

There may be an opportunity to identify savings through open competition and comparing the winning tender value against the average of the other tenders.

## 12. DATA PROTECTION & CYBER SECURITY

Handling and processing sensitive personal data will not be a factor in this procurement exercise and the customer has completed a [Data Protection Security Questionnaire](#) as well as the Data Protection Schedule. As the form confirmed that the service/contract would not involve the processing of personal data/information by the service provider the Customer was advised that no further action was required.

## 13. SENSITIVE INFORMATION

Due to the nature of the services being procured, there is not likely to be any sensitive information contained within the Invitation to Tender or Contract Notice.

## 14. TUPE

Due to the nature of the services being procured, there are not likely to be any TUPE implications.

## 15. INTELLECTUAL PROPERTY

Provisions relating to non-disclosure and intellectual property rights will be included within the contract. The service provider will respect the confidentiality of any sensitive information they have access to as a result of the contract. All Intellectual Property Rights (IPR) created as a result of the contract will be the property of the Scottish Government.

## 16. TERMS AND CONDITIONS OF CONTRACT

The terms and conditions outlined in the Scottish Government Model Services Contract template will apply to any contract placed as a result of this procurement exercise.

## 17. OPTIONS APPRAISAL

### 17.1. ROUTE TO MARKET

**Table 4** below provides an overview of the options available for this procurement exercise:

Route	Benefits	Risks	Decision	Reason
Use Existing Framework	<ul style="list-style-type: none"> <li>Supplier thoroughly vetted to gain access to framework agreement</li> <li>Quick route to market</li> <li>Agreed Terms and Conditions</li> <li>Potential to identify savings (from Framework rates)</li> </ul>	<ul style="list-style-type: none"> <li>Lack of opportunity and visibility of procurement process may lead to complaints/formal challenge from other suppliers in the market</li> </ul>	Not recommended	No framework available
Open (Light Touch Regime)	<ul style="list-style-type: none"> <li>Allows for competition</li> <li>Allows for value for money to be demonstrated (quality and commercial)</li> <li>Removes barriers for suppliers to bid</li> <li>Removes need to follow former OJEU regs and timescales</li> </ul>	<ul style="list-style-type: none"> <li>Potential to restrict</li> </ul>	Subsequently Not Recommended	<ul style="list-style-type: none"> <li>Wider CPV codes to be used do not align</li> </ul>

Route	Benefits	Risks	Decision	Reason
Open (over WTO GPA limit))	<ul style="list-style-type: none"> <li>• Allows for competition</li> <li>• Allows for value for money to be demonstrated (both quality and financial considerations)</li> <li>• Removes barriers for suppliers to bid</li> </ul>	<ul style="list-style-type: none"> <li>• Increased timescales if a high volume of tenders is received</li> <li>• Increased procurement resource / costs over above options</li> </ul>	Recommended	<ul style="list-style-type: none"> <li>• Ensures no restrictions on the market</li> </ul>
Restricted	<ul style="list-style-type: none"> <li>• Permits the restriction of tenderer numbers to only those suppliers who demonstrate expertise/ experience</li> </ul>	<ul style="list-style-type: none"> <li>• Increased timescales (2 months)</li> <li>• Requires increased procurement and customer resources to evaluate</li> </ul>	Not recommended	<ul style="list-style-type: none"> <li>• Increased time and resources for no added value</li> </ul>
Innovative Partnership	<ul style="list-style-type: none"> <li>• Allowing the development of new types of goods and services;</li> <li>• Market stimulation through the appointment of one or several partners competing to conduct separate research and development activities funded through the contract;</li> <li>• Allowing the choice of the most suitable partners for development contracts</li> <li>• Allowing the purchase of the innovative supplies and/or services through the Innovation Partnership</li> </ul>	<ul style="list-style-type: none"> <li>• Lengthy procedure</li> <li>• Fairly new and therefore untested route to market.</li> </ul>	Not recommended	<ul style="list-style-type: none"> <li>• This is more suited to contracts where the specification has not been fully developed</li> </ul>
Competition with Negotiation	<ul style="list-style-type: none"> <li>• The entire marketplace is given the opportunity to participate</li> <li>• A good level of competition and value for money should be achieved</li> <li>• There is an opportunity to improve the offering through the negotiation process.</li> <li>• Suppliers are given the opportunity to contribute their ideas</li> </ul>	<ul style="list-style-type: none"> <li>• Lengthy procedure</li> <li>• Has only been undertaken a few times in the Scottish public sector.</li> <li>• Risks attached to the negotiation process in terms of ensuring fairness and transparency.</li> </ul>	Not recommended	<ul style="list-style-type: none"> <li>• Need to demonstrate fairness and transparency due to profile of the contract – this may be difficult to achieve</li> </ul>
Competitive Dialogue	<ul style="list-style-type: none"> <li>• Ideal route for innovative solutions where suppliers can input to the specification.</li> </ul>	<ul style="list-style-type: none"> <li>• Lengthy procedure</li> <li>• Risks around the dialogue process in terms of ensuring fairness and transparency.</li> </ul>	Not recommended	<p>There is a clear specification for the services to be provided. With this as context and</p>

Route	Benefits	Risks	Decision	Reason
	<ul style="list-style-type: none"> <li>The entire marketplace is given the opportunity to participate</li> <li>A good level of competition and value for money should be achieved</li> </ul>	<ul style="list-style-type: none"> <li>The route is only suited to highly complex and risky projects where bidders will have a major role in defining the solution.</li> </ul>		noting the risks involved, this is not the most effective procurement route for this exercise.

