

## AA.4 Clause by clause explanatory notes/analysis of the Article 17 Security Contract

As with any arrangement having binding legal effect, users of the Article 17 Security Contract are advised to seek professional legal advice with regard to their rights and obligations under the Security Contract and its inter-relationship with any associated data processing service agreement.

Professional legal input is particularly important where the Data Controller is uncertain of the obligations imposed on the Data Processor under the Processor's national law.

The following notes are intended as basic guidance on the nature and purpose of the individual clauses of the Security Contract and are intended to inform business managers understanding of the Security Contract prior to obtaining detailed legal advice.

### **Contract Clauses**

#### Date of Agreement

The date of the agreement will be the date on which the last party executes the document. This date should not be inserted until the last party has signed and dated the Contract.

#### Identification of Parties

The full name of the legal entities entering into the agreement should be inserted together with any national company registration number, details of the country in which each legal entity is established and details of the registered office of each entity. It is important to note that address must be the registered office address of each business. Trading addresses, or local office addresses should not be used.

#### Background

The six paragraphs listed under this heading set out the reasons why the agreement is required. They identify the activities of the parties, the processing of personal data, the parties who wish to enter into contractual relations with one another, and the requirements of Article 17 of the Directive.

#### Mutual Agreement

The Contract then states that the parties agree to comply the provisions of the Contract.

#### Clause 1 – Definitions and Interpretation

This clause explains the meaning of those terms used in the agreement which have meaning over and above, or different from, the meaning which may normally be understood by the use of the term. For example, the words "personal data" are to have the specific meaning ascribed to them by the Directive.

#### Clause 2 – Consideration

Broadly speaking this clause is required to set out the reasons why each party is prepared to enter into the agreement. The Contract arrangement needs to be of benefit to (or, in legal terms, provide valid consideration) each party.

#### Clause 3 – Security Obligations of the Processor

As the title of this clause would suggest, it sets out the security obligations of the Data Processor with regard to the processing of personal data on behalf of the Data Controller.

Important points to note are:

- the Processor may only process personal data in accordance with instructions from the Data Controller. It may not process the data for its own purposes;
- the Processor is required to take “such Technical and Organisation Security Measures as are required under **its own National Law** to protect personal data processed on behalf of the Data Controller against unlawful forms of processing”. As mentioned above, legal advice should be obtained as to the detailed requirements of the relevant national law; and
- Appendix 1 of the Contract sets out the minimum requirements for compliance with these obligations. Appendix 1 is discussed further below.

#### Clause 4 – Confidentiality

This clause ensures that the Processor must treat all personal data processed on behalf of the Data Controller as confidential and provides that the obligation of confidentiality is continue for 5 years after the date on which the Processor ceases processing personal data for the Controller. This time limit is without prejudice to any longer time-limits that may be provided by national law or sector specific regulation. The parties may wish to amend this provision to reflect such additional obligations.

#### Clause 5 – Sub-contracting

This clause prevents the Processor from instructing a third party to carry out the processing it has agreed to carry out for the Controller unless the Controller gives its prior written consent.

Where the Controller consents to the sub-contracting, the sub-contractor must be contractually bound to observe the same security requirements as are imposed on the Processor under the Security Contract.

This clause ensures that the security arrangements are not watered-down by any transfer of obligations. The clause also provides that the Processor remains liable to the Controller for any breach of the Security Contract whether caused by any fault of its own or by the fault of its sub-contractor.

#### Clause 6 – Term and termination

This clause provides that the Security Contract will continue for as long as the Processor continues to process personal data on behalf of the Controller. The Security Contract cannot terminate before the data processing service agreement as any subsequent processing would not comply with Article 17.

Where the Security Contract and the data processing agreement are terminated, clause 5.2 provides that the Processor shall return or destroy all personal data received from the Controller as instructed by the Controller. It is for the parties to agree the appropriate number of days to insert in the clause.

This arrangement is fallback position to specify arrangements for the handling of the personal data on termination where there are no other arrangements in place. It is highly likely that the termination arrangements will be addressed in the data processing service agreement but clause 5.2 is available as backup if such arrangements have been overlooked in the drafting of the service agreement.

#### Clause 7 – Governing law

The Security Contract provides that the contract is to be governed by the National Law of the Data Controller.

Care must be taken when considering the choice of governing law in circumstances where the data processing service agreement specifies a law other than that of the Member State of the Controller as its

governing law. In such circumstances professional legal advice may be required.

The Security Contract does not address dispute resolution. It is advisable, before the Contract is signed, for the parties to agree an appropriate forum to hear any disputes that may arise between them under the Contract. Many parties may favour mediation with recourse to specified national courts if matters cannot be resolved. Others may wish to specify arbitration as the preferred dispute resolution process. Where mediation or arbitration are to be used it is advisable to identify the chosen mediator (or mediation body) or arbitration procedure in writing so as to avoid a dispute about the Contract becoming a dispute about the resolution procedure.

As the Security Contract is to be used in association with a data processing service agreement it may be appropriate to deal with dispute resolution arrangements in relation to security obligations under the service agreement or to mirror the dispute resolution arrangements under the service agreement in the Security Contract.

Where mediation or arbitration is not specified, as a minimum, the parties should agree to submit to the exclusive jurisdiction of specified national courts to avoid any further discussion as to where disputes should be heard. It is usual for parties to agree to submit to the exclusive jurisdiction of the courts appropriate to the governing law of the contract.

#### Signature

Both parties should ensure that the Contract is executed on their behalf by a 'duly authorised representative'. That is to say the parties should ensure that the signatories have the power to bind the organisation they represent. In many jurisdictions, in the absence of any other arrangements being made, the only individuals authorised to bind a company will be the directors and company secretary. These individuals may of course give written authority to other employees to bind the company for specified purposes. The identity and the authority of the proposed signatory should always be confirmed before attempting to enter into contractual relations.

#### Appendix 1

This appendix sets out the minimum technical and organisational measures to be observed by the Processor in accordance with clause 3. The appendix is divided into Legal Requirements and Practical Security Measures.

##### The Legal Requirements

These relate to the need for the Data Processor to identify and observe any specific security measures in relation to personal data required under its national law. The requirement is not a one-off requirement to be observed at the start of the processing service, but is an on-going obligation to ensure that the security arrangements are in compliance with national law as it may be amended or supplemented from time to time throughout the duration of the processing service.

