Official - Sensitive



Invitation To Tender:

**PROVISION OF Research to inform the development of a Franco-Scottish R&D collaboration on new subsea engineering solutions for floating wind platforms linked to the production of green hydrogen**

**REFERENCE: 636767**

|  |  |
| --- | --- |
| E: eva.kleinert@gov.scot | \\S0826F\DC1_FS6_HOME\U440446\SG Logo 2018.jpg |

20 November 2020

Dear Sir/Madam

INVITATION TO TENDER – Developing a Franco-Scottish R&D collaboration on new subsea engineering solutions for floating wind platforms linked to the production of green hydrogen

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 Instructions**

**Schedule 4 Quality Questions**

**Schedule 5 Pricing Schedule**

**Schedule 6 Purchase Order and Invoicing Requirements**

**Schedule 7 Form of Tender**

**Schedule 8 SG Terms and Conditions**

**Schedule 9 Data Protection**

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

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.

The closing date and time for submission of tenders is 5th January 2021 at noon (GMT 12 pm). Your tender must be submitted via the Public Contracts Scotland system. It is the responsibility of all Tenderers to ensure that their tender is received not later than this date. The PCS system will not accept tenders submitted after this time. Tenders submitted after this time may not be considered.

The Scottish Ministers are not bound to accept the lowest priced or any tender 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 Invitation to Tender.

Yours faithfully

**Dr Eva Kleinert**

**Principal Research Officer**

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Schedule 9 – Data Protection

**SCHEDULE 1 - INSTRUCTIONS FOR TENDERERS**

1. It is the responsibility of the tenderer to meet all costs in preparing for the Procurement process, andobtain for themselves at their own expense any additional information necessary for the preparation of their tender.
2. All information supplied by the Scottish Ministers in connection with the Invitation to Tender (ITT) 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.
3. 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.
4. Each tender will be subjected to a Quality and Pricing evaluation. The aim of the evaluation is to select a tender which represents the Best Price Quality Ratio. The Award Criteria which will be applied to determine this is as follows:

* Quality 80%
* Pricing 20%

1. Full details of the Award Criteria, any Sub-Weightings and Tender Evaluation methods are contained in Schedule 3 - Evaluation Guide and Instructions.
2. Any contract awarded as a result of this tendering exercise will be subject to the Scottish Government Terms and Conditions as specified in this Tender.
3. The issue of an ITT is not a commitment by the Scottish Ministers to place a contract as a result of the Tendering exercise or at a later stage.
4. 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.
5. All information requested should be provided on the Tender Schedules enclosed (additional sheets may be used if required, **but all information should be provided in the order and format of the Schedules**).Tenderers should also note that their Pricing Schedule must be submitted as a separate document.
6. Tenderers may submit a tender using their owntext creation facilities. However, the content and layout must be identical to the Scottish Government version of the relevant sections of the tender and must be in English. Upon request, this ITT can be made available in French.
7. Tenderers **must** submit their completed tenders via the Public Contracts Scotland (PCS) Portal for this opportunity. Please note that large electronic files take time to download and tenderers should ensure that sufficient time is allowed for this to be done. The speed with which submissions are made are dependent on the size of the document and inclusion of graphics, logos, photographs etc. should be omitted wherever possible.
8. 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.
9. Correspondence connected with this ITT that requires attention before the closing date must be submitted using the PCS messaging function.
10. 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).
11. Tenderers should also note that the receipt of any material or document marked “confidential” or equivalent by Scottish Ministers should not be taken to mean that Scottish Ministers accepts any duty of confidence by virtue of that marking.
12. 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.
13. Scottish Ministers reserve the right to withdraw the requirement at any stage prior to the award of the contract and the right to amend the ITT documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered and dated. Where amendments are significant, the Scottish Ministers may, at their discretion, extend the deadline for receipt of tenders.
14. Scottish Ministers reserve the right to reject or exclude from the procurement process a Tender, where the Tenderer has submit a response which is not 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 Scottish Ministers 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 or appear to have engaged in collusion with any person in relation to its response to the ITT and/or the procurement process.; or where there is a change in identity, control, financial standing or other factor affecting the tenderer.
15. 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.
16. The date for tender return is **5th January 2021**. Scottish Ministers will not enter into detailed discussions with Tenderers in relation to its requirements.
17. All questions regarding the content of this ITT should be directed through the dedicated PCS messaging area by **18th December 2020**. No other form of communication will be accepted.
18. All technical queries regarding Public Contracts Scotland should be directed to PCS on telephone number 0800 222 9003.
19. 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.
20. The successful tenderer will be selected on the basis of the best price quality ratio, throughout the tender process as a whole, against defined evaluation criteria. The response to the Technical Questions will form the basis of the quality evaluation and the Pricing Schedule will form the basis of the commercial evaluation.
21. 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.
22. Tenders shall remain valid and open for acceptance for 3 months after the tender return date. In exceptional circumstances, Scottish Ministers may request that the tenderer extend the validity period for a specified additional period.
23. Any tender that does not accord with all the requirements herein and in the covering letter may not be considered.