**Table 3:** Procurement Route Options Appraisal

## 17.2. LOTTING

Consideration has been given to whether it is appropriate to divide this contract into lots however, for this requirement it has been determined that lotting would not be suitable as:

- It would make the execution of the contract excessively technically difficult or expensive
- The need to co-ordinate the different contractors for the lots could seriously risk undermining the proper execution of the contract.

## 18. SELECTION & EVALUATION

### 18.1. SINGLE PROCUREMENT DOCUMENT (SPD) SCOTLAND CONSIDERATIONS

The SPD (Scotland) will be utilised via the Qualification Envelope on PCS-T. In addition to the mandatory exclusion grounds, the below sections of Part IV of the SPD (Scotland) will be used as selection criteria:

#### 1. Section A: Suitability

- Professional or Trade Registers enrolment – N/A
- Authorisation/Membership to perform services – N/A

#### 2. Section B: Economic and Financial Standing

- Turnover – N/A
- Financial Ratios – minimum of 1
- Minimum Insurance Levels - standard £5 million and £5 million public liability insurance and £2 million for professional liability insurance (in addition to £5 million Employers' Insurance legislative requirement)
- Any other economic or financial requirements – no contra indications

#### 3. Section C: Technical and Professional Ability (to shortlist bidders)

- Works Contracts – n/a
- Supply/Service Contracts – examples of relevant experience in last 3 years
- Details of Technicians/Technical Bodies – n/a
- Technical Facilities and Measures for Ensuring Quality and the Study and Research Facilities Used – n/a
- Supply Chain Management/Tracking Systems Used – n/a
- Checks by Public Body/Official Body on Production Capacities/Technical Capacity – n/a
- Educational and Professional Qualifications – n/a
- Environmental Management Measures – n/a

- i. Average Annual Manpower (3 years) – n/a
- j. Number of Managerial Staff (3 years) – n/a
- k. Relevant tools, plant or technical equipment – n/a
- l. Proportion (%) to be Sub-Contracted – information only
- m. Samples, Descriptions or Photographs of Products (Supply Contracts) – n/a
- n. Certificates of Authenticity (Supply Contracts) – n/a
- o. Product Conformity Certificates from Official Quality Control Institutes/Agencies (Supply Contracts) – n/a

**4. Section D: Quality Assurance Schemes and Environmental Management Standards**

- a. Quality Management Procedures – n/a
- b. Health and Safety Procedures – n/a
- c. Environmental Management Systems/Standards Certificates – n/a

**18.2. EVALUATION STRATEGY & CRITERIA**

**18.2.1. Price/Quality Ratio**

The following Price/Quality weighting will be applied during the tender evaluation:

Evaluation Criteria	Weighting
Quality/Technical	70%
Price/Commercial	30%

**Table 4:** Price/Quality Weightings

The above PQR has been agreed with the customer.

Full details of the evaluation criteria (including any sub-weightings) and the scoring methodology will be made available to interested bidders in the Invitation to Tender documentation. The Procurement Journey Evaluation Matrix tool will be used to identify the best value for money tender, taking into account both the quality and price criteria.

**18.2.2. Tender Evaluation Panel**

The Tender Evaluation Panel (TEP) shall consist of:

Panel Member	Business Area	Role
	Promise Implementation Support Team	Quality/Technical
	Early Intervention Team Leader	Quality/Technical
	Kinship Care Policy Officer	Quality/Technical
	SGPT	Financial

**Table 5:** Tender Evaluation Panel

The primary purpose of the TEP is to ensure that:

- The contract award decision is objective
- The decision making process is fair, transparent and auditable
- Best value in the tender process can be demonstrated

All members of the TEP will be issued with a Declaration of Impartiality. On signing this declaration, each member undertakes to exercise an evaluator's responsibility honestly, fairly and objectively. In so doing, each TEP member asserts their independence from parties subject to evaluation. This process is

designed to address any actual or apparent cases of conflict of interest. TEP members declare to treat all information in confidence.

### 18.2.3. Quality/Technical Evaluation

In assessing the Technical Envelope response, a mark will be awarded for each question up to a maximum of 4 marks, in accordance with the methodology detailed in **Table 6** below.

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

**Table 6:** Technical Scoring Methodology

The Quality/Technical TEP members detailed in **Table 5** in Section 18.2.2 will read and score the quality/technical aspects of all tenders independently using the pre-defined evaluation criteria and scoring system. The mark awarded will be based on the evidence submitted in response to each question and the moderated average score will subsequently be multiplied by the weighting. A moderation meeting will take place where the evaluators will come together to agree final scores. The process to agree final scores will be transparent and documented.

No member of the evaluation panel will assess both the quality/technical elements and the pricing/commercial elements of the tender.

### 18.2.4. Price/Commercial Evaluation

The TEP member(s) identified in Table 5 of Section 18.2.2 as responsible for the Price/Commercial Evaluation will evaluate the pricing and commercial aspects of the tenders separately.

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.

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:

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

Scores will be rounded to 2 decimal places

## 19. TIMETABLE

[Annex B](#) provides an indicative timetable for this procurement exercise.

## 20. CONTRACT MANAGEMENT

### 20.1. CSM TRAINING PROGRAMME

The CSM Training Programme is a mandatory requirement for all Contract Managers. Further information can be found at the following [Saltire link](#).