##### Practical Security Measures

While the Contract imposes the obligation on the Processor to take "such Technical and Organisation Security Measures as are required under its own National Law to protect personal data processed on behalf of the Data Controller against unlawful forms of processing" many businesses may find it difficult to ascertain what this obligation means in practice.

The obligation is a broad one and businesses will need to break this down into the classes of security measures identified in the appendix. These classes will require further practical consideration. Many international IT groups and standards bodies have looked at the area of information security and guidance of general application is available from many of the bodies referred to below (see Sources).

An example of appropriate basic information security measures are set out in Annex 1 of this Implementation Guide.

## AA.5 Extra Clauses

The Security Contract (whether used as a separate agreement or with extracted clauses used to supplement a data processing agreement) is intended to satisfy the requirements of Article 17.

From a business perspective, however, where such matters have not been otherwise covered in the data processing agreement or related contract, parties may wish to include additional clauses regarding, for example:

- Arbitration or mediation arrangements (as discussed above);
- Selection of jurisdiction (as discussed above);
- Limitations of liability.

Where more detailed arrangements have not been dealt with in other agreements, parties may wish to include more detailed provisions in relation to some of the matters addressed in the Security Contract, for example:

- Arrangements for the treatment of personal data on termination of the processing arrangements.

## AA.6 Sources

The following bodies provide helpful guidance and information on information security, privacy enhancing technologies and data protection and privacy considerations which may serve as useful additional reading material for organisations seeking to use the Article 17 Security Contract for the first time:

- OECD/EU
- National Bodies
- BCS, ITIL
- ICC (International Chamber of Commerce)
- ISO 17799
- Common Criteria
- PETTEP

### IMPLEMENTATION GUIDE

#### ANNEX 1 - BASIC INFORMATION SECURITY MEASURES

Basic information security measures (here extracted from work of the OECD) will include consideration of the following:

##### 2.1 Information Security Management System/Privacy and Data Protection Management System

- Policy
- Governance
- Process/procedures
- Roles/responsibilities
- Assurance process
- Risk Assessment
- Improvement plan.

##### 2.2 Physical Security

- Fit appropriate locks or other physical controls to the doors and windows of rooms where computers are kept.
- Physically secure unattended lap tops (for example, by locking them in a secure drawer or cupboard).
- Ensure you control and secure all removable media, such as removable hard-drives, CDs, floppy disks and USB drives, attached to business-critical assets.

- Destroy or remove all business-critical information from media such as CDs, and floppy disks before disposing of them.
- Ensure that all business-critical information is removed from the hard drives of any used computers before disposing of them.
- Store back-ups of business-critical information either off-site or in a fire and water-proof container.

### 2.3 Access Controls

- Use unique passwords, that are not obvious (Note: not birth dates or easily found or guessed information) and change them regularly (Note: preferably at least every three months).
- Use passwords that contain letters in both upper and lower cases, numbers and special keys, and are six or more characters in length. (Note: Passwords remembered as a memorable sentence, rather than a single word, are helpful. For example, the sentence: "at forty-two I'm a star!" can translate into this eight-character password : @42Ima\*!)
- Ensure that employees don't write down or share passwords. (Note: If an employee finds that they need, on occasion, to share a password they must be required to change it as soon as possible – no matter how well they trust the person they shared it with!)

### 2.4 Security and Privacy Technologies

- Ensure that all computers used have anti-virus software installed, and the virus definitions must be updated at least once a week (Note: many providers have a one-click update). All incoming and outgoing traffic must be scanned for viruses, as should any disk or CD that is used, even if it is from a 'trusted' source. At least once a month, computers must be scanned for viruses.
- Where computers are connected to the Internet (especially if you use a broadband connection) deploy a software firewall. (Note: This helps to prevent malicious code from entering computers and potentially compromising the confidentiality, integrity and availability of a network. It also helps to stop a system being used to attack other systems without the system owner's knowledge. Software firewalls for use by non-professionals are readily available at a reasonable cost. Operating system virus control software or ISPs may also offer firewalls. Consumer and popular trade magazines compare firewall functions and features of well known products, and are a good source of information. Free shareware firewalls are available, but these usually require expert knowledge for correct use).
- Where a business has a small network that is connected to the Internet, it should consider deploying an 'all-in-one' hardware box that contains a firewall, anti-virus program and an intrusion detection system. (Note: This will greatly simplify the use and maintenance of essential Internet security technology).

### 2.5 Awareness, training and security checks in relation to personnel

- Perform integrity checks on all new employees to ensure that they have not lied about their background, experience or qualifications.
- Give all new employees a simple introduction to information security, and ensure that they read and understand your information security policy. Ensure employees know where to find details of the information security standards and procedures relevant to their role and responsibilities.
- Ensure that employees have access only to the information assets they need to do their jobs. If employees change jobs, you must ensure that they do not retain access to the assets they needed for their old job. When dismissing employees, ensure that they do not take with them any business-critical information.
- Ensure that no ex-employees have access rights to your systems.
- Ensure employees know about the common methods that can be used to compromise your system. (Note: These include e-mail messages that contain viruses and 'social engineering' ploys used by hackers to exploit employees' helpfulness to gain information that will give them access to a system. Examples of 'social engineering' include a hacker using the telephone to pose as a systems maintenance engineer or pretending to be a new employee).

## 2.6 Incident/Response Management/Business Continuity

- Ensure that employees understand what is meant by a Security Incident. A security incident is any event that can damage or compromise the confidentiality, integrity or availability of your business—critical information or systems.
- Ensure that employees are trained to recognise the signs of Security Incidents. (*Note: These could include:*
  - ⊕ strange phone requests, especially for information
  - ⊕ unusual visitors
  - ⊕ strange patterns of computer activity
  - ⊕ unusual appearance of computer screens
  - ⊕ computers taking longer than usual to perform routine tasks)
- Ensure that employees receive training on the need to notify anything which may be a sign of a Security Incident and are kept informed as to the identity of the person to whom such notifications should be made.
- Ensure that if a Security Incident occurs, employees know who to contact and how.
- Have in place a plan to assure business continuity in the event of a serious Security Incident (a “Business Recovery Plan”). The plan should specify:
  - ⊕ Designated people involved in the response;
  - ⊕ External contacts, including law enforcement, fire and possibly technical experts;
  - ⊕ Contingency plans for foreseeable incidents such as:
    - Power loss;
    - Natural disasters and serious accidents;
    - Data compromise;
    - No access to premises;
    - Loss of essential employees;
    - Equipment failure;
- Ensure that your Business Recovery Plan is issued to all employees and is tested at least once a year, regardless of whether there has been a Security Incident.
- After every incident when the plan is used, and after every test, re-examine and update the Business Recovery Plan as necessary using the lessons learned.