27**. PROCUREMENT TIMETABLE\*** The projected timetable for this exercise is as follows:-

|  |  |
| --- | --- |
| Invitation to Tender document advertised | 20th November 2020 |
| Deadline for questions via PCS | 18th December 2020 |
| Responses to questions via PCS | 21st December 2020 |
| Tender documents to be returned | 5th January 2021 |
| Award of contract | Week of 11th January 2021 |
| Beginning of contract | Week of the 25th January 2021 |

\* Please note the above dates are estimated only and may be subject to change.

28. **CONSORTIUM BIDS OR USE OF SUB-CONTRACTORS**

We welcome consortium bids for this research, from research partnerships or collaboratives who, by combining their skills and experience, may be better able to address the specified criteria.

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.

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

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 purpose

**Annex A  
  
Directorate for External Affairs – SG Office - Innovation And Investment Hub Paris – Invitation to Tender (ITT) Privacy Notice**

**The Directorate for External Affairs** is part of the Scottish Government and is responsible for engaging at home and internationally to enhance Scotland’s reputation and increase sustainable economic growth, pursue the Scottish Government’s interests overseas, and promote Scotland as a great place to live, visit, work and do business. The Innovation and Investment Hub Paris opened in 2018 and promotes the development of partnerships between Scotland and France.

In order to carry out its functions, **the Directorate for External Affairs** 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 Directorate for External Affairs**. 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](https://www.publiccontractsscotland.gov.uk/sitehelp/help_privacy.aspx)

**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](https://beta.gov.scot/about/contact-information/personal-data/)

**6. Contact**

**6.1 You can contact the Directorate for External Affairs at the following address:**

Directorate For External Affairs   
European Relations Division  
Area 2H South, Victoria Quay  
Edinburgh EH6 6QQ

**SCHEDULE 2 - SPECIFICATION**

# **Section 1 – Introduction**

This brief sets out the terms of reference for the research project “Developing a Franco-Scottish R&D collaboration on new subsea engineering solutions for floating wind platforms linked to the production of green hydrogen offshore”. The project will aim to identify and develop opportunities for Scotland and France to collaborate and share expertise in the development of technologies that support the growth of these important sectors. While collaboration may initially be at a regional level, the aim will be to consider whether a national programme that creates opportunities for further Franco-Scottish collaboration in the renewable energy sector with a focus on the sector coupling of offshore wind for hydrogen production could be developed.

# **Section 2 – Background**

**Scotland**

The Scottish Government is committed to decarbonising Scotland’s economy for the benefit of our environment, our people and our prosperity. Scotland was the first country in the world to declare a Climate Change Emergency and in direct response to the Paris Agreement, our landmark 2019 Climate Change Act is the toughest, most ambitious legislative framework in the world. Our Net-Zero 2045 emissions target will halt Scotland’s contribution to global climate change within one generation, setting the pace for the rest of the world and opening up huge opportunities for international companies.

Scotland’s Energy Strategy recognises the importance of working with international partners to better understand our transition to a net zero economy, and commits Scottish Government to support internationalisation efforts in relation to energy. To this end, activity is to be prioritised which: can lead to longer term investment and export opportunities; promotes Scotland’s reputation; and promotes learning and policy exchange.

Scotland is recognised as a global leader for offshore wind excellence. With a quarter of Europe’s offshore wind potential, our offshore wind sector is at the forefront of innovative energy technologies, consistently delivering world first projects, including the world’s first deep-water wind project and the first floating wind farm.