Prior to the award of this contract, the following activities must be completed:

- Permanent Contract Manager identified;
- Contract Manager to complete mandatory CSM Training Programme and Training Needs Analysis.
- Contract Management Responsibility form to be completed and returned to the Contract & Supplier Management Team via [CSMTGovernance@gov.scot](mailto:CSMTGovernance@gov.scot)

### 20.2. CONTRACT MANAGEMENT HANDBOOK

The Lead Customer and/or Contract Manager has been provided with the [Contract Management Handbook](#) and informed about the [support](#) available from the Contract & Supplier Management Team.

### 20.3. CONTRACT CATEGORISATION

The Contract Categorisation which is likely to apply to this Contract is as follows:

**Transactional/Routine**

### 20.4. ROLES & RESPONSIBILITIES

Overall responsibility for Contract Management activities resides with the Contract Manager within the local business area.

The table below denotes the key Contract Management activities and responsible Action Officer normally associated with managing a typical SG Contract.

Agreement between the customer and SGPT on the final contract management roles and responsibilities shall be determined prior to award of contract to ensure delivery of service and benefits achieved at contract award.

The successful service provider will also be required to appoint a contract manager to liaise directly with the SG contract manager and will be responsible for ensuring effective delivery of the services.

Activity	SRO / Programme Board	Contract Manager / Contract Owner	SPPD Buyer	Supplier	SPPD: CSM-T
<b>Project &amp; Programme Governance</b>					
Sponsorship of CSM & Appointment of suitable Contract Manager	✓				
Business Case	✓				
Risk Management	✓	✓		✓	
Business Continuity Planning	✓	✓		✓	✓
Contract Contingency Planning	✓	✓		✓	✓
<b>Finance &amp; Budget</b>					
Budget Management	✓	✓			
Invoice checking, administration and payments		✓		✓	
Supply chain payment monitoring		✓		✓	✓
<b>Contract &amp; Supplier Performance Monitoring</b>					
Manage supplier relationship at senior and operational levels	✓	✓			✓
Supplier performance monitoring & review meetings		✓		✓	✓
KPI managements and analysis		✓			✓

Supplier performance reports via eProcurement Systems		✓			✓
Contract & Supplier Development		✓		✓	✓
Ethical supply chain checks		✓		✓	✓
Manage minor/operational contractual issues		✓			✓
Manage major/critical contractual issues	✓	✓			✓
<b>Contract Administration</b>					
Produce appropriate contract documentation, terms and conditions		✓	✓		
Contract Handover Documents			✓		
Contract Variations			✓		✓
Price Changes / Variations			✓		✓
Contract Extension			✓		✓
➢ Supplier finances		✓			✓
➢ Insurance					
➢ Business probity					
<b>Benefit Realisation</b>					
Savings reporting		✓			✓
Community Benefit reporting		✓			✓
Fair Work & Ethical contract monitoring		✓			✓
Recording lessons learned		✓			✓
Ensure value for money	✓	✓			✓

✓ Support can be provided by CSM-T if requested by the Contract Manager/Owner. Charges apply.

## 20.5. SERVICE LEVELS & KEY PERFORMANCE INDICATORS

The specification included in the ITT and final contract will outline any Service Levels/Key Performance Indicators that the service provider must meet.

## 20.6. MOBILISATION

As part of their tender response, bidders will be required to provide a mobilisation plan which outlines their proposed approach to ensuring that the services are up and running by the contract commencement date.

## 20.7. EXIT STRATEGY

An appropriate exit strategy will be agreed with the successful service provider and form part of the final contract documentation. The terms and conditions of the contract will be used to cover the return and handover of all documentation relating to the contract to the Scottish Government and/or a new service provider.

The successful service provider will be required to meet all of the exit requirements as stated in the contract.

## 21. PROCUREMENT RECHARGE

It is anticipated the cost of providing procurement support will be 25 days at £459 per day.

The overall anticipated fee charged to the customer will be £11,475 which is inclusive of a 20% management fee ( **C band time to provide support, review and approval**).

The customer agrees to pay for the cost of dedicated procurement support. Costs will be monitored regularly throughout the procurement process and may be subject to review if significantly more or less than anticipated. The customer will be advised in writing of any significant cost changes at the earliest opportunity.

Charging Guidance can be found in: [SGPT Charging Guidance](#)

## 22. LEGAL FEES

Over the course of the procurement, it may be necessary to seek legal advice from SGLD or partners. The customer agrees to pay for the cost of any legal fees.

## 23. QUALITY ASSURANCE REVIEW

In accordance with SGPT standard ways of working, a review of the following key documents will be undertaken by a buyer with appropriate Delegated Purchasing Authority.

<b><u>Stage 1</u></b>	<a href="#">Procurement Strategy</a>
	<a href="#">Invitation to Tender/Contract Notice</a>
<b><u>Stage 2</u></b>	<a href="#">Contract Award Recommendation Report</a>
	<a href="#">/Debrief/Award Letters</a>

This sourcing strategy has been peer reviewed by:

<b><u>Buyer Name</u></b>	
<b><u>Job Title</u></b>	<a href="#">Senior Portfolio Specialist</a>
<b><u>Date Review Completed</u></b>	<a href="#">30/11/2021</a>

#### 24. CUSTOMER SIGN OFF

I accept and agree with the recommended sourcing strategy for .