## 2.7 Audit Controls/Due Diligence

Ensure that you have in place appropriate security audit arrangements including:

- Auditing of who has access to its system (in general and in relation to particular types of information) (*Note: The ability to audit and evaluate information security compliance is essential – you can’t manage what you don’t measure!*);
- Logging of such access to the system; and
- Auditing of compliance with security procedures. (*Note: A record should be maintained for each security procedure. For example, if a procedure requires that you test your system’s back-up generator once a week, an employee should be identified to sign a record to show that this has been done. Keeping good records is essential to audit control.*)

Some audit controls may be necessary for legal or regulatory purposes. Good record keeping will clearly demonstrate compliance with obligations.

An audit should ensure that the procedures in place are effective and relevant. A security audit is a trigger to re-assess and re-evaluate the effectiveness of information security standards and procedures.

Audits are only effective if action is taken to address their findings and identify and implement the steps that need to be taken. A good audit trail is not just a paper exercise. If something goes wrong, the trail should identify what happened and why. This will help to keep improving the security of the business systems.

This and the following [ ] pages comprise Schedule 10 to the foregoing Contract between the Scottish Ministers and «F3: Service Provider name»

## **SCHEDULE 10 – EXIT MANAGEMENT**

### **1. EXIT MANAGEMENT**

- 1.1. Without prejudice to clause 59 (Exit Management), the Service Provider shall perform Exit Management obligations, including preparation and maintenance of an Exit Plan, specifically in relation to the Contract and in addition to any Exit Management obligations under the Contract.
- 1.2. The Exit Plan shall be produced by the Service Provider and agreed in the manner outlined in clause 59 of the Contract (Exit Management) no later than 3 months after the Delivery Commencement Date. The Exit Plan will set out the Service Providers proposed methodology for achieving an orderly transition of the provision of the service from the Service Provider to the Purchaser and/or the replacement Service Provider on the expiry or termination of this Contract.
- 1.3. If appropriate this Exit Plan will take into account factors such as TUPE and working with any new Service Provider.
- 1.4. The Service Provider shall review and (if appropriate) update the Exit Plan on at least an annual basis to reflect any changes in the Contract and to the Services that have occurred since the Exit Plan was last agreed. Following such update the Service Provider shall submit the revised Exit Plan to the Purchaser.

### **2. MAINTENANCE OF SERVICE DURING EXIT PERIOD**

- 2.1. The Service Provider must provide sufficient resource to manage the Contract and fulfil all its duties without any deterioration in service during the Exit Period.

### **3. CONTINUITY OF SERVICE TO NEW PROVIDER**

- 3.1. Should the Contract continue either totally, partially or in an amended format and another Service Provider is appointed to continue the provision of the Services under the Contract, the Service Provider will take appropriate action to ensure that an efficient transition from the Service Provider to a replacement Service Provider. The Service Provider will take appropriate action to ensure that there is minimum disruption both to the provision of the Services and to the Purchaser.
- 3.2. During the period of up to 6 months prior to the Exit Management Date, the Service Provider shall, if so required by the Purchaser, make available to the Purchaser, or any organisation appointed by the Purchaser to provide the service following Contract expiry or termination, information and assistance relating to the Contract.
- 3.3. Following termination, when a new service provider is appointed to deliver replacement services broadly similar to the service under the contract, the service provider will take appropriate action to ensure an efficient transition from the service provider to a replacement service provider. The service provider will take appropriate action to ensure that there is minimum

disruption both to the provision of services under the contract and to the purchaser.

- 3.4. During the period of up to 12 months prior to the exit management date, the Service Provider shall, if so required by the Purchaser, make available to the Purchaser, or any organisation appointed by the Purchaser to provide the service following Contract expiry or termination, information and assistance relating to the Contract including information and assistance relating to TUPE required by the Purchaser in order to assist with securing a replacement service provider.

#### **4. DATA TRANSFER**

- 4.1. Without prejudice to clause 18 (Audit) of the Contract, during the period of up to 6 months after the date of such expiry or termination if so required by the Purchaser, the Service Provider must make available to the Purchaser, or any organisation appointed by the Purchaser to provide the services of the contract or any part of them, information and assistance and all relevant data collected in the execution of the Contract, both electronically and in hard copy, as directed by the Purchaser.

#### **5. CHARGES**

- 5.1. Except as otherwise expressly specified in this Contract, the Service Provider shall not make any charges for the services provided by the Service Provider pursuant to, and the Purchaser shall not be obliged to pay for costs incurred by the Service Provider in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties.

**[END]**



## EVALUATION GUIDE AND AWARD CRITERIA

### 1. INTRODUCTION

- 1.1. The evaluation criteria will include consideration of Quality as well as Price. Each tender will be subjected to a Quality and Price analysis. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
- 1.2. The winning Tenderer will be determined by the Tenderer who submits the highest Combined Score (providing their tender is technically compliant). The Combined Score will be determined based on the following Price/Quality Ratio:
  - Quality (Technical) 80%
  - Price (Commercial) 20%
- 1.3. The evaluation of tenders will comprise the following process:
  - 1.3.1. All tenders will be subject to the **Quality Analysis**.
  - 1.3.2. All tenders will be subject to the **Price Analysis**
  - 1.3.3. Only those tenders who have achieved an acceptable score of '2' against all of the Mandatory questions will proceed to the final Price/Quality evaluation.
  - 1.3.4. Once both scores (Quality and Price) have been calculated, they will be added together to give the **Combined Score** for each compliant tender.

