' Tender Sum Total relative to the lowest total tender price using the formula:

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

4. COMBINED SCORE

- 4.1. The Combined Score will be calculated by adding the Overall Quality (Technical) Score and the Overall Price (Commercial) Score together.
- 4.2. Scores will be rounded to 2 decimal places.
- 4.3. The Tenderer who achieves the highest Combined Score will be deemed to be the successful bidder, provided their tender has been deemed to be fully compliant in all other respects.
- 4.4. In the event of a tie the Scottish Ministers reserves the right to appoint the Tenderer who obtains the highest technical score.

5. TENDER CLARIFICATIONS

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

6. AWARD CRITERIA

- 6.1. The Technical Award Criteria questions are provided in Table 2 below.
- 6.2. Tender responses are to be submitted via the PCS QuickQuote system.

Table 2: Technical Award Criteria

TECHNICAL AWARD CRITERIA		Section Weighting	Question Weighting
SECTION 1. METHODOLOGY		10%	
Q1.	The tenderer must demonstrate their understanding of the purpose, objectives and scope of the requirement. This should include your proposed approach to delivering the services and outline the suitability, robustness and limitations of the proposed methods.		100%
SECTION 2. STAFFING AND CAPABILITY		30%	
Q1.	The tenderer must provide details of all roles and responsibilities proposed for the delivery of the project and provide named individuals against these roles. This should include a CV detailing the experience, qualifications, competency and specialist skills these individuals possess to carry out the specified role.		100%
SECTION 3. TIMETABLE AND DELIVERY		20%	
Q1.	<p>The tenderer must provide a project plan, including timescales for delivery which details your approach to delivering the requirement. This should indicate your ability to work flexibly.</p> <p>The timetable should highlight outputs and project work package(1-4) as well as allocation of staff and staff time against each task.</p>		100%
SECTION 4. FINAL REPORT		30%	

	Please explain how you will ensure that the final copies of all person-centred design artefacts are of an acceptable standard to the Scottish Government and are fit for purpose. You may wish to include details of quality assurance procedures and sample person-centred design artefacts.		100%										
SECTION 5 - BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)		10%											
Q1.	Tenderers are asked to provide a Risk Register which will show identified risks and how you will mitigate them throughout the project.		50%										
Q2.	<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"> • Supply Chain • Resources (Staff) • Deliveries • Use of IT • IT failure • Backups (on/off site servers) <p>Plans must also cover any mitigation actions you will put in place to ensure delivery. Please see table below:</p> <table border="1" data-bbox="300 1317 1066 1503"> <thead> <tr> <th>Threat</th> <th>H/M/L Risk</th> <th>H/M/L Impact</th> <th>Mitigation / Actions including timescales</th> <th>Responsible Owner</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Threat	H/M/L Risk	H/M/L Impact	Mitigation / Actions including timescales	Responsible Owner							50%
Threat	H/M/L Risk	H/M/L Impact	Mitigation / Actions including timescales	Responsible Owner									
SECTION 6 - CLIMATE EMERGENCY		NOT SCORED											

Q1.	<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 circular economy and supporting our Carbon Management Plan.</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>Responses should also address the approach taken to ensure efficiency of logistics operations, the management of waste and energy efficiency in delivering the service.</p>		N/A
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SECTION 7 – FAIR WORK FIRST	NOT SCORED	
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Q1.	<p><i>“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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>Answers need not be constrained to, or be reflective of, any examples given alongside this question.”</i></p>		N/A
SECTION 8 – SECURITY AND INFORMATION RISK (SIRA)		PASS/FAIL	

<p>Q1.</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</p> <p>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.</p> <p>Where responses refer to certificates, policies or other documents, copies should be included to support the completed assessment sheet.</p> <p>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"> • Please describe the management approach to Information Security and Data Protection, including responsibilities, and risk assessment. • Please describe where data shared by National Care Service will be processed and how it will be secured, including any encryption controls. • Please describe how data will be secured during transmission between National Care Service the Supplier and any 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 the data against loss 		
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	<p>or compromise from cyber-attack and crime, including the use of firewalls, user accounts and passwords, secure storage.</p> <ul style="list-style-type: none"> • 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 what training is given to employees, contractors and sub-contractors in regard to information security and data protection, including lone and home workers. • 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. Please also indicate if such Disaster Recovery procedures are tested, how often, and the date of the last test. • Respondents should provide details of any Information Assurance certification they possess, or standards they conform to (e.g. ISO 27001, ISO 22301, ISO/IEC 20000, Cyber Essentials/Cyber Essentials Plus or their equivalents). <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.</p> <p>https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</p> <p>Tender respondents are also directed to the Scottish Governments Cyber resilience strategy which includes</p>		
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	<p>further information and guidance. Cyber Essentials is strongly recommended by the Scottish Government as a minimum standard when working with the public sector.</p> <p>http://www.gov.scot/Resource/0048/00489206.pdf</p>		
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ADDITIONAL QUESTIONS FOR INFORMATION PURPOSES ONLY

“The following questions require a Yes/No answer and are used for statistical purposes only:”

1) The Scottish Business Pledge is a Government initiative which aims for a fairer Scotland through more equality, opportunity and innovation in business. Information on this can be found at the following link:

<https://scottishbusinesspledge.scot/>

Tenderers are asked to confirm if they have signed up to the Scottish Business Pledge.
ANSWER - YES/NO

2) 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/>

2 (a) Tenderers are asked to confirm if they are accredited as a Living Wage Employer.
ANSWER - YES/NO

2 (b) Tenderers are asked to confirm whether they will pay staff that are directly involved in the delivery of services under the framework agreement/contract the Real Living Wage.

ANSWER - YES/NO

3) Tenderers are asked to confirm if they are 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.)

ANSWER - YES/NO

4) Tenderers are asked to confirm if they are a SME? (an organisation with less than 250 employees)

ANSWER - YES/NO

ADDITIONAL QUESTIONS FOR INFORMATION PURPOSES ONLY

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ANSWER - YES/NO

4) Tenderers are asked to confirm if they are a SME? (an organisation with less than 250 employees)

ANSWER - YES/NO

SCHEDULE 4

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 shall receive payment on completion of the services. Payment shall 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 (30%). 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).

Task	Price	Breakdown
	£	
	£	
	£	
	£	
Any other costs	£	
TOTAL	£	

Tenderers must also provide a breakdown of the staff involved in this contract and highlight the discounted rate that is being applied. This must also include any volume rebate or Service Credit Mechanism which is being applied to this contract.

Staff member	Role	Activities / responsibilities with reference to specification	Estimated hours on contract	Hourly Rate £	Total cost per resource (estimated hours of input multiplied by hourly rate)
					£
					£
					£
				Total price	£

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 (Schedule 2) in accordance with the Schedules, at the prices entered in the Pricing Schedule (Schedule 4) and in accordance with the Scottish Government Terms and Conditions for Consultancy Services.

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

- Schedule 1 - Instructions for Tenderers
- Schedule 2 - Specification of Requirements
- Schedule 3 - Technical Proposal
- Schedule 4 - Pricing Schedule
- Schedule 5 - Form Of Tender
- Schedule 6 - Terms and Conditions

*I/We agree to abide by this tender from **12:00 noon 24th February 2023** 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 **13th March 2023** and expire on **31st March 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.

SCHEDULE 6

Acceptance of the 'Scottish Government Terms and Conditions 2 - conditions of contract for the purchase of Services is required.

<https://www.gov.scot/Topics/Government/Procurement/buyer-information/standardformsanddocs/SGtsandcs/TermsandConditions2from18April?refresh=0.4948568204322955>



THE SCOTTISH GOVERNMENT
SCOTTISH PROCUREMENT & PROPERTY DIRECTORATE

Invitation to Tender

USER RESEARCH – WHAT DATA IS IMPORTANT TO ME?

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

Our ref: CASE/TBC

12th January 2021

INVITATION TO TENDER – USER RESEARCH – WHAT DATA IS IMPORTANT TO ME?

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:

This ITT Covering Letter

Schedule 1 - Instructions to Tenderers

Schedule 2 - Specification

Schedule 3 - Evaluation Guide and Contract Award Criteria

Schedule 4 - Pricing Schedule

Schedule 5 - Form of Tender

Schedule 6 - SG Terms and Conditions for Services

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.
3. The closing date and time for submission of tenders is **12:00 noon on 28th January 2021**. Tenders must be submitted through the Public Contracts Scotland system (PCS) via the Quick Quote portal.
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 to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is **12:00 noon** on **14th January 2021**.

Yours Faithfully,

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

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

INVITATION TO TENDER - USER RESEARCH – WHAT DATA IS IMPORTANT TO ME?

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SCHEDULE 1 - INSTRUCTIONS TO TENDERERS

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 EU Exit:- We reserve the right to treat any bid which is caveated by reference to the UK exiting the EU with or without a deal as non-compliant and, as with most procurement exercises, a bidder in submitting its price for evaluation does so in acceptance of all business risks and circumstances arising from time to time.
- 1.5 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.
- 1.6 The date and time for tender return is **12:00 noon, 28th January 2021**. Scottish Ministers will not enter into detailed discussions with Tenderers in relation to its requirements. All questions regarding the content of this ITT should be directed through the dedicated PCS Quick Quote messaging area by **12:00 noon 14th January**. No other form of communication will be accepted. All technical queries should be directed to [PCS on telephone number](tel:08002229003) 0800 222 9003 .
- 1.7 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.
- 1.8 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.
- 1.9 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 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.
- 2.2 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).

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

- **Quality (Technical) 80%**
- **Price (Commercial) 20%**

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

2.5 Any contract awarded as a result of this tendering exercise will be subject to the Scottish Government Terms and Conditions for Services.

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 (PCS) Quick Quote. 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 Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS messaging function.

3.3 All responses to questions must be entered into the answer facility within the PCS Quick Quote 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 messaging area by **12:00 noon on 14th January 2021**. No other form of communication will be accepted. Any technical queries related to the system should be directed to the Public Contracts Scotland helpdesk.

- 3.8 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.
- 3.9 Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS contact. Tenderers must therefore keep their contact details on the PCS system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.
- 3.10 All submissions from Tenderers will remain sealed on the PCS 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.
- 3.11 **We strongly advise that you submit your response well in advance of the deadline to allow sufficient time for uploading.**
- 3.12 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 will only accept the final version of the tender submission.
- 3.13 If you experience any technical difficulties, please seek advice through the Public Contracts Scotland helpdesk or helpline on 0800 222 9003. The Scottish Ministers cannot assist you with technical matters and the PCS helpdesk cannot help you once the tender return deadline has passed.
- 3.14 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.
- 3.15 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.
- 3.16 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.

- 3.17 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.
- 3.18 The Scottish Ministers reserve the right to reject any tender which, in their opinion, does not comply with the Specification.
- 3.19 The document “*User Research What Data is Important to Me -Technical Response template*” provides a template which contains questions relating to the Contract Agreement. All questions should be answered using the template provided, which should then be attached to PCS Mail box. Please ensure you have answered all of the questions in the template before uploading and submitting your response.

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. Tender 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 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.
- 7.3 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 within their response.
- 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.

SCHEDULE 1 - ANNEX A

INSTRUCTIONS TO TENDERERS

Invitation to Tender (ITT) Privacy Notice

In order to carry out its functions, Scottish Ministers 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. Scottish Ministers 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. 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 us 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.
- 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](#)

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

[Contact Data Protection Officer](#)

SCHEDULE 2 – SPECIFICATION

1. INTRODUCTION

The Scottish Government launched a [consultation on 9-August-21 on the creation of a National Care Service](#).

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

The Scottish Government is committed to delivering the recommendations of IRASC, staying true to the spirit of the report by building a system with human rights and living experience at the heart of it. While system and service reform is fundamental to the work that lies ahead, the paradigm shift in social care is the priority; as one contributor to IRASC said “social care should be a springboard not a safety net”.

Social care should no longer be seen as a service of crisis intervention but one which is there to help and support people at the earliest stage, preventing deterioration and people getting into crisis situations. Social care is an investment in our communities and our economy, so that everyone can take their part in society. A National Care Service will provide us with consistency, equity and fairness, and the accountability needed to deliver high quality services across Scotland.

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

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

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

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

IRASC was clear that social care transformation should include:

- Shifting the paradigm of care
 - move to new thinking
- Strengthen the foundations
 - Protect and reinforce what is working, e.g. Self-directed support
 - Adoption of science based improvement
 - Better support for unpaid carers
 - Invest in workforce

- Redesign the system
 - A new way of approaching social care delivery in Scotland
 - Person-centred service design
 - Robust and clear governance
 - Sustainable financial model
 - Support Scottish Ministers in accountability-visibility and insight-led change.

The National Care Service, subject to the conclusion of the consultation, will be the most significant change in public services since the establishment of the National Health Service. At its core will be human rights and person-led care and support that focuses on positive outcomes for individuals in Scotland. Target operating model design is required to understand how designs/options for the NCS national and local structures will impact outcomes for people in Scotland.

Any approach to a National Care Service should be person-centred and drive at reducing implementation gaps in service delivery in order to improve outcomes for people in Scotland as the Scottish Government embarks on delivering a human-rights based approach to social care in Scotland.

The data that people share with the system in order to secure and use care services, and the data that services gather / hold about them, are crucial to ensuring that these ambitions can be achieved. One key challenge is to understand what matters to people about what and how data is gathered and used.

2. REQUIREMENTS

Requirement

In 2019, Nesta and the Scottish Government embarked on a dialogue with Scottish citizens to understand their opinions and ideas for the use and sharing of health and care data, now and in the future, and to explore possible future uses that improve outcomes for everyone. The output of this work was a report detailing the [findings from a dialogue with Scottish citizens about using and sharing health and care data](#).

In addition to this work there has also been research carried out by the following organisations:

- [Health Care Improvement Scotland](#)
- [Alliance Scotland](#)
- Multiple areas of Scottish Government responsible for Health and Social Care (details of which will be provided to the successful bidder)

Building on this work we would like you to carry out the following:

- Desk research on previous work carried out in this area to assess:
 - The robustness of the data / research already available
 - Synthesis and analysis of findings
 - Development of a set of candidate key actionable user insights relevant to the design of the National Care Service that are indicated by the data/research; and
 - A gap analysis of what is missing from the available evidence / research

- Note: these findings should be tested with current and potential care service users.
- Using this gap analysis develop a plan for **AND** carry out a programme of user research with an appropriate (to be agreed with the contract manager on appointment of successful bidder) range of users. To include:
 - Experiences of data sharing with the system at various points in the user journey, such as:
 - First contact with services
 - The application process
 - During service provision

Objectives

Objectives are to contribute insight and learnings in developing a clear understanding of:

- the robustness of existing user research data/research relevant to understanding what data means to current and future care services users;
- any gaps in that data/research
- a report including actionable insight following a programme of user research based on the previous gap analysis

Standards and approaches to be utilised

All approaches used should be compliant with the following:

- [Digital Scotland Service Standard](#)
- [Scottish Approach to Service Design](#)
- [All relevant standards and legislation](#)

The Supplier will be required to comply with all Scottish Government ethics and data protection standards and to complete and secure approval of a Scottish Government Data Protection Impact Assessment prior to beginning any data gathering.

Dates and delivery

The services will be delivered between the award of the contract and **29th April 2022**

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

Delivery Timeline

- ITT publication – 12th January 2022
- Bidder questions submitted by – 14th January 2022
- Authority responses - 19th January 2022
- Tender Submission – 28th January 2022
- Evaluation – 31st January – 4th February 2022
- Contract start and initiation meeting – w/c, 7th February 2022
- Draft report to SG – TBC
- Final Report – 29th April 2022

Ownership of Outputs

The ownership of any outputs such as reports and any data produced/collected as a result 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 £30,000 – £49,995 excluding VAT. Any tenderers whose costs are over the project budget of £49,995 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 = to be no more than £49,995 excluding VAT

3.3. Timescales 7th February 2022 and expire 29th April 2022.

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 – Evaluation Guide and Selection and Award Criteria

SELECTION CRITERIA

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

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

Grounds for Mandatory Exclusion relating to Criminal Convictions

- 1. The common law offence of conspiracy; where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;**
- 2. a) Corruption; within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;**
 - b) Bribery or Corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003, where the offence relates to active bribery or corruption**
 - c) Bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;**
- 3. Fraud where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities**
 - a) the offence of cheating the Revenue**
 - b) the common law offence of fraud**
 - c) the common law offence of theft or fraud**
 - d) fraudulent trading within the meaning of section 458 of the Companies Act 1985, or section 993 of the Companies Act 2006;**
 - e) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;**
 - f) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;**
 - g) the common law offence of uttering; or**
 - h) the common law offence of attempting to pervert the course of justice;**
- 4. Terrorist offences or offences linked to terrorist activities; listed in section 41 of the Counter-Terrorism Act 2008; or Schedule 2 to that Act where the court has determined that there is a terrorist connection.**

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

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

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

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

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

Question		Answer
1	Has the bidder itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment within the last five years for one of the reasons (1-7) listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	If the answer is yes to any, please provide details including: <ul style="list-style-type: none"> • Date of conviction • Which of the points 1-7 it relates to and the reason • Name of the person convicted • A description of any measures taken by the bidder to demonstrate its reliability despite the existence of this relevant ground for exclusion 	

Grounds for Mandatory Exclusion relating to the Levels of Insurance Cover

Question	Answer
1 The Bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated at Schedule 8 (SGTC2), section 14.3 (as a minimum):	<input type="checkbox"/> Yes, I already have this <input type="checkbox"/> No, but I commit to obtain it <input type="checkbox"/> No, and I cannot commit to obtain it <input type="checkbox"/> Not applicable – my business is exempt

2	Provide details of the coverage you refer to in Q1 (above) here:

AWARD CRITERIA

1. INTRODUCTION

- 1.1. The evaluation criteria will include consideration of Quality as well as Price. Each tender will be subjected to a Quality and Price analysis. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
- 1.2. The winning Tenderer will be determined by the Tenderer who submits 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) **80%**
 - Price (Commercial) **20%**
- 1.3. The evaluation of tenders will comprise the following process:
 - 1.3.1. All tenders will be subject to the **Quality Analysis**
 - 1.3.2. All tenders will be subject to the **Price Analysis**
 - 1.3.3. Once both scores (Quality and Price) have been calculated, they will be added together to give the **Combined Score** for each compliant tender.

2. QUALITY ANALYSIS

- 2.1. The Authority will evaluate tenderers proposals on the basis of the Most Economically Advantageous Tender. This will be done using a combination of the technical and commercial scores awarded to each bidder. The Technical response will be evaluated independently of the Commercial response

- 2.2. The evaluation of tenders will be led by MPIP in collaboration with representatives from NCS and the Scottish Government.
- 2.3. Prior to commencing the evaluation of tenderers technical and commercial responses, all tender submissions will be checked for completeness and accuracy by Digital Commercial Services
- 2.4. Only information provided as a direct response to the Mini Competition will be evaluated. Tenderers 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 tenderers and will not be evaluated.
- 2.5. The marks awarded will be based on the evidence submitted in the tender submissions, including any relevant attachments where requested
- 2.6. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.
- 2.7. Each evaluator will award a mark for each question between 0 and 4, in accordance with the methodology detailed in Table 1 below:

Table 1: Scoring Guidance

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.
Evaluators can award a score of 0, 1, 2, 3 or 4.		

- 2.8. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting will be held between all members of the Tender Evaluation Panel to agree tender scores and ensure consistency of approach with regard to the Quality Analysis.
- 2.9. The moderated average of all of the Tender Evaluation Panels marks for each question will be multiplied by the relevant question weighting, to give the question weighted score.

2.10. Technical response 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.

3. PRICING ANALYSIS

3.1. To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 4), which Tenderers are to complete.

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

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

Please see **Annex A** for further information.

4. COMBINED SCORE

4.1. The Combined Score will be calculated by adding the Overall Quality (Technical) Score and the Overall Price (Commercial) Score together.

4.2. Scores will be rounded to 2 decimal places.

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

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

5. TENDER CLARIFICATIONS

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

6. AWARD CRITERIA

6.1. The Technical Award Criteria questions are provided in Table 2 below.

6.2. Read all of the tender documents contained within the Buyer Attachments section on PCS

6.3. Tender responses are to be submitted via the PCS QuickQuote system.

Table 2: Technical Award Criteria

TECHNICAL AWARD CRITERIA		Section Weighting	Question Weighting
SECTION 1. Proposed approach and plan to deliver this requirement		65%	
Q1.	<p>Please provide a delivery plan and describe your approach to delivering this requirement. The approach should identify the key staff responsible for each section of the work and the approach to data gathering and validation. It should also indicate how the approach will work sensitively and collaboratively with social care service providers and the Scottish Government team. The plan should list all deliverable milestones, including final report iterations and progress reviews with Contract Manager.</p> <p>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 <u>not be</u> considered for evaluation purposes.</p>		100%
SECTION 2. Experience of delivery of similar data gathering and analysis reports and working with public and third sector organisations		35%	
Q1.	<p>Please provide evidence of your experience of large scale data gathering and the production of a similar report in a public sector context. Tenderers may wish to reference case studies to support their response.</p> <p>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 <u>not be</u> considered for evaluation purposes.</p>		100%
SECTION 3. Mandatory Participation Requirements		NOT SCORED	

	<p>Referring the Mandatory Exclusion Grounds listed at Regulation 58 of the Public Contracts (Scotland) Regulations 2015, and to the Terms and Conditions set-out at Schedule 8 of this ITT, please confirm that you are meet all requirements and that there is no lawful reason for your exclusion from this tender exercise. YES/NO*</p> <p>*ANSWERING 'NO' TO THIS QUESTION MAY RESULT IN A TENDERER'S EXCLUSION FROM THIS TENDER EXERCISE</p> <p>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 <u>not be</u> considered for evaluation purposes.</p>		N/A
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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

SCHEDULE 4

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 shall receive payment on completion of the services. Payment shall 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 (20%). Other tenderers will be awarded a price score based on the percentage difference between their offer and that of the lowest offer. Please see **Annex A** for further information.

Tenderers shall enter their prices in the tables below.

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

Task	Price	Breakdown
	£	
	£	
	£	
	£	
Any other costs	£	
TOTAL	£	

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 (Schedule 2) in accordance with the Schedules, at the prices entered in the Pricing Schedule (Schedule 4) 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:

- Schedule 1 – General Information & Instructions for Tenderers
- Schedule 2 - Specification of Requirements
- Schedule 3 - Technical Proposal
- Schedule 4 - Pricing Schedule
- Schedule 5 - Form Of Tender
- Schedule 6 - Terms and Conditions

*I/We agree to abide by this tender from **12:00 noon on 28th January 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 **7th February 2022** and expire on **29th April 2022**. 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.

SCHEDULE 6

Acceptance of the 'Scottish Government Terms and Conditions 2 - conditions of contract for the purchase of Services is required.

<https://www.gov.scot/Topics/Government/Procurement/buyer-information/standardformsanddocs/SGtsandcs/TermsandConditions2from18April?refresh=0.4948568204322955>

Annex A

A worked **example**** of the methodology applied to calculating the Quality (Technical) and Price (Commercial) scores using a Price-Quality Ratio of % is shown below:

**** (Please note these tables are examples only)****

Quality (Technical) Score (80%)

Question	Question Weighting
1	70%
2	30%

Evaluator scores below are for illustrative purposes only.

Question	Evaluator 1	Evaluator 2	Evaluator 3	Mean Average	Question Weighting
1	75	50	50	$(75+50+50)/3 = 58.33$	$58.33*70\% = 40.831$
2	100	75	75	$(100+75+75)/3 = 83.33$	$83.33*30\% = 24.999$
					Total = 65.83

Total Price (Commercial) Score (20%)

Total Price (Commercial) Evaluation Score = $[(\text{Lowest Tendered Price} / \text{Tendered Price}) \times 100] \times 20\%$

The score calculation to establish the Total Price Score are shown in the next 2 tables.
Scores and prices below are for illustrative purposes only:

Tenderer	Total Weighted Price	Proportionate Score Relative to Lowest Price	Price Score (Maximum 20)
1	£351	$(343/351)*100 = 97.7$	$97.7*20\% = 19.54$
2	£343	$(343/343)*100 = 100$	$100*20\% = 20$

3	£397	$(343/397)*100 = 86.4$	$86.4*20%= 17.28$
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Total Evaluation Score

- The Weighted Score of the Quality and Price evaluation is added together to give the Total Evaluation Score as shown below.
- Please note the scores below are for illustrative purposes only.