<b><u>Customer Name</u></b>	
<b><u>Job Title</u></b>	Team Leader – Promise Implementation Support Team Strategy
<b><u>Date Review Completed</u></b>	<a href="#">30/11/2021</a>

#### 25. APPROVALS

This strategy has been developed by

For the purposes of Delegated Purchasing Authority approval, the strategy is approved by:

<b><u>Name</u></b>	
<b><u>Job Title</u></b>	<a href="#">Head of Scottish Government Procurement</a>
<b><u>Date Review Completed</u></b>	<a href="#">01/12/2021</a>



**ANNEX A – ROLES & RESPONSIBILITIES**

<b>ROLE/TASK</b>	<b>RESPONSIBILITY</b>
<b>Develop &amp; Agree Sourcing Strategy</b>	SGPT & CUSTOMER
<b>Develop Invitation to Tender Documentation</b>	SGPT & CUSTOMER
<b>Issue Invitation to Tender</b>	SGPT
<b>Receive and Distribute Tenders</b>	SGPT
<b>Conduct Technical Evaluation</b>	CUSTOMER
<b>Conduct Commercial Evaluation</b>	SGPT
<b>Obtain Clarifications (where necessary)</b>	SGPT & CUSTOMER
<b>Participate in Evaluation Panel</b>	SGPT & CUSTOMER
<b>Prepare and Approve Contract Award Recommendation Report (CARR)</b>	SGPT & CUSTOMER
<b>Issue Outcome Letters</b>	SGPT
<b>Debrief Unsuccessful Bidders (where applicable)</b>	SGPT & CUSTOMER
<b>Finalise Contract and Issue to Successful Supplier</b>	SGPT
<b>Contract Management</b>	CUSTOMER (FOLLOWING IMPLEMENTATION)

## ANNEX B – INDICATIVE PROCUREMENT TIMETABLE

Task	Action by	Target Completion Date
Produce Draft Sourcing Strategy	SGPT	5 <sup>th</sup> November 2021
Sign-off Strategy	SGPT and Customer	15 <sup>th</sup> November 2021
Produce Draft Statement of Requirements	Customer	5 <sup>th</sup> November 2021
Produce Technical Envelope Questions	Customer	5 <sup>th</sup> November 2021
Draft ITT	SGPT and Customer	27 <sup>th</sup> November 2021
<b>Checkpoint:</b> SGPT Peer Review	SGPT	29 <sup>th</sup> November 2021
<b>Checkpoint:</b> Policy Team Approvals	Customer	30 <sup>th</sup> November 2021
<b>Issue ITT and PCS-T, Find a Tender Advert</b>	<b>SGPT</b>	1st December 2021
Deadline for Supplier Questions	All	15 <sup>th</sup> December 2021
Deadline for Answers	All	22 <sup>nd</sup> December 2021
Tender Return	SGPT	17 <sup>th</sup> January 2022 31
Evaluation	SGPT and Customer	18 <sup>th</sup> January– 26 <sup>th</sup> January 2022
Moderation Meeting	SGPT	27 <sup>th</sup> January 2022
Period for Clarifications (if required)	SGPT	28 <sup>th</sup> January– 2 <sup>nd</sup> February 2022
Prepare and submit Contract Award Recommendation Report	SGPT and Customer	3 <sup>rd</sup> February 2022
<b>Checkpoint:</b> SGPT Peer Review	SGPT	3 <sup>rd</sup> February 2022
Close Evaluation Peer Review (if required)	SGPT	
Approve Recommendation report	SGPT	4 <sup>th</sup> February 2022
Customer Business Approval	Customer	5 <sup>th</sup> February 2022 – 9 <sup>th</sup> February 2022
Issue Successful/Unsuccessful Letters	SGPT	10 <sup>th</sup> – 21 <sup>st</sup> February 2022
Contract Award (after Standstill)	SGPT	28 <sup>th</sup> February 2022



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**SCOTTISH PROCUREMENT AND PROPERTY DIRECTORATE**  
**Procurement Services Division**

# **CONTRACT AWARD RECOMMENDATION REPORT**

**[Insert Contract Title]**

**Case Ref: [Insert Case Ref]**

**Prepared By: [Insert Buyer Name]**

**Date: 07 February 2022**

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## 26. EXECUTIVE SUMMARY

<b>Contract Title</b>	[Insert Contract Title]
<b>Lead Procurement Officer</b>	[Insert Buyer Name]
<b>Contract Value</b>	[Insert Contract Value]
<b>Initial Contract Duration (Months)</b>	[Insert Initial Duration]
<b>Extension Options (Months)</b>	NIL
<b>Customer</b>	[Insert Customer Name]
<b>Current Contract Status</b>	Contract due to expire 31 March 2022
<b>Recommendation</b>	Contract Award to [Insert Supplier Name]
<b>eRDM Ref</b>	CASE/[Insert Case Ref]

The award of this contract is in compliance with the [SG Corporate Procurement Strategy](#).

## 27. PURPOSE AND BACKGROUND

### 27.1. PURPOSE

The purpose of this document is to outline the tender process undertaken for the above named project and to confirm the intention to award a contract to [Insert Supplier Name] for the provision of the [Insert Contract Title].

This document contains commercially sensitive information and needs to be handled and circulated accordingly. In particular, this contract award recommendation report should not be shared with suppliers as it contains commercially sensitive information. This documentation should be read as “Official – Sensitive: Commercial”.

### 27.2. BACKGROUND

The Scottish Government has a requirement to place a contract with an external service provider for the provision services to the [Insert Contract Title].