### 2. QUALITY ANALYSIS

- 2.1. The marks awarded will be based on the evidence submitted in the tender submissions, including any relevant attachments where requested.
- 2.2. Each member of the Tender Evaluation Panel will evaluate each tender submission in isolation of the other evaluators.
- 2.3. Each evaluator will award a mark for each question between 0 and 4, in accordance with the methodology detailed in the table below:

<b>TECHNICAL SCORING GUIDANCE</b>		
Technical responses will be evaluated using the following methodology:		
<b>Score</b>	<b>Definition</b>	<b>Description</b>
0	Unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor	Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
2	Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in

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

- 2.4. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting will be held between all members of the Tender Evaluation Panel to agree tender scores and ensure consistency of approach with regard to the Quality Analysis.
- 2.5. The moderated average of all of the Tender Evaluation Panels marks for each question will be multiplied by the relevant question weighting, to give the question weighted score.
- 2.6. There are **6** Mandatory Questions within the Award Criteria. (“**M**” denotes a ‘Mandatory’ Question).
- 2.7. If the evaluators’ average mark after the moderation meeting is less than ‘2’ for any, some or all of the Mandatory Questions, the tender will not be subject to Price Analysis. In this circumstance, the tender will not be considered further and as a result, a score of 0 (zero) will be awarded in respect of the Price Score.
- 2.8. Technical response scores will be awarded using the following methodology:
  1. Individual Question Score (expressed as a percentage) x Question Weighting x the Section Weighting = Question Weighted Score.
  2. Sum of all Question Weighted Scores within a section = Total Section Weighted Score.
  3. Sum of all Section Weighted Scores = Overall Quality Score for each Tenderer.

### **3. PRICING ANALYSIS**

- 3.1. To allow a comparison of bids, a Tender Sum Total will be calculated as set out in the Pricing Schedule (Schedule 2), which Tenderers are to complete.
- 3.2. Lowest total tender price, determined as the Tender Sum Total following the methodology in the Pricing Schedule, will be awarded 100% of the marks available for Price. The Price Score for the remaining Tenderers will be determined by allocating a mark for each Tenderers' Tender Sum Total relative to the lowest total tender price using the formula:

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

- 3.3. Any tenderer who fails to achieve an acceptable score of '2' against any of the Mandatory questions, will be awarded a score of 0 (zero) in respect of the Price Score.

#### 4. COMBINED SCORE

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

#### 5. TENDER CLARIFICATIONS

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

#### 6. AWARD CRITERIA

- 6.1. The Technical Award Criteria questions are provided below for reference.
- 6.2. Tender responses are to be submitted via the PCS-Tender system.

<b>TECHNICAL AWARD CRITERIA</b>	<b>Section Weighting</b>	<b>Question Weighting</b>
<b>SECTION 1. UNDERSTANDING OF REQUIREMENTS</b>	<b>10%</b>	
<b>Q1.</b> Tenderers should provide an introduction to their proposal, which demonstrates a clear and full understanding of the requirements and the policy context.		30%
<b>Q2.</b> Tenderers must provide a project delivery plan that sets out as a minimum: <ul style="list-style-type: none"> <li>A project plan, which meets the Purchasers requirements (including provisional timescales) as detailed in the Specification of Requirements (Schedule 1). This should cover the Key Objectives/Outputs.</li> </ul>	<b>M</b>	70%

<b>TECHNICAL AWARD CRITERIA</b>	<b>Section Weighting</b>	<b>Question Weighting</b>
<b>SECTION 2. PROGRAMME DESIGN</b>	<b>30%</b>	
<b>Q3.</b> Tenderers should clearly set out their approach to the Programme Design. Your response should include a description of how you will ensure the timescales are met, how the programme will comply with the GTCS and what new innovative ways the programme will allow graduates to obtain the Standard of Full Registration in Scotland.	<b>M</b>	50%
<b>Q4.</b> Tenderers should set out how they intend to incorporate a leadership element to the programme. Your response must ensure that the programme has leadership within teaching and learning	<b>M</b>	20%
<b>Q5.</b> Tenderers must provide details of how they will ensure that the new route into teaching will be credit rated at SCQF level 11. Your response should include as a minimum: <ul style="list-style-type: none"> <li>The level of academic award the programme will award to the successful graduate.</li> </ul> The controls and processes the suppliers will undertake to ensure this is completed timeously.	<b>M</b>	20%
<b>Q6.</b> Tenderers should set out clearly their strategy to ensure that graduates on the programme engage with schools with high levels of deprivation across Scotland. This should include placements covering both the student and probationer phases.		10%

<b>TECHNICAL AWARD CRITERIA</b>	<b>Section Weighting</b>	<b>Question Weighting</b>
<b>SECTION 3. STAFFING, SKILLS &amp; RESOURCES</b>	<b>20%</b>	
<b>Q7.</b> Tenderers should provide specific details of the individual they propose to manage this contract, a copy of their curriculum vitae (CV) and proposed job description, highlighting their experience and specific skill set in relation to this commission		50%
<b>Q8.</b> Tenderers should provide full details of the resources to be employed in the provision of this work, this should include as a minimum: <ul style="list-style-type: none"> <li>CVs for each staff/team member proposed (1/2 to 1 page for each), highlighting their experience and specific skills in relation to this commission.</li> <li>Job descriptions or role profiles for each staff/team member, detailing specific responsibilities and tasks in relation to this commission</li> </ul>	<b>M</b>	40%
<b>Q9.</b> Tenderers must provide details of their staff recruitment and retention policy. This should also include any internal systems they have in place for managing the absence of key staff (specifically the lead individual) or		10%

replacement of other team members involved in this particular commission during annual or sick leave etc.		
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<b>TECHNICAL AWARD CRITERIA</b>	<b>Section Weighting</b>	<b>Question Weighting</b>
<b>SECTION 4. RECRUITMENT &amp; MARKETING</b>	<b>25%</b>	
<b>Q10.</b> Tenderers should clearly set out their proposed approach for the recruitment of the cohort required for this programme. Your response should include how you will identify and attract these graduates from a wide range of academic disciplines that are traditionally not attracted to a career in teaching.	<b>M</b>	60%
<b>Q11.</b> Tenderers will be required to present their marketing strategy for the recruitment of the graduate cohort. The tenderer must outline an overall marketing strategy including any initiatives such as social media and contact with professional bodies if applicable.		40%