# Offshore wind has rapidly become one of the UK’s lowest cost electricity generation at scale, and the resulting international market for this technology is growing at an unparalleled pace. Global Wind Energy Council Market Intelligence forecasts that through to 2030, more than 205 GW of new offshore wind capacity will be added globally, including at least 6.2 GW of floating offshore wind.  This huge increase in offshore wind has the potential to create a significant amount of jobs globally over the next decade. It is expected that technology will be a key driver in a global green recovery, providing an excellent opportunity for Scotland to showcase the skills we have already developed in offshore wind construction and maintenance.

While Scotland is a world leading hub for innovation, a key challenge for our offshore wind sector is in developing innovative projects that create lower cost technical solutions for our offshore floating wind platforms. There is significant work ongoing at the moment in this field, and cognisance of this work, collaboration with established floating wind bodies and identification of key evidence gaps and areas for development will support this technology in progression from demonstration to commercial deployment.

**Hydrogen**

**Global Outlook**

The last 12-18 months has seen huge increase in interest in hydrogen domestically and internationally.

Germany published its national hydrogen strategy which focused on green hydrogen production and indicated Germany will be a large scale importer of hydrogen. The strategy includes **€7 bn to develop a “home market” and a further €2 bn to invest in production plants in partner countries.**

The French hydrogen strategy includes **€7bn for green hydrogen** as part of a wider €30bn commitment to the energy transition elements of its recovery plan.

The UK Government has intimated it will publish a UK Hydrogen Strategy in Spring 2021, and there are indications that it may have similar level ambition.

**Scotland’s Interest**

The Scottish Government is recognised internationally for supporting a number of world-leading hydrogen demonstration projects. Hydrogen featured strongly in the Scottish Energy Strategy for its potential to assist the decarbonisation of heat in buildings, industry and transport systems.

During 2020 **we have carried out a hydrogen assessment** project to deepen the evidence base in order to inform our policies on hydrogen going forward. From our assessment it is clear that hydrogen is not just an energy and emissions reduction opportunity, it presents an economic opportunity for Scotland.

Officials are making preparations for publishing the Hydrogen Assessment Project report and the Hydrogen Policy Statement in December, in coordination with the Heat Decarbonisation Policy Statement, and Climate Change Plan update.

**Green Hydrogen Production from Offshore Wind**

Bulk production of green hydrogen requires two main raw inputs - access to large scale low-cost renewable electricity and access to reliable supplies of water – Scotland has large potential in both of these resources.

Our hydrogen assessment concludes that the development hydrogen represents **new industrial opportunities of a significant scale** and c**o-ordination of efforts across industry and government will ensure opportunities, particularly export opportunities, are maximised.**

Scotland’s biggest potential for low-cost renewable electricity supply comes from our offshore wind resources ( as set out above). Hydrogen production linked to the high capacity potential for offshore floating wind in Scotland has the potential to help meet future domestic demand for hydrogen and provide a surplus suitable for export.

However, we need to understand much more about the challenges of operating a green hydrogen production facility in the harsh physical offshore environment as we move forward to explore this opportunity.

Working with other regions and interested parties will be a key element of our own hydrogen policy development going forward and this early study with its emphasis on identifying joint research priorities and opportunities for collaboration will be an important first step.

# **France**

With 3,500 km of coastline, metropolitan France benefits from favourable conditions for the development of offshore wind energy. France has the second largest wind farm potential in Europe, behind the UK. The theoretical potential estimated in France for floating offshore wind energy is 140 GW over an area of 25,000 km2. It is 60 GW more than fixed offshore wind.

The Mediterranean Sea benefits from a significant potential for the installation of floating wind farms due to its favourable and regular wind regimes and its bathymetry (ocean depths rapidly plunging beyond 60m). Three floating wind pilot projects are planned in the area. Commercial farms may subsequently be built, with up to 3 GW in service by 2030, in line with the ambitions of the regions.

The west coast, off the coast of Brittany in particular, also has favourable resources for floating wind. The industry aims at developing, beyond the pilot park planned off Groix-Belle Ile, a minimum of 3 GW of commercial projects in service by 2030, in line with Brittany’s regional strategy.

A first tender, 250 MW commercial floating wind farms will be launched in 2021 in South Britany.

In addition to this, the French road map for renewable energy confirmed the development of large-scale floating wind farms.

As part of its EUR100bn recovery plan, the French government recently announced that EUR **30 billion will be dedicated to the energy transition, including a total of EUR 7 billion for green hydrogen** (EUR2billion between 2020 and 2022 and EUR 5 billion between 2022 and 2030). There is also an objective for 6.5 GW installed capacity in 2030.