The contract will be for a period of [Insert Initial Duration].

The budget for this requirement over the contract term is £750k.

The current contract for is due to expire on 31 March 2022.

## 28. SOURCING STRATEGY KEY POINTS

A copy of the sourcing strategy is linked below:

[REDACTED]

### 28.1. RECOMMENDED PROCUREMENT ROUTE

In accordance with the sourcing strategy, it was determined that the recommended route to market for this requirement was the OJEU Open Procedure.

Consideration was also given to lotting this requirement however, as outlined in the sourcing strategy it was determined that lotting was not suitable as:

- c) It would make the execution of the contract excessively technically difficult or expensive
- d) The need to co-ordinate the different contractors for the lots could seriously risk undermining the proper execution of the contract.

## 28.2. PRE-MARKET ENGAGEMENT

No pre market engagement was held as it was considered that there were enough potential suppliers in the market who would wish to respond to the Invitation to Tender.

### 4. PROCUREMENT PROCESS

A Contract Notice was published on PCS and in the OJEU on 01 December 2021. All of the Invitation to Tender documentation was made available to interested parties via the Public Contracts Scotland-Tender (PCS-T) portal. The PCS-T portal was also used to manage clarifications and to receive final bids from potential service providers.

The ITT documents are attached below for information:

**[REDACTED]**

A total of 3 tenders were received by the tender return date of **17 January 2022** from the following bidders:

1. **[Insert Supplier Name]**
2. **[REDACTED]**
3. **[REDACTED]**

### 5. EVALUATION

All bids were evaluated in accordance with the methodology outlined in the ITT documentation. A summary of each stage of the evaluation is outlined below.

#### 5.1 QUALIFICATION ENVELOPE EVALUATION

In accordance with the methodology used by PCS-Tender, a Qualification stage was used as part of the tender process incorporating the SPD (Scotland).

All bidders were required to meet a number of minimum requirements in relation to criminal convictions and other mandatory exclusion grounds. Bidders were also required to confirm that they met other selection criteria (as outlined in Part IV of the SPD):

#### 5. Section A: Suitability

- a. Professional or Trade Registers enrolment – N/A
- b. Authorisation/Membership to perform services – N/A

#### 6. Section B: Economic and Financial Standing

- a. Turnover – N/A
- b. Financial Ratios – a minimum of 1
- c. Minimum Insurance Levels –
  - Public liability insurance in the sum of not less than £5m
  - Professional Indemnity insurance in the sum of not less than £5m, and
  - Employer's liability insurance in accordance with any legal obligation for the time being in force.
- d. Any other economic or financial requirements – N/A

#### 7. Section C: Technical and Professional Ability (to shortlist bidders)

- a. Works Contracts – N/A
- b. Supply/Service Contracts – examples of relevant experience.

- c. Details of Technicians/Technical Bodies – N/A
- d. Technical Facilities and Measures for Ensuring Quality and the Study and Research Facilities Used – N/A
- e. Supply Chain Management/Tracking Systems Used – N/A
- f. Checks by Public Body/Official Body on Production Capacities/Technical Capacity – N/A
- g. Educational and Professional Qualifications – N/A
- h. Environmental Management Measures- – N/A
- i. Average Annual Manpower (3 years) – N/A
- j. Number of Managerial Staff (3 years) – N/A
- k. Relevant tools, plant or technical equipment – N/A
- l. Proportion (%) to be Sub-Contracted – N/A
- m. Samples, Descriptions or Photographs of Products (Supply Contracts) – N/A
- n. Certificates of Authenticity (Supply Contracts) – N/A
- o. Product Conformity Certificates from Official Quality Control Institutes/Agencies (Supply Contracts) – N/A

**8. Section D: Quality Assurance Schemes and Environmental Management Standards**

- a. Quality Management Procedures – N/A
- b. Health and Safety Procedures – N/A
- c. Environmental Management Systems/Standards Certificates – N/A

All bidders passed the Qualification Envelope.

**5.2 QUALITY EVALUATION (TECHNICAL ENVELOPE)**

In accordance with the methodology outlined in the ITT, the Technical Envelope in PCS-T was used as a basis for the quality evaluation.

The Tender Evaluation Panel (TEP) (as identified in the sourcing strategy) were required to complete a Declaration of Impartiality and Confidentiality to confirm they had no conflicts of interest with the organisations being evaluated.

Each member of the TEP evaluated and scored the bids in isolation against the pre-agreed contract award criteria, which was outlined in the ITT. Copies of each individual evaluator’s initial score sheet are available in the following eRDM link:

**[REDACTED]**

Details of each of the sections to be scored are outlined in Table 2 below:

Section	Subject
A	Methodology
B	Staffing and Resourcing
C	Fair Work First
D	Business Continuity and Disaster Recovery

**Table 2: Technical Envelope Award Criteria**

A moderation meeting was held on 1 February 2022 to discuss the individual scores and to ensure as far as possible, consistency of method and approach. Some members of the TEP chose to revisit their scores during the moderation meeting, as documented in the PQR. The final TEP scores following the moderation meeting are also included in the PQR.

The final overall quality scores for each bidder are outlined in Table 3 below:

Bidder Name	Quality Score (out of 100)
[Insert Supplier Name]	94.13
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**Table 3:** Quality Scores

### 5.3 PRICE EVALUATION (COMMERCIAL ENVELOPE)

The price scores for each bidder are outlined in Table 4 below.