Tenderer	Technical Score (Example)	Technical Score (Example)	Weighted	Price Weighted Score (from table above)	Total Evaluation Score	Rank
1	78.02	$78.02*80% = 62.4$	+	19.54	= 81.94	1
2	65.83	$65.83*80% = 52.7$	+	20	= 72.7	2
3	62.01	$62.01*80% = 49.6$	+	17.28	= 66.88	3

T: 0131 244 0990
E: [Redacted: Exempt under 38(1)(b), FOISA]

Our ref: CASE/582942

7 March 2022

INVITATION TO TENDER –

Dear Sir/Madam

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

This Invitation to Tender is comprised of the following documents:

1. **This ITT Covering Letter**
2. **Instructions to Tenderers**
3. **Evaluation Guide and Contract Award Criteria**
4. **Form of Tender**
5. **Model Services Contract, including:**
 - Schedule 1 Specification and Service Levels (*attached separately in PCS-T*)
 - Schedule 2 Pricing Schedule (*attached separately in PCS-T*)
 - Schedule 3 Ordering Procedures
 - Schedule 4 Management Arrangements
 - Schedule 5 Key Individuals
 - Schedule 6 Approved Sub-Contractors
 - Schedule 7 Service Provider Information
 - Schedule 8 Parent Company Guarantee
 - Schedule 9 Data Protection
 - Schedule 10 Exit Management

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, 28 March 2022**. Tenders must be submitted through the Public Contracts Scotland system (PCS-T).
4. It is the responsibility of all tenderers to ensure that their tender is received no later than the appointed time. The Scottish Ministers may not consider tenders received after that time.
5. The Scottish Ministers are not bound to accept the lowest priced or any tender and shall not be bound to accept the contractor as a sole supplier.
6. Please use the messaging function within PCS-Tender to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is 12:00 on **Monday, 21 March 2022**.

Yours Faithfully

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

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

SCHEDULE 2

PRICING SCHEDULE

1. Cost will be firm for the duration of this contract. Charges which appear elsewhere in the proposal but which are not summarised here, will be presumed to have been waived.
2. Payment will be made in arrears on submission of detailed invoices. The timing and frequency of invoices will be agreed between the Scottish Government contract manager and the contractor, as stated in the Schedule 2 - Specification.
3. Prices should be quoted in Pounds Sterling (£) and should be exclusive of any VAT which may be chargeable. A VAT registration number should be provided.
4. Separate aspects of the research/evaluation are to be individually priced and attributed to specific members of the project team along with the estimated number of days clearly stated and day rates for project team included (exc. VAT).
5. Your tender price must cover liability for all costs including staff costs, attendance at meetings, equipment, access to data, travel and subsistence, and overheads. Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred.
6. Tenderers should note that the price evaluation shall be based on the whole life cost, i.e. the total firm price proposed for the delivery of the contract.
7. The tenderer who submits the lowest price will be awarded the full weighting available for that section (30%). Other tenderers will be awarded a price score based on the percentage difference between their offer and that of the lowest offer.
8. The pricing schedule needs to be submitted as a separate document from the quality schedule.

Table 1 - Price for Staff Costs

Role	Grade/Job Role	Hours Input	Fixed Hourly Rate	Activity	Total £ (Hours input x Hourly Rate)
					£
					£
					£
					£
					£
(Carried Forward for Commercial Evaluation) Total Price (excl. VAT)					£

Table 2 – Other Activities and Costs Related to the Delivery of Service

Activity	Fixed Price £ (Ex VAT)
	£
	£
	£
	£
(Carried Forward for Commercial Evaluation) Total Price (excl. VAT)	
	£

This could include but not limited to:

- travel expenses directly related to the project (including attendance at meetings)
- equipment and materials
- overheads
- any other costs

Table 3 - Total Cost

The commercial evaluation will be based on the total tender cost provided below, i.e. the total firm price proposed for the delivery of the contract

Cost	
Total Table 1	
Total Table 2	
Total Tender Cost	£

Development of Specification of Requirement

Section 1 – Background & Context

Scottish Ministers have made a commitment to create a National Care Service (NCS), a new organisation which will ensure everyone who needs it can expect the same standards of care, wherever they live in Scotland. A consultation, which closed early November 2021, was launched to seek the public's views about what changes should be made. The feedback and conclusions from the consultation will be used to shape and develop legislation which is expected to be introduced to the Scottish Parliament in summer 2022. Once that has concluded, the new organisation can be set up with the intention that it will be in place by the end of the parliamentary term.

While the NCS Consultation analysis is yet to be published, it is clear that the establishment of an NCS will involve local structural change. Currently, Integration Authorities are able to recover VAT. In order to ensure that the relevant VAT considerations are taken, and to guarantee best value for money in local structural change, the Scottish Government seeks an external VAT advisor who can:

- Provide advice and support to Scottish Government employees on VAT implications on an ad hoc basis, in line with agreed Terms and Conditions;
- Produce an options paper exploring the VAT implications of different National Care Service local delivery body scenarios.
- Produce a final report at the end of the contract on the considerations on VAT and eventual outcome.

Section 2 – Current Position and any anticipated changes

The Scottish Government does not currently have capacity within the existing VAT advisory team to support work examining the VAT impact of local structural change as part of the establishment of an NCS. As with other large scale public sector transformation, we would seek external expert advice on technical matters such as VAT.

There are not expected to be any material changes to affect the contract as the establishment of an NCS is a Programme for Government commitment.

This contract's duration is 12 months, with no option to extend.

Following the response to the UK Government's August 2020 policy paper 'VAT and the Public Sector: Reform to VAT Refund Rules', there may be change to how Section 41 bodies can reclaim VAT, although this will, if agreed, not be implemented until at least the next spending review in 2024/25.

Section 3 – Scope

1. VAT advice

- Liaise during agreed dates with Scottish Government officials on VAT considerations linked to local structural change in health and social care bodies as a result of the NCS.
- This will be an agreed number of days which can be called upon based on agreed terms and conditions once the contract was awarded.
- Advise Scottish Government officials on necessary VAT preparations for the establishment of a National Care Service

2. VAT Options Paper

- Produce a written output exploring the VAT impact of different National Care Service scenarios e.g. National Care Service delivery bodies as Non-departmental Public Bodies, as Lead Agency Models etc.
- In this paper, to consider and recommend any options and/or solutions that could potentially achieve a VAT neutral outcome under each NCS scenario

3. Final Paper

- A final report at the end of the contract summarising the considerations taken on VAT impact and eventual outcome.

Section 4 – Knowledge & Experience

Have experience of:

- Public sector VAT
- Understanding of Scottish public sector landscape particularly health and social care
- Recent support of SG in social care landscape desirable to understand current issues

Section 5 – Required Outcomes and Key Deliverables

- A brief **inception report** (approx. 2-3 pages) following the inception meeting. The report should outline the agreed full project plan and milestones, and include a short minute of the inception meeting.
- Monthly **updates** detailing the progress of the contract: how the work is proceeding, the emerging findings, the issues identified and next steps. These updates will be submitted via email to the contract manager. This should also include number of days of advice provided and days remaining.
- Two **reports**:
 - i) A written options paper that clearly articulates the VAT impact of different options for National Care Service local delivery bodies. The different NCS local delivery bodies options will be provided to the contractor by the Scottish Government. It is expected this should pull on existing knowledge of Local Government, Integration Authority and NHS structures. The report should advise on best practice in terms of what should be considered when assessing the consequences of VAT during transformation, and offer recommendations and guidance on opportunities to add value to the establishment of NCS local delivery bodies in terms of VAT. A draft of the options paper should be submitted to the Scottish Government for feedback before the final version is submitted.

ii) A final written report summarising the VAT considerations of different NCS local delivery body options, including key findings, and recommendations to achieve the greatest value for money in terms of VAT with the establishment of NCS local delivery bodies. It is recognised this will be at a point in time and details of local delivery bodies are likely to still be refined.

All outputs will be sent electronically to the Contract Manager in the first instance. Both outputs should be fully proof read prior to submission. This should include checking that the documents are well laid-out, technically correct, grammatically correct and that appropriate language is used. In those cases that the Purchaser detects proof read errors, they will be returned to the contractor who will be asked to resubmit the returned document.

Tenderers are asked to note that the Purchaser may withhold payment until it is completely satisfied that the submitted outputs meet the aims and objectives of the project.

Section 6 - Contract Period

It is intended that work will start in early April 2022 and will run for 12 months, with no option to extend.

Section 7 – Geographical area covered

The Service Provider will deliver the work remotely, with meetings to be held using Microsoft Teams. There will be no requirement to meet in person unless by prior agreement.

Section 9 – Delivery timescales

A first draft of a report with findings and recommendations is to be submitted for review and validation by 3 May 2022, and a final version of the report is to be submitted by 7 June 2022. A more detailed timeline will be agreed at the start of the contract.

Section 11 – Milestones

Provide details of any milestone dates/achievements applicable to the contract.

Milestone	Anticipated Deadline
Contract start date	Early April 2022
Inception Meeting via Teams	Early April 2022
Draft of options paper	3 May 2022
Final version of options paper	7 June 2022

Milestone	Anticipated Deadline
Mid-completion meeting to discuss progress	3 October 2022
Draft Report submitted	2 February 2023
Meeting with Scottish Government Representatives to discuss and provide feedback of the report	9 February 2023
Updated report following discussion/SG feedback	14 March 2023
Anticipated Contract end date	Early April 2023.

Section 14 – Invoicing & Payment

Invoices should be sent to the contract manager by email and payment will be aligned with satisfactory achievement of the required outcomes and key deliverables, and milestones outlined in Section 5 and Section 11 respectively.

Section 16 – Key Risks and Responsibilities

The main risk is the potential liability to VAT of public sector organisations which this contract looks to mitigate. There are limited risks with this contract as it is VAT advice which has limited subjectivity. The contract manager will continue to manage risk throughout the contract.

Section 17 – Performance Measures and Reporting

The Purchaser will discuss at initial mobilisation meeting all key deliverable dates as set out above. There will be key touch points through the contract period that Purchaser will agree with The Service Provider at contract award.

All meetings will be virtual unless otherwise agreed.

Section 18 – End of Contract and Exit Arrangements

The Service Provider will be required to include in the handover all materials produced in the execution of the contract including all reports, and relevant supporting material to the Purchaser.

The Purchaser will be owner of all content obtained in connection to the delivery of this contractual agreement. The Service Provider will be required to provide any relevant documentation as requested by the Purchaser.

Section 20 - Contract Manager contact details.

Name: [Redacted: Exempt under 38(1)(b), FOISA]
Address Scottish Government
[Redacted: Exempt under 38(1)(b), FOISA]
St Andrew's House
Regent Road
Edinburgh
EH1 3DG
Tel: [Redacted: Exempt under 38(1)(b), FOISA]
Email: [Redacted: Exempt under 38(1)(b), FOISA]

EVALUATION GUIDE AND AWARD CRITERIA

National Care Service VAT Support– CASE REF: 582942

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) 70%
 - Price (Commercial) 30%

2. EVALUATION PROCESS

Evaluation of tenders will follow this process:

2.1. SPD (Scotland) (Selection Stage)

- 2.1.1. The purpose of the Selection Stage is to allow the Scottish Ministers to assess tenderers' suitability, capacity and capability to provide the Services required under the proposed Contract. Tenderers must submit responses to each question contained in the SPD (Scotland) (Qualification Envelope in PCS-T). In assessing responses to the SPD (Scotland), a '**Pass/Fail**' score will be awarded to each question.
- 2.1.2. Only tenders that achieve a '**Pass**' for all questions in the SPD (Scotland) will proceed to the Quality and Price Analysis.

2.2. Quality Analysis

- 2.2.1. Tender responses to the Technical Award criteria questions, as outlined in Appendix A, will be used to perform the Quality Analysis.
- 2.2.2. 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.
- 2.2.3. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.
- 2.2.4. 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.
Evaluators can award a score of 0, 1, 2, 3 or 4.		

2.2.5. 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.

2.2.6. 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.

2.2.7. Scores will be rounded to 2 decimal places

2.2.8. 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.

2.3. **Price Analysis**

2.3.1. 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.

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

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

2.3.3. Scores will be rounded to 2 decimal places

2.4. **Combined Score**

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

- 2.4.2. The Combined Score will be calculated by adding the Overall Quality Score and the Overall Price Score together.
- 2.4.3. Scores will be rounded to 2 decimal places.
- 2.4.4. 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.
- 2.4.5. 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

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

Appendix A -

TECHNICAL AWARD CRITERIA		Section Weighting	Question Weighting
SECTION A: Overall understanding the requirement		20%	
A1	<p>Tenders must set out their understanding of the project requirement and understanding of the rationale for undertaking the work, with reference to the background/context, and (if applicable) your understanding of any data sources you think are relevant to this requirement.</p> <p>Tenders must also demonstrate a clear understanding of the policy context based on your reading of the relevant section of the specification as well as your experience and other evidence.</p>		100%
SECTION B: Proposed approach and methods to meet the aims and objectives, and to provide appropriate and useful research outputs		40%	

B1.	<p>Tenders must provide their proposed methodology, which clearly outlines a detailed project plan and demonstrates how the aims of this requirement will be met.</p> <p>Tenders must stipulate the suitability of their methodology including the quality and appropriateness of their approach.</p> <p>Tenders are required to demonstrate a sound understanding of the challenges and priorities of the requirement.</p> <p>In order to address the overall scope and required outcomes and key deliverables outlined in Sections 3 and 5 of specification, tenderers should clearly and in detail set out their approach but not limited to:</p> <ul style="list-style-type: none"> • Undertaking work on VAT considerations linked to local structural change in health and social care bodies as a result of the NCS, including exploring the VAT impact of different NCS scenarios, and providing advice on achieving a VAT neutral outcome • preparation of the inception report, monthly updates detailing the progress of the work, and the two written reports. All reports will be prepared to a standard agreed with the Scottish Government. <p>Tenderers must specify their proposed approach to the analysis and reporting, and rationale for it to clearly and fully address the aims and objectives outlined at Section 3 and 5 in the specification, risks and consideration of cost implications and possible limitations and how these will be addressed.</p> <p>Tenderers are encouraged to suggest other methods they think might be suitable if possible.</p>		100%
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SECTION C: Staffing, skills and task allocation, , quality assurance, Project Management		35%	
C1.	<p>Tenderers must provide a list of the staff (at all levels) that will be involved in the delivery of the requirement.</p> <p>Stating but not limited to:</p> <ul style="list-style-type: none"> • Their specific role in delivering this requirement. • Tasks they will be allocated alongside their suitability. <p>Highlighting their allocated staffs relevant experience and expertise on subject matter.se, e.g. making reference to similar projects they have been involved in),</p> <p>Specify staffs estimated allocated time to be spent on the requirement and length of time they have been working with your organisation.</p> <p>Please also provide the name and CV,s of the following allocated staffing roles: Project Manager Designated Deputy Quality Assurer detailing how they will ensure all the deliverables are delivered to standard.</p> <p>The tenderer must demonstrate evidence of their ability to deliver concise reports, written in an accessible style, directly addressing the terms of reference given, to deadlines agreed;</p> <p>Detailing their systems/processes in place on quality assurance, including output at each stage.</p>		60%

C2	<p>Tenderers must provide a detailed realistic timetable for carrying out the requirement based on their proposed approach and method in line with the milestones set out in the specification.</p> <p>Highlight in particular any deadlines you identify as critical from the specification.</p> <p>Include timing on turnaround of reports and information on how you will ensure smooth turnaround (e.g. once you have received comments on first drafts from the Scottish Government (SG)).</p> <p>This section should provide information on suggested meetings, contract monitoring etc..</p>		25%
C3	<p>Tenders must provide information on their data security processes, including storage and transmission of personal data and data protection that will be followed (where applicable and appropriate). In particular:</p> <ul style="list-style-type: none"> • How will the personal data be collected and recorded (on paper, computer etc)? • How and where will the data be stored? • Who will have access to the data? • How the data will be transferred. • How confidentiality and non-disclosure of identity can be assured. • How long it is proposed to retain personal data and why. 		15%
SECTION D. . (Non Scored)			

Q1.	<p>The Climate Change (Emissions Reduction Targets) (Scotland) Act 2019, which amends the Climate Change (Scotland) Act 2009, sets targets to reduce Scotland's emissions of all greenhouse gases to net-zero by 2045 at the latest, with interim targets for reductions of at least 56% by 2020, 75% by 2030, 90% by 2040.</p> <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 circular economy and supporting our Carbon Management Plan.</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>Responses should also address the approach taken to ensure efficiency of logistics operations, the management of waste and energy efficiency in delivering the service.</p>		
SECTION E. COMMUNITY BENEFITS (Non Scored)		0%	

Q1.	<p>The Scottish Ministers are committed to contributing to the social, economic & environmental well-being of the people of Scotland. The Scottish Ministers have National Outcomes that underpin the core purpose of creating a more successful country, with opportunities for all of Scotland to flourish, through increasing sustainable economic growth. Tenderers are required to present a community benefit proposal with their tender detailing how, in the event that they should be successful in winning the contract, they will address the following Community Benefit themes:</p> <ul style="list-style-type: none"> • targeted recruitment and training for “disadvantaged” persons unemployed for over 6 months; • work placement opportunities for 14- 16 year olds; • graduate placements. <p>If successful the winning tenderer(s) will discuss the content of their Community Benefit proposal and agree a plan for the delivery of the agreed community benefits which will become a condition of the contract.</p>		
SECTION F. FAIR WORK PRACTICES		5%	
Q1.	<p><i>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.</i></p> <p><i>Public bodies in Scotland are committed to applying the Fair Work First criteria 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.</i></p> <p><i>Through this approach, the Scottish Government, and its public sector partners, are asking bidders to describe how they are committed to progressing towards adopting and how they intend to continue embedding the five Fair Work First criteria:</i></p> <ul style="list-style-type: none"> • <i>appropriate channels for effective voice, such as trade union recognition;</i> • <i>investment in workforce development;</i> • <i>no inappropriate use of zero hours contracts;</i> • <i>action to tackle the gender pay gap and create a more diverse and inclusive workplace; and,</i> • <i>providing fair pay for workers (for example, payment of the real Living Wage).</i> 		100%

	<p><i>In order to ensure the highest standards of service quality in this contract we expect suppliers to commit to progressing towards adopting the five Fair Work First criteria 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.</i></p> <p>Please describe and demonstrate how you will commit to progressing towards adopting the five Fair Work First criteria 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.</p> <p>Good answers will reassure evaluators that your company is committed to progressing towards adopting the Fair Work First criteria 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.</p>		
<p>SECTION G. BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR) (Non Scored)</p>			

	<p>Please describe any Business Contingency and Disaster Recovery (BCDR) Plans you will put in place to ensure delivery of Services also making consideration to risks during the COVID-19 pandemic, these maybe but not limited to:</p> <ul style="list-style-type: none"> • Supply Chain • Resources (Staff) • Deliveries • Use of IT • IT failure • Backups (on/off site servers) <p>Plans must also cover any mitigation actions you will put in place to ensure delivery. Please see table below:</p>						
	Threat	H/M/L Risk	H/M/L Impact	Mitigation / Actions including timescales	Responsible Owner		

ADDITIONAL QUESTIONS FOR INFORMATION PURPOSES ONLY

The following questions require a Yes/No answer and are used for statistical purposes only:

1. SCOTTISH BUSINESS PLEDGE

The Scottish Business Pledge is a Government initiative which aims for a fairer Scotland through more equality, opportunity and innovation in business. Information on this can be found at the following link:

<https://scottishbusinesspledge.scot/>

- a) Tenderers are asked to confirm if they have signed up to the Scottish Business Pledge.

YES	
NO	

2. 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 if they are accredited as a Living Wage Employer.

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

b) 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	<input type="checkbox"/>
NO	<input type="checkbox"/>

Development of Specification of Requirement

As an aid to developing a specification, customers should consider the following subject matters when drafting their specification:

Section 1 - Background & Context

Scottish Ministers have made a commitment to create a National Care Service (NCS), a new organisation which will ensure everyone who needs it can expect the same standards of care, wherever they live in Scotland. This will also include creation of new local delivery bodies to deliver services. A consultation, which closed early November 2021, launched to seek the public's views about what changes should be made. The feedback and conclusions from the consultation have been used to inform the NCS Bill introduced to Parliament in June 2022. Once that has concluded, the new organisation can be set up with the intention that it will be in place by the end of the parliamentary term.

Under some of the current options being explored, there is potential for there to be changes in staffing structures within the system. This could have significant pensions implications, as a result of pay calibration, changes in workforce terms and conditions, and impacts on pension liabilities. In order to ensure value for money in any programme of reform, it is essential to understand the cost implications of any changes made in regards to pensions. There is no decision made at this point however in what changes will take place, this is to gather evidence to allow informed decisions to be made in the future.

In order to ensure that the relevant pensions options are considered, and to guarantee best value for money in any change, the Scottish Government seeks an actuarial and legal pensions advisor who can:

- Produce a report outlining a current state analysis;
- Produce a high level options appraisal paper exploring the different possibilities for staff pensions after the creation of the National Care Service;
- Provide advice and support to Scottish Government employees on pensions implications on an ad hoc basis, in line with agreed Terms and Conditions.

Section 2 - Current Position and any anticipated changes

There are not expected to be any material changes to affect the contract as the establishment of an NCS is a Programme for Government commitment.

It should be noted there could be TUPE implications for this contract in relation to the potential movement of staff in the current system.

This contract's duration is c. 6 months, starting Summer 2022, though there may be scope to extend the length of the contract depending on need.

Section 3 - Scope

1. Pensions Analysis Report

- Produce a written report focusing on an analysis of the current state.
- In this report, include a section outlining what further information would be required to complete the options appraisal paper.

2. Pensions Options Paper

- Produce a written output exploring the pensions impact of NCS staff pensions options.
- In this paper, consider the risks, challenges and opportunities on the implications of each option.

3. Pensions Advice

- Liaise during agreed dates with Scottish Government officials on pensions considerations as a result of change in health and social care bodies due to the establishment of the NCS.
- This will be an agreed number of days which can be called upon based on agreed terms and conditions once the contract was awarded.
- Advise Scottish Government officials on necessary pensions preparations for the establishment of the NCS, taking into account any budgetary impacts not covered under the fiscal framework agreement and noting or recommending any necessary engagement required with external parties.

Section 4 - Knowledge & Experience

Have experience of:

- Legal and actuarial understanding of Scottish public sector staff pensions
- Understanding of Scottish public sector landscape particularly health and social care and HMT budget classification rules

Section 5 - Required Outcomes and Key Deliverables

- A brief **inception report** (approx. 2-3 pages) following the inception meeting. The report should outline the agreed full project plan and milestones, and include a short minute of the inception meeting.
- Monthly **updates** detailing the progress of the contract: how the work is proceeding, the emerging findings, the issues identified and next steps. These updates will be submitted via email to the contract manager. This should also include number of days of advice provided and days remaining.
- Two **reports**:
 - i) A written pensions analysis report which includes an analysis of the current state. This report should also identify any further information that will be required to complete the options paper.
 - ii) A written options paper that clearly articulates the impact of different pensions options for the NCS. It is expected this should pull on existing knowledge of Local Government, Integration Authority and NHS structures. The report should offer recommendations and guidance on opportunities to add value to the establishment of the NCS in terms of staff pensions. A draft of the options paper should be submitted to the Scottish Government for feedback before the final version is submitted.

All outputs will be sent electronically to the Contract Manager in the first instance. Both outputs should be fully proof read prior to submission. This should include checking that the documents are well laid-out, technically correct, grammatically correct and that appropriate language is used. In those cases that the client detects proof read errors, they will be returned to the contractor who will be asked to resubmit the returned document.

Tenderers are asked to note that the Client may withhold payment until it is completely satisfied that the submitted outputs meet the aims and objectives of the project.

Section 6 - Contract Period

It is intended that work will start in Summer2022 and will run for c. 6 months.

Extensions may be granted where there are exceptional circumstances, or if the need for further advice is identified during the course of the contract.

Section 7 - Geographical area covered

The supplier will deliver the work remotely, with meetings to be held using Microsoft Teams. There will be no requirement to meet in person unless by prior agreement.

Section 8 – Volume Required

N/A

Section 9 - Delivery timescales

A first draft of a report with options is to be submitted for review and validation by 22nd August 2022, and a final version of the report is to be submitted by 5th September 2022. A more detailed timeline will be agreed at the start of the contract.