<b>TECHNICAL AWARD CRITERIA</b>	<b>Section Weighting</b>	<b>Question Weighting</b>
<b>SECTION 5. EVALUATION &amp; DEPLOYMENT</b>	<b>10%</b>	
<b>Q12.</b> Tenderers should set out their approach for evaluation of the New Route into Teaching Programme. Your response should include how you will evaluate the following: <ul style="list-style-type: none"> <li>views from graduates, schools and employers;</li> <li>cost and sustainability of the programme;</li> <li>success of marketing and recruitment strategy; and</li> <li>analysis of applications and drop-outs rates</li> </ul>		70%
<b>Q13.</b> Tenderers must set out their contingent plans for graduates who do not finish the course within the pilot timescale.		30%

<b>TECHNICAL AWARD CRITERIA</b>	<b>Section Weighting</b>	<b>Question Weighting</b>
<b>SECTION 6. RISKS AND ISSUES</b>	<b>5%</b>	
<b>Q14.</b> The Tenderer must provide a comprehensive risk assessment. It should have a minimum of four categories: description of the risk, likelihood of occurrence, mitigating action and recovery plan in the event of the risk materialising. An example is provided in the table below. The tenderer must also describe their procedures for risk and issues management.		100%

<b>Issue</b>	<b>Likelihood of Risk (low, medium or high)</b>	<b>Mitigating Action(s)</b>	<b>Recovery Plan</b>

(please add additional lines as required)

<b>TECHNICAL AWARD CRITERIA</b>	<b>Section Weighting</b>	<b>Question Weighting</b>
<b>SECTION 7. COMMUNITY BENEFITS</b>	<b>0%</b>	
<p><b>Q15.</b> The Scottish Government is committed to contributing to the social, economic &amp; environmental well-being of the people of Scotland. The Government has <a href="#">five objectives</a> that underpin its core purpose - to create a more successful country, with opportunities for all of Scotland to flourish, through increasing sustainable economic growth =.</p> <p>Accordingly, while the following community benefit objectives will not be evaluated as part of the tender process, the successful contractor will be expected to present a community benefit proposal with their tender detailing how, in the event that they should be successful in winning the contract, they will address the following Community Benefit themes:</p> <ul style="list-style-type: none"> <li>• targeted recruitment &amp; and training for “disadvantaged” persons unemployed for over 6 months;</li> <li>• work placement opportunities for 14-16 year olds</li> <li>• graduate placements</li> <li>• educational projects with a, b &amp; c secondary schools.</li> </ul> <p>If successful the winning bidder(s) will discuss the content of their Community Benefit proposal and agree a plan for the delivery of the agreed community benefits which will become a condition of the contract.</p>		Information Only

<b>TECHNICAL AWARD CRITERIA</b>	<b>Section Weighting</b>	<b>Question Weighting</b>
<b>SECTION 8. SUSTAINABLE DEVELOPMENT</b>	<b>0%</b>	
<p><b>Q16.</b> Please provide details of how the contract will be managed in a way that ensures that its policies and processes will support the Scottish Ministers ‘Greener Scotland’ strategic objective. As a minimum your response should include details of proactive approaches to sustainable consumption, including use of any supported businesses, the efficient use of resources and the consideration given to social and environmental consequences.</p>		Information Only

TECHNICAL AWARD CRITERIA	Section Weighting	Question Weighting
<b>SECTION 9. FAIR WORK</b>	<b>0%</b>	
<p><b>Q17.</b> The Scottish Business Pledge is a Government initiative which aims for a fairer Scotland through more equality, opportunity and innovation in business. Information on this can be found at the following link:  <a href="https://scottishbusinesspledge.scot/">https://scottishbusinesspledge.scot/</a>.</p> <p>Tenderers are asked to confirm if they have signed up to the Scottish Business Pledge.</p>		Information Only
<p><b>Q18.</b> 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 Living Wage into organisational structures long term. More information can be found at the links below:  <a href="http://scottishlivingwage.org/">http://scottishlivingwage.org/</a>  <a href="http://www.livingwage.org.uk/">http://www.livingwage.org.uk/</a></p> <p>Tenderers are asked to confirm if they are accredited as a Living Wage Employer.</p>		Information Only

## FORM OF TENDER

### ATTRACTING HIGH-QUALITY GRADUATES INTO TEACHING - CASE: 379894

\*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by the Scottish Ministers, to provide the goods and/or services in the Specification in accordance with the documents listed below, at the prices entered in the Pricing Submission and in accordance with the Scottish Government's Model Services Contract which appear in this set of documents.

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

- Cover Letter
- Instructions to Tenderers
- Model Services Contract & Associated Schedules (1-10)
- Evaluation Guide and Award Criteria
- Form of Tender

\*I/We agree to abide by this tender from **1200 hours on 16<sup>th</sup> November 2017** the date fixed for receiving tenders, until the Award of Contract.

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

\*I/We understand that the service provision is expected to commence on or around 31<sup>st</sup> January 2018 and run for a period of 31 months unless the Contract is terminated in accordance with the terms and conditions.

Signature:

Name:

**(BLOCK  
CAPITALS)**

Designation:



Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Nature of Firm

Address

Telephone No

(INCLUDE AREA CODE)

E-mail

Date

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

**(\* DELETE AS APPROPRIATE)**

# **PCS-Tender Supplier Response Guide**

**Version 4 July 2017**

## Contents

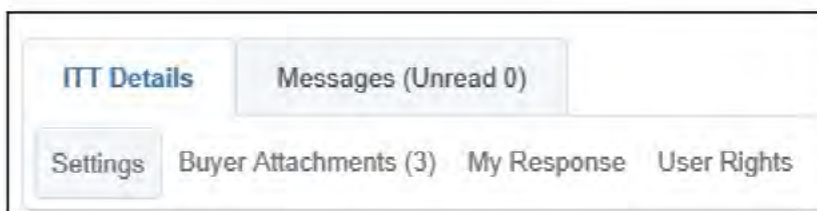
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## Creating a Response to a Tender

**PLEASE NOTE:** Many Authorities do NOT accept late tender responses. It is your responsibility to ensure your response is complete and submitted prior to the deadline. You should leave sufficient time to upload and submit tender responses. If the tender contains mandatory questions(s), these should be answered prior to submitting your response otherwise you will be unable to submit.