Bidder Name	Tender Evaluation Sum	Price Score (out of 100)
[Insert Supplier Name]	£749,283.00	74.34
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**Table 4:** Price Scores

### 5.4. CLARIFICATIONS

The responses provided addressed all of the points raised and the TEP were content that no further clarifications were required.

### 5.5 PRICE/QUALITY RATIO EVALUATION

As outlined in the sourcing strategy, the below Price:Quality Ratio (PQR) was agreed and outlined in the ITT:

Evaluation Criteria	Weighting
Quality/Technical	70%
Price/Commercial	30%

This means that the Quality and Price Scores outlined in the above sections would be combined into an overall final score. The tenderer with the highest combined score would be deemed the successful tenderer.

The Quality and Prices Scores for each bidder were entered into the attached PQR Evaluation Matrix to determine the combined scores.

[REDACTED]

A summary of the combined scores for each tenderer and their final ranking are outlined in Table 5 below.

Bidder Name	Weighted Quality Score	Weighted Price Score	PQR Combined Score	Rank
[Insert Supplier Name]	65.89	22.30	88.19	1
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3

**Table 5:** Combined Scores

## 6. SAVINGS

In accordance with the [Procurement Benefits Reporting Guidance](#), no savings can be claimed in respect of this tender exercise as the Specification of Requirement had increased considerably and the price of this contract cannot be



directly aligned to the price of the current contract. Neither can there be considered a market price saving as Corra Foundation were the most expensive of the 3 bids received.

## **7. COMMUNITY BENEFITS (IF RELEVANT)**

The Community Benefits question was included in the ITT and was assigned a weighting of zero.

As part of their tender response, [Insert Supplier Name] provided a Community Benefits proposal and a summary of potential opportunities is provided below:

- Continuing to recruit through Community Jobs Scotland where appropriate.
- Continue to identify and support appropriate workplace opportunities for 14-16 year olds, including through Project Scotland.
- Continue to recruit through 'adopt an intern' (now AAI EmployAbility) where appropriate.
- Provide ongoing support to leadership and development opportunities for employees and individuals from community led organisations supported by Corra (2027 programme, Grant Givers<sup>1</sup> programme).
- Investment and time commitment to ongoing personal development for new employees.
- We will also actively share opportunities for funded organisations to engage in these opportunities, significantly widening the reach and impact of this work. Organisations will report on the community benefits they have delivered on an ongoing basis throughout the life of the fund.

The community benefits outlined above will be captured in the final contract and will be monitored to ensure delivery.

### **7.1 CLIMATE EMERGENCY**

As a result of including a non-scored Climate Emergency question, the successful supplier has committed to delivering the following sustainable benefits in the delivery of this Contract:



Corra response to  
climate emergency qu

## **8. FAIR WORK PRACTICES/LIVING WAGE**

### **8.1 FAIR WORK PRACTICES QUESTION**

As outlined in the sourcing strategy, a scored Fair Work First question with a weighting of 5% was included in the ITT.

The moderated average score for the Fair Work First question was 3.75 and the recommended supplier has demonstrated that they have appropriate measures in place and the TEP are content that there are no issues with fair work practices.

### **8.2. SCOTTISH BUSINESS PLEDGE**

For information only, a non-scored business on the Scottish Business Pledge was also included in the ITT.

The preferred bidder has confirmed that they have not signed up to the Scottish Business Pledge.

### **8.3. LIVING WAGE SCOTLAND ACCREDITATION**

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For information only, a non-scored business on whether bidders were accredited by Living Wage Scotland was also included in the ITT.

The preferred bidder has confirmed that they are accredited and this has been verified by the buyer via the following link:

<https://scottishlivingwage.org/accredited>

#### **8.4. PAYMENT OF THE REAL LIVING WAGE**

As outlined in the sourcing strategy, it was not considered relevant or proportionate to mandate payment of the real Living Wage for this contract.

However, a non-scored question on whether bidders intended to pay real Living Wage to all staff involved in the delivery of the contract was included, for information purposes only.

The recommend supplier confirmed that all staff would be paid at least the real Living Wage.

#### **9. LESSONS LEARNED**

N/A

### **10. CONTRACT MANAGEMENT**

#### **10.1. CONTRACT MANAGER & CSM TRAINING**

The lead Contract Manager has been identified currently as [REDACTED].

The current Contract Manager has been made aware of the need to complete the mandatory CSM Training Programme and Training Needs Analysis. However, she is due to move to another role prior to the contract starting. At this point in time we are unable to confirm if her replacement has completed the training. I will continue to monitor the position to ensure that the incoming Contract Manager has the relevant training, the **Contract Management Responsibility** form has been completed and sent to the CSM Team for authorisation.

#### **10.2. CONTRACT CATEGORISATION**

The Contract Categorisation which is will apply to this Contract is as follows:

**Transactional/Routine**

#### **10.3 MOBILISATION**

As part of their tender response, [Insert Supplier Name] were required to provide a mobilisation plan. [Insert Supplier Name] are the current contractor for this requirement and will not require a mobilisation plan to go live on the contract commencement date.

#### **10.4 ON-GOING CONTRACT MANAGEMENT**

The lead customer will assume the role of Contract Manager and will provide proactive and hands-on Contract Management in line with Contract Management Handbook which has been provided and explained.

The level of SPCD involvement is expected to be limited to providing ad-hoc assistance during the mobilisation stage.