Section 10 - Acceptance and Testing

N/A

Section 11 – Milestones

Milestone	Anticipated Deadline
Contract start date	1 August 2022
Inception Meeting via Teams	w/c 1 August 2022
Draft of pensions analysis report	w/c 22 nd August 2022
Final version of pensions analysis report	5th September 2022
Mid-completion meeting to discuss progress	w/c 26th September 2022
Draft options paper submitted	w/c 10th October 2022

Milestone	Anticipated Deadline
Meeting with Scottish Government representatives to discuss and provide feedback of the report	w/c 10th October 2022
Updated paper following discussion/SG feedback	w/c 24th October 2022
Anticipated Contract end date	31 December 2022

Section 12 – Sustainable Procurement

N/A

Section 13 – Interfaces/Interdependencies

N/A

Section 14 – Invoicing & Payment

Invoices should be sent to the contract manager by email and payment will be aligned with satisfactory achievement of the required outcomes and key deliverables, and milestones outlined in Section 5 and Section 11 respectively.

Section 15 – Applicable Legislation, Standards & Licences

N/A

Section 16 – Key Risks and Responsibilities

The main risk is the potential impact on staff pensions as a result of the creation of a NCS. The contract manager will continue to manage risk throughout the contract.

Section 17 - Performance Measures and Reporting

As set out above there will be key touch points through the contract and two specific deliverable reports. All meetings will be virtual unless otherwise agreed.

Section 18 - End of Contract and Exit Arrangements

End of the contract will be the written report deliverable. There are no specific handover processes required.

Section 19 – Definitions & References

N/A

Section 20 - Contract Manager contact details.

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

Scottish Government | Floor BR | St Andrew's House | Regent Road | Edinburgh EH1 3DG

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

THE SCOTTISH GOVERNMENT
SCOTTISH PROCUREMENT & PROPERTY DIRECTORATE

Invitation to Tender

Provision of Coaching

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

Our ref:CASE/590781
24th February 2022

INVITATION TO TENDER – Provision of Coaching

Dear Provider,

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

This Invitation to Tender is comprised of the following documents:

This ITT Covering Letter

Schedule 1 - Instructions to Tenderers

Schedule 2 - Specification

Schedule 3 - Evaluation Guide and Contract Award Criteria

Schedule 4 - Pricing Schedule

Schedule 5 - Form of Tender

Schedule 6 - SG Terms and Conditions for Services

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.
3. The closing date and time for submission of tenders is **12:00 on Friday 4th March 2022**. Tenders must be submitted via email to [Redacted: Exempt under 38(1)(b), FOISA]
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 to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is **12:00 on Tuesday 1st March 2022.**

Yours Faithfully

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

INVITATION TO TENDER - Coaching

CONTENTS

Schedule 1 - Instructions to Tenderers

Schedule 2 - Specification

Schedule 3 - Evaluation Guide and Selection and Award Criteria

Schedule 4 - Pricing Schedule

Schedule 5 - Form of Tender

Schedule 6 - SG Terms and Conditions 2 for Services

SCHEDULE 1 - INSTRUCTIONS TO TENDERERS

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 date and time for tender return is **Friday 4th March 2022. Scottish Government** will not enter into detailed discussions with Tenderers in relation to its requirements. All questions regarding the content of this ITT should be directed through the dedicated PCS Quick Quote messaging area by **12:00 on Tuesday 1st March 2022**. No other form of communication will be accepted. All technical queries should be directed to [PCS on telephone number 0800 222 9003](tel:08002229003) .
- 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 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.
- 1.8 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 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.
- 2.2 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).
- 2.3 The Award Criteria which will be applied to determine the Most Economically Advantageous Tender are as follows:

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

- 2.4 Full details of the Award Criteria, Sub-Weightings and Tender Evaluation methods are contained in the Evaluation Guide and Award Criteria.
- 2.5 Any contract awarded as a result of this tendering exercise will be subject to the Scottish Government Terms and Conditions for Services.

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 (PCS) Quick Quote. 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 Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS messaging function.
- 3.3 All responses to questions must be entered into the answer facility within the PCS Quick Quote 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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 messaging area by **12:00 1st March 2022**. No other form of communication will be accepted. Any technical queries related to the system should be directed to the Public Contracts Scotland helpdesk.
- 3.8 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.

- 3.9 Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS contact. Tenderers must therefore keep their contact details on the PCS system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.
- 3.10 All submissions from Tenderers will remain sealed on the PCS 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.
- 3.11 We strongly advise that you submit your response well in advance of the deadline to allow sufficient time for uploading.
- 3.12 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 will only accept the final version of the tender submission.
- 3.13 If you experience any technical difficulties, please seek advice through the Public Contracts Scotland helpdesk. The Scottish Ministers cannot assist you with technical matters and the PCS helpdesk cannot help you once the tender return deadline has passed.
- 3.14 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.
- 3.15 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.
- 3.16 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.

- 3.17 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.
- 3.18 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. Tender 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 within their response.
- 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.

SCHEDULE 1 - ANNEX A

INSTRUCTIONS TO TENDERERS

Invitation to Tender (ITT) Privacy Notice

In order to carry out its functions, Scottish Ministers 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. Scottish Ministers 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. 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 us 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.
- 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](#)

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

[Contact Data Protection Officer](#)

SCHEDULE 2 – SPECIFICATION

Eight coaching sessions, each lasting 2 hours, to take place at intervals of roughly 4-5 weeks over the course of 2022.

In addition there should be an hour's coaching discussion at the beginning and at the end of the programme between coach and stakeholders.

The same coach will deliver all of the sessions and will undertake the 360 feedback exercise.

The sessions will be online initially but will be a mix of online and face to face once the current Covid restrictions permit.

Around halfway through the coaching sessions, we will agree with coach whether we will take up the option of the 360 feedback element. If so, we will provide the names of up to 10 colleagues / stakeholders. The coach will have a discussion with each one and will produce a report designed to help clarify specifics for development and assist me in engaging with the coaching program.

There will be capacity for some email or phone support between meetings if both parties agree this is necessary.

Issues to be covered

The exact issues will be agreed after the first session but the expectation is that the work will focus on:

- Deepening self-belief and confidence in tackling demanding issues
- Stronger ability to take and implement difficult decisions
- Greater courage in delivering change
- Better use of energy and vitality
- Increased self-awareness and better understanding of impact on others
- Ensuring a visible step change in impact and performance
- Stepping out of comfort zone to a new future, and into transformative change
- Honing behaviours and substituting with those that help and don't hinder
- Developing clarity about personal vision, values, value-added and sources of vitality
- Living with ambiguity

Success measures will be agreed in detail after the first 2 sessions but are expected to focus on progress against the key issues selected from the above list. Progress will be reviewed towards the mid-point (at the point at which a decision is taken on the 360 feedback exercise) and again in the final session with the line manager.

Schedule 3 – Evaluation Guide and Selection and Award Criteria

SELECTION CRITERIA

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

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

Grounds for Mandatory Exclusion relating to Criminal Convictions

- 1. The common law offence of conspiracy; where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;**
- 2. a) Corruption; within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;**
 - b) Bribery or Corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003, where the offence relates to active bribery or corruption**
 - c) Bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;**
- 3. Fraud where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities**
 - a) the offence of cheating the Revenue**
 - b) the common law offence of fraud**
 - c) the common law offence of theft or fraud**
 - d) fraudulent trading within the meaning of section 458 of the Companies Act 1985, or section 993 of the Companies Act 2006;**
 - e) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;**
 - f) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;**
 - g) the common law offence of uttering; or**
 - h) the common law offence of attempting to pervert the course of justice;**
- 4. Terrorist offences or offences linked to terrorist activities; listed in section 41 of the Counter-Terrorism Act 2008; or Schedule 2 to that Act where the court has determined that there is a terrorist connection.**

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

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

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

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

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

Question		Answer
1	Has the bidder itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment within the last five years for one of the reasons (1-7) listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	If the answer is yes to any, please provide details including: <ul style="list-style-type: none"> • Date of conviction • Which of the points 1-7 it relates to and the reason • Name of the person convicted • A description of any measures taken by the bidder to demonstrate its reliability despite the existence of this relevant ground for exclusion 	

Grounds for Mandatory Exclusion relating to the Levels of Insurance Cover

Question	Answer
1 The Bidder confirms they already have or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated at Schedule 8 (SGTC2), section 14.3 (as a minimum):	<input type="checkbox"/> Yes, I already have this <input type="checkbox"/> No, but I commit to obtain it <input type="checkbox"/> No, and I cannot commit to obtain it <input type="checkbox"/> Not applicable – my business is exempt

2	Provide details of the coverage you refer to in Q1 (above) here:

AWARD CRITERIA

1. INTRODUCTION

- 1.1. The evaluation criteria will include consideration of Quality as well as Price. Each tender will be subjected to a Quality and Price analysis. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
- 1.2. The winning Tenderer will be determined by the Tenderer who submits 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%
- 1.3. The evaluation of tenders will comprise the following process:
 - 1.3.1. All tenders will be subject to the **Quality Analysis**
 - 1.3.2. All tenders will be subject to the **Price Analysis**
 - 1.3.3. Once both scores (Quality and Price) have been calculated, they will be added together to give the **Combined Score** for each compliant tender.

2. QUALITY ANALYSIS

- 2.1. The marks awarded will be based on the evidence submitted in the tender submissions, including any relevant attachments where requested.
- 2.2. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.

- 2.3. Each evaluator will award a mark for each question between 0 and 4, in accordance with the methodology detailed in Table 1 below:

Table 1: Scoring Guidance

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.
Evaluators can award a score of 0, 1, 2, 3 or 4.		

- 2.4. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting will be held between all members of the Tender Evaluation Panel to agree tender scores and ensure consistency of approach with regard to the Quality Analysis.
- 2.5. The moderated average of all of the Tender Evaluation Panels marks for each question will be multiplied by the relevant question weighting, to give the question weighted score.
- 2.6. Technical response 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.

3. PRICING ANALYSIS

- 3.1. To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 4), which Tenderers are to complete.
- 3.2. Lowest total tender price, determined as the Tender Sum Total following the methodology in the Pricing Schedule, will be awarded 100% of the marks available for Price. The Price Score for the remaining Tenderers will

be determined by allocating a mark for each Tenderers' Tender Sum Total relative to the lowest total tender price using the formula:

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

4. COMBINED SCORE

- 4.1. The Combined Score will be calculated by adding the Overall Quality (Technical) Score and the Overall Price (Commercial) Score together.
- 4.2. Scores will be rounded to 2 decimal places.
- 4.3. The Tenderer who achieves the highest Combined Score will be deemed to be the successful bidder, provided their tender has been deemed to be fully compliant in all other respects.
- 4.4. In the event of a tie the Scottish Ministers reserves the right to appoint the Tenderer who obtains the highest technical score.

5. TENDER CLARIFICATIONS

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

6. AWARD CRITERIA

- 6.1. The Technical Award Criteria questions are provided in Table 2 below.
- 6.2. Tender responses are to be submitted via the PCS QuickQuote system.

Table 2: Technical Award Criteria

TECHNICAL AWARD CRITERIA		Section Weighting	Question Weighting
SECTION 1. METHODOLOGY		100%	
Q1.	The tenderer must clearly explain their proposed approach to delivering the services and outline the suitability, robustness and limitations of the proposed methods. This should include your ability to work flexibly and meet the timescales outlined in the specification.		100%
SECTION 2 – Real Living Wage		NOT SCORED	
YES/NO			
Q1.	<p>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.</p> <p>YES/NO*</p> <p>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.</p>		N/A

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

SCHEDULE 4

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 shall receive payment on completion of the services. Payment shall 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).

Task	Price	Breakdown
	£	
	£	
	£	
	£	
Any other costs	£	
TOTAL	£	

SCHEDULE 5

FORM OF TENDER TO THE SCOTTISH GOVERNMENT (* DELETE AS APPROPRIATE)

*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by the Scottish Ministers, to provide the Services in the Specification of Requirements (Schedule 2) in accordance with the Schedules, at the prices entered in the Pricing Schedule (Schedule 4) and in accordance with the Scottish Government Terms and Conditions for Consultancy Services.

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

- Schedule 1 - Instructions for Tenderers
- Schedule 2 - Specification of Requirements
- Schedule 3 - Technical Proposal
- Schedule 4 - Pricing Schedule
- Schedule 5 - Form Of Tender
- Schedule 6 - Terms and Conditions

*I/We agree to abide by this tender from **4th March 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 Monday **7th March 2022 and expire on 6th March 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.

SCHEDULE 6

Acceptance of the 'Scottish Government Terms and Conditions 2 - conditions of contract for the purchase of Services is required.

<https://www.gov.scot/Topics/Government/Procurement/buyer-information/standardformsanddocs/SGtsandcs/TermsandConditions2from18April?refresh=0.4948568204322955>



SGTC2.pdf



SGTC2 - Data
Protection.docx



SGTC2 - Cyber
Security.docx

SCOTTISH PROCUREMENT

**CONTRACT FOR THE PROVISION OF
NCS PENSION ADVICE**

INFORMATION AND INSTRUCTIONS TO TENDERERS

GENERAL INFORMATION FOR TENDERERS

Overview of the Requirement

Invitation to Tender (ITT) – Contract for the Provision of a NCS Pension Advice.

Due for Return by **12:00** on **12th August 2022**

Overview of the Requirement

1. The Authority wish to award a Contract for the provision of Pension Advice.
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. Tenderers will be evaluated against a series of Selection and Award criteria which are included in the Technical envelopes within PC.

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.
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 Authority 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 **70%** of the total marks available. The Commercial Envelope is worth **30%** 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 Authority 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 messaging area by **8th August 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
18. If the Authority 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 Authority. 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 12th August 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. The Authority 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. 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 the Authority 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 Authority 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 **30%** Price to **70%** 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.

CONDITIONS OF TENDERING

Right to Reject and/or Disqualify

29. The Authority 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

30. 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), the Authority 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.

Late Tenders

31. 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

32. 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.

33. 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.
34. 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

35. Subject to the terms of the Regulations, the Authority expressly reserves 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

36. 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

37. 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.
38. 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.
39. 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
40. 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.
41. 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.
42. 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.

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.

Tender Evaluation - Technical/Quality award criteria

43. 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.
44. 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.
45. 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.
46. 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.
47. 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
Functionality		20%					18.00
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

48. 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).
49. 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

50. 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: 78	Technical Score: 62
Commercial Score: 83.33	Commercial Score: 100
Weighted Technical Score: 78 x 60% = 46.8	Weighted Technical Score: 62 x 60% = 37.20
Weighted Commercial Score: 83.33 x 40% = 33.33	Weighted Commercial Score: 100 x 40% = 40.00
Bidder A Final Score: 46.8 + 33.33 = 80.13	Bidder B Final Score: 37.20 + 40.00 = 77.20

51. 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

52. 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.
53. Where a tiebreaker is required, it will be applied to the scores of all tenderers with winning equal scores.
54. 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;
55. 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

56. Nothing in this ITT shall preclude the Authority 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).
57. Tenderers should also note that the receipt of any material or document marked “confidential” or equivalent by the Authority and/or any participating Authority should not be taken to mean that the Authority 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

58. No information contained in this ITT or in any communication made between the Authority 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

59. 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

60. Subject to the terms of the Regulations, the Authority 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

61. 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

62. The Authority, 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

63. 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

64. 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 Authority 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 Authority reserves the right to reject any response to this ITT which, in the Authority's opinion, gives rise, or may be likely to give rise to, a conflict of interest.

No Inducement or Incentive

65. 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

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](#)

EVALUATION GUIDE AND AWARD CRITERIA

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) 70%
 - Price (Commercial) 30%

2. EVALUATION PROCESS

Evaluation of tenders will follow this process:

2.1. SPD (Scotland) (Selection Stage)

- 2.1.1. The purpose of the Selection Stage is to allow the Scottish Ministers to assess tenderers' suitability, capacity and capability to provide the Services required under the proposed Contract. Tenderers must submit responses to each question contained in the SPD (Scotland) (Qualification Envelope in PCS-T). In assessing responses to the SPD (Scotland), a '**Pass/Fail**' score will be awarded to each question.
- 2.1.2. Only tenders that achieve a '**Pass**' for all questions in the SPD (Scotland) will proceed to the Quality and Price Analysis.

2.2. Quality Analysis

- 2.2.1. Tender responses to the Technical Award criteria questions, as outlined in Appendix A, will be used to perform the Quality Analysis.
- 2.2.2. 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.
- 2.2.3. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.
- 2.2.4. 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.
Evaluators can award a score of 0, 1, 2, 3 or 4.		

2.2.5. 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.

2.2.6. 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.

2.2.7. Scores will be rounded to 2 decimal places

2.2.8. 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.

2.3. **Price Analysis**

2.3.1. 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.

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

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

2.3.3. Scores will be rounded to 2 decimal places

2.4. **Combined Score**

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

- 2.4.2. The Combined Score will be calculated by adding the Overall Quality Score and the Overall Price Score together.
- 2.4.3. Scores will be rounded to 2 decimal places.
- 2.4.4. 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.
- 2.4.5. 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

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

Appendix A -

TECHNICAL AWARD CRITERIA		Section Weighting	Question Weighting
SECTION A: Overall understanding of the requirement		20%	
A1	Please set out your understanding of the project requirement and understanding of the rationale for undertaking the work, with reference to the background/context, and (if applicable) your understanding of any data sources you think are relevant to this project. In doing so, please demonstrate a clear understanding of the policy context based on your reading of the relevant section of the specification as well as your experience and other evidence.		100%
SECTION B: Proposed approach and methods to meet the aims and objectives, and to provide appropriate and useful project outputs		40%	

B1.	<p>Please provide your proposed methodology, which clearly outlines a detailed project design and demonstrates how the aims of this project will be met and the suitability of the methodology – quality and appropriateness of the approach. Please also demonstrate a sound understanding of the challenges and priorities of the contract.</p> <p>In order to address the overall scope and required outcomes and key deliverables, tenderers should clearly and in detail set out their approach to:</p> <ul style="list-style-type: none"> • Undertaking work on pensions considerations linked to local structural change in health and social care bodies as a result of the NCS, including exploring the pensions impact of different NCS scenarios, and providing advice on different options. • undertaking the analysis to address the overall aim, questions and specific objectives outlined. • preparation of the inception report, monthly updates detailing the progress of the work, and the two written reports. All reports will be prepared to a standard agreed with the Scottish Government. <p>Tenderers should specify their proposed approach to the analysis and reporting, and rationale for it to clearly and fully address the aims and objectives outlined in the specification, risks and consideration of cost implications and possible limitations and how these will be addressed.</p> <p>Tenderers are encouraged to suggest other methods they think might be suitable if possible.</p>		100%
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SECTION C: Staffing, skills and task allocation, including approach to ethics, quality assurance, Project Management and risk assessment		35%	
C1.	<p>Tenderers should provide a list of the staff that will be involved in the report at all levels, as well as their specific role in this project, what tasks they will be allocated and their suitability for these tasks. The list should briefly highlight their relevant experience and expertise (both subject matter and research expertise, e.g. with reference to similar projects they have been involved in), their estimated time to be spent on the project and the length of time they have been working with your organisation. Please state the name of the project manager, a designated deputy and a quality assurer and detail how they will ensure that all the deliverables are delivered to standard. The tenderer should demonstrate here: evidence of their ability to deliver concise reports, written in an accessible style, directly addressing the terms of reference given, to deadlines agreed; their systems in place on quality assurance, including of output at each stage, and supervision of staff. It should also address the ethical issue of ensuring that analysis is protected from bias; and quality of communication skills; written and spoken, of the proposed team.</p>		30%

C2	<p>Please provide a detailed realistic timetable for carrying out the project based on the proposed approach and method and the milestones set out in the specification . Highlight in particular any deadlines you identify as critical from the specification.</p> <p>Include timing on turnaround of reports and information on how you will ensure smooth turnaround (e.g. once you have received comments on first drafts from the Scottish Government (SG)). This section should provide information on suggested meetings, contract monitoring etc.</p>		20%
C3	<p>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.</p> <p>If there are any conflicts of interest, you should clearly state what these are and provide clear details on how these will be addressed to not bias the project.</p>		20%

C4	<p>Provide information on your data security processes, including storage and transmission of personal data and data protection that will be followed (where applicable and appropriate). In particular:</p> <ul style="list-style-type: none"> • How will the personal data be collected and recorded (on paper, computer etc)? • How and where will the data be stored? • Who will have access to the data? • How the data will be transferred. • How confidentiality and non-disclosure of identity can be assured. • How long it is proposed to retain personal data and why. • If, and for what purpose, personal information may be re-combined with survey responses. 		15%
C5	<p>Please include an explicit consideration of ethics, setting out any ethical issues including Data Protection, sampling, recruitment, informed consent, avoidance of harm and reduction of barriers to participation etc..</p>		15%
SECTION X. CLIMATE EMERGENCY (Non Scored)		0%	

Q1.	<p>The Climate Change (Emissions Reduction Targets) (Scotland) Act 2019, which amends the Climate Change (Scotland) Act 2009, sets targets to reduce Scotland's emissions of all greenhouse gases to net-zero by 2045 at the latest, with interim targets for reductions of at least 56% by 2020, 75% by 2030, 90% by 2040.</p> <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 circular economy and supporting our Carbon Management Plan.</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>Responses should also address the approach taken to ensure efficiency of logistics operations, the management of waste and energy efficiency in delivering the service.</p>		
SECTION X. COMMUNITY BENEFITS (Non Scored)		0%	

Q1.	<p>The Scottish Ministers are committed to contributing to the social, economic & environmental well-being of the people of Scotland. The Scottish Ministers have National Outcomes that underpin the core purpose of creating a more successful country, with opportunities for all of Scotland to flourish, through increasing sustainable economic growth. Tenderers are required to present a community benefit proposal with their tender detailing how, in the event that they should be successful in winning the contract, they will address the following Community Benefit themes:</p> <ul style="list-style-type: none"> • targeted recruitment and training for “disadvantaged” persons unemployed for over 6 months; • work placement opportunities for 14- 16 year olds; • graduate placements. <p>If successful the winning tenderer(s) will discuss the content of their Community Benefit proposal and agree a plan for the delivery of the agreed community benefits which will become a condition of the contract.</p>		
SECTION X. FAIR WORK PRACTICES		5%	
Q1.	<p><i>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.</i></p> <p><i>Public bodies in Scotland are committed to applying the Fair Work First criteria 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.</i></p> <p><i>Through this approach, the Scottish Government, and its public sector partners, are asking bidders to describe how they are committed to progressing towards adopting and how they intend to continue embedding the five Fair Work First criteria:</i></p> <ul style="list-style-type: none"> • <i>appropriate channels for effective voice, such as trade union recognition;</i> • <i>investment in workforce development;</i> • <i>no inappropriate use of zero hours contracts;</i> • <i>action to tackle the gender pay gap and create a more diverse and inclusive workplace; and,</i> • <i>providing fair pay for workers (for example, payment of the real Living Wage).</i> 		100%

	<p><i>In order to ensure the highest standards of service quality in this contract we expect suppliers to commit to progressing towards adopting the five Fair Work First criteria 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.</i></p> <p>Please describe and demonstrate how you will commit to progressing towards adopting the five Fair Work First criteria 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.</p> <p>Good answers will reassure evaluators that your company is committed to progressing towards adopting the Fair Work First criteria 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.</p>		
<p>SECTION X. BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR) (Non Scored)</p>	<p>0%</p>		

<p>Please describe any Business Contingency and Disaster Recovery (BCDR) Plans you will put in place to ensure delivery of Services/Goods during the COVID-19 pandemic, these maybe but not limited to:</p> <ul style="list-style-type: none"> • Supply Chain • Resources (Staff) • Deliveries • Use of IT • IT failure • Backups (on/off site servers) <p>Plans must also cover any mitigation actions you will put in place to ensure delivery. Please see table below:</p>				
Threat	H/M/L Risk	H/M/L Impact	Mitigation / Actions including timescales	Responsible Owner

ADDITIONAL QUESTIONS FOR INFORMATION PURPOSES ONLY

The following questions require a Yes/No answer and are used for statistical purposes only:

1. SCOTTISH BUSINESS PLEDGE

The Scottish Business Pledge is a Government initiative which aims for a fairer Scotland through more equality, opportunity and innovation in business. Information on this can be found at the following link:

<https://scottishbusinesspledge.scot/>

- a) Tenderers are asked to confirm if they have signed up to the Scottish Business Pledge.

YES
NO

2. 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 if they are accredited as a Living Wage Employer.