### The Settings Area

The settings area of the PQQ or ITT will include, but is not limited to, the closing date and time, scoring methodology, etc. It is also displayed within the email you receive when buyers directly invite you to a PQQ or ITT.



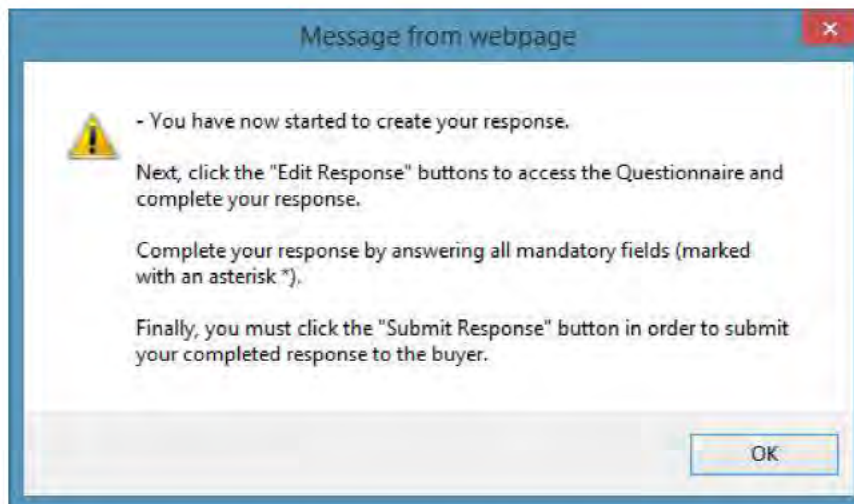
You may be required to respond to questions in three envelopes:

- **Qualification Envelope:** As well as asking you to provide some basic company information, the Qualification Envelope will usually contain questions from the European Single Procurement Document (ESPD), which is a standard form suppliers can use to provide initial evidence of their ability to carry out the contract, that the buyer will then assess on a pass/fail basis, such as questions checking whether any Exclusion Grounds apply to your company, and information about your organisation's Economic and Financial Standing.
- **Technical Envelope:** This envelope will usually contain questions either about your organisation's technical and professional ability to carry out a contract, or about technical aspects of the bid, that the buyer intends to assess on a scored and weighted basis.
- **Commercial Envelope:** Where used, this envelope will usually be the area where you are asked to supply pricing information. Please note, some multi-stage opportunities may not contain a commercial envelope as part of the initial response.

For further information on ESPD, please refer to the [Scottish Procurement Information for Suppliers webpages](#). A copy of the ESPD (Scotland) can be viewed on the [Procurement Journey](#).

To access the envelopes you will need to select [My Response](#) from the ribbon menu and then [Create Response](#) located at the top of the page.

A pop-up message will confirm that you have started creating your response:



Within the next screen you are shown the number of mandatory questions that you have yet to answer per envelope.

My Response Summary			
1.	Qualification Response	Missing mandatory responses (3)	
2.	Technical Response	Missing mandatory responses (4)	
3.	Commercial Response	Mandatory fields missing (8)	Total Price (excluding optional sections) 0
			Cost inc. Call out Charge Total (excluding optional sections) 0

Within the **My Response** area of the PQQ or ITT you are now able to review the questions. Please note, some answers to the standard questions may have been pre-populated if you have answered these in your profile or a previous tender. It is your responsibility to ensure that these are correct and still valid for this tender response.

To enter, amend or review your responses you can either **Edit Response** located at the top right hand side of each envelope or alternatively click the title of each envelope as displayed in the **My Response Summary**.

My Response Summary			
1.	<b>Qualification Response</b>	Missing mandatory responses (3)	
2.	Technical Response	Missing mandatory responses (4)	
3.	Commercial Response	Mandatory fields missing (8)	Total Price (excluding optional sections) 0
			Cost inc. Call out Charge Total (excluding optional sections) 0
<a href="#">View Response Index Only</a>			
<b>1. Qualification Response (questions: 220)</b>			<b>Edit Response</b>
1.1 Information about the Procurement Procedure - Section of Procurement Specific Questions			
	Question	Description	Response
1.1.1	File Reference No:	File reference number attributed by the public body (if applicable):	

When you are creating your response, mandatory questions will be denoted by a red asterisk. If you do not answer all mandatory questions you will not be able to submit your final response to the Buyer.

### Saving a Response

As you progress through the questions, click the **Save Changes** button regularly in order to make sure that your work is saved. Alternatively, click **Save and Exit Response** to save and return to the **My Response** page. Failure to do so may mean you risk losing your work if you experience connection issues or security 'time-outs'.



Note, if any questions have instructional attachments, you will see a warning message:



To download the attachment click on the paperclip icon next to the question:

Item Reference	Description	Remarks	Unit of Measurement
3.1.1 	* Boilers as per Specification		Each

### Qualification Envelope Example

You should answer all questions contained within this area. If you have previously answered an ESPD on PCS-T you may find that your answers are prepopulated as they have pulled through from your supplier profile. If responses have been pre-populated it is very important that that you validate, and if necessary, edit/change any outdated information or not applicable to the particular opportunity you are responding to. Importantly, this must be conducted prior to final response submission.

As mentioned earlier, these answers come from your supplier Extended Profile, which can be updated manually or will be auto updated by the PCS-Tender system if you have answered them in a previously submitted response. The extended profile is only updated once the buyer opens your response.

You should work through the Qualification Response Envelope completing all the questions.

### Submission of Separate ESPD Responses by other organisations connected to the bid

Where you are bidding as part of a group or with entities on whose capacity or capability that you rely upon. For example, subcontractors or other members of a consortium you are part of, you must submit a separate ESPD response for each of these entities along with your own ESPD response.