In its report published in July, the French hydrogen association (APHYPAC) references the establishment of “long-term bilateral partnerships” and “strategic partnerships” to develop business collaboration and trade opportunities

# **Section 3 – Requirements/ research outputs**

The contractor will be asked to produce a research report meeting the aims and objectives as outlined below. As part of this report, the contractor will collect and analyse literature and evidence and produce a literature and evidence review as part of this report. The contractor will also be expected to identify relevant stakeholders; design and conduct interviews with professionals and experts and to design and conduct either focus groups or rapid reflection workshops. The contractor will be expected to produce specific recommendations for the development of a French-Scottish R&D collaboration on subsea engineering

The contractor will be expected to provide a Scottish Government Social Research (SGSR) Report as a final publication based on the literature, evidence and data collected. This will be in the standard SG SR format, including relevant methodological annexes and an executive.

The contractor will supply a Research Findings report of four pages in length in the standard SGSR format.

The project requires an inception report in the beginning of the project. The purpose of this inception report is to set out the objectives, approach, methodology, working programme and study team for the research. The contractor is expected to propose a convincing research strategy and a reasonable timeline. The contractor will also supply an interim research report setting out:

* + the available literature that was considered
  + the available data that was considered,
  + views on its usefulness/ problems,
  + ways the data could be used to show progress
  + limitations on the ways data may be interpreted (does it mean what you think it means in all circumstances)
  + how the literature and evidence review has informed the interview and focus group design

The written outputs of this research, including draft outputs, will be of publishable standard. The quality of the writing will be high, outputs will be written in plain English and they will be concise. The final report has to be made available in French as well. They will communicate in a style that is easily understood by an intelligent lay person. Any output not achieving this standard will be returned for revision. The higher the quality of the first drafts the less revision will be required. However, **revision is still likely and contractors should take this into account in their timetables and costs**.

**Aims and Objectives**

Using interviews and workshops with French and Scottish stakeholders, this research project aims to:

* Scope out the existing technologies and key components required to operate offshore green hydrogen production linked to floating offshore wind facilities;
* Identify where areas of research, gaps in knowledge or other challenges may lie in establishing offshore green hydrogen production from offshore floating wind facilities;
* Identify any existing cross-country opportunities for collaboration on research, innovation, regulation or technologies;
* Use the information gathered to build on ideas and concepts that arise from the deliverables of the first three objectives above; and
* Provide options for the development of continuing Franco-Scottish R&D collaboration on the offshore green hydrogen generation linked to offshore floating wind.

# **Methods**

* Literature and evidence review on existing technologies for offshore floating wind linked to green hydrogen production offshore to:
  + i) identify the actual and potential role of collaborative projects on ;
  + ii) offer a structured method to ensure a multi-level, multi-actor/trans-disciplinary engagement of stakeholders in analysing and identifying engineering solutions;
  + iii) explain the unique nature of a Franco-Scottish relationship may be beneficial going forward and why regions with similar initial conditions for engineering solutions display diverging paths;
  + iv) assemble an understanding of the barriers, success factors and lessons learned in analogous technologies engineering solutions, in different contexts and across scales.
* Qualitative research with expert stakeholders through expert interviews and 4 focus groups/ rapid reflection workshops to establish targeted recommendations and route map for the development of a French-Scottish R&D collaboration on green hydrogen production offshore from floating wind facilities.

# **Section 3 – Timeline and milestone payments**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone** | **Details** | **Indicative Timing** | **Payments** |
| Invitation to Tender document advertised | | 20th November 2020 |  |
| Deadline for questions via PCS | | 18th December 2020 |  |
| Responses to questions via PCS | | 21st December 2020 |  |
| Tender documents to be returned | | 5th January 2021 |  |
| Award of contract | | Week of 11th January 2021 |  |
| An **inception report** | | 5th February | 30% |
| An **interim report**. | | 19th March | 40% |
| Summary of qualitative fieldwork | | early April |  |
| One or two **presentations** to stakeholders | | July |  |
| A **final report** | | 28th May | 30% |
| A **summary report** no longer than 4 pages | | 28th May |  |
| An **oral presentation** of the research findings to the Scottish Government (in English) and to French stakeholders (in French) | | May/ June |  |

# **Section 4 – Budget**

We envisage a contract value in the region of £25,000 - £30,000 (excluding VAT). Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred.