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

b) 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	<input type="checkbox"/>
NO	<input type="checkbox"/>

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

CASE/582942

SERVICES CONTRACT

-between-

(1) THE SCOTTISH MINISTERS (THE “PURCHASER”)

-and-

(2) «F3: SERVICE PROVIDER NAME...» (THE “SERVICE PROVIDER”)

-relating to the supply of-

National Care Service VAT Support

SECTION A INTRODUCTORY PROVISIONS

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- Schedule 8 Parent Company Guarantee
- Schedule 9 Data Protection
- Schedule 10 Exit Management
- Schedule 11 Cyber Security Requirements

PREAMBLE:

- ONE The Purchaser requires the provision of services;
- TWO On «F10: date contract notice published» the Purchaser's contract notice relating to the Services was published in [name of publication] with reference number «F11: reference number»;
- THREE On «F12: date SPD completed» the Service Provider completed its SPD;
- FOUR On «F13: date ITT issued» the Purchaser issued its ITT to potential Service Providers (including the Service Provider) in respect of the provision of services;
- FIVE On «F14: date Tender submitted» the Service Provider submitted its Tender;
- SIX On the basis of the Tender, the Purchaser has selected the Service Provider to supply the Services under the Contract;
- SEVEN The Contract establishes standard terms of supply for the provision of services;
- EIGHT The Contract also includes:
- a Specification setting out the Services that the Service Provider has undertaken to provide «F15: , including Service Levels setting out particular levels of service that the Service Provider has undertaken to meet»;
 - a Pricing Schedule setting out details of the pricing of the Services«F16: , including provision for Service Credits»;
 - «F17: details of Key Individuals involved in the provision of the Services»;
 - «F18: details of approved sub-contractors as at Contract award»;
 - «F19: details of the Service Provider's information which is deemed to be Service Provider Sensitive Information»;
 - Ordering Procedures prescribing the procedures for ordering particular Services; and
 - Management Arrangements for the strategic management of the relationship between the Parties.

SUBSTANTIVE PROVISIONS:

SECTION A: INTRODUCTORY PROVISIONS

1. Definitions and Interpretation

1.1. In the Contract, unless the context otherwise requires, the following terms have the meanings given to them below:

“**Assignee**” has the meaning given in clause 32.2 (Assignment).

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

“**Commencement Date**” has the meaning given in clause 4.1 (Period).

“**Contract**” means this Contract between the Parties consisting of clauses and «F20: number of Schedules» Schedules.

“**Contracting Authority**” has the meaning given in regulation 2 of the Public Contracts (Scotland) Regulations 2015;

“**Control**” has the meaning given in section 450 of the Corporation Tax Act 2010.

“**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.

“**Default**” means any breach of the obligations of a Party (including material breach) or any negligent act, omission or statement of a Party in connection with or in relation to the Contract.

“**Deliverable**” means any thing to be delivered by the Service Provider to the Purchaser and identified as a deliverable in accordance with the Ordering Procedures.

“**Employee Liabilities**” means all claims (whether in delict, contract, under statute or otherwise), demands, actions, orders, complaints, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment by way of settlement and costs and expenses and legal costs reasonably incurred in connection with any claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory, or supervisory body and of implementing any requirements which may arise from such investigation) including:

- claims for redundancy payments, unlawful deduction of wages, claims for equal pay, unfair, wrongful or constructive dismissal compensation; and
- compensation for discrimination on grounds of sex, sexual orientation, race, disability, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity and age or less favourable treatment of part-time workers or fixed term employees.

“**Employee Liability Information**” has the meaning given in TUPE.

“Environmental Information Regulations” means the Environmental Information (Scotland) Regulations 2004 (and any subordinate regulations made under them from time to time or any superseding or amending regulations) together with any guidance and/or codes or practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such regulations.

“Equipment” means equipment, plant, tackle, materials and other items supplied and used by the Service Provider’s Representatives in the performance of the Service Provider’s obligations under the Contract.

“Exit Management” means the obligations and rights of the Parties to ensure a smooth transition of the Contract from the Service Provider to the Purchaser or any Replacement Service Provider as set out in Clause 59 (Exit Management) and Schedule 10 (Exit Management).

“Exit Plan” means the exit management plan developed by the Service Provider and approved by the Purchaser in accordance with Clause 59 (Exit Management).

“Exit Management Date” means each of the following:

- (a) the date of a Termination Notice; and
- (b) if no Termination Notice has been served in relation to this Contract except for any Partial Termination, the expiry of the later of the Initial Term and any extension of the Contract agreed in writing.

“FOISA” means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time or any superseding or amending enactments or regulations, together with any guidance and/or codes of practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such legislation.

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including industrial action, fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made.

“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 Service Provider under the same or similar circumstances.

“Incoming Employees” means individuals whose employment transfers to the Service Provider on the commencement of the provision of the Services by operation of TUPE.

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

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“ITT” means the Purchaser’s invitation to tender dated «F13: date ITT issued».

“Judicial Order” means an ineffectiveness order or an order shortening the duration of the contract made in relation to the Contract under Chapter 6 of the Public Contracts (Scotland) Regulations 2015.

“Key Individuals” means the Service Provider Representatives identified as being key individuals for the provision of the Services as set out in Schedule 5.

“Law” means:

- (a) any applicable statute or proclamation or any delegate or subordinate legislation;
- (b) any enforceable right forming part of retained EU law within the meaning of the European Union (Withdrawal) Act 2018;
- (c) any applicable guidance, direction, determination, or regulations with which the Purchaser and/or the Service Provider is bound to comply;
- (d) any applicable judgment of a relevant court of law which is a binding precedent in Scotland; and
- (e) and requirements of any regulatory body;

in each case in force during the period of the Contract in Scotland.

“Management Arrangements” means the arrangements for the strategic management of the relationship between the Parties, including arrangements for monitoring of the Service Provider’s compliance with the Specification, the Service Levels, the Ordering Procedures and the terms of the Contract, set out in Schedule 4.

“Milestone” means any event or task which must be completed by a particular date, such as the delivery of a Deliverable, identified as a milestone in accordance with the Ordering Procedures.

“Order” means an order for particular Services placed in accordance with the Ordering Procedures.

“Ordering Procedures” means the procedures for ordering particular Services set out at Schedule 3.

“Outgoing Employees” means individuals whose employment transfers from the Service Provider on the ceasing of the provision of the Services by the Service Provider by operation of TUPE.

“Party” means either of the Purchaser or the Service Provider.

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

“Pricing Schedule” means the details of the pricing of the Services «F23:, including provision for Service Credits,» set out in Schedule 2.

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

“**Purchaser**” means the Scottish Ministers «F2: acting through...»

“**Purchaser Property**” means any corporeal moveable property issued or made available to the Service Provider by the Purchaser in connection with the Contract.

“**Purchaser Protected Information**” means any information provided by the Purchaser to the Service Provider which:

- carries a protective marking such as “Official”, “Secret” or “Top Secret”; or
- is exempt information as set out in Part 2 of FOISA (disregarding for that purpose whether a provision of Part 2 does not confer absolute exemption within the meaning of section 2(2) of FOISA).

“**Relevant Transfer**” has the meaning given in regulation 2(1) of TUPE.

“**Replacement Service Provider**” means any third party service provider appointed to perform the Services by the Purchaser from time to time.

“**Request for Information**” means a request for information within the meaning of section 8 of FOISA or the Environmental Information Regulations and any attempted or apparent such request.

“**Schedule**” means a schedule annexed to, and forming part of, the Contract.

“**Service Credits**” means the service credits payable to the Purchaser by the Service Provider in the event that the Service Levels are not met and identified as service credits in the Pricing Schedule.

“**Service Levels**” means the Service Levels identified as such in the Specification.

“**Service Provider**” means «F26: Service Provider legal name and details».

“**Service Provider Representatives**” means all persons engaged by the Service Provider 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 Service Provider);
- its agents, Service Providers and carriers; and
- any sub-contractors of the Service Provider (whether approved under clause 34 (Sub-contracting) or otherwise) and any employees of and workers of any such sub-contractors wholly or mainly assigned to carrying out activities in provision of the Services under the Contract.

“**Service Provider Sensitive Information**” means any information provided by the Service Provider to the Purchaser (disregarding any protective marking or assertion of confidentiality) which:

- is specified as Service Provider Sensitive Information in Schedule 7 and has not lost its sensitivity according to the justifications and durations set out in that Schedule; and
- is exempt information pursuant to sections 33(1) or 36, 38 or 39 of FOISA (having regard for that purpose to the public interest there might be in disclosing such information as referred to in section 2(1)(b) of FOISA).

“**Services**” means the Services as are to be supplied by the Service Provider to the Purchaser as set out in the Specification and as may be ordered in accordance with the Ordering Procedures.

“**SPD**” means the Single Procurement Document completed by the Service Provider and sent to the Purchaser on «F12: date SPD completed».

“**Specification**” means the Purchaser’s general requirements for the provision of services [including Service Levels] set out in Schedule 1.

“**Staffing Information**” means such information as the Purchaser may request in an anonymised format or otherwise including:

- ages;
- dates of commencement of employment or engagement;
- sex;
- job or role descriptions and objectives of role;
- details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- the identity of the employer or relevant contracting party;
- their relevant contractual notice periods and any other terms relating to termination of employment including redundancy procedures and redundancy payments;
- their wages, salaries and profit sharing arrangements as applicable;
- details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- any other Employee Liability Information.

“**Tender**” means the tender submitted by the Service Provider to the Purchaser in response to the ITT dated «F14: date Tender submitted».

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

“**Transparency Information**” means the Transparency Reports and the content of this Contract.

“Transparency Reports” means a report in accordance with Schedule 7 Part 1 (Transparency Reports) containing the contract information as set out in the table for that Part for publication by the Purchaser in the interests of transparency

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“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.

“Working Day” means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971.

“Working Hour” means an hour between 0900 hours and 1700 hours on a Working Day.

- 1.2. The interpretation and construction of the Contract is subject to the following provisions:
 - 1.2.1. words importing the singular meaning include, where the context so admits, the plural and vice versa;
 - 1.2.2. words importing the masculine include the feminine and neuter;
 - 1.2.3. reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - 1.2.4. references to any statute, enactment, order, regulation or other similar instrument are construed as a reference to the instrument as amended by any subsequent instrument or re-enacted;
 - 1.2.5. references to any person include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
 - 1.2.6. reference to “expiry or termination” of the Contract includes the making of a Judicial Order;
 - 1.2.7. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
 - 1.2.8. headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract.

2. Condition Precedent: Requirement for a Parent Company Guarantee

It shall be a condition of this Contract that, if required by the Purchaser, the Service Provider shall deliver a validly executed parent company guarantee in the form set out in Schedule 8 to this Contract. The rights and obligations of the Parties shall have no force or effect unless the parent company guarantee has been properly executed and delivered to the Purchaser. The parties acknowledge that if this condition has not been fulfilled any performance of this Contract by the Service Provider shall be at the risk of the Service Provider and the Purchaser shall not be liable for and the Service Provider irrevocably waives any entitlement to payment of any fees, expenses or other payments in relation to such performance. Where the Service Provider has failed to fulfil this condition within 14 days of the date of last

subscription of the Contract the Purchaser shall have the right to terminate the Contract by notice in writing to the Service Provider.

3. Nature of the Contract

- 3.1. The Contract is a public services contract within the meaning of regulation 2(1) of the Public Contracts (Scotland) Regulations 2015.
- 3.2. Save to the extent specifically provided for in this Contract, the Service Provider acknowledges that it is not the exclusive Service Provider of the Services to the Purchaser and as such no guarantee of work or volume of work has been granted by the Purchaser.

4. Period

- 4.1. The period of the Contract is from and including «F29 commencement date» (the “**Commencement Date**”) to and including «F30 initial expiry date», unless it is terminated earlier or extended under clause 4.2.
- 4.2. The Purchaser may, by giving notice to the Service Provider, extend the period of the Contract to a date falling no later than «F31 insert longstop expiry date». Subject to that constraint, the Purchaser may extend the period of the Contract on more than one occasion.

5. Break

The Purchaser may terminate the Contract at any time by giving not less than 3 months’ notice to the Service Provider.

6. Specification

The Service Provider must comply with the Specification.

7. Pricing Schedule

- 7.1. The Pricing Schedule sets out details of the pricing of the Services.
- 7.2. The prices in the Pricing Schedule are not to be increased for the period of the Contract.
- 7.3. Accordingly, the Service Provider may not unilaterally increase the prices in the Pricing Schedule. But nothing in the Contract prevents the Service Provider from improving on the prices in the Pricing Schedule for the purposes of a particular Order.

8. Ordering Procedures and Management Arrangements

- 8.1. The Ordering Procedures may be invoked by the Purchaser at any time during the period of the Contract.
- 8.2. The Parties must comply with the Ordering Procedures.
- 8.3. The Service Provider must maintain the capacity to supply the Services throughout the period of the Contract.
- 8.4. The Parties must comply with the Management Arrangements.

SECTION B: MISCELLANEOUS PROVISIONS INCLUDING THOSE RELATING TO PRICE, PAYMENT AND INFORMATION

9. Service Provider's Status

At all times during the period the Service Provider is an independent service provider and nothing in the Contract establishes a contract of employment, a relationship of agency or partnership or a joint venture between the Parties or between the Purchaser and any Service Provider Representative. Accordingly, neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

10. Notices

10.1. Any notice or other communication which is to be given by a Party to the other under the Contract must be:

10.1.1. given in writing;

10.1.2. addressed in accordance with clause 10.3; and

10.1.3. sent by letter (delivered by hand, first class post or by recorded delivery or special delivery), fax or e-mail.

10.2. Provided the relevant communication is not returned or rejected as undelivered, the notice or communication is deemed to have been given:

10.2.1. 2 Working Days after the day on which the letter was posted; or

10.2.2. 4 Working Hours after the communication was sent, in the case of fax or email.

10.3. For the purposes of this clause, the address of each Party is:

10.3.1. For the Purchaser:

Atlantic Quay, Glasgow, G2 8LU

For the attention of: [Redacted: Exempt under 38(1)(b), FOISA]

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

10.3.2. For the Service Provider:

«F43: Service Provider address for notices»

For the attention of: «F44: Service Provider individual contact for notices»

Tel: «F45: Service Provider phone number»

E-mail: «F47: Service Provider e-mail address for notices»

10.4. Either Party may change its address details by serving a notice in accordance with this clause.

10.5. Notices under clause 13.1 (Termination on Insolvency or Change of Control) may be sent to the Purchaser's trustee, receiver, liquidator or administrator, as appropriate.

11. Price

11.1. In consideration of the Service Provider's performance of its obligations relating to an Order, the Purchaser must pay:

11.1.1. the price due in accordance with the Pricing Schedule and the Ordering Procedures; and

11.1.2. a sum equal to the value added tax chargeable at the prevailing rate.

11.1.3. The Service Provider may not suspend the provision of services if it considers that the Purchaser has failed to pay the price due.

12. Payment and Invoicing

- 12.1. The Purchaser must pay all sums due to the Service Provider within 30 days of receipt of a valid invoice.
- 12.2. The Service Provider must render invoices monthly in arrears.
- 12.3. The Service Provider must ensure that each invoice contains appropriate Contract and Order references and a detailed breakdown of the Services provided. The Service Provider must supply such other documentation reasonably required by the Purchaser to substantiate any invoice.
- 12.4. Value added tax, where applicable, must be shown separately on all invoices as a strictly net extra charge.
- 12.5. Interest is payable on the late payment of any undisputed sums of money in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. In the case of sums due by the Purchaser, the sums referred to in this clause must be properly invoiced by the Service Provider.
- 12.6. In this clause 12, 'valid invoice' includes an electronic invoice meeting all the requirements set out in regulation 70A of the Public Contracts (Scotland) Regulations 2015 or regulation 44A of the Concession Contracts (Scotland) Regulations 2016.

13. Recovery of Sums Due

- 13.1. Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider to the Purchaser, the Purchaser may deduct that sum from any sum due to the Service Provider whether under the Contract or otherwise.
- 13.2. The Service Provider must make any payments due to the Purchaser without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Purchaser to the Service Provider.

14. Data Protection

- 14.1. The Service Provider acknowledges that Personal Data described in the scope of Schedule 9 (Data Protection) may be Processed in connection with the Services under this Contract. For the purposes of any such Processing, Parties agree that the Service Provider acts as the Data Processor and the Purchaser acts as the Data Controller.
- 14.2. 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 clause 14 are without prejudice to any obligations and duties imposed directly on the Service Provider under Data Protection Laws and the Service Provider hereby agrees to comply with those obligations and duties.
- 14.3. The Service Provider 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.
- 14.4. The Service Provider 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.
- 14.5. The Service Provider must:

- 14.5.1. 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 Service Provider is subject; in which case the Service Provider 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 Service Provider's obligations under this Contract or as is required by the Law;
- 14.5.2. subject to clause 14.5.1 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;
- 14.5.3. take all reasonable steps to ensure the reliability and integrity of any Service Provider Representatives who have access to the Personal Data and ensure that the Service Provider Representatives:
 - (a) are aware of and comply with the Service Provider's duties under this clause;
 - (b) are subject to appropriate confidentiality undertakings with the Service Provider 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.
- 14.5.4. implement appropriate technical and organisational measures including those 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.
- 14.6. The Service Provider 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 Service Provider 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.
- 14.7. If the Service Provider engages a sub-contractor for carrying out Processing activities on behalf of the Purchaser, the Service Provider 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 Service Provider shall remain fully liable to the Purchaser for the performance of the sub-contractor's performance of the obligations.
- 14.8. The Service Provider 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.
- 14.9. The Service Provider 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.

14.10 Taking into account the nature of the Processing and the information available, the Service Provider 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 .

14.11 At the end of the provision of Services relating to processing the Service Provider 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.

14.12 The Service Provider must:

- (a) provide such information as is necessary to enable the Purchaser to satisfy itself of the Service Provider's compliance with this clause 14;
- (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 clause 14 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 Data Protection Laws.

14.13 The Service Provider must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Purchaser containing the information set out in Article 30(2) of the UK GDPR .

14.14 If requested, the Service Provider must make such records referred to clause 14.13 available to the Information Commissioner on request and co-operate with the Information Commissioner in the performance of its tasks.

14.15 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under clause 14.14 with minimum disruption to the Service Provider's day to day business.

14.16 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Purchaser publishes an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Service Provider should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of payment) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

15. Transparency and Freedom of Information

15.1 The Service Provider acknowledges that the Purchaser is subject to the requirements of FOISA and the Environmental Information Regulations. The Service Provider shall:

(a) provide all necessary assistance and cooperation as the Purchaser may reasonably request to enable the Purchaser to comply with its obligations under FOISA and Environmental Information Regulations;

(b) transfer to the Purchaser all Requests for Information relating to this Contract that the Service Provider receives as soon as practicable and in any event within 2 Working Days of receipt;

(c) provide the Purchaser with a copy of all information held on behalf of the Purchaser which is requested in a Request For Information and which is in the Service Provider's possession or control. The information must be provided within 5 Working Days (or such other period as the Purchaser may reasonably specify) in the form that the Purchaser requires.

(d) not respond directly to a Request For Information addressed to the Purchaser unless authorised in writing to do so by the Purchaser.

15.2 If the Request for Information appears to be directed to information held by the Purchaser, the Service Provider must promptly inform the applicant in writing that the Request for Information can be directed to the Purchaser.

15.3 If the Purchaser receives a Request for Information concerning the Contract, the Purchaser is responsible for determining at its absolute discretion whether the information requested is to be disclosed to the applicant or whether the information requested is exempt from disclosure in accordance with FOISA or the Environmental Information Regulations.

15.4 The Service Provider acknowledges that the Purchaser may, acting in accordance with the Purchaser's Code of Practice on the Discharge of Functions of Public Authorities issued under section 60(5) of FOISA (as may be issued and revised from time to time), be obliged under FOISA or the Environmental Information Regulations to disclose information requested concerning the Service Provider or the Contract:

15.4.1 in certain circumstances without consulting the Service Provider, or

15.4.2 following consultation with the Service Provider and having taken its views into account.

15.5 Where 15.4.1 applies the Purchaser must take reasonable steps, if practicable, to give the Service Provider advance notice of the fact of disclosure or, failing that, draw the fact of disclosure to the attention of the Service Provider after such disclosure to the extent that it is permissible and reasonably practical for it to do.

15.6 Where a Request for Information concerns Service Provider Sensitive Information specified in Schedule 7 (having regard to the justifications and durations set out there), the Purchaser must take reasonable steps, where practicable, to consult with the Service Provider before disclosing it pursuant to a Request for Information.

15.7 The Service Provider acknowledges that Transparency Reports and the content of this Contract including any Amendments, agreed from time to time, (together the "Transparency Information") are not Service Provider Sensitive Information. However, if the Purchaser believes that publication of any element of the Transparency Information should be treated as Service Provider Sensitive Information the Purchaser may, in its discretion exclude such information from publication.

15.8 Notwithstanding any other provision of this Contract, the Service Provider hereby gives consent for the Purchaser to publish to the general public, the Transparency Information in its entirety. The Purchaser shall, prior to publication, consult with the Service Provider on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

15.9 The Service Provider shall assist and co-operate with the Purchaser to enable the Purchaser to publish the Transparency Information including the preparation of Transparency Reports.

15.10 The Purchaser shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Contract is being performed, having regard to the context of the wider commercial relationship with the Service Provider.

15.11 The Service Provider agrees that any further Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Purchaser upon request, unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of FOISA. The Purchaser may disclose such information under FOISA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to clause 17.3.3) publish such Information. The Service Provider shall provide to the Purchaser within 5 working days (or such other period as the Purchaser may reasonably specify) any such Information requested by the Purchaser.

15. Purchaser Protected Information

15.1. The Service Provider must:

15.1.1. treat all Purchaser Protected Information as confidential and safeguard it accordingly, implementing appropriate technical and organisational measures to protect Purchaser Protected Information against disclosure;

15.1.2. only use the Purchaser Protected Information for the purposes of performing its obligations under the Contract;

15.1.3. only disclose the Purchaser Protected Information to such Service Provider Representatives that are directly involved in the performance of the Contract and need to know the information; and

15.1.4. not disclose any Purchaser Protected Information without the prior written consent of the Purchaser.

- 15.2. The Service Provider must immediately notify the Purchaser of any breach of security concerning the Purchaser Protected Information. The Service Provider must fully co-operate with the Purchaser in any investigation that the Purchaser considers necessary to undertake as a result of any such breach of security.
- 15.3. Clause 15.1 does not apply to the extent that:
- 15.3.1. disclosure is required by law or by order of any competent court or tribunal;
 - 15.3.2. information is in the possession of the Service Provider without restriction as to its disclosure prior to its disclosure by the Purchaser;
 - 15.3.3. information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 15.3.4. information is already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 15.3.5. information is independently developed without access to the Purchaser Protected Information.
- 15.4. Breach of this clause or the Official Secrets Acts 1911 to 1989 by the Service Provider is a material breach for the purposes of clause 12.1.3 (Termination Rights).

16. Purchaser Protected Information

- 16.1. The Service Provider must:
- 16.1.1. treat all Purchaser Protected Information as confidential and safeguard it accordingly, implementing appropriate technical and organisational measures to protect Purchaser Protected Information against disclosure;
 - 16.1.2. only use the Purchaser Protected Information for the purposes of performing its obligations under the Contract;
 - 16.1.3. only disclose the Purchaser Protected Information to such Service Provider Representatives that are directly involved in the performance of the Contract and need to know the information; and
 - 16.1.4. not disclose any Purchaser Protected Information without the prior written consent of the Purchaser.
- 16.2. The Service Provider must immediately notify the Purchaser of any breach of security concerning the Purchaser Protected Information. The Service Provider must fully co-operate with the Purchaser in any investigation that the Purchaser considers necessary to undertake as a result of any such breach of security.
- 16.3. Clause 15.1 does not apply to the extent that:
- 16.3.1. disclosure is required by law or by order of any competent court or tribunal;
 - 16.3.2. information is in the possession of the Service Provider without restriction as to its disclosure prior to its disclosure by the Purchaser;
 - 16.3.3. information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 16.3.4. information is already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

- 16.3.5. information is independently developed without access to the Purchaser Protected Information.
- 16.4. Breach of this clause or the Official Secrets Acts 1911 to 1989 by the Service Provider is a material breach for the purposes of clause 12.1.3 (Termination Rights).