The Contract Manager has been made aware that support remains available from the Contract & Supplier Management Team (CSM-T) should it be required in the future.

[Insert Supplier Name] will also appoint a contract manager to liaise directly with the SG and will be responsible for ensuring effective delivery of the services and for ensuring that the required Service Levels/KPIs are met.

#### **10.5 CONTRACT HANDOVER DOCUMENT**

The Lead Procurement Officer will develop a Contract Handover Document and will provide this to the Contract Manager(s) following contract award, a copy will also be provided to the CSM-T for information.

The Contract Handover Plan will capture all pertinent information relating to the contract, including but not limited to any key points of contact, milestones, MI requirements, Service Levels/KPIs

**11. DUE DILIGENCE**

**11.1. FINANCIAL CHECK**

As part of due diligence, ASU were requested to carry out a financial check of Corra Foundation.

The report provided by ASU is attached below for information.

<insert eRDM link to ASU report>

**11.2. INSURANCES**

The preferred bidder will be required to provide copies of their insurance certificates to confirm they have the required level of insurances, as set out in the terms and conditions. These will be saved into the eRDM file.

**11.3. SLAVERY AND HUMAN TRAFFICKING (MODERN SLAVERY) STATEMENT [REDACTED]**

<b>Is the suppliers' turnover greater than £36m?</b>	No
--	----

**12. RECOMMENDATION**

It is the recommendation of the TEP that the contract for **[Insert Contract Title]** is awarded to **[Insert Supplier Name]**.

<b>Recommended By</b>	<b>[Insert Buyer Name]</b>
<b>Position</b>	Senior Portfolio Specialist
<b>Date</b>	07 February 2022

**13. SGPT QUALITY ASSURANCE REVIEW**

In accordance with SGPT standard ways of working, a review of the following key documents will be undertaken by a buyer of at least the same grade:

<b>Stage 1</b>	<a href="#">Sourcing Strategy</a>
	<a href="#">Invitation to Tender</a>
<b>Stage 2</b>	<a href="#">Contract Award Recommendation Report</a>
	<a href="#">Standstill/Debrief/Award Letters</a>

This Contract Award Recommendation Report has been reviewed by:

<b>Buyer Name</b>	<b>[REDACTED]</b>
<b>Job Title</b>	<a href="#">Head of SGPT</a>
<b>Date Review Completed</b>	<a href="#">07/02/2022</a>

**14. APPROVALS (ONLY USE IF PROJECT IS ABOVE YOUR DPA)**

For the purposes of Delegated Purchasing Authority approval, this recommendation is approved by:

<b>Approved By</b>	<b>[REDACTED]</b>
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<b>Position</b>	Head of SGPT
<b>Date</b>	07 February 2022

**15. LEAD CUSTOMER SIGN OFF**

I accept and agree with the recommendation that the contract for **[Insert Contract Title]** should be awarded to **[Insert Supplier Name]**.

<b><u>Customer Name</u></b>	<b>[REDACTED]</b>
<b><u>Job Title</u></b>	<a href="#">DCAF Promise Implementation Lead</a>
<b><u>Date Review Completed</u></b>	Click here to enter a date.

T: 07872612985  
E: [REDACTED]@gov.scot

Our ref: CASE/566679

1 December 2021

**INVITATION TO TENDER – SERVICES TO ADMINISTER THE PROMISE  
PARTNERSHIP FUND 2022-2025**

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 (*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 (if required)
  - Schedule 9 Data Protection
  - Schedule 10 Exit Management
  - Schedule 11 Cyber Security

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 noon** on **Monday, 17 January 2022**. Tenders must be submitted through the Public Contracts Scotland system (PCS-T).
4. It is the responsibility of all tenderers to ensure that their tender is received no later than the appointed time. The Scottish Ministers may not consider tenders received after that time.
5. The Scottish Ministers are not bound to accept the lowest priced or any tender and shall not be bound to accept the contractor as a sole supplier.
6. Please use the messaging function with PCS-Tender to submit any questions in relation to this Invitation to Tender. The deadline for questions from suppliers is **12:00 noon** on **Wednesday, 15 December 2021**.

Yours Faithfully

**[REDACTED]**

Senior 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 CONTRACT NOTICE WILL NOT BE EVALUATED.**

# INSTRUCTIONS TO TENDERERS

CASE REF: 566679

## PROMISE PARTNERSHIP FUND 2022-2025

### 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 Monday 17<sup>th</sup> January 2022.**
- 1.6 Tenderers may be required to provide a Parent Company Guarantee. Tenderers must make it clear in their tender submission if they are not able conform to this requirement.
- 1.7 Tenderers can access the Collaborative and Scottish Government Procurement Division Privacy Notice through the following link:  
<https://www.gov.scot/publications/scottish-procurement-and-commercial-directorate-privacy-notice/>