# **Section 5 – Risks and responsibilities**

Overall this is judged to be a low risk project. However, the contractor is expected to take into account the following risks and responsibilities

* The project requires the contractor to collect primary qualitative data from a wide range of France- and Scotland-based stakeholders. There is a low risk of failure to identify and contact experts and stakeholders for qualitative research. The contractor needs to provide a strategy of how to identify with contacts in both the French and Scottish market and propose a timeline including planning and early stage preparations to ensure any delays are identified at an early stage. The contractor also needs to state clearly the level and timings of support required from Scottish Government officials.
* The project requires several written outputs, most importantly a final report. There is always the risk that the analysis or reporting is of insufficient quality or does not meet our needs. There will be clear deadlines and payments will be tied to the delivery of outputs from the contractor. The contractor needs to propose a strategy for quality assurance and how to ensure that any written products are accessible to the different audiences (Scottish and French technical and non-technical stakeholders). The final report needs to be made available in French and English. The draft report will be subject to adequate inspection by the project manager and the policy team. Final payment will only be upon acceptance by the Scottish Government of a publishable report of the required standard.
* The project requires the contractor to suggest innovative and practical recommendations on how to develop French-Scottish R&D collaboration on new subsea engineering solutions for floating wind platforms linked to the production of green hydrogen. This will require new insights from experts and will require the contractor to carry out interviews, but also to use focus groups or tools such as rapid reflection workshops in order to gather innovative ideas. The contractor needs to demonstrate this strategy in their proposal.
* The project requires the contractor to communicate in both French and English. Thus, the contractor needs to demonstrate the language capabilities in their research team. The contractor might decide to subcontract or to apply as a consortium. This provides particular challenges in terms of project management to the contractor as certain stages of the project overlap and inform each other.
* A challenge in this research is that both the French and Scottish side and markets need to be covered and captured sufficiently in this project. The contractor therefore needs to be able to show their expertise and ability to address this challenge. The contractor has to provide evidence on how the research team’s expertise covers both France and Scotland. The ability to ensure that both France and Scotland are equally captured will be scored under the award criteria ‘Staffing ad Capability’. The project welcomes consortium bids for this research, from research partnerships or collaboratives who, by combining their skills and experience, may be better able to address the specified criteria.
* Because of the Covid-19 pandemic and restrictions, face-to-face engagement might not be possible. The contractor needs to address this risk by proposing a virtual engagement strategy. The contractor needs to address this risk by proposing a virtual engagement strategy. This strategy will be scored under the award criteria ‘methodology’.
* The project requires an understanding of subsea engineering solutions. The contractor therefore has to demonstrate the research team’s expertise.

All tenderers will be expected to provide a detailed risk-assessment and propose appropriate mitigating strategies.

# **Section 6 – Ownership of outputs**

The ownership of the research material including the final report and any data produced as a result of the research lies with the Scottish Ministers. 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.

The research will be published in line with our [Publication Protocol](http://www.gov.scot/Topics/Research/About/Social-Research/Guidance-for-Contractors/SRPublProtocol) as part of the Scottish Government’s Social Research Findings series, the date and format of which will be determined by the Scottish Government.

# **Section 7 – Publicity**

The Service Provider must not make any press announcement or otherwise publicise the Contract in any way, except with written consent of the Purchaser. The Service Provider will keep the Purchaser fully informed of any contact from the media in relation to the Contract.

The Final Report will be published online within 12 weeks of the date on which it is delivered to the Purchaser, in line with the Scottish Government Social Research Publication Protocol, provided that it meets the quality assurance criteria set out in the Scottish Government Social Research Publications Quality Assurance Checklist. The format and timing of publication will be determined by the Purchaser.

The contractor will treat all information provided by the Scottish Government in connection with this contract as confidential, unless the Scottish Government advises the contractor otherwise in writing. The Contractor will treat all reports and data produced as part of this Contract as confidential until published by the Scottish Government. The data produced as part of this Contract should not be shared in any way, including presentations at conferences or in journals or via social media. The Contractor will keep the Scottish Government fully informed of any contact from the media in relation to the Contract.

# **Section 8 – Data Protection**

The successful contractor will, in conjunction with the Scottish Government and in its own right, and in respect of the research contract, make all necessary preparations to ensure it will be compliant with Data Protection Laws. Please refer to the relevant terms and conditions section of this tender for further detail.