17. Service Provider Sensitive Information

- 17.1. The Purchaser must:
 - 17.1.1. treat all Service Provider Sensitive Information as confidential and safeguard it accordingly; and
 - 17.1.2. not disclose any Service Provider Sensitive Information to any other person without the prior written consent of the Service Provider.
- 17.2. Clause 17.1 does not apply to the extent that:
 - 17.2.1. disclosure is required by law or by order of any competent court or tribunal;
 - 17.2.2. information is in the possession of the Purchaser without restriction as to its disclosure prior to its disclosure by the Service Provider;
 - 17.2.3. information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 17.2.4. information is already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 17.2.5. information is independently developed without access to the Service Provider Sensitive Information.
- 17.3. Nothing in this Contract prevents the Purchaser from disclosing any Service Provider Sensitive Information or any other information concerning the Service Provider or the Contract:
 - 17.3.1. pursuant to a Request for Information concerning the information (see clause **Error! Reference source not found.** (Transparency and Freedom of Information));
 - 17.3.2. in accordance with the Purchaser's publication scheme (within the meaning of section 23 of FOISA) as reviewed from time to time;
 - 17.3.3. in accordance with the requirements of Part 3 of the Public Services Reform (Scotland) Act 2010;
 - 17.3.4. in accordance with any future policies of the Purchaser concerning the routine disclosure of government information in the interests of transparency;
 - 17.3.5. to any consultant, Service Provider or other person engaged by the Purchaser, for example to conduct a gateway review;
 - 17.3.6. in response to a Parliamentary Question from a Member of the Scottish Parliament , a member of the 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, and 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 or Members of the United Kingdom Parliament; or

17.3.7. for the purpose of any examination by any auditors of the Purchaser (including Audit Scotland, the Auditor General for Scotland and the Scottish Parliament) of the economy, efficiency and effectiveness with which the Purchaser has used its resources.

17.4. The Service Provider consents to the publication of the Contract by the Purchaser, subject to such redactions as the Purchaser may decide to make. The Purchaser may consult with the Service Provider to inform its decisions concerning redaction (for example to exclude any Service Provider Sensitive Information) but any decisions taken by the Purchaser are final and conclusive.

18. [Audit

18.1. The Service Provider must retain and maintain until 5 years after the end of the Contract period full and accurate records of the Contract including the Orders placed, the Services provided and payments made and reimbursed under it.

18.2. The Service Provider must on request, and without any charge to the Purchaser, afford the Purchaser, or the Purchaser's representatives, such access to those records as may reasonably be requested by the Purchaser in connection with the Contract.]

18. Audit and Records Management – NOT USED

19. Publicity

The Service Provider must not make any press announcement or otherwise publicise the Contract in any way, except with the written consent of the Purchaser.

SECTION C: PROVISION OF SERVICES

20. Provision of the Services

20.1. The Service Provider must provide the Services:

20.1.1. in accordance with the Specification «F6:, the Service Levels» and the Ordering Procedures;

20.1.2. in accordance with the particular requirements of each Order; and

20.1.3. to the satisfaction of the Purchaser acting reasonably.

20.2. The Service Provider acknowledges that the Purchaser relies on the skill, care, diligence and judgment of the Service Provider in the supply of the Services and the performance of its obligations under the Contract.

20.3. For each Order for the provision of services, subject to any contrary requirements of the Purchaser communicated in accordance with the Ordering Procedures, the provisions of this Section C apply.

- 20.4. The period for any Order agreed in accordance with the Ordering Procedures may be brought to an earlier end upon 3 months' notice by the Purchaser.

21. Deliverables and Milestones

- 21.1. The Service Provider must provide the Services, including any Deliverables:
- 21.1.1. at the date(s), time(s) and location(s) required by the Purchaser; and
 - 21.1.2. in good time to meet any Milestones required by the Purchaser.
- 21.2. When the Service Provider believes acting reasonably that it has provided any Deliverable or completed any Milestone in accordance with the Contract it must notify the Purchaser.
- 21.3. The Purchaser may thereafter by notice to the Service Provider:
- 21.3.1. accept the provision of the Deliverable or the completion of the Milestone (as appropriate), having regard to any acceptance criteria communicated in accordance with the Ordering Procedures; or
 - 21.3.2. providing reasons, reject the provision of the Deliverable or the completion of the Milestone.
- 21.4. Where the Purchaser rejects the completion of a Milestone or provision of a Service or Deliverable in accordance with clause 21.3.2, the Service Provider must at its expense immediately rectify or remedy any defects and/or delays.
- 21.5. Risk and ownership in any Deliverables that are corporeal moveables and in any physical media in which any Deliverables are delivered vests in the Purchaser upon acceptance in accordance with this clause.
- 21.6. Whether the defect or delay is due to the Purchaser or not, the Service Provider shall deploy all additional resources to address the consequences of the default or delay. Where such default or delay is solely due to the Purchaser, any additional costs in respect of the said additional resources shall be agreed between the parties both acting reasonably.

SECTION D: STAFF INVOLVED IN THE PROVISION OF SERVICES

22. Key Individuals

- 22.1. The Service Provider acknowledges that the Key Individuals are essential to the proper provision of the Services to the Purchaser.
- 22.2. The Key Individuals must not be released from providing the Services without the approval of the Purchaser, except by reason of long-term sickness, maternity, paternity, adoption or parental leave, termination of employment or equivalent extenuating circumstances. Where such extenuating circumstances arise or are foreseeable, the Service Provider must immediately give notice of that fact to the Purchaser.
- 22.3. The Service Provider may propose a replacement to a Key Individual (and must do so when a Key Individual is to be released from providing the Services), in which case:
- 22.3.1. appropriate arrangements must be made to minimise any adverse impact on the Contract which could be caused by the change in Key Individuals (including, wherever possible, a transfer period of sufficient duration to allow for the transfer of know-how and skills); and

22.3.2. the replacement must be of at least equal status and of equivalent qualifications, experience, training and skills to the Key Individual being replaced and must be fully competent to carry out the responsibilities of that person in relation to the Services.

22.4. Any proposed replacement to a Key Individual is subject to the approval of the Purchaser. Subject to the Service Provider's compliance with this clause, the Purchaser must not unreasonably withhold such approval.

23. Offers of Employment

23.1. For the duration of the Contract and for a period of 12 months thereafter the Service Provider must not employ or offer employment to any of the Purchaser's employees who have been associated with the Contract and/or the contract management of the Contract without the Purchaser's prior approval.

23.2. This clause does not prevent the Service Provider from employing or offering employment to any person who has applied for employment in response to an advertisement placed in the normal course of business and not placed with the objective of soliciting the Purchaser's employees.

24. Staff transfer at commencement

24.1. «F36 The Parties agree that the commencement of the provision of the Services by the Service Provider does not involve a Relevant Transfer.»

24.2. The Parties agree that the commencement of the provision of the Services by the Service Provider may constitute a Relevant Transfer in respect of the Incoming Employees.

24.3. The Service Provider is responsible for all emoluments and outgoings in respect of the Incoming Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, pay as you earn and national insurance contributions and pension contributions) which are attributable in whole or in part to the period from the date of the Relevant Transfer, including bonuses or commission which are payable on or before the date of the Relevant Transfer but attributable in whole or in part to the period from the date of the Relevant Transfer.

24.4. The Service Provider indemnifies the transferor (as defined in TUPE) against all Employee Liabilities which the transferor may incur in respect of the emoluments and outgoings referred to in clause 24.3.

25. Information about employees

25.1. The Purchaser may at any time by notice require the Service Provider to disclose such information as the Purchaser may require to the Purchaser or at the direction of the Purchaser to any prospective Replacement Service Provider relating to the manner in which the Services are organised or about any employee who is wholly mainly assigned to carrying out activities in provision of the Services, whether employed by the Service Provider or Service Provider Representatives ("**Assigned Employee**"). The information required by the Purchaser about Assigned Employees may include Employee Liability Information and/or Staffing Information.

25.2. The Service Provider must disclose by notice all such information as is required by the Purchaser under clause 25.1, within such reasonable period specified by the Purchaser. The Service Provider acknowledges that the Data Protection Laws do not prevent the disclosure of anonymised data that is not Personal Data.

- 25.3. The Service Provider warrants for the benefit of the Purchaser and any Replacement Service Provider that all information provided pursuant to this clause shall be true and accurate in all material respects at the time of providing the information. The Purchaser may at any time require the Service Provider to confirm whether information provided under this clause remains true and accurate in all material respects or ask it to provide updated information.
- 25.4. The Purchaser shall be permitted to use and disclose all of the information provided by the Service Provider under this clause for the purpose of rendering the Services and/or inviting bids from any prospective Replacement Service Provider.

26. Staff transfer on expiry or termination

- 26.1. «F37 The Parties agree that the ceasing of the provision of the Services by the Service Provider does not involve a Relevant Transfer.»
- 26.2. The Parties Agree that the ceasing of the provision of the Services by the Service Provider may constitute a relevant Transfer in respect of the Outgoing Employees.
- 26.3. The Service Provider shall comply, and shall procure that each Service Provider Representative shall comply, with all of its obligations under TUPE and shall perform and discharge, and procure that each Service Provider Representative shall perform and discharge all of its obligations in respect of all the Outgoing Employees arising in respect of the period up to (and including) the date of the Relevant Transfer.
- 26.4. The Service Provider indemnifies the Purchaser and any Replacement Service Provider against any and all Employee Liabilities which the Purchaser or any Replacement Service Provider may suffer as a result of or in connection with:
- 26.4.1. the provision of information pursuant to clause 25;
- 26.4.2. any claim or demand by any Outgoing Employee (whether in contract, delict, under statute or otherwise) and whether made before, on or after the date of the Relevant Transfer arising directly or indirectly from any act, fault or omission of the Service Provider or any Service Provider Representative in respect of any Outgoing Employee on or before the date of the Relevant Transfer;
- 26.4.3. any failure by the Service Provider or any Service Provider Representative to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Purchaser or any replacement service provider to comply with its obligations under regulation 13 of TUPE; and
- 26.4.4. any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Outgoing Employees arising from or connected with any failure by the Service Provider or any Service Provider Representative to comply with any legal obligation to such trade union, body or person.
- 26.4.5. any act or omission of the Service Provider or any Service Provider Representative whether occurring before, on or after the date of the Relevant Transfer or any other matter, event or circumstance occurring or having its origin on or before the date of the Relevant Transfer.
- 26.4.6. the breach or non-observance by the Service Provider or any Service Provider Representative occurring on or before the date of the Relevant Transfer of any collective agreement applicable to the Outgoing Employees or any custom or practice in respect of any Outgoing Employees that a Replacement Service Provider is contractually bound to honour.

- 26.4.7. any claim made by or in respect of any person employed by the Service Provider or any Service Provider Representative other than an Outgoing Employee for whom it is alleged the Purchaser or a Replacement Service Provider may be liable by virtue of this Contract or TUPE.
- 26.5. The Service Provider is responsible for all emoluments and outgoings in respect of the Outgoing Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, pay as you earn and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the date of the Relevant Transfer (including bonuses or commission which are payable after the date of the Relevant Transfer but attributable in whole or in part to the period on or before the date of the Relevant Transfer).
- 26.6. The Service Provider indemnifies the Purchaser and any replacement service provider against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and any other liabilities which the Purchaser or replacement service provider may incur in respect of the emoluments and outgoings referred to in clause 26.5.
- 26.7. The Service Provider shall, and shall procure that each Service Provider Representative shall, promptly provide to the Purchaser and any Replacement Service Provider, in writing such information as is necessary to enable the Purchaser and/or the Replacement Service Provider to carry out their respective duties under regulation 13 of TUPE, as the case may be.
- 26.8. The Service Provider shall provide, and shall procure that each Service Provider Representative shall provide, all reasonable cooperation and assistance to the Purchaser and any Replacement Service Provider to ensure the smooth transfer of the Outgoing Employees including, without prejudice to the foregoing generality, providing sufficient information in advance of the date of the Relevant Transfer to ensure that all necessary payroll arrangements can be made to enable the Outgoing Employees to be paid as appropriate.
- 26.9. The Service Provider warrants to the Purchaser that during the period of 6 months immediately prior to the expiry of the Contract it will not (and will ensure that any Service Provider Representatives will not) without the prior consent of the Purchaser:
- increase the total employment costs of the Assigned Employees [in any material way];
 - amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Assigned Employee other than where such amendment or variation has previously been agreed in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services;
 - terminate or give notice to terminate the employment or engagement of any Assigned Employee, other than in circumstances in which the termination is for reasons of misconduct or lack of capability;
 - transfer away, remove, reduce or vary the involvement of any of the Assigned Employees from or in the provision of the Services other than where such transfer or removal:
 - was planned as part of the individual's career development;
 - takes place in the normal course of business; and
 - will not have any adverse impact upon the delivery of the Services by the Service Provider, provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services;
 - recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services 6 months prior expiry of the Contract.

27. Security

- 27.1 The Service Provider must comply with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and such modifications to those policies or replacement policies as are notified to the Service Provider from time to time.
- 27.2 The Service Provider must notify the Purchaser of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.

SECTION E: PROVISIONS RELATING TO INTELLECTUAL PROPERTY AND GOVERNANCE

28. Parties' pre-existing Intellectual Property Rights

Except as expressly provided for in the Contract, neither Party acquires any interest in or license to use the other Party's Intellectual Property Rights as they subsist at the Commencement Date or as developed independently of the Contract.

29. Specially Created Intellectual Property Rights

- 29.1. All Intellectual Property Rights and any reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material prepared by or for the Service Provider on behalf of the Purchaser for use, or intended use, in relation to the performance by the Service Provider of its obligations under the Contract belong to the Purchaser.
- 29.2. The Service Provider assigns to the Purchaser, with full title guarantee, all Intellectual Property Rights which may subsist in the materials referred to in clause 29.1. This assignment takes effect on the Commencement Date or as an assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Service Provider. The Service Provider must execute all documentation necessary to effect this assignment.

30. Licences of Intellectual Property Rights

- 30.1. The Service Provider grants to the Purchaser a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed prior to the Commencement Date and which the Purchaser reasonably requires in order to enjoy the benefit of the Services.
- 30.2. The Service Provider grants to the Purchaser a perpetual, royalty-free, irrevocable and exclusive license to use all Intellectual Property Rights referred to in clause 29.1 above (Specially Created Intellectual Property Rights).»
- 30.3. The Service Provider must ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Purchaser a royalty-free, irrevocable and non-exclusive licence or, if itself a licensee of those rights, grants to the Purchaser an authorised and equivalently wide sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights. Such licence or sub-licence must be non-exclusive, perpetual, royalty free and irrevocable.

31. Claims relating to Intellectual Property Rights

- 31.1. The Service Provider must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under the Contract and must ensure that the provision of the Services and the use or possession of the Deliverables does not infringe such Intellectual Property Rights.
- 31.2. The Service Provider must promptly notify the Purchaser if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Right which may affect the use or possession of the Deliverables or which may affect the provision of the Services.
- 31.3. Where a claim to which this clause applies is made, the Service Provider must, at its expense, use its best endeavours to:
- 31.3.1. modify the Services or Deliverables or substitute alternative Services or Deliverables (in any case without reducing performance or functionality) so as to avoid the infringement or alleged infringement of the Intellectual Property Rights; or
 - 31.3.2. procure the grant of a licence or licences from the pursuer, claimant or complainer, on terms acceptable to the Purchaser, so as to avoid the infringement or alleged infringement of the Intellectual Property Rights of the pursuer, claimant or complainer.
- 31.4. The Service Provider must not without the consent of the Purchaser make any admissions which may be prejudicial to the defence or settlement of any claim to which this clause applies.

32. Assignment

- 32.1. The Service Provider may not assign its interest in the Contract or any part of it without the prior written consent of the Purchaser.
- 32.2. Notwithstanding clause 32.1, the Service Provider may assign to another person (an "**Assignee**") the right to receive the price due to the Service Provider under the Contract subject to:
- 32.2.1. deduction of sums in respect of which the Purchaser exercises its right of recovery under clause 13 (Recovery of Sums Due); and
 - 32.2.2. all the related rights of the Purchaser under the Contract in relation to the recovery of sums due but unpaid.
- 32.3. The Service Provider must notify or ensure that any Assignee notifies the Purchaser of any variations to the arrangements for making payments 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 is under no obligation to vary its arrangements for making payments or for handling invoices.
- 32.4. Subject to clause 32.6, the Purchaser may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority; or
 - (b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Purchaser; or
 - (c) any private sector body which substantially performs the functions of the Purchaser,
- provided that any such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations under the Contract.

- 32.5 Any change in the legal status of the Purchaser such that it ceases to be a Contracting Authority shall not, subject to clause 32.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Purchaser.
- 32.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause 32.4 to a body which is not a Contracting Authority or if there is a change in the legal status of the Purchaser such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “**Transferee**”):
- (a) the rights of termination of the Purchaser in clauses 57 (Termination Rights) and 58 (Termination on Insolvency and Change of Control) shall be available to the Service Provider in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
 - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Service Provider.
- 32.7 The Purchaser may disclose to any Transferee any Confidential Information of the Service Provider which relates to the performance of the Service Provider’s obligations under the Contract. In such circumstances the Purchaser shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Service Provider’s obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

33. Change of Control

The Service Provider must notify the Purchaser:

- 33.1. whenever it proposes to undergo a change of Control, or a change of control is likely to occur; and
- 33.2. immediately following a change of Control that has occurred.

34. Sub-Contracting

- 34.1. «The Purchaser approves the appointment of the sub-contractors specified in Schedule 6 (Approved Sub-contractors) in respect of the obligations specified in that Schedule.
- 34.2. The Service Provider may not sub-contract its obligations under the Contract without the prior written consent of the Purchaser. Sub-contracting of any part of the Contract shall not relieve the Service Provider of any obligation or duty attributable to the Service Provider under the Contract. The Service Provider shall be responsible for the acts and omissions of its sub-Service Providers as though they are its own.
- 34.3. Where the Service Provider enters into a sub-contract the Service Provider must ensure that a provision is included which:
 - 34.3.1. requires payment to be made of all sums due by the Service Provider to the sub-contractor 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 Service Provider 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 Service Provider 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 Service Provider, payment must be made to the sub-contractor without deduction;

- 34.3.2. 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;
- 34.3.3. requires that all contracts with subcontractors and suppliers which the subcontractor intends to procure, and which the subcontractor has not before the date of this Contract, already planned to award to a particular supplier are advertised through the Public Contracts Scotland procurement portal (www.publiccontractsscotland.gov.uk) and awarded following a fair, open, transparent and competitive process proportionate to the nature and value of the contract; and
- 34.3.4. is in the same terms as that set out in this clause 34.3 (including for the avoidance of doubt this clause 34.3.4) subject only to modification to refer to the correct designation of the equivalent party as the Service Provider and sub-contractor as the case may be.

34.4. The Service Provider shall also include in every sub-contract:

- 34.4.1 a right for the Service Provider to terminate that sub-contract if the relevant sub-contractor 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 clause 57.3 (Termination Rights) occur; and
- 34.4.2 a requirement that the sub-contractor includes a provision having the same effect as 34.4.1 in any sub-contract which it awards.

In this clause 34.4, 'sub-contract' means a contract between two or more service providers, 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.

- 34.5. Where requested by the Purchaser, copies of any sub-contract must be sent by the Service Provider to the Purchaser as soon as reasonably practicable.
- 34.6. Where the Service Provider proposes to enter into a sub-contract it must:
 - 34.6.1 advertise its intention to do so in at least one trade journal, [at least one newspaper circulating in [*refer to locality*]] and the Public Contracts Scotland Portal; and
 - 34.6.2 follow a procedure leading to the selection of the sub-contractor which ensures reasonable competition following principles of equal treatment, non-discrimination and transparency and which ensures that such procedure is accessible by small and medium enterprises.

34A. Supply Chain Transparency and Protections

Knowledge of the supply chain

34A.1. In performing its role as a reseller, the Service Provider will use its reasonable endeavours to ensure that the suppliers operating in its supply chain (the "Service Provider's Suppliers") prepare and maintain a written supplier code of conduct or supplier policy that addresses the following.

- child labour,
- forced labour,
- working hours,
- wages,
- discrimination,
- health and safety,
- freedom of association,
- collective bargaining,
- disciplinary practices,
- humane treatment of workers,
- training,
- engagement with NGOs, and
- worker grievance procedures .

The Service Provider will provide the Purchaser with a copy of the Service Provider's suppliers codes of conduct or supplier policies on request.

34A.2. The Service Provider will use its reasonable endeavours to ensure that the Service Provider's Suppliers prepare and maintain appropriate policies and procedures to identify, manage and mitigate labour and human rights risks in their supply chains relevant to this Contract (the "Service Provider Supply Chain").

34A.3. The Service Provider will, within 20 Working Days of the Contract Commencement Date, provide the Purchaser with the names, locations and details of the roles of suppliers (including details of the factories used by suppliers and specific components produced in each factory) within the Service Provider Supply Chain. The Service Provider will notify the Purchaser of any changes as soon as reasonably practicable.

34A.4. Not used.

Supply chain working conditions

34A.5. The Service Provider will submit an annual written report to the Purchaser outlining the Service Provider's objectives, targets and specific actions for monitoring and improving labour standards and working conditions within the Service Provider Supply Chain.

34A.6. The Service Provider will take all reasonable steps to ensure that all Goods supplied under this Contract are produced in accordance with all International Labour Organisation (ILO) conventions that have been ratified by the country of their origin.

34A.7. In respect of the Service Provider Supply Chain and the Service Provider's Suppliers, the Service Provider must ensure the following:

34A.7.1. forced, bonded (including debt bonded) or indentured labour, involuntary or exploitative prison labour, slavery or trafficking of persons is not permitted;

34A.7.2. child labour is not used in any stage of manufacturing or in the provision of services or supplies;

34A.7.3. workers do not undertake excessive working hours. For the purposes of this Contract, working hours must not exceed the maximum set by local law; a working week must not be more than 60 hours per week, including overtime, except in emergency or unusual situations and workers shall be allowed at least one day off every seven days;

34A.7.4. compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits; in compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates; that

deductions from wages as a disciplinary measure shall not be permitted; that for each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed; and that all use of temporary, dispatch and outsourced labour will comply with local laws;

34A.7.5. all workers must have the right to form and join trade unions, of their own choosing, to bargain collectively and to engage in peaceful assembly and the right of workers to refrain from such activities must be respected;

34A.7.6. workers must not be subject to any harsh or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment;

34A.7.7. workers must not be subject to harassment or unlawful discrimination; and

34A.7.8. workers must be provided with safe and healthy working conditions.

34A.8. In respect of the Service Provider Supply Chain and the Service Provider's Suppliers, the Service Provider will use its reasonable endeavours to ensure the following:

34A.8.1. compliance with all applicable whistleblowing laws, statutes and regulations in force from time to time in the jurisdiction where the Goods are manufactured;

34A.8.2. implementation of an appropriate (e.g. anonymous) whistleblowing policy which encourages openness and ensures support and protection from detrimental treatment for workers which raise genuine concerns.

Managing risks in the supply

34A.9. The Service Provider will use its reasonable endeavours to require the Service Provider's Suppliers to audit, evaluate and report in writing to the Service Provider not less than once every twelve (12) months on performance against the Service Provider's Suppliers' codes of conduct and or supplier policies and their policies on labour and human rights impacts in respect of the Service Provider Supply Chain. The Service Provider shall provide the Purchaser on request with a copy of any such reports in so far as they relate to the Service Provider Supply Chain.

34A.10. The Service Provider will use its reasonable endeavours to ensure that the Service Provider's Suppliers undertake a defined program of supply-chain audits. Audits must be undertaken by third party accredited certification bodies and independently verified. These audits must either include or be supplemented by external consultation and engagement with local labour unions or civil society organisations/NGOs, and off-site worker interviews to gain a more accurate understanding of working conditions. The Service Provider shall provide the Purchaser on request with a copy of any such audits, and supplementary evidence where relevant, in its possession or control in so far as they relate to the Service Provider Supply Chain.

Corrective and preventive measures to ensure social responsibility in the supply chain

34A.11. The Service Provider will use its reasonable endeavours to ensure the outcomes of the Service Provider's Suppliers supply-chain audits are subject to corrective actions by the Service Provider's Suppliers in a timely manner. The Service Provider shall provide the Purchaser on request with details in its possession or control of any actions taken or proposed to be taken in so far as they relate to the Service Provider Supply Chain

34A.12. The Service Provider will use its reasonable endeavours to actively engage with the Service Provider Supply Chain to ensure continuous improvement in labour and

human rights standards and supplier compliance with such standards .