### 2. Award Criteria

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

- **Quality (Technical) 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 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 **12:00 noon on Wednesday 15th December 2021**. 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](mailto:help@bravosolution.co.uk)
- 3.10 If the Scottish Ministers consider any questions or requests for clarification to be of material significance, both the query and the response will be communicated to all Tenderers that have expressed interest in this ITT. The Scottish Ministers will take steps not to identify the source of the query. Tenderers should indicate if they do not want their question and response circulated. The Scottish Ministers reserves the right to circulate if not doing so would breach the principle of equal treatment.
- 3.11 Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS-T. The Scottish Ministers shall not be responsible for contacting Tenderers through any route other than the nominated PCS-T contact. Tenderers must therefore keep their contact details on the PCS-T system up to date or they will be unable to receive communications from the Scottish Ministers. Tenderers must also undertake to notify any changes to their single point of contact promptly.
- 3.12 All submissions from Tenderers will remain sealed on the PCS-T system until after the deadline has passed. Please note that your response will not be submitted until you press the "submit response" button. You will then receive a confirmation email that your response has been received. The Scottish Ministers will not be able to see your response until the deadline date has passed.
- 3.13 We strongly advise that you submit your response well in advance of the deadline to allow sufficient time for uploading.
- 3.14 Tenderers are reminded that they can check and amend their submissions after they have been submitted and up until the deadline. In the event that a Tenderer submits their tender more than once, PCS-T will only accept the final version of the tender submission.
- 3.15 If you experience any technical difficulties, please seek advice through the BravoSolution helpdesk on 0800 368 4850 or at [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk). The Scottish Ministers cannot assist you with technical matters and the Bravo Solution helpdesk cannot help you once the tender return deadline has passed.
- 3.16 Should you decline to tender, the Scottish Ministers would request that you provide a brief reason for doing so. This information will help us improve our tender processes in future. Any responses of this nature will be kept confidential.
- 3.17 All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the Scottish Ministers in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a

consequence of judicial order, or order by any court or tribunal with the Scottish Government to order disclosure.

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

#### **4. Right To Reject / Disqualify**

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

#### **5. Tenderer Composition**

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

## **6. Late Tenders**

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

## **7. Relevant and Appropriate Responses**

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

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

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

## **9. Misleading or Falsification of Documents**

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

## **10. Freedom of Information**

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

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

## **11. Constitution of Contracts**

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

## **12. Canvassing**

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

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

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

## **14. Non-Conclusive**

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

## **15. No Representation or Warranty**

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

## **16. Collusive Behaviour**

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

- 16.1.1 Fixing or adjusting the amount of its tender by or in accordance with any agreement or arrangement with any other party; or
- 16.1.2 Communicating to any party other than the Scottish Ministers the amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security); or
- 16.1.3 Entering into any agreement or arrangement with any other party that such other party will refrain from submitting a tender; or
- 16.1.4 Entering into any agreement or arrangement with any other party as to the amount of any tender submitted; or
- 16.1.5 Paying or giving or offering or agreeing to pay or give any sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender, any act or omission, will (without prejudice to any other civil remedies available to the Scottish Ministers and without prejudice to any criminal liability which such conduct by a tenderer may attract) be disqualified.

## **17. Conflict of Interest**

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

## **18. Consortium Bids**

- 18.1 If applying on behalf of a consortium, please confirm the names and addresses of all other members of the consortium below. Any contract will be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute said contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the contract. It will be for members of the consortium to sort out their respective duties and liabilities amongst each other. For administrative purposes, any associated documentation prior to and in regards to contract award will be made to the nominated lead organisation.
- 18.2 If sub-contractors are to be used to assist in the delivery of the service, the following information must be provided for each proposed sub-contractor, when available:

- Name and Address

- Company Registration
- Areas of the service to be provided

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

## **19. No Inducement or Incentive**

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

## **20. TUPE (Information Only)**

20.1 TUPE - The Transfer of Undertakings (Protection of Employment) Regulations 2007 give effect to the EC Acquired Rights Directive 1977. The Scottish Ministers are not the employer and, therefore, are unable to comment on whether or not TUPE applies in this particular contract. Each tenderer must ensure that they comply in full with their responsibilities under TUPE.

20.2 Tenderers should note that TUPE may or may not apply to some or all of the personnel currently assigned to undertakings that are currently performing part or all of the duties described in the Specification of Requirements. Tenderers should, prior to submitting their tender, take their own specific legal advice to ascertain whether TUPE could be held to apply to such undertakings and, if so, how that would impact on their tender.

20.3 Tenderers must clearly state whether they have bid on the basis of TUPE applying. Tenderers should state any assumptions made in this respect.

## **21. Additional Information**

21.1 Tenders shall remain valid and open for acceptance for **6 months** after the tender return date. In exceptional circumstances, the Scottish Ministers' point of contact may request that the Tenderer extend the validity period for a specified additional period. Except for manifest error or as may otherwise expressly be agreed by both the Scottish Ministers and the tenderer, the contents of submitted tenders will be deemed to be binding upon the tenderer and open for acceptance by the Scottish Ministers for the duration of the validity period. The tenderer is therefore cautioned to verify its proposal before submission to the Scottish Ministers since it is the tenderers' responsibility to ensure that a full appreciation, understanding and comprehension of the Services required, stated or implicit has been achieved prior to tender submission. No claims will be accepted for items that arise from the tenderers' failure to meet these requirements.

21.2 Before the tender return date, the Scottish Ministers may modify the ITT by way of issuing addenda. The procedure for receiving submissions will be detailed in any such addenda.

- 21.3 This ITT and any associated correspondence are subject to the laws of copyright and must not be reproduced, whether in whole or in part, without the prior written consent of the Scottish Ministers.
- 21.4 You may not in any way advertise or publicly announce that you are entering into discussions with and/or undertaking work for the Scottish Ministers without the Scottish Ministers' prior written consent.
- 21.5 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](mailto:scottishprocurement@gov.scot)

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

[Contact Data Protection Officer](#)