Where personal data and/or or special category data, as defined under the General Data Protection Regulation (EU) 2016/679, is to be processed as part of the contract, the data protection schedule appended to the above SG terms and conditions will be completed with the appropriate details and obligations for this contract. The data protection schedule will be signed off as forming part of the overall contract, thereby meeting our obligation to have a legally binding controller processor contract in place where personal data are processed in connection with a contract. For the purposes of any such processing, the supplier will usually act as the data processor and the purchaser (the SG) acts as the data controller.

The Scottish Government will not usually desire the transfer of any personal data from the contractor to us but there may be instances where this is required. In the case of qualitative data, for example, it may not be possible to transfer anonymised data to the Scottish Government. The contractor will be expected to destroy all personal data associated with the contract either immediately following the end of the contract, or after a period to be agreed on appointment and recorded in the data protection schedule.

# **Section 9 – Ethical Sensitivities**

The ethical sensitives of this work will depend on the methods used. Ethical sensitivities will be discussed with the contractor at the Inception Meeting.

Tenderers should identify any ethical issues that might arise in conducting the work and how these will be addressed. This should include (but is not limited to):

* Any potential conflicts of interest
* A statement of any professional codes of practice followed
* How the research will ensure the inclusion of diverse and intersectional perspectives
* How the researchers will take account of bias and ensure this does not influence research findings
* If applicable, measures to protect personal data, ensure that no-one is identifiable from the research outputs without having explicitly given consent for this, and to ensure that data will not be used for anything other than its original purpose
* Avoidance of harm to any research participants, if applicable, and steps that will be taken to ensure any participation is based on valid informed consent
* How the safety of researchers will be ensured.

# **Section 10 – Contract Management**

The contract will be managed by Alice Candy who will be responsible for the day-to-day liaison with the contractor and for agreeing final versions of all research tools and outputs (e-mail: alice.candy@gov.scot).

# **Section 11 – End of Contract and Exit Arrangements**

The contract is expected to commence in the week of the 25th January 2021 and end not later than 31 August 2021, the end date of contract with no option for extension, unless the Contract is terminated in accordance with the Terms and Conditions of Contract of this Invitation to Tender (ITT) document.

**SCHEDULE 3 - EVALUATION GUIDE AND INSTRUCTIONS**

1. **INTRODUCTION**
   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).
   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 Quality/Price Ratio:

* Quality 80%
* Price 20%

1. **EVALUATION PROCESS**

Evaluation of tenders will follow this process:

All tenders will be subject to the **Quality Analysis**

All tenders will be subject to the **Price Analysis**

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

* 1. **Quality Analysis**
     1. Tender responses to the Technical Questions, as outlined in Schedule 4 will be used to perform the Quality Analysis.
     2. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.
     3. 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.** | | |

* + 1. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting may 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. 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.
    3. 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.
  1. **Price Analysis**
     1. To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 5), which Tenderers are to complete.
     2. The lowest total tender price, determined as the Tender Sum Total following the methodology in the Pricing Schedule, will be awarded 100% of the marks available for Price. The Price Score for the remaining Tenderers will be determined by allocating a mark for each Tenderers' Tender Sum Total relative to the lowest total tender price using the formula:

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

* 1. **Combined Score**
     1. The Combined Score will be calculated by adding the Overall Quality Score and the Overall Price Score together.
     2. Scores will be rounded to 2 decimal places.
     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. In the event of a tie the Scottish Ministers reserves the right to appoint the Tenderer who obtains the highest technical score.

1. **TENDER CLARIFICATIONS**
   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.
2. **AWARD CRITERIA**
   1. The Quality Award Criteria questions are provided in Schedule 4.
   2. Tender responses are to be submitted via PCS.