34A.13. The Service Provider will use its reasonable endeavours to ensure that the Service Provider's Suppliers communicate and publicly report progress in addressing labour and human rights issues within the Service Provider Supply Chain not less than once every twelve (12) months .

Measures to control the supply chain

34A.14. The Service Provider will use its reasonable endeavours to ensure that the Service Provider's Suppliers' sourcing policies address labour and human rights impacts during the extraction phase of production and include the use of conflict free smelters in accordance with the [Responsible Minerals Initiative](#). The Service Provider will use its reasonable endeavours to ensure that the Service Provider's Suppliers provide and maintain a written list of tantalum, tin, tungsten, and gold smelters/refiners reported by the Service Provider Supply Chain and provide the Purchaser on request with details.

34A.15. The Service Provider will use its reasonable endeavours to ensure that the Service Provider's Suppliers implement and adhere to the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (as the same may be updated from time to time) and produce a publicly viewable annual summary of their due diligence and risk management measures consistent with this guidance.

34A.16. The Service Provider will use its reasonable endeavours to provide the Purchaser on request with evidence of direct and ongoing collaboration by the Service Provider's Suppliers with external organisations (such as NGOs, civil society organisations and governments) to address labour and human rights impacts on the Service Provider Supply Chain.

Supply chain contract termination

34A.17. The Service Provider will use its reasonable endeavours to ensure that all contracts in the Service Provider Supply Chain give the Purchaser a right to terminate the sub-contract if the supplier fails to comply with legal obligations in the fields of environmental, social, labour or human rights law.

35. Amendment

35.1. The Contract may be amended only by the written agreement of both Parties. Accordingly, the Service Provider may not unilaterally amend the Contract.

SECTION F SERVICE PROVIDER CONDUCT REQUIREMENTS

36. Compliance with the Law etc.

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

- 36.1. all applicable law;
- 36.2. any applicable requirements of regulatory bodies;
- 36.3. Good Industry Practice; and
- 36.4. Schedule 11 (Cyber Security Requirements).

37. Official Secrets Acts

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

38. Service Provider's responsibility for staff etc.

38.1. The Service Provider is responsible for the acts and omissions of all Service Provider Representatives relating to the Contract as though such acts and omissions are the Service Provider's own.

38.2. The Service Provider must ensure that all Service Provider Representatives:

38.2.1. are appropriately experienced, skilled, qualified and trained;

38.2.2. carry out their activities connected with the Contract faithfully and diligently and with all with due skill, care and diligence; and

38.2.3. obey all lawful and reasonable directions of the Purchaser when carrying out activities under the Contract.

39. Access to the Purchaser's premises

39.1. Any access to, or occupation of, the Purchaser's premises which the Purchaser may grant the Service Provider from time to time is on a non-exclusive licence basis free of charge. The Service Provider 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.

39.2. The Service Provider must comply with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and such modifications to those policies or replacement policies as are notified to the Service Provider from time to time.

39.3. At the Purchaser's written request, the Service Provider 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.

39.4. The Service Provider must ensure that any individual Service Provider Representative entering the Purchaser's premises has completed the process for obtaining Baseline Personnel Security Standard clearance. The Service Provider 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.

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

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

39.7. The Purchaser must provide advice and assistance acting reasonably to the Service Provider to facilitate the Service Provider's compliance with this clause.

39.8. All decisions of the Purchaser under this clause are final and conclusive.

40. Service Provider's Equipment

- 40.1. The Service Provider must provide all Equipment necessary to perform any required activities on the Purchaser's premises or otherwise necessary for the provision of Services.
- 40.2. But the Service Provider must not, without the Purchaser's approval:
 - 40.2.1. bring Equipment onto the Purchaser's premises; or
 - 40.2.2. leave Equipment on the premises.
- 40.3. Any Equipment brought onto the Purchaser's premises:
 - 40.3.1. remains the property of the Service Provider; and
 - 40.3.2. is at the Service Provider's own risk and the Purchaser has no liability for any loss of or damage to the Equipment unless the Service Provider is able to demonstrate that such loss or damage was caused or contributed to by the Purchaser's Default.
- 40.4. The Service Provider must keep all Equipment brought onto the Purchaser's premises in a safe, serviceable and clean condition. The Purchaser may at any time require the Service Provider to remove from the Purchaser's premises any Equipment which in the opinion of the Purchaser acting reasonably is either hazardous, noxious or not in accordance with the Contract and substitute proper and suitable Equipment at the Service Provider's expense as soon as reasonably practicable.
- 40.5. On completion of any required activities on the Purchaser's premises or at the end of a Working Day (as appropriate), the Service Provider must at its own expense:
 - 40.5.1. remove all Equipment; and
 - 40.5.2. leave the premises in a clean, safe and tidy condition, clearing away all rubbish arising out of the Service Provider's activities.
- 40.6. The Service Provider is solely responsible for making good any damage to the Purchaser's premises or any objects contained therein, other than wear and tear, which is caused by the Service Provider.

41. Purchaser Property

- 41.1. Where the Purchaser issues Purchaser Property to the Service Provider, the Purchaser Property remains at all times the property of the Purchaser.
- 41.2. The Service Provider undertakes the safe custody of the Purchaser Property and to that end must:
 - 41.2.1. keep the Purchaser Property in good order and condition (excluding wear and tear);
 - 41.2.2. comply with any particular security requirements communicated to the Purchaser in relation to the Purchaser Property;
 - 41.2.3. use any Purchaser Property solely in connection with the Contract and for no other purpose; and
 - 41.2.4. store the Purchaser Property separately and ensure that it is clearly identifiable as belonging to the Purchaser.

- 41.3. The Purchaser Property is deemed for the purposes of clause 41.2.1 to be in good order and condition when received by the Service Provider unless the Service Provider notifies the Purchaser otherwise within 5 Working Days of receipt.
- 41.4. The Service Provider must not:
- 41.4.1. modify or replace the Purchaser Property;
 - 41.4.2. use the Purchaser Property as security for a loan or other obligation;
 - 41.4.3. sell, or attempt to sell or part with possession of the Purchaser Property; or
 - 41.4.4. allow anyone to obtain a lien over, or right to retain, the Purchaser Property.
- 41.5. The Service Provider licences the Purchaser to enter any premises of the Service Provider during Working Hours on reasonable notice to recover any Purchaser Property.
- 41.6. The Service Provider undertakes the due return of the Purchaser Property and as such is liable for all loss of, or damage to, the Purchaser Property (excluding wear and tear), unless such loss or damage was caused or contributed to by the Purchaser's Default. The Service Provider must notify the Purchaser promptly and, in any event within 2 Working Days, upon becoming aware of any defects appearing in or losses or damage occurring to the Purchaser Property.

42. Health and Safety etc.

- 42.1. While on the Purchaser's premises, the Service Provider must comply with the Purchaser's policies concerning health and safety and fire and such modifications to those policies or replacement policies as are notified to the Service Provider from time to time.
- 42.2. The Service Provider must immediately inform the Purchaser in the event of any incident occurring in the performance of its obligations under the Contract on the Purchaser's premises where that incident causes any personal injury or damage to property which could give rise to personal injury. The Service Provider must then promptly notify the Purchaser of that fact.
- 42.3. The Purchaser must promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Purchaser's premises and which may affect the Service Provider in the performance of its obligations under the Contract.
- 42.4. The Service Provider must promptly make available its statutory health and safety policy statement to the Purchaser on request.

43. Offences

- 43.1. The Service Provider must not commit or attempt to commit any offence:
- 43.1.1. under the Bribery Act 2010;
 - 43.1.2. of fraud, uttering, or embezzlement at common law; or
 - 43.1.3. of any other kind referred to in regulation 58(1) of the Public Contracts (Scotland) Regulations 2015.
- 43.2. Breach of clause 43.1 is a material breach for the purposes of clause 12.1.3 (Termination Rights).

43A. Compliance with Anti-Slavery and Human Trafficking Laws

43A.1. In performing its obligations under this Contract, the Service Provider shall:

43A.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015 and the Human Trafficking and Exploitation (Scotland) Act 2015;

43A.1.2. not engage in any activity, practice or conduct that would constitute an offence under the Human Trafficking and Exploitation (Scotland) Act 2015 if such activity, practice or conduct were carried out in the UK;

43A.1.3. include in contracts with its direct subcontractors and contractors provisions which are at least as onerous as those set out in this clause;

43A.1.4. notify the Purchaser as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract;

43A.1.5. maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Purchaser; and

43A.1.6. provide the Purchaser and its third party representatives access to such records.

43A.2 The Service Provider represents and warrants that it has not been convicted of any offence involving slavery and human trafficking nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

43A.3. The Service Provider shall prepare and deliver to the Customer, each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

43A.4. The Purchaser may terminate this Contract with immediate effect by giving written notice to the Service Provider if the Service Provider commits a breach of this clause.

44. Tax Arrangements

44.1 Where the Service Provider is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

44.2 Where the Service Provider is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

44.3 The Purchaser may, at any time during the term of this contract, request the Service Provider to provide information which demonstrates how the Service Provider complies with sub-clauses 44.1 and 44.2 above or why those clauses do not apply to it.

44.4 A request under sub-clause 44.3 above may specify the information which the Service Provider must provide and the period within which that information must be provided.

44.5 The Purchaser may supply any information which it receives under clause 44 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

44.6 The Service Provider shall take all reasonable steps to ensure the observance of the provisions of this clause 44 by all of their servants, employees, agents, consultants and sub-contractors.

44.7 Where the Service Provider enters into any sub-contract with any of its servants, employees, agents, consultants and/or sub-contractors, the Service Provider must ensure that a provision is included which is in the same terms as this clause 44 subject only to modification to refer to the correct designation of the equivalent party as the Service Provider.

45. Discrimination

The Service Provider 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.

1. Blacklisting

The Service Provider 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 clause is a material default which shall entitle the Purchaser to terminate the Contract.

2. Sustainability etc.

47.1 The Service Provider shall perform its obligations under this Contract in a manner so as to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. The Service Provider shall make all reasonable efforts to minimise its use of packaging and avoid the use of packaging which consumes a disproportionate amount of energy during manufacture, use, or disposal or which contains materials derived from threatened species or threatened environments. If requested by the Purchaser, the Service Provider shall provide the Purchaser with a copy of its environmental policy.

47.2 The Service Provider is expected to have appropriate standards for its organisation and its supply chain regarding legal, ethical and social issues. This should include for example: health and safety, security of employment rights, equality and fair trade, in particular in low cost or developing countries. If requested by the Purchaser, the Service Provider shall provide the Purchaser with a copy of its ethical sourcing policy.

47.3 The Service Provider must take all reasonable steps to ensure that all products supplied under this Contract are produced in accordance with all International Labour Organisation (ILO) conventions that have been ratified by the country of their origin, in particular in relation to working conditions and the use of child labour.

3. Conflicts of interest

3.1. The Service Provider must take appropriate steps to ensure that the Purchaser is not placed in a position where, in the reasonable opinion of the Purchaser, there is an actual or potential conflict between the interests of the Service Provider and the duties owed to the Purchaser under the Contract.

- 3.2. The Service Provider must disclose by notice to the Purchaser full particulars of any actual or potential conflict of interest which may arise and must take such steps as are necessary to avoid or remove the conflict of interest.
- 3.3. Breach of this clause by the Service Provider is a material breach for the purposes of clause 12.1.3 (Termination Rights).

SECTION G FINAL PROVISIONS

4. Warranties and Representations

The Service Provider warrants and represents that:

- 4.1. it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised individual;
- 4.2. in entering the Contract it has not committed any offence under the Bribery Act 2010 or of fraud or uttering at common law or any other kind referred to in the Public Contracts (Scotland) Regulations 2015;
- 4.3. it has not committed any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or committed any breach of the Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities;
- 4.4. as at the Commencement Date, all information contained in the SPD and Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract;
- 4.5. no claim is being asserted and no litigation, alternative dispute resolution procedure or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- 4.6. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 4.7. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- 4.8. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 4.9. in the 3 years prior to the Commencement Date:
 - 4.9.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - 4.9.2. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;

- 4.10. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- 4.11. it has made appropriate inquiries (for example as regards the Purchaser's premises) so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract;
- 4.12. it is familiar with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and health and safety and fire as they apply at the Commencement Date;
- 4.13. it has in place appropriate technical and organisational measures to safeguard any Purchaser Protected Information provided by the Purchaser;
- 4.14. there are no actual or potential conflicts between the interests of the Service Provider and the duties owed to the Purchaser under the Contract, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract; and
- 4.15. it is deemed to have inspected any premises at which the services are to be performed as set out in the Specification (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 the Premises.

5. Indemnity

50.1 The Service Provider shall indemnify the Purchaser against all claims, proceedings, actions, damages, costs, charges, expenses and any other liabilities which may arise out of, or in consequence of, any Default of the Service Provider.

50.2 The Purchaser shall indemnify the Service Provider 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 Service Provider acting in accordance with the Purchaser's specific written instructions. This indemnity provision shall not apply if the Service Provider-

(a) acts on the Purchaser's specific written instructions but fails to notify the Purchaser in accordance with clause 14.12(c) of this Contract;

(b) fails to comply with any other obligation under the Contract.

6. Limitation of Liability

6.1. Neither Party is liable to the other Party under the Contract for any:

6.1.1. loss of profits, business, revenue or goodwill; or

6.1.2. indirect or consequential loss or damage.

6.2. But clause 6.1 does not exclude any liability of the Service Provider for additional operational, administrative costs or expenses or wasted expenditure resulting from the Default of the Service Provider.

6.3. The liability of either Party under the Contract for Defaults is limited to the contract value.

6.4. But neither Party excludes or limits liability to the other Party for:

- 6.4.1. death or personal injury caused by its negligence;
- 6.4.2. misrepresentation;
- 6.4.3. any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982; or
- 6.4.4. any breach of any obligations under Data Protection Laws.

7. Insurances

- 7.1. The Service Provider must effect and maintain with a reputable insurance company:
 - 7.1.1. public liability insurance in the sum of not less than £1,000,000;
 - 7.1.2. professional indemnity insurance in the sum of not less than £1,000,000
 - 7.1.3. employer's liability insurance in accordance with any legal obligation for the time being in force.
- 7.2. Such insurance must be maintained for the duration of the Contract and for a minimum of 5 years following the expiry or termination of the Contract.
- 7.3. The Service Provider must give the Purchaser, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

8. Force Majeure

- 8.1. Neither Party is liable to the other Party for any delay in performing, or other failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Nonetheless, each Party must use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 20 working days, either Party may terminate the Contract with immediate effect by notice.
- 8.2. Any delay or other failure by the Service Provider in performing its obligations under the Contract which results from any failure or delay by a Service Provider Representative is only to be regarded as due to Force Majeure if that Service Provider Representative is itself impeded by Force Majeure from complying with an obligation to the Service Provider.
- 8.3. If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any delay or failure on its part as described in clause 8.1, it must immediately notify the other Party of the Force Majeure and the estimated period for which the failure or delay is to continue.
- 8.4. The only events that afford relief from liability for failure or delay under the Contract are Force Majeure events.

9. Dispute Resolution

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

- 9.2. 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 accordance with the Management Arrangements, 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.
- 9.3. Any arbitration under clause 54.2 is subject to the Arbitration (Scotland) Act 2010.

10. Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision is severed and the remainder of the provisions of the Contract continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

11. Waiver and Cumulative Remedies

- 11.1. Any failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy does not constitute a waiver of that right or remedy and does not cause a diminution of the obligations established by the Contract.
- 11.2. Accordingly, no waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 10 (notices).
- 11.3. A waiver of any Default is not a waiver of any subsequent Default.
- 11.4. The rights and remedies provided by the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy is not to be deemed an election of such remedy to the exclusion of other remedies.

12. Termination Rights

- 12.1. The Purchaser may terminate the Contract by notice to the Service Provider with immediate effect if the Service Provider commits a Default and:
- 12.1.1. the Service Provider has not remedied the Default to the satisfaction of the Purchaser within 20 Working Days, or such other period as may be specified by the Purchaser, after issue of a notice specifying the Default and requesting it to be remedied;
 - 12.1.2. the Default is not in the opinion of the Purchaser, capable of remedy; or
 - 12.1.3. the Default is a material breach of the Contract.
- 12.2. «F68: The Purchaser may also terminate the Contract in accordance with any provisions of the Schedules.»
- 12.3. 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 Service Provider 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.

- 12.4. The Purchaser may also terminate the Contract in the event of a failure by the Service Provider to comply in the performance of the Services with legal obligations in the fields of environmental, social or employment law.
- 12.5. The Purchaser may also terminate the Contract where, at any time before the term of the Contract, the Service Provider or any person falling within the description set out in paragraph (2) of regulation 58 of the Public Contracts (Scotland) Regulations 2015 commits an offence referred to in paragraph (1) of that regulation.

13. Termination on Insolvency and Change of Control

- 13.1. The Service Provider shall notify in writing immediately, and the Purchaser may terminate the Contract with immediate effect by notice, where in respect of the Service Provider:
 - 13.1.1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignation for the benefit of, its creditors;
 - 13.1.2. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - 13.1.3. a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
 - 13.1.4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - 13.1.5. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
 - 13.1.6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
 - 13.1.7. being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to schedule A1 to the Insolvency Act 1986;
 - 13.1.8. a debt relief order is entered into; or
 - 13.1.9. any event similar to those listed above occurs under the law of any other jurisdiction.
- 13.2. The Purchaser may terminate the Contract by notice with immediate effect within 6 months of:
 - 13.2.1. being notified that a change of Control has occurred in accordance with clause 33.2 (Change of Control); or
 - 13.2.2. where no such notification has been given, the date that the Purchaser becomes aware of the change of control.
- 13.3. But the Purchaser may not terminate the Contract under clause 58.2 where approval of the change of control has been granted by notice by the Purchaser.

14. Exit Management

The Service Provider shall perform its relevant Exit Management obligations as part of the Contract whether applicable on either the expiry or early termination of this Contract.

- 59.1 The Service Provider agrees that if it breaches (or attempts or threatens to breach) its obligation to provide Exit Management, the Purchaser and their respective customers and stakeholders shall be irreparably harmed. In such circumstance, the Service Provider agrees that the Purchaser may proceed directly to court notwithstanding anything to the contrary in the dispute resolution procedure outlined in Clause 54 (Dispute Resolution). If a court of competent jurisdiction finds that the Service Provider has breached (or attempted or threatened to breach) any such obligation, the Service Provider agrees that without any additional findings of irreparable injury, or other conditions to interdict, the Service Provider shall not oppose the entry of an appropriate order compelling performance by the Service Provider and restraining the Service Provider from any further breaches or attempted or threatened breaches of its obligations in relation to Exit Management.
- 59.2 A draft of the Exit Plan shall be produced by the Service Provider and supplied to the Purchaser within [three (3) months] after the Commencement Date and shall include or address the matters specified in Clause 59.3. The Purchaser shall provide to the Service Provider the Purchaser's comments on the plan within one (1) month of the Purchaser's receipt of the plan. The Service Provider shall take into account the comments and suggestions of the Purchaser and shall issue the final version of the Exit Plan to the Purchaser within ten (10) Working Days of receipt of the Purchaser's comments.
- 59.3 The Service Provider shall throughout the period of the Contract review, maintain and continuously update the Exit Plan which shall include:
- 59.3.1 the activities required to enable the Purchaser to re-tender the Purchaser Requirements and/or the provision of the Services;
 - 59.3.2 the activities necessary to support any Replacement Service Provider or the Purchaser in carrying out any necessary due diligence relating to all or part of the Services;
 - 59.3.3 details of the Exit Management to be provided by the Service Provider prior to the Exit Management Date;
 - 59.3.4 support for the Replacement Service Provider or the Purchaser during their preparation of any relevant plan for the transition of the System to the Replacement Service Provider or Purchaser, including prior to and during such transition period;
 - 59.3.5 the maintenance of a 'business as usual' environment for the Purchaser during the period when Exit Management obligations are applicable; and
 - 59.3.6 all other necessary activities to support the preparation for, and execution of, a smooth and orderly Exit Management and transfer of all or part of the Services to either a Replacement Service Provider or the Purchaser.
- 59.4 No amendment of the Exit Plan shall be made without prior written consent of the Purchaser.

15. Consequences of Expiry or Termination

- 15.1. Where the Purchaser terminates the Contract under clause 12 (Termination Rights) and makes other arrangements for the provision of services, the Service Provider indemnifies the Purchaser against all costs incurred in making those arrangements.

- 15.2. Where the Purchaser terminates the Contract under clause 5 (Break), the Purchaser indemnifies the Service Provider against any unavoidable losses directly resulting from the termination of the Contract (excluding loss of profit).
- 15.3. Any indemnity given by the Purchaser under clause 15.2 is subject to the Service Provider:
 - 15.3.1. taking all reasonable steps to mitigate its loss;
 - 15.3.2. taking all reasonable steps to recover its losses under any insurance policies held by it; and
 - 15.3.3. submitting a fully itemised and costed list of losses which it seeks to recover from the Purchaser together with supporting evidence.
- 15.4. Except as provided for in clauses 5 (General Indemnity), 15.1 and 15.2 «F69: and the Management Arrangements», no indemnity is given or special payment is to be made by either Party to the other Party on expiry or termination of the Contract.
- 15.5. On expiry or termination of the Contract the Service Provider must:
 - 15.5.1. immediately return to the Purchaser all Purchaser Property and Purchaser Protected Information in its possession; and
 - 15.5.2. destroy or delete any copies of Purchaser Protected Information (whether physical or electronic) in its possession.
- 15.6. The following provisions survive the expiry or termination of the Contract:
 - 15.6.1. clause 1 (Definitions and Interpretation);
 - 15.6.2. clause 13 (Recovery of Sums Due);
 - 15.6.3. clause 14 (Data Protection);
 - 15.6.4. clause 15 (Transparency and Freedom of Information);
 - 15.6.5. clause 15 (Purchaser Protected Information);
 - 15.6.6. clause 17 (Service Provider Sensitive Information);
 - 15.6.7. clause 18 (Audit [and Records Management]);
 - 15.6.8. clause 19 (Publicity);
 - 15.6.9. clause 23 (Offers of Employment);
 - 15.6.10. clause 25 (Information about Service Provider Employees);
 - 15.6.11. clause 26 (Staff transfer on expiry or termination);
 - 15.6.12. clause 28 (Parties' pre-existing Intellectual Property Rights);
 - 15.6.13. clause 29 (Specially Created Intellectual Property Rights);
 - 15.6.14. clause 30 (Licences of Intellectual Property Rights);
 - 15.6.15. clause 31 (Claims relating to Intellectual Property Rights);
 - 15.6.16. clause 37 (Official Secrets Acts);
 - 15.6.17. clause 40 (Service Provider's Equipment);
 - 15.6.18. clause 41 (Purchaser Property);
 - 15.6.19. clause 44 (Tax arrangements);
 - 15.6.20. [clause 47 (Sustainability)];
 - 15.6.21. clause 49 (Warranties and Representations);
 - 15.6.22. clause 50 (Indemnity);
 - 15.6.23. clause 51 (Limitation of Liability);
 - 15.6.24. clause 52 (Insurances);
 - 15.6.25. clause 54 (Dispute Resolution);
 - 15.6.26. clause 56 (Waiver and Cumulative Remedies);
 - 15.6.27. this clause 60;
 - 15.6.28. clause 17 (Governing Law and Jurisdiction); and
 - 15.6.29. paragraph 2 (Service Provider's Warranty) of Schedule 11 (Cyber Security Requirements).

- 15.7. Immediately upon termination of the Contract for any reason whatsoever the Service Provider shall render such reasonable assistance to the Purchaser or third party nominated by the Purchaser, if requested, as may be necessary to effect an orderly assumption by a Replacement Service Provider of the Services previously performed by the Service Provider under the Contract. The Service Provider shall be entitled to charge for such termination services in accordance with [DN: *ref some sort of method of calculating the price*].

16. Entire Agreement

- 16.1. The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with herein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause does not exclude liability in respect of any misrepresentation (whether in the SPD or Tender or otherwise).
- 16.2. In the event of, and only to the extent of, any conflict between the clauses of the Contract, the Schedules and any document referred to in the Contract, the following order of precedence applies:
- 16.2.1. the clauses of the Contract;
 - 16.2.2. the Schedules; and
 - 16.2.3. any other document referred to in the Contract.

17. Governing Law and Jurisdiction

The Contract is governed by and interpreted in accordance with Scots law and, subject to clause 9 (Dispute Resolution), the Parties submit to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents typewritten on this and the 43 preceding pages together with the 11 Schedules annexed are executed as follows:

SIGNED for and on behalf of the Scottish Ministers
Provider name...»