1.16 Part 2C: Reliance on the capacities of other entities - Section of Standardised Questions		
Question	Description	Response
1.16.1	2C.1	<p>★ Does the bidder rely on the capacities of other entities in order to meet the selection criteria set out under Part 4 and the criteria and rules (if any) set out under Part 5 (if included)?</p> <p>Yes <input type="button" value="v"/></p>
1.17 Conditional Section: Reliance on the capacities of other entities - Section of Standardised Questions		
Note	Note Details	
1.17.1	<p>***Buyers guidance please delete before issuing***</p> <p>In order to allow the other entities to submit a separate ESPD response, you should follow the instructions below:</p> <p>Once you've finalised your ESPD, download and attach the 'Supplier Response Form' as an instructional attachment to the question (ESPD 2C.1.1) below.</p> <p>Further guidance can be found in the ESPD and Request for Documentation User Guide.</p> <p>Please provide a separate ESPD response for each of the entities concerned.</p>	
1.17.2	<p><b>BIDDER GUIDANCE</b></p> <p>Please note that this should also include any technicians or technical bodies, not belonging directly to the bidder's undertaking, especially those responsible for quality control and, in the case of public works contracts, the technicians or technical bodies upon whom the bidder can call in order to carry out the work.</p> <p>Insofar as it is relevant for the specific capacity or capacities on which the bidder relies, please include the information under Parts 4 and 5 for each of the entities concerned (e.g. for technical bodies involved in quality control).</p>	
1.17.3	<p><b>BIDDER GUIDANCE</b></p> <p>Each entity being relied on must complete the following sections of the ESPD:</p> <ul style="list-style-type: none"> <li>● Part 2A: Information about the bidder</li> <li>● Part 2B: Information about representatives of the bidder</li> <li>● Part 3: Exclusion Grounds</li> <li>● Part 4: Selection Criteria (only the sections that the entity is being relied upon)</li> <li>● Part 5: Reduction of the number of qualified candidates (where applicable)</li> </ul>	
Question	Description	Response
1.17.4	<p>★ Please download and complete the ESPD attachment for each of the entities.</p> <p>Bidders should ensure that any other entities are also registered on PCS-Tender.</p> <p>Where you have multiple entities you should attach the completed ESPD responses as a single zip file against this question.</p>	<p>→ <a href="#">Click to attach file</a></p>

The buyer will attach a copy of the ESPD to the relevant question as an instructional attachment. You should download this attachment and send a copy to the relevant entities asking them to complete the sections noted below

- Part 2A: Information about the bidder (mandatory)
- Part 2B: Information about the representatives of the bidder (mandatory)
- Part 3: Exclusion Grounds (mandatory)
- Part 4: Selection Criteria (you should ensure that the relevant entities only fill in the parts of these sections where you rely on them to meet the minimum standards. There is no need for them to complete all questions within this section)
- Part 5: Reduction of the number of qualified candidates (where applicable and included)

The completed response(s) should then be uploaded or, in the case of multiple responses, be zipped together and then uploaded as your response to this question.

## Subcontractors

You may also need to submit a separate ESPD for subcontractors on whose capacity you are not reliant, if requested to do so by the buyer. This will be specified clearly in the Contract Notice and the following question will be included in ESPD:

1.19 Part 2D: Subcontractors - Section of Standardised Questions		
Question	Description	Response
1.19.1	2D.1	* Does the bidder intend to subcontract any share of the contract to third parties? <input type="button" value="Yes"/>
1.20 Conditional Section: Subcontractors - Section of Standardised Questions		
Question	Description	Response
1.20.1	2D.1.1	In so far as known, please list the proposed subcontractors: <input type="text"/> <small>Characters available 2000</small>
Note	Note Details	
1.20.2	BIDDER GUIDANCE The ESPD (Scotland) - Subcontractors - Supplier Response has been attached to the following question to allow you to submit an ESPD on behalf of subcontractors. Please ensure each subcontractor fills in the following sections: • Part 2A: Information about the bidder • Part 2B: Information about representatives of the bidder • Part 3: Exclusion Grounds	
Question	Description	Response
1.20.3	2D.1.2 Please download and complete the ESPD attachment for each of the subcontractors concerned. Bidders should ensure that any listed subcontractors are also registered on PCS-Tender. Where you have multiple sub-contractors you should attach the completed ESPD responses as a single zip file against this question.	<input type="button" value="+ Click to attach file"/>

A subcontractor specific version of the ESPD Supplier Response Form is included as an instructional attachment. You should download the ESPD Supplier Response Form and send a copy to the relevant subcontractors asking them to complete the following sections:

- Part 2A: Information about the bidder (mandatory)
- Part 2B: Information about the representatives of the bidder (mandatory)
- Part 3: Exclusion Grounds (mandatory)

Please ensure that you send the correct attachment to the relevant entity to ensure that they fill in the appropriate information.

## Technical Envelope Example

This envelope will usually contain questions that will be evaluated on a scored and weighted basis by the Contracting Authority.

The Buyer should have included a document within the *Attachments – Visible to Suppliers* area of the system, explaining how the Authority intends to score each question for this procurement exercise, along with the weightings of each section and question.

You can also view the weightings assigned to the technical questions by clicking the **Printable View inc. Tender Weightings** button.



← Back to List

ITT: itt\_2932 - Supplier Response Guide

Project: project\_2523 - Supplier Response Guide  
Closing Date: 25/05/2016 12:00:00  
Response Last Submitted On: **Not Submitted Yet**

**Warning:** You have 3 unread Buyer Attachment(s). Please click here to read the file(s) before submitting your response.

- Delete Response
- Export/Import Response
- Printable View inc Tender Weightings
- Help for Suppliers

## Checking the validity of a tender response before submission

You can check that a response for all mandatory questions has been provided by clicking the **Validate Response** button.