**SCHEDULE 4 – QUALITY QUESTIONS**

**Section 1: Mandatory Questions**

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 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 | 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? | Yes  No |
| 2 | If the answer is yes to any, please provide details including:   * 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** |
| 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 Clause 15.4 Scottish Government Terms and Conditions of Contract. | |  | | --- | | Yes, I already have this  No, but I commit to obtain it  No, and I cannot commit to obtain it  Not applicable – my business is exempt | |
| **2** | **Provide details of the coverage you refer to in Q1 (above) here:** |  |

**Section 2: Quality Questions**

|  |  |  |  |
| --- | --- | --- | --- |
| **QUALITY AWARD CRITERIA** | | **Section Weighting** | ***Question Weighting*** |
| **SECTION 1. METHODOLOGY** | | **30%** |  |
| 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 the tenderer’s ability to work flexibly and meet the timescales outlined in the specification. The tenderer must clearly explain their virtual engagement strategy in light of the Covid-19 pandemic and physical distancing/ restricted travelling. The tenderer also needs to explain their approach to capturing both the French and Scottish policy context and hydrogen sector. |  | 100% |
| **SECTION 2. STAFFING AND CAPABILITY** | | **60%** |  |
| 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 where relevant. This should include a CV detailing the expertise in sustainable energy, qualifications, competency and specialist skills these individuals possess to carry out the specified role. The tenderer needs to demonstrate the research team’s capability in carrying out research in French and English and in producing research outputs in both French and English. |  | 80% |
| Q2. | The tenderer must provide two examples of recent relevant previous commissions, in order to demonstrate their capability to deliver this requirement. Please indicate if these were led by proposed team members and highlight their relevance to the commission requirements. |  | 20% |
| **SECTION 3. TIMETABLE AND DELIVERY** | | **10%** |  |
| 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 staff and staff time against each task. |  | 100% |

**Section 3 Non-Scoring and Information only Questions:**

|  |  |  |
| --- | --- | --- |
| **Sustainability and Fair Work Practises** | | **Non-Scoring** |
| **Q1** | Sustainable public procurement aims to get the best value from public spending. The [Procurement Reform (Scotland) Act 2014](http://www.legislation.gov.uk/asp/2014/12/contents) established laws around this which require contracting authorities to consider how the economic, social and environmental wellbeing of the area in which it operates can be improved through effective and efficient procurement activity.  Please describe how you can support these objectives through the delivery of this contract requirement. |  |
| **Q2** | Please describe how you will commit to fair work practices for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract.  Your response you should describe how you are adopting the ‘Fair Work First’ practices, a minimum ask of suppliers:   * Investment in skills and training * No inappropriate use of zero hours contracts (for example using zero hours contracts when people are working regular hours; exclusive contracts that stop flexible workers working for other people) * Action to tackle the gender pay gap * Genuine workforce engagement such as trade union or employee association recognition, and * Fair pay for Workers (for example the Real Living Wage) |  |
| **Q2** | **SCOTTISH BUSINESS PLEDGE**  The Scottish Business Pledge is a Scottish Ministers 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. | Yes, I have signed this.  No, but I commit to signing it in the future. |
| **Q3** | **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 Scottish Living Wage into organisational structures long term. More information can be found at the links below:  <http://scottishlivingwage.org/>  <http://www.livingwage.org.uk/>  Tenderers are asked to confirm if they are accredited as a Scottish Living Wage Employer. | Yes, I am accredited  No, but I commit to obtaining accreditation in the future |

**SCHEDULE 5 - 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 100% weighting available for the price section. 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
* any reimbursement of research participants
* overheads
* any other costs

Please note that these costs are inclusive of the budget awarded.

\*Travel expenses are capped in line with Scottish Government travel expenses policy. You need to include a receipt with your claim for all expenditure, even when there is no maximum limit. The exceptions to this are mileage allowances, toll charges and where tickets are retained, for example at train stations and car parking barriers. As a guide, the below table details of maximum limits for various expense types:

|  |  |
| --- | --- |
| **Expense type** | **Rate/unit** |
| Arrears motor mileage rate (for use only when motor mileage rate has been increased and arrears are due) | None |
| Arrears subsistence (for use only when subsistence rates have been increased and arrears are due) | None |
| Bed and breakfast London  (does not cover items such as charges for viewing films or use of a mini bar) | Receipted up to £100 per night |
| Bed and breakfast elsewhere  (does not cover items such as charges for viewing films or use of a mini bar) | Receipted up to £75 per night |
| Car hire (including related fuel) | Receipted, no maximum |
| Car parking | Receipted, no maximum |
| Day subsistence over 5 hours | Receipted up to £4.90 per day |
| Day subsistence over 10 hours | Receipted up to £10.70 per day |
| Equipment supplement | £0.03 per mile |
| Leased car | £0.08 per mile |
| Lodging allowance London | Receipted up to £42.25 per night |
| Lodging allowance elsewhere | Receipted up to £37.40 per night |
| Meals allowance London | Receipted up to £24.10 per night |
| Meals allowance elsewhere | Receipted up to £23.50 per night |
| Motor cycle allowance | £0.24 per mile |
| Motor mileage rate | £0.45 per mile |
| Non-standard subsistence rates | Receipted, per night/day - contact the contract manager before using this |
| Overnight by train or boat | Receipted up to £24.10 per night |
| Passenger supplement | £0.05 per mile |
| Pedal cycle allowance | £0.20 per mile |
| Personal incidental expenses | Receipted up to £5 per night |
| Public transport air travel | Receipted, no maximum |
| Public transport bus | Receipted, no maximum |
| Public transport ferry | Receipted, no maximum |
| Public transport rail (first class) | Receipted, no maximum |
| Public transport rail (standard) | Receipted, no maximum |
| Public transport taxi | Receipted, no maximum |
| Public transport Tube | Receipted, no maximum |
| Staying with friends allowance | £36, set rate |
| Telephone calls on official business | No maximum |
| Toll charges | No maximum |