SIGNED for and on behalf of «F3: Service

At.....

At.....

On.....

On.....

Signature.....

Signature.....

Full name

Full name.....

Position

Position.....

Address.....

Address.....

In the presence of

In the presence of

Signature.....

Signature.....

Full name

Full name.....

Address.....

Address.....

This and the following [] pages comprise Schedule 1 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 1 – SPECIFICATION

Specification of Requirement

Section 1 – Background & Context

Scottish Ministers have made a commitment to create a National Care Service (NCS), a new organisation which will ensure everyone who needs it can expect the same standards of care, wherever they live in Scotland. A consultation, which closed early November 2021, was launched to seek the public's views about what changes should be made. The feedback and conclusions from the consultation will be used to shape and develop legislation which is expected to be introduced to the Scottish Parliament in summer 2022. Once that has concluded, the new organisation can be set up with the intention that it will be in place by the end of the parliamentary term.

While the NCS Consultation analysis is yet to be published, it is clear that the establishment of an NCS will involve local structural change. Currently, Integration Authorities are able to recover VAT. In order to ensure that the relevant VAT considerations are taken, and to guarantee best value for money in local structural change, the Scottish Government seeks an external VAT advisor who can:

- Provide advice and support to Scottish Government employees on VAT implications on an ad hoc basis, in line with agreed Terms and Conditions;
- Produce an options paper exploring the VAT implications of different National Care Service local delivery body scenarios.
- Produce a final report at the end of the contract on the considerations on VAT and eventual outcome.

Section 2 – Current Position and any anticipated changes

The Scottish Government does not currently have capacity within the existing VAT advisory team to support work examining the VAT impact of local structural change as part of the establishment of an NCS. As with other large scale public sector transformation, we would seek external expert advice on technical matters such as VAT.

There are not expected to be any material changes to affect the contract as the establishment of an NCS is a Programme for Government commitment.

This contract's duration is 12 months, though there may be scope to extend the length of the contract depending on need. Following the response to the UK Government's August 2020 policy paper 'VAT and the Public Sector: Reform to VAT Refund Rules', there may be change to how Section 41 bodies can reclaim VAT, although this will, if agreed, not be implemented until at least the next spending review in 2024/25.

Section 3 – Scope

1. VAT advice

- Liaise during agreed dates with Scottish Government officials on VAT considerations linked to local structural change in health and social care bodies as a result of the NCS.
- This will be an agreed number of days which can be called upon based on agreed terms and conditions once the contract was awarded.
- Advise Scottish Government officials on necessary VAT preparations for the establishment of a National Care Service

2. VAT Options Paper

- Produce a written output exploring the VAT impact of different National Care Service scenarios e.g. National Care Service delivery bodies as Non-departmental Public Bodies, as Lead Agency Models etc.
- In this paper, to consider and recommend any options and/or solutions that could potentially achieve a VAT neutral outcome under each NCS scenario

3. Final Paper

- A final report at the end of the contract summarising the considerations taken on VAT impact and eventual outcome.

Section 4 – Knowledge & Experience

Have experience of:

- Public sector VAT
- Understanding of Scottish public sector landscape particularly health and social care
- Recent support of SG in social care landscape desirable to understand current issues

Section 5 – Required Outcomes and Key Deliverables

- A brief **inception report** (approx. 2-3 pages) following the inception meeting. The report should outline the agreed full project plan and milestones, and include a short minute of the inception meeting.
- Monthly **updates** detailing the progress of the contract: how the work is proceeding, the emerging findings, the issues identified and next steps. These updates will be submitted via email to the contract manager. This should also include number of days of advice provided and days remaining.
- Two **reports**:
 - i) A written options paper that clearly articulates the VAT impact of different options for National Care Service local delivery bodies. The different NCS local delivery bodies options will be provided to the contractor by the Scottish Government. It is expected this should pull on existing knowledge of Local Government, Integration Authority and NHS structures. The report should

advise on best practice in terms of what should be considered when assessing the consequences of VAT during transformation, and offer recommendations and guidance on opportunities to add value to the establishment of NCS local delivery bodies in terms of VAT. A draft of the options paper should be submitted to the Scottish Government for feedback before the final version is submitted.

ii) A final written report summarising the VAT considerations of different NCS local delivery body options, including key findings, and recommendations to achieve the greatest value for money in terms of VAT with the establishment of NCS local delivery bodies. It is recognised this will be at a point in time and details of local delivery bodies are likely to still be refined.

All outputs will be sent electronically to the Contract Manager in the first instance. Both outputs should be fully proof read prior to submission. This should include checking that the documents are well laid-out, technically correct, grammatically correct and that appropriate language is used. In those cases that the client detects proof read errors, they will be returned to the contractor who will be asked to resubmit the returned document.

Tenderers are asked to note that the Client may withhold payment until it is completely satisfied that the submitted outputs meet the aims and objectives of the project.

Section 6 - Contract Period

It is intended that work will start on 07 March 2022 and will run for 12 months.

Extensions may be granted where there are exceptional circumstances, or if the need for further advice is identified during the course of the contract.

Section 7 – Geographical area covered

The service provider will deliver the work remotely, with meetings to be held using Microsoft Teams. There will be no requirement to meet in person unless by prior agreement.

Section 8 – Delivery timescales

A first draft of a report with findings and recommendations is to be submitted for review and validation by 5 April 2022, and a final version of the report is to be submitted by 3 May 2022. A more detailed timeline will be agreed at the start of the contract.

Section 9 – Milestones

Provide details of any milestone dates/achievements applicable to the contract.

Milestone	Anticipated Deadline
Contract start date	7 March 2022
Inception Meeting via Teams	8 March 2022
Draft of options paper	5 April 2022
Final version of options paper	3 May 2022
Mid-completion meeting to discuss progress	5 September 2022
Draft Report submitted	5 January 2023
Meeting with Scottish Government Representatives to discuss and provide feedback of the report	13 January 2023
Updated report following discussion/SG feedback	14 February 2023
Anticipated Contract end date	7 March 2023.

Section 10 – Invoicing & Payment

Invoices should be sent to the contract manager by email and payment will be aligned with satisfactory achievement of the required outcomes and key deliverables, and milestones outlined in Section 5 and Section 9 respectively.

Section 11 – Key Risks and Responsibilities

The main risk is the potential liability to VAT of public sector organisations which this contract looks to mitigate. There are limited risks with this contract as it is VAT advice which has limited subjectivity. The contract manager will continue to manage risk throughout the contract.

Section 12 – Performance Measures and Reporting

Explain how you will measure that the required outputs are achieved. What parameters will be measured? How will the information be captured/collated and reported and how often? Are there any consequences of not achieving the required

levels of performance? Will there be regular contract management meetings? How often and where? What will they entail?

As set out above there will be key touch points through the contract and 2 specific deliverable reports.

All meetings will be virtual unless otherwise agreed.

Section 13 – End of Contract and Exit Arrangements

End of the contract will be the written report deliverable. There are no specific handover processes required.

Section 14 - Contract Manager contact details.

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

Scottish Government [Redacted: Exempt under 38(1)(b), FOISA] | St Andrew's House | Regent Road | Edinburgh EH1 3DG

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

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

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This and the following [] pages comprise Schedule 2 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 2 - PRICING SCHEDULE

PRICING SCHEDULE

1. Cost will be firm for the duration of this contract. Charges which appear elsewhere in the proposal but which are not summarised here, will be presumed to have been waived.
2. Payment will be made in arrears on submission of detailed invoices. The timing and frequency of invoices will be agreed between the Scottish Government contract manager and the contractor, as stated in the Schedule 2 - Specification.
3. Prices should be quoted in Pounds Sterling (£) and should be exclusive of any VAT which may be chargeable. A VAT registration number should be provided.
4. Separate aspects of the research/evaluation are to be individually priced and attributed to specific members of the project team along with the estimated number of days clearly stated and day rates for project team included (exc. VAT).
5. Your tender price must cover liability for all costs including staff costs, attendance at meetings, equipment, access to data, travel and subsistence, and overheads. Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred.
6. Tenderers should note that the price evaluation shall be based on the whole life cost, i.e. the total firm price proposed for the delivery of the contract.
7. The tenderer who submits the lowest price will be awarded the full weighting available for that section (30%). Other tenderers will be awarded a price score based on the percentage difference between their offer and that of the lowest offer.
8. The pricing schedule needs to be submitted as a separate document from the quality schedule.

Table 1 - Price for Staff Costs

Personnel	Grade/Job Role	Days/Hours Input	Activity	Hourly Rate £
				£
				£
				£
				£
				£
Total Price (excl. VAT)				£

Table 2 – Other Activities and Costs Related to the Delivery of Service

Activity	Day Rate	Price £ (Ex VAT)
Total Price (excl. VAT)		£

This could include but not limited to:

- travel expenses directly related to the project (including attendance at meetings)
- equipment and materials
- overheads
- any other costs

Table 3 - Total Cost

The commercial evaluation will be based on the total tender cost provided below, i.e. the total firm price proposed for the delivery of the contract

Cost	
Total Table 1	
Total Table 2	
Total Tender Cost	£

This and the following [] pages comprise Schedule 3 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 3 – ORDERING PROCEDURES

Purchase Order options and Invoicing Requirements

1. The Purchaser uses PECOS as the Purchase-to-Pay (P2P) system. Further information can be accessed through the following link:

<http://www.gov.scot/Topics/Government/Procurement/eCommerce>

2. PECOS supports the following options for transmitting approved Purchase Orders (POs) to suppliers:

- **cXML** - PECOS can issue a cXML PO directly to a supplier's back office system. This allows the PO to be automatically captured by the supplier's system, thereby removing the need to manually enter the PO and reducing potential errors. There is a one-off charge to configure cXML ordering from PECOS. The charge is £1415 + VAT per connection for cXML PO transmission. This is a one off cost for the supplier as once the connection is bought it can be used indefinitely with all PECOS customers. If an established live connection already exists then the one-off charge is not applicable.
- **PDF Email** – PECOS will send the supplier an emailed PO to a predetermined address with a PDF attachment.
- **Secure Email** – PO's be secure emails are used when sending personal information ie interim managers names, home addresses etc.. There is no cost for this set-up.

3. The Purchaser can accept invoices through the following options:

- Paper invoice to Accounts Payable, Victoria Quay, Edinburgh EH6 6QQ
- Email with a PDF attachment invoice

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

5. All invoices submitted – regardless of format – must be HMRC compliant and include the following data:

- PO number
- Product or service item number if used (invoice should reflect any item number used on the PO)
- Line item detail – such as price, unit of measure and description
- Invoice period
- Supplier details include relevant tax information
- Buyers details
- Delivery details

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- Payment instructions
 - Allowance or charge information
 - Invoice totals
 - VAT breakdown (if applicable)
6. It is critical the invoice issued matches the information within the Purchasing System; the data must be correctly mapped to the invoice processing environment.

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This and the following [] pages comprise Schedule 4 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 4 – MANAGEMENT ARRANGEMENTS

1. Contract Managers

1.1. [Redacted: Exempt under 38(1)(b), FOISA], based at Atlantic Quay, is the Purchaser Contract Manager.

1.2. The Service Provider will also appoint an individual (“Service Provider Contract Manager”) to be the main point of contact for the Purchaser on all operational and contractual issues, including complaints and dispute resolution.

2. Reporting Requirements

2.1. The Service Provider will be required to provide monthly reports (“Performance Reports”) to the Purchaser in an electronic format. Performance Reports must be clear and concise, and provide a top level summary of performance with supporting documents.

2.2. Performance Reports must provide the Purchaser with robust information on the service delivery described in Schedule 1 and must include the Service Provider’s performance against any objectives.

2.3. Performance Reports must include a detailed written analysis of the performance of all Services undertaken in the time period which the Performance Report covers. The Service Provider must also undertake trend analyses across these time periods and this must be presented in the form of a written report and tables.

2.4. The detail provided must be sufficient to measure the performance of the Contract against all KPIs and objectives. Where the Performance Report shows a negative trend, the Service Provider will be expected to provide quantitative analysis or narrative explanation, as appropriate, to accompany the Performance Report along with a mitigation / improvement plan.

2.5. The Performance Report must be submitted to the Purchaser within 15 working days of the end of each month and, in addition to the requirements detailed above, must include:

- Executive summary;
- A summary of overall monthly performance;
- Compliance with any administrative, quality assurance, ethical, sustainability and financial requirements of the Contract.

2.6. The Service Provider must ensure the quality of all Performance Reports such that the Purchaser is able to use the Performance Reports without the need for rigorous review each time.

2.7. The Performance Reports must be fully transferable by secure email exchange between the Service Provider and the Purchaser.

2.8. The Purchaser may give the Service Provider an opportunity to comment on any Performance Report in respect of the Service Provider’s operation and, in particular to highlight any mitigating circumstances in respect of any failure. The Service

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Provider must give due regard to any comments made by Purchaser but the findings of any outcome, after having such regard, are final.

- 2.9. The ownership of any material and/or Performance Reports and any other outputs produced as a result of this Contract will rest with the Purchaser..

3. Dispute resolution

- 3.1. The Parties shall attempt to resolve any dispute between them arising out of, or in connection with, the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute as follows.
- 3.2. Any dispute will, in the first instance, be presented to the Service Provider Contract Manager and Purchaser Contract Manager for resolution.
- 3.3. If the Service Provider Contract Manager and Purchaser Contract Manager cannot agree on a resolution, then a separate meeting will be held between the senior management of the Service Provider and the Purchaser for resolution.
- 3.4. If the dispute cannot be resolved by the Parties pursuant to this paragraph, the Parties shall refer it to arbitration pursuant to the procedure in terms of clause 54 (Dispute Resolution) of the Contract.
- 3.5. The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to arbitration in terms of clause 54 (Dispute Resolution) of the Contract and the Service Providers shall comply fully with the requirements of the Contract at all times.

4. Data handling

- 4.1. All data and reports which are supplied electronically will be supplied in a format which is compatible with the software utilised by the Purchaser. The Service Provider must ensure all electronic files to be submitted to the Purchaser are free of viruses. The Service Provider must provide data and reports to the Purchaser in an editable electronic format, on request.

5. Meetings

- 5.1. Monthly contract meetings will usually be held at the Purchaser's office at Atlantic Quay. However, occasions may arise where meetings will be held at the Service Provider's offices. Any change to the location of a meeting will be communicated by the Purchaser with as much notice as reasonably practicable.
- 5.2. The meetings will cover, amongst other topics, the most recently submitted Performance Report. The Purchaser reserves the right to alter the agenda of any meeting but will endeavour to give attendees as much notice as reasonably practicable.
- 5.3. The Purchaser will determine who must attend from the Service Provider's Key Personnel.
- 5.4. All costs incurred by the Service Provider in attending such meetings will be the responsibility of the Service Provider.

6. Quality assurance

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- 6.1. The Service Provider must comply with any relevant legislation, rules or regulations as in force at the time in the delivery of the Services.

7. Continuous service improvement

- 7.1. Both Parties acknowledge the need for continuous improvement over the duration of this Contract.
- 7.2. The Service Provider must put in place appropriate policies, processes, tools, methodologies and/or resources to continuously improve the service throughout the duration of the Contract and provide improved value for money.
- 7.3. During the period of the Contract, the Service Provider shall be required to make proposals to the Purchaser which will:
 - a) improve the Services;
 - b) improve technology or methodology used in connection with the Services;
and
 - c) reduce costs, including, where appropriate, consequent reductions in prices charged to the Purchaser.
- 7.4. The Service Provider must put in place a process to capture, assess, report and make recommendations to the Purchaser on initiatives and proposals for continuous improvement in the provision of the services.
- 7.5. Examples of sources of initiatives may include, but are not restricted to:
 - a) Service Level reporting;
 - b) project lessons learned;
 - c) technology developments and new skills in the sector;
 - d) governance;
 - e) benchmarking; and
 - f) internal audit.

8. Invoicing

- 8.1. The Service Provider must maintain records of all invoices submitted by any subcontractors and make these available on request to the Purchaser, or their representatives, for audit purposes.
- 8.2. The Service Provider must put in place arrangements for secure electronic transfer of invoices to the Purchaser (such as a secure web portal) in compliance with the reasonable requirements of the Purchaser.
- 8.3. The Service Provider must ensure that invoices are validated prior to submission to the Purchaser, meaning that the data fields on the invoices are compliant with reasonable requirements of the Purchaser. For example, that dates are expressed in a particular format.
- 8.4. The Service Provider must put in place arrangements for ensuring that invoices are compliant with the Contract prior to submission.

9. Mobilisation Plan

- 9.1. The Mobilisation Period is the time from the date of signature of the Contract to the Commencement Date.
- 9.2. The Service Provider must submit a final Mobilisation Plan with sufficient supporting material, which must include a detailed timetable, programme plan and activity schedule, within 30 days of contract award.
- 9.3. The Mobilisation Plan must set out how the Key Individuals (Schedule 5) will be involved in delivery of the Mobilisation Plan.
- 9.4. The Mobilisation Plan must include clearly identified stages, milestones and quality gateways and a proposal for reporting to the Purchaser on progress against these. This proposal must include the evidence which could be available to the Purchaser on request in order to confirm that each milestone has been met.
- 9.5. The Service Provider must explain how they propose to project manage the Mobilisation Plan, illustrating practical project stages with important end of stage events set out with quality assurance review and approval processes described.
- 9.6. The Mobilisation Plan must set out clearly the interdependencies and sequencing of activities so that the impact of missing any milestone is clear.
- 9.7. The Mobilisation Plan must set out how all parts of the supply chain required to deliver services under the Contract will be put in place.
- 9.8. The Mobilisation Plan must set out how any technology proposed by the Service Provider will be specified, developed, tested and deployed including any software licences that may be necessary. The Mobilisation Plan must set out how the Service Provider will demonstrate to the Purchaser that the technology is fit for purpose, for example through sample testing, robust reviews and rigorous assertion of quality assured processes.
- 9.9. The Purchaser recognises that the Service Provider will need particular support during the Mobilisation Period. Equally, the Purchaser expects openness and transparency from the Service Provider with regard to any risks or issues with delivering against the Mobilisation Plan. Representatives from the Purchaser would expect to meet any relevant personnel from the Service Provider on a weekly basis during the Mobilisation Period to answer queries, monitor progress and troubleshoot.

10. Key Performance Indicators

- 10.1. KPIs are intended to reflect the key objectives of the Contract. The Service Provider shall provide the Services in such a manner so as to meet the KPIs detailed in the table below.
- 10.2. The Service Provider shall monitor its own performance against each KPI. Details of KPI performance are to be included in Monthly Performance Report (or in a form acceptable to the Purchaser).

Table 1: Key Performance Indicators

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KPI Ref	KPI	Required Performance Level
001	Submission of complete and accurate Contract Management Information, as set out in Schedule 4 .	100%
002	Submission of complete, accurate and timely Contract Invoices, as set out in Schedule 4 (Management Arrangements).	100%
003	Prompt payment of sub-contractors within 30 days of receipt of a valid invoice	100%

Service Credits – NOT USED

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This and the following [] pages comprise Schedule 5 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 5 – KEY INDIVIDUALS

1. e.g. Joe Bloggs, Contract Manager
2. e.g. Jane Doe, Software Specialist

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This and the following [] pages comprise Schedule 6 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 6 – APPROVED SUB-CONTRACTORS

approved Sub-Service Provider(s)

Relevant obligations

1. e.g. Subco Limited (SC123456)

e.g. high risk consultancy services

2.

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This and the following [] pages comprise Schedule 7 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 7 – TRANSPARENCY REPORTS AND SERVICE PROVIDER SENSITIVE INFORMATION

Part 1- Transparency Reports

The Purchaser will routinely publish information in relation to the Contract. This information will be released in Transparency Reports. An **example** of the type and frequency of the information is as follows:

TRANSPARENCY REPORTS (to be completed by the Purchaser within 3 months of Contract Award)

TITLE	CONTENT	FORMAT	FREQUENCY
<i>(Contract Document)</i>			
<i>(Performance)</i>			
<i>(Charges)</i>			
<i>(Major subcontractors)</i>			
<i>(Technical)</i>			
<i>(Performance management)</i>			

Part 2

SERVICE PROVIDER SENSITIVE INFORMATION

Type of information specified as Service Provider Sensitive Information	Reason why information is sensitive	Duration of sensitivity

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This and the following [] pages comprise Schedule 8 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 8 – PARENT COMPANY GUARANTEE

1. We [here insert the full name of the parent company], a company incorporated under the Companies Acts (Company number []) and having our Registered Office at [] refer to the Contract dated [] and [] between the Scottish Ministers and [insert name of contractor], a company incorporated under the Companies Acts (Company number []) and having its Registered Office at [] (“the Company”) of which we are the ultimate holding company, for the provision [specify nature of the services] (“the Contract”) and in security of the Company's obligations thereunder guarantee the same in the following manner:-

1.1 We guarantee that the Company shall perform all its obligations contained in the Contract.

1.2 If the Company shall in any respect fail to perform its obligations under the Contract or shall commit any breach thereof, we undertake, forthwith on first demand by the Scottish Ministers, to perform or to take whatever steps may be necessary to achieve performance of said obligations under the Contract and shall indemnify and keep indemnified the Scottish Ministers against any loss, damages, claims, costs and expenses which may be incurred by them by reason of any such failure or breach on the part of the Company.

1.3 Our guarantee and undertakings hereunder shall be unconditional and irrevocable, and without prejudice to the foregoing generality we shall not be released or discharged from our liability hereunder by:

1.3.1 any waiver or forbearance by the Scottish Ministers of or in respect of any of the Company's obligations under the Contract whether as to payment, time, performance or otherwise howsoever, or by any failure by the Scottish Ministers to enforce the Contract or this instrument, or

1.3.2 any alteration to, addition to or deletion from the Contract or the scope of the work to be performed under the Contract, or

1.3.3 any change in the relationship between ourselves and the Company; or

1.3.4 the bankruptcy, insolvency, liquidation, amalgamation, reconstruction, reorganisation, administrative or other receivership or dissolution of the Company, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction,

and our guarantee and undertakings shall continue in force until all the Company's obligations under the Contract and all our obligations hereunder have been duly performed.

2. This Guarantee shall be construed and take effect in accordance with Scots Law.

3. Our obligations under this Guarantee may be enforced by the Scottish Ministers at their discretion without first having taken any steps or proceedings against the Company or any other person.

4. We shall, on demand by the Scottish Ministers, execute such documents or take such action as the Scottish Ministers may require, for protecting the Scottish Ministers rights under this Guarantee.

5. If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the other provisions of this Guarantee shall not be affected or impaired.

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6. No single or partial exercise by the Scottish Ministers of any right, power or remedy provided by law or under this Guarantee shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
7. The rights, powers and remedies provided in this Guarantee are cumulative with, and not exclusive of, any rights, powers and remedies provided by law.
8. All notices and other communications required or permitted to be given in terms of this Contract, or any proceedings relating to it, shall be in writing and will be sufficiently served:
 - 8.2 if delivered by hand; or
 - 8.2 if sent by fax; or
 - 8.3 if sent by prepaid recorded or special delivery post; or
 - 8.4 if sent by email

to the address specified below or to such other address as is from time to time notified to the other party in accordance with the provisions of this Clause 8:

Scottish Ministers:

[to be completed]

[Guarantor]

[to be completed]

9. Any such notice or communication shall be deemed to have been served,
 - 9.1 if delivered by hand, on the date of delivery;
 - 9.2 if sent by fax, 4 working hours after the time at which the fax was sent;
 - 9.3 if sent by pre-paid recorded or special delivery post, on the date of delivery; or
 - 9.4 if sent by electronic mail, 4 working hours after the time at which the email was sent,
 - 9.5 provided that, if in accordance with the above provisions, any such notice or communication is delivered or received outside working hours on any working day, such notice or communications shall be deemed to have been served at the start of the working hour on the next working day thereafter.
 - 9.6 For the purposes of this Clause 9:

‘working day’ means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971; and

‘working hour’ means an hour between 0900 hours and 1700 hours on a working day.

10. Each person giving a notice or making a communication hereunder by fax or email shall promptly confirm such notice or communication by post to the person to whom such notice or communication was addressed but the absence of any such confirmation shall not affect the validity of any such notice or communication or time upon which it is deemed to have been served: IN WITNESS WHEREOF these presents typewritten on this and the [2] preceding pages are executed as follows:

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SIGNED for and on behalf of [DN: insert name of the Company]

At.....