Save and Exit Response   Save Changes   Cancel

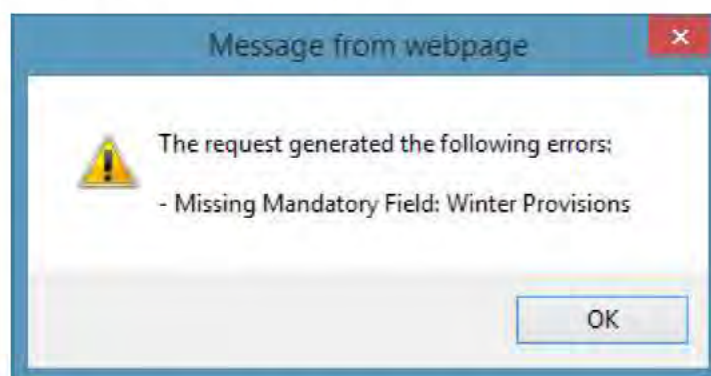
**Validate Response**

**2. Technical Response (questions: 4 )**

2.1 Closed Questions - Section of Procurement Specific Questions

Question	Description	Response
2.1.1	Boiler Efficiency <b>*</b> How efficient are the boilers that you intend to supply, using the Sedbuk efficiency rating?	81 - 89
2.1.2	Response Times <b>*</b> What is your expected Response Time to call out?	Within 12 Hours

Any missing mandatory answers will then be displayed in a pop up message containing a list of all questions that require an answer for your envelope response to be valid.



Any questions that require a response will be highlighted in red and have a warning symbol displayed within the description.

2.2 Service - Section of Procurement Specific Questions		
Question	Description	Response
2.2.1 Winter Provisions	⚠️ * Winter will be the busiest time of year. What provisions do you have in place to ensure that service levels do not drop due to increased demand?	<input type="text"/> <small>Characters available: 2000</small>
2.2.2 Boiler Conformance	* Please upload a copy of your proposed boiler(s) conformance certification.	Boiler Conformance Cert.pdf (1,338 KB)

## Submitting a Response

To submit your response to the Buyer, navigate to the **My Response** page and click the **Submit Response** button.

[← Back to List](#) ⋮

ITT: itt\_3058 - Supplier Prep Running

Project: project\_2663 - Supplier Prep

Closing Date: 16/05/2017 12:00:00

Response Last Submitted On: Not Submitted Yet

*Warning: You have 1 unread Buyer Attachment(s). Please click here to read the file(s) before submitting your response.*

ITT Details Messages (Unread 0)

Settings Buyer Attachments (1) My Response User Rights

Submit Response
Export/Import Response

**My Response Summary**

The first pop up (below) asks that you confirm you wish to continue with your submission, click **OK** to confirm.

Message from webpage ✕

**IMPORTANT:** Please ensure that you have reviewed your response for completeness, including any file attachments. To continue with your submission, click "OK". To return to your response without submitting, click "Cancel".

OK
Cancel

Following successful submission to the Buyer you will receive the subsequent pop up:



You are able to make amendments and update your response. However, the buyer will only receive the latest submission and this will only be accessible to the Buyer after the deadline has passed.

Acceptance of late responses is at the discretion of the Buyer. The system will allow suppliers to submit a late response as long as the Buyer has not started the evaluation process. This does not mean the buyer will accept and evaluate your response.

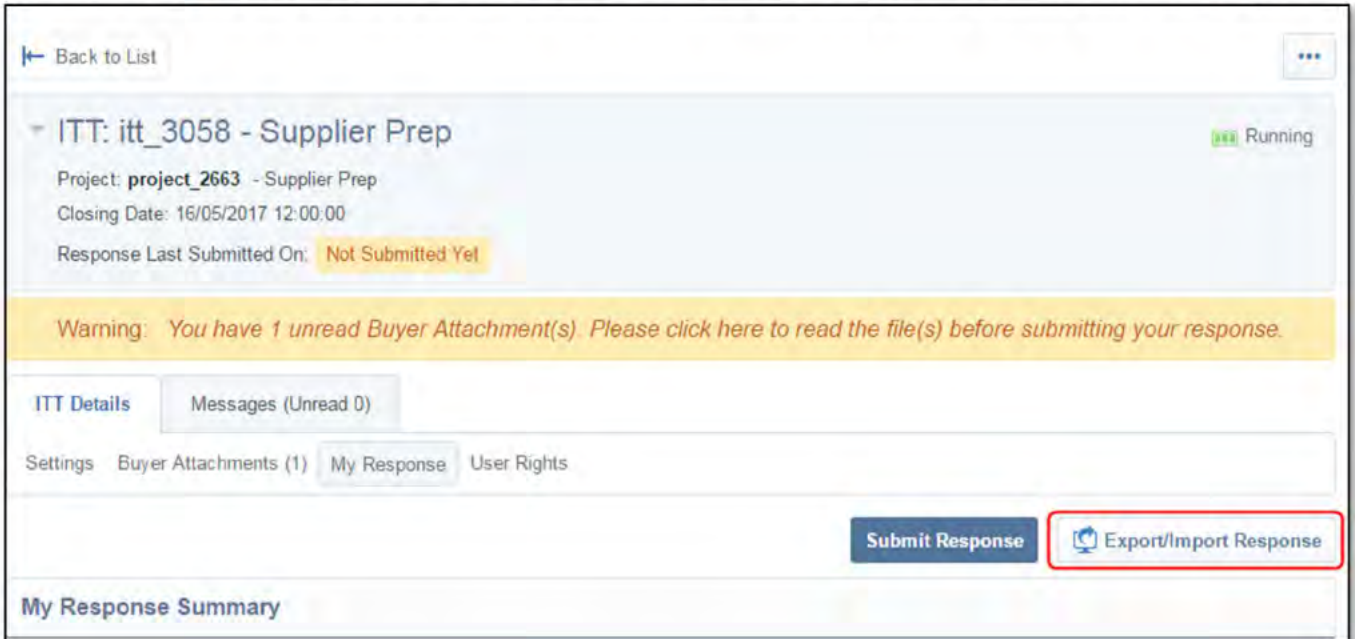
**PLEASE NOTE: Many Authorities do NOT accept late responses. It is your responsibility to ensure your response is complete and submitted prior to the deadline. Please leave yourself plenty of time prior to the submission deadline.**

You will also receive an automated email confirming you have successfully submitted your response, which also includes full summary details of the Invitation to Tender and confirm that the submission into the system/to the buyer has been successful.

**Please note: This is a system alert to confirm you have submitted your response to the buyer, it is not confirmation that the Buyer has accepted the tender submission as a fully compliant response.**

## Creating a response offline

Using the **Export/Import Response** option (highlighted below) allows you to complete your responses offline. After populating the Excel template offline you must import the completed tender response back into the system.



← Back to List ...

ITT: itt\_3058 - Supplier Prep Running


Project: project\_2663 - Supplier Prep  