**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** | **£** |

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.
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

**SCHEDULE 6 - PURCHASE ORDER AND INVOICING REQUIREMENTS**

Purchase Order options and Invoicing Requirements

**This schedule is for information purposes only. The schedule outlines the options Scottish Government can offer to transmit orders and receive invoices. If you are successful you will asked which your preferred option during the implementation period is.**

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>

1. 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 by secure emails are used when sending personal information ie interim managers names, home addresses etc. There is no cost for this set-up.

**Invoicing options**

1. The Scottish Government can accept invoices through the following options:
   * Paper invoice to Accounts Payable, Victoria Quay, Edinburgh EH6 6QQ

**NOTE TO BIDDERS : The current preferred method for SG is to receive invoices via post; the other options may be available in the future.**

* + Email with a PDF attachment invoice

1. To ensure compliance with the EU eInvoicing Directive– 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.
2. 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)
3. 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 7 - 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 Commercial Proposal (Schedule 5) and in accordance with the Terms and Conditions of Contract (Schedule 8) 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 Specification**
* **SCHEDULE 3 Evaluation Guide and Instructions**
* **SCHEDULE 4 Quality Questions**
* **SCHEDULE 5 Pricing Schedule**
* **SCHEDULE 6 PO and Invoicing Requirements**
* **SCHEDULE 7 Form of Tender**
* **SCHEDULE 8 Scottish Government Terms & Conditions of Contract**

We agree to abide by this tender from 5th January 2021, the date fixed for receiving tenders, until the Award of Contract.

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

We understand that the service provision is expected to commence in the week of the 15th January 2021 and end not later than 31 August 2021, the end date of contract with no option for extension, 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 are not bound to accept this or any Tender for this project, however, any contract that may result from this Tender will be subject to Scots Law and the Tenderer hereby irrevocably submits to the jurisdiction of the Scottish Courts.

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

By submitting a Tender, we acknowledge that our Tender is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender 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 8 - 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.**



**Schedule 9 – DATA PROTECTION**

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

This Schedule includes certain details of the Processing of Personal Data in connection with the supply of Services under this Contract:

*Subject matter and duration of the Processing of Personal Data*

The subject matter of this project is research to inform the development of a Franco-Scottish R&D collaboration on new subsea engineering solutions for floating wind platforms linked to the production of green hydrogen.

Whether or not personal data is processed within this contract will depend on the methods used within the research.

The subject matter of the personal data processed will also depend on the methods used. This may include data such as names, email addresses, telephone numbers and employment positions. Personal data may also be processed that indirectly identifies an individual.

The duration of the Processing of Personal Data by the contractor will be from January 2021 and no later than July 2021 when the report for this work will have been published.

*The nature and purpose of the Processing of Personal Data*

The purpose of processing personal data within this contract would be to best answer the research questions as set out. The nature of the processing will depend on the methods used within the research but will include, for example, analysis of qualitative interview data and of focus groups or rapid reflection workshops.

*The type of Personal Data to be Processed*

The exact type of personal data processed will also depend on the methods used.

**Standard personal data**: Standard personal data may include names, email addresses, telephone numbers and employment positions. It is possible that other types of personal data might be processed as part of any qualitative data collected, including information that might indirectly identify an individual.

.

*The categories of Data Subject to whom Personal Data relates*

The Data Subjects will be dependent on the methods used but may include personal data obtained from research participants.

*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.