On.....

Signature.....

Full name

Position

Address.....

.....

In the presence of

Signature.....

Full name

Address.....

.....

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This and the following [] pages comprise Schedule 9 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 9 – DATA PROTECTION

Data Processing provision as required by Article 28(3) of the UK GDPR.

This Part includes certain details of the Processing of Personal Data in connection with the Services:

Subject matter and duration of the Processing of Personal Data

This tender seeks expert advice on the VAT considerations linked to local structural change in health and social care bodies as a result of the NCS. It is anticipated that the only personal data involved in the tender are the names and contact details of colleagues in the Scottish Government, Local Authorities and Health and Social Care Partnerships (HSCPs). The duration of the processing is for the period of the contract, plus a period of up to twelve months following completion of the project to enable data to be checked if questions arise on the findings.

The nature and purpose of the Processing of Personal Data

Due to the nature of the project, it is anticipated that the contractor will be required to process contact details of stakeholders in the Scottish Government, Local Authorities, and HSCPs. Such information may be recorded electronically and/or in hard copy format.

The types of Personal Data to be Processed

Name, contact details (e.g. telephone number and/or email address), job information (whether the individual is a stakeholder in the Scottish Government, Local Authorities and HSCPs).

The categories of Data Subject to whom Personal Data relates

Stakeholders in the Scottish Government, Local Authorities and HSCPs

The obligations and rights of the Purchaser

The obligations and rights of the Purchaser as the Data Controller are set out in Clause 14 of the Contract. Data should be retained by the Data Processor securely and in line with the GDPR. On completion of the project, the contractor will delete all personal data from their systems within 12 months.

This and the following [] pages comprise Schedule 10 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 10 – EXIT MANAGEMENT

1. THE EXIT PERIOD

1.1 The Exit Period is the period beginning on the Exit Management Date and ending 3 months thereafter.

1.2 The Service Provider must guarantee that any sub-contractor engaged by the Service Provider to perform any part of the service complies with this requirement. If a sub-contractor fails to comply with this requirement, the Service Provider will as soon as possible arrange for the performance of the relevant service at the Service Provider's cost.

2. MAINTENANCE OF SERVICE DURING THE EXIT PERIOD

2.1 The Service Provider must provide sufficient resource to manage the Contract and fulfil all its duties without any deterioration in service during the Exit Period.

2.2 The Service Provider must, if so required, continue to provide management of the Contract, or any part of it to ensure all outstanding liabilities of the Service Provider are fulfilled.

3. CONTINUITY OF SERVICE TO NEW PROVIDER

3.1 Should the Contract continue either totally, partially or in an amended format and another service provider be appointed to continue the provision of the Services under the Contract, the Service Provider will take appropriate action to ensure an efficient transition from the Service Provider to a replacement service provider. The Service Provider will take appropriate action to ensure that there is minimum disruption both to the provision of services under the Contract and to the Purchaser.

3.2 During the period of up to 12 months prior to the Exit Management Date, the Service Provider shall, if so required by the Purchaser, make available to the Purchaser, or any organisation appointed by the Purchaser to provide the service following Contract expiry or termination, information and assistance relating to the Contract including information and assistance relating to TUPE required by the Purchaser in order to assist with securing a replacement service provider.

4. RE-TENDERING OF SERVICES

4.1 The Service Provider recognises that any re-tendering exercise commenced by the Purchaser in respect of all or part of the Services at any time during the Contract term must be fair and open; and in order to facilitate a smooth, timely and orderly re-tendering the Service Provider shall (promptly and in the timescale set out by the Purchaser):

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- provide all reasonable assistance that the Purchaser may require in connection with any re-tendering process;
- comply with the Purchaser's requests in connection with any re-tendering process, which may include requests for such assistance and information as specified
- not knowingly do or omit to do anything which may adversely affect the ability of the Purchaser to ensure an orderly re-tendering process.

5. DATA TRANSFER

5.1 Without prejudice to clause 18 (Audit) of the Contract, during the period of up to 6 months after the date of such expiry or termination if so required by the Purchaser, the Service Provider must make available to the Purchaser, or any organisation appointed by the Purchaser to provide the services for the Contract or any part of them, information and assistance and all relevant data collected in the execution of the Contract, both electronically and in hard copy, as directed by the Purchaser.

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This and the following [] pages comprise Schedule 11 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

SCHEDULE 11 – CYBER SECURITY REQUIREMENTS

CYBER SECURITY REQUIREMENTS – NOT USED

[DN: to insert]

Definitions

The defined terms used in this Schedule 11 shall have the following meanings:

“**Cyber Security Incident**” means any thing, event, act or omission which gives, or may give, rise to:

- (i) unauthorised access to any information system, data or electronic communications network (including breach of an applicable security policy);
- (ii) reduced integrity of an information system, data or electronic communications network;
- (iii) unauthorised use of any information system or electronic communications network for the processing (including storing) of data;
- (iv) disruption or change of the operation (including takeover of control, malicious disruption and/or denial of service) of an information system or electronic communications network;
- (v) unauthorised changes to firmware, software or hardware;
- (vi) unauthorised destruction, damage, deletion or alteration of data residing in an information system or electronic communications network;
- (vii) removal or limiting the availability of, or possibility to use, data residing in an information system or electronic communications network;
- (viii) the appropriation, publication, dissemination or any other use of data by persons unauthorised to do so; or
- (ix) a breach of the Computer Misuse Act 1990, the Network and Information Systems Regulations 2018, the UK GDPR or the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Communications Act 2003, the Official Secrets Act 1911 to 1989, or any other applicable legal requirements in connection with cybersecurity and/or privacy

in connection with the Services and/or the Contract;

- (a) “**Cyber Security Requirements**” means the Purchaser’s requirements in connection with cyber security as set out in *Section A (Cyber Security Requirements [and Section B (Cyber Implementation Plan)]*, of the Annex to this Schedule 11, and *[the Specification]*;

1. SERVICE PROVIDER’S WARRANTY

The Service Provider warrants and undertakes that it shall meet and comply with the Cyber Security Requirements in connection with the provision of the Services and the Contract (including in respect of any certification or accreditation).

2. SERVICE PROVIDERS'S OBLIGATIONS

2.1 The Service Provider shall implement and maintain all security measures:

- (a) as may be required under applicable laws (including the Network and Information Systems Regulations 2018);
- (b) to enable it to discharge its obligations under this Schedule 11; and
- (c) to ensure there are no Cyber Security Incidents

in all cases to the Purchaser's reasonable satisfaction and in accordance with Good Industry Practice.

2.2 The Service Provider shall notify the Purchaser promptly of any changes in its ability to meet the Cyber Security Requirements, including any changes to certifications and accreditations.

2.3 The Service Provider shall assist the Purchaser to comply with any applicable cyber security requirements, codes, policies and practices in connection with the Services and/or the Contract.

3 CYBER SECURITY INCIDENTS

3.1 The Service Provider shall notify the Purchaser immediately as soon as it knows or believes that a Cyber Security Incident has or may have taken place and shall provide full details of the incident and any mitigation measures already taken and intended to be taken by it and (where applicable) any mitigation measures recommended by it to be taken by the Purchaser. Where such initial notification is not in writing, then the Service Provider shall provide the Purchaser with a written notification setting out the details required under this paragraph 3.1 promptly and in any case within [twelve (12)] hours from the initial notification.

3.2 Following a Cyber Security Incident, the Service Provider shall:

- (a) use its best endeavours to mitigate the impact of the Cyber Security Incident;
- (b) investigate the Cyber Security Incident completely and promptly, and shall keep the Purchaser fully informed of the progress and findings of its investigation;
- (c) where required to do so, inform any applicable regulator of the Cyber Security Incident; and
- (d) take any action deemed necessary by the Purchaser in the circumstances, including complying with any additional security measures deemed appropriate by the Purchaser.

3.3 The Service Provider shall perform its obligations under this paragraph 3 at no additional charge to the Purchaser, unless it can show that the Cyber Security Incident was caused solely by an act or omission of the Purchaser.

4 INFORMATION AND AUDIT

- 4.1 Promptly upon request, the Service Provider shall provide to the Purchaser such information and records in connection with the Service Provider's obligations under this Schedule 11 as the Purchaser may request.
- 4.2 The Service Provider agrees (and procures that its sub-contractors agree) that the Purchaser, its agents and its representatives may conduct such audits as are considered necessary by the Purchaser acting reasonably, including for the following purposes:
- (a) to ascertain the impact of any Cyber Security Incident;
 - (b) to review and verify the integrity, confidentiality and security of any data relating to the Contract; or
 - (c) to review the Service Providers and/or any sub-contractor's compliance with its obligations under this Schedule 11.
- 4.3 The Service Provider shall (and shall ensure that any sub-contractor shall) provide the Purchaser, its agents and representatives with all reasonable co-operation and assistance in relation to audits, including:
- (a) all data and/or records requested by the Purchaser;
 - (b) access to any relevant premises and to any equipment owned/controlled by the Service Provider, any associated or group company and any sub-contractor and, where such premises and/or equipment are outwith the control of the Service Provider, shall secure sufficient rights of access for the Purchaser, its agents and representatives as are necessary to allow audits to take place; and
 - (c) access to any relevant individuals.
- 4.4 The Purchaser shall use its reasonable endeavours to:
- (a) provide at least [10 days'] notice of its intention to conduct an audit (but is not obliged to do so); and
 - (b) ensure that the conduct of each audit does not unreasonably disrupt the Service Provider and/or sub-contractor or delay the performance of the Contract.
- 4.5 The parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this paragraph 4 [unless an audit identifies a breach of the terms of this Schedule 11 by the Service Provider and/or sub-contractor, in which case the Service Provider shall reimburse the Purchaser on demand for all the Purchaser's reasonable costs and expenses incurred in conducting the audit].

5 BREACH OF CYBER SECURITY REQUIREMENTS

- 5.1 A breach of this Schedule 11 by the Service Provider is a material breach for the purposes of clause 57.1.3 (Termination Rights).
- 5.2 If the Service Provider fails to comply with the provisions of this Schedule 11, the Purchaser may take any action it considers appropriate or necessary (and the Service Provider shall comply with the Purchaser's requests in this respect), including:

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- (a) suspending the whole or any part of the Service Provider's obligations under the Contract;
- (b) requiring that specific sub-contractors connected with such breach be removed from their involvement with the Services and the Contract and cease to have any access to the Purchaser's Protected Information and any Personal Data Processed in connection with the Services under the Contract;
- (c) requesting the Service Provider return and/or arrange the evidenced secure and permanent destruction of the Purchaser's Protected Information and any Personal Data Processed in connection with the Services under the Contract; and
- (d) implementing additional or alternative measures, both technical and organisational, to protect and secure the Purchaser's Protected Information and any Personal Data Processed in connection with the Services under the Contract.

ANNEX CYBER SECURITY REQUIREMENTS

The cyber security requirements applicable to the Contract are set out in this Annex. Section A (*Cyber Security Requirements*) includes the Purchaser's requirements in connection with cyber security and Section B (*Cyber Implementation Plan*) sets out further details on how the Service Provider will meet such requirements.

Section A: Cyber Security Requirements

Overview of requirements:

Cyber risk profile	<ul style="list-style-type: none"> [Low]
Additional questions for management of specific cyber risks covering:	<ul style="list-style-type: none"> [Cloud security] [Personal data security] [Governance] [Etc.]
Certification requested for assurance purposes	<ul style="list-style-type: none"> [Cyber Essentials or equivalent] [Cyber Essentials Plus or equivalent] [IASME Gold or equivalent] [ISO27001 or equivalent]
Supporting evidence required	<ul style="list-style-type: none"> [Insert details of any supporting evidence required]
Purchaser's risk management approach	<ul style="list-style-type: none"> [Strict pass/fail] [Cyber Implementation Plans accepted]

Guidance notes: If the CSPST is used, insert information in the above table that summarises the Purchaser's cyber security requirements. Cyber security requirements set out in this Annex should not deviate from the requirements set out in any part of the tender documentation. An example is provided above. The Purchaser should check and amend fields and entries to fit its contract.

The Service Provider shall meet the following requirements:

Guidance notes: If the CSPST is used, the Purchaser's requirements from CSPST require to be incorporated into the Contract. Two options to achieve this include the following:

- OPTION 1: Either cut and paste or append the full "SAQ Responses" section of the Service Provider's SAQ Report, which sets out all questions asked of bidding suppliers in the CSPST SAQ (i.e. the Purchaser's requirements), and the Service Provider's responses. Please also include details of subsequent clarifications with the Service Provider, if applicable.
- OPTION 2: provide the following information (as set out in the table below) from the CSPST .

The Purchaser should choose the option appropriate to the Contract, Option 1 being preferable from the point of view of clarity. In case of Option 2, the Purchaser should retain records of its requirements and the Service Provider's responses. The Purchaser should also retain all metadata / other information (such as e-mail alerts) generated by CSPST relating to completion of SAQs by it and the relevant Service Provider.

The cyber security requirements for the Contract, and the Service Provider's responses, are set out in the	<ul style="list-style-type: none"> [Insert reference number for contract]
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Cyber Security Procurement Support Tool under the following reference number:	
Time that the Service Provider submitted its responses to the above cyber security requirements via CSPST:	<ul style="list-style-type: none">• Insert the time and date at which the Service Provider submitted its response to the SAQ via CSPST
Details of any subsequent clarifications:	<ul style="list-style-type: none">• Insert details of any subsequent clarifications

Guidance notes: If CSPST is NOT used, the Purchaser should insert applicable cyber security requirements here. This may include extracting / making reference to relevant parts of the Specification. Cyber security requirements set out in this Annex should not deviate from the requirements set out in any part of the tender documentation.

[Section B: Cyber Implementation Plan

Guidance notes: If CSPST is being used, and a Cyber Implementation Plan has been submitted by the Service Provider and agreed by the Purchaser, the Purchaser should include this section B and the text below (if not, this section B may be deleted). Ensure that the date or contract phase is amended to align with the requirements communicated in the Specification and the CSPST.

The Purchaser should insert below the frequency of review of the Cyber Implementation Plan with the Service Provider. This should match any frequency indicated in the tender documentation.

The Service Provider shall follow the agreed Cyber Implementation Plan to meet the requirements of Section A by no later than the date(s) set out in the Cyber Implementation Plan. The parties shall review the Service Provider's progress on the Cyber Implementation Plan regularly every [4 weeks]. If the Service Provider fails to meet the commitments set out in the Cyber Implementation Plan, this shall be considered to be a material breach of this Contract for the purposes of paragraph 5.1 (Breach of Cyber Security Requirements) of this Schedule 11.

Guidance notes: Insert or append the agreed Cyber Implementation Plan below.

ANNEX C – CYBER IMPLEMENTATION PLAN – TEMPLATE AND EXAMPLE

1. A template Cyber Implementation Plan, and an example of a completed Cyber Implementation Plan, are available on the following pages.

CYBER IMPLEMENTATION PLAN – TEMPLATE FORM

CYBER IMPLEMENTATION PLAN	
CONTRACT DETAILS	
1. Contract title	
2. Contract number	
3. Unique CSPST Cyber Risk Assessment Reference number	
4. CSPST Cyber Risk Profile	
5. Name of Service Provider, and details of authorised officer completing this CIP	
PROPOSED APPROACH TO AREAS WHERE MINIMUM BENCHMARK REQUIREMENTS ARE NOT CURRENTLY MET	
6. Using the feedback from the CSPST SAQ Report, please provide:	
(i) details of areas where your organisation does <u>not</u> currently meet the benchmark minimum requirements for the Contract; and	

(ii) for each such area identified, details of the actions you intend to take to achieve the minimum benchmark requirements, OR the alternative mitigations or controls you have in place, OR your reasoning as to why compliance with the minimum benchmark requirements is not necessary for the contract.				
Details of minimum benchmark requirements not currently met <i>Please refer to the feedback in your CSPST SAQ Report in order to complete this section.</i>	Service Provider’s alternative mitigations (effective from Commencement Date)	Service Provider’s reasoning as to why compliance is unnecessary for the Contract.	Service Provider’s proposed further action (to be implemented during the Contract)	By which date(s) do you undertake to have implemented such further action?
<i>[Insert details here]</i>				
<i>[Delete this row if not required]</i>				
<i>[Delete this row if not required]</i>				
<i>[Delete this row if not required]</i>				
Purchaser Authorisation				
[For Purchaser only] In your assessment, does the information provided by the supplier provide sufficient assurance that the cyber risks associated with the Contract will be appropriately mitigated?				

Does the Purchaser accept any cyber risks associated with appointment of the Service Provider if successful?	
Have you recorded your decision on acceptance of this CIP and any associated risks on CSPST?	
Name, Position and Date	

CYBER IMPLEMENTATION PLAN – EXAMPLE OF COMPLETED TEMPLATE

Drafting note: This is example is for the Purchaser’s reference only and should be deleted.

CYBER IMPLEMENTATION PLAN	
CONTRACT DETAILS	
1. Contract title	Cyber Awareness Campaign Materials
2. Contract number	SG12345
3. Unique CSPST Cyber Risk Assessment Reference number	CSPST RA54321
4. CSPST Cyber Risk Profile	Low
5. Name of Service Provider, and details of authorised officer completing this CIP	<p>Organisation ACME Cyber Wow Impact Campaigns</p> <p>Authorised officer name, position and contact details Name: [Redacted: Exempt under 38(1)(b), FOISA] Position: Head of Information Technology Tel: 0131 XXX XXXX Email: [Redacted: Exempt under 38(1)(b), FOISA]</p>

PROPOSED APPROACH TO AREAS WHERE MINIMUM BENCHMARK REQUIREMENTS ARE NOT CURRENTLY MET				
<p>6. Using the feedback from the CSPST SAQ Report, please provide:</p> <p>(i) details of areas where your organisation does <u>not</u> currently meet the benchmark minimum requirements for the Contract; and</p> <p>(ii) for each such area identified, details of the actions you intend to take to achieve the minimum benchmark requirements, OR the alternative mitigations or controls you have in place, OR your reasoning as to why compliance with the minimum benchmark requirements is not necessary for the Contract.</p>				
Details of minimum benchmark requirements not currently met	Service Provider's alternative mitigations (effective from Commencement Date)	Service Provider's reasoning as to why compliance is unnecessary for the Contract.	Service Provider's proposed further action (to be implemented during the Contract)	By which date(s) do you undertake to have implemented such further action?
<p><i>Please refer to the feedback in your CSPST SAQ Report in order to complete this section.</i></p>				
<p>Cyber Essentials Certification has been requested by the Purchaser but is not currently held.</p>	<p>Acme Cyber Wow Impact Campaigns enforces the controls required under Cyber Essentials through compliance with ISO27001 and the firm's governance of Cyber Risk Management. Details of our approach are set out here:</p> <p>1. Boundary firewalls and internet gateways: The relevant ISO27001 controls are as follows:</p> <ul style="list-style-type: none"> Network controls: Networks shall be adequately managed and controlled, in order to be protected from threats, and to maintain security for the systems and applications using the network, including information in transit. 	<p>N/a</p>	<p>N/a</p>	<p>While we believe the controls we have set out above mean that we currently effectively meet the requirements of the Cyber</p>

	<ul style="list-style-type: none"> • Security of network services: Control Security features, service levels, and management requirements of all network services shall be identified and included in any network services agreement, whether these services are provided in-house or outsourced. <p>Comment: The network upon which Scottish Public Services Information will be processed has boundary firewalls and Internet gateways which are managed by a third party. Regular audits check the state of these devices and an annual penetration test informs the vulnerability management process. Our third party supplier is responsible for software and hardware updates and these are routinely reviewed at the IT Security Working Group reporting up to the Executive Committee via the Head of IT.</p> <p>2. Secure configuration: The relevant ISO27001 controls are as follows:</p> <p>Network access control - Objective: To prevent unauthorized access to networked services.</p> <ul style="list-style-type: none"> • User authentication for external connections: Appropriate authentication methods shall be used to control access by remote users. • Equipment identification in networks: Automatic equipment identification shall be considered as a means to authenticate connections from specific locations and equipment. • Remote diagnostic and configuration port protection: Physical and logical access to diagnostic and configuration ports shall be controlled. • Segregation in networks: Groups of information services, users, and information systems shall be segregated on networks. • Network connection control: For shared networks, especially those extending across the organization’s boundaries, the capability of users to connect to the network shall be restricted, in line with the access control policy and requirements of the business applications. • Network routing control: Routing controls shall be implemented for networks to ensure that computer connections and information flows do not breach the access control policy of the business applications. • Change control procedures: The implementation of changes shall be 			<p>Essentials standard, to demonstrate our commitment to meeting the requirements of the Scottish public sector we intend to achieve Cyber Essentials certification by the end of the financial year.</p>
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	<p>controlled by the use of formal change control procedures.</p> <p>Comment: The network upon which Scottish Public Services Information will be processed is configured in such a way as to ensure easy management and oversight. The relevant controls from ISO27001 are shown above, and these are included in the Information Security Management System which mandates routine checks of use of the network and boundary configuration. A Network Manager is employed within the IT department to ensure these controls are enforced. Furthermore, changes to the network are scheduled through the Change Advisory Board which has a security representative as a standing member.</p> <p>3. Access control: The relevant ISO27001 controls are as follows:</p> <ul style="list-style-type: none">• Segregation of duties: Duties and areas of responsibility shall be segregated to reduce opportunities for unauthorized or unintentional modification or misuse of the organisation’s assets.• User access management: To ensure authorised user access and to prevent unauthorised access to information systems.• User registration: There shall be a formal user registration and deregistration procedure in place for granting and revoking access to all information systems and services.• Privilege management: The allocation and use of privileges shall be restricted and controlled.• Review of user access rights: Management shall review users’ access rights at regular intervals using a formal process. <p>Network access control: Objective: To prevent unauthorized access to networked services.</p> <ul style="list-style-type: none">• Policy on use of network services: Users shall only be provided with access to the services that they have been specifically authorized to use. <p>Monitoring: Objective: To detect unauthorised information processing activities.</p>			
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	<ul style="list-style-type: none">• Audit logging: Audit logs recording user activities, exceptions, and information security events shall be produced and kept for an agreed period to assist in future investigations and access control monitoring.• Monitoring system use: Procedures for monitoring use of information processing facilities shall be established and the results of the monitoring activities reviewed regularly. <p>Comment: The network upon which Scottish Public Services Information will be processed is configured in such a way as to ensure appropriate access permissions. The relevant controls from ISO27001 are shown above, and these are included in the Information Security Management System. The HR team also informs IT Admin of new joiners, those who have left and any changes in role which may affect user access.</p> <p>4. Malware protection: The relevant ISO27001 controls are as follows:</p> <p>Protection against malicious and mobile code – objective: To protect the integrity of software and information.</p> <ul style="list-style-type: none">• Controls against malicious code: Detection, prevention, and recovery controls to protect against malicious code and appropriate user awareness procedures shall be implemented. <p>Security of system files – objective: To ensure the security of system files.</p> <ul style="list-style-type: none">• Control of operational software: There shall be procedures in place to control the installation of software on operational systems. <p>Comment: The network upon which Scottish Public Services Information will be processed is managed in such a way as to ensure appropriate updates are installed in a reasonable timeframe. The relevant controls from ISO27001 are shown above, and these are included in the Information Security Management System. In addition, Cyber Wow Impact Campaigns uses a third party, PhishThem, to conduct quarterly Phishing tests, the results of which are reported to the Executive Committee. This is evidence of our commitment to ongoing education and</p>			
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	<p>employee awareness of developing threats.</p> <p>5. Patch management:</p> <p>Comment: The network upon which Scottish Public Services Information will be processed is managed in such a way as to ensure appropriate updates are installed in a reasonable timeframe. A software tool is employed by the IT Department to routinely scan the applications in use and to report on outdated and malicious software. An application inventory is held by the IT Department. Patch Management is a standing agenda item on the Change Advisory Board.</p>			
Purchaser Authorisation				
<p>[For Purchaser only] In your assessment, does the information provided by the supplier provide sufficient assurance that the cyber risks associated with the Contract will be appropriately mitigated?</p>	<p>Yes.</p>			
<p>Does the Purchaser accept any cyber risks associated with appointment of the Service Provider if successful?</p>	<p>Yes.</p>			
<p>Have you recorded your decision on acceptance of this CIP and any associated risks on CSPST?</p>	<p>Yes.</p>			

v. 24 February 2021

Name, Position and Date	J Bloggs, Senior Information Risk Adviser, Scottish Public Authority 23/12/2018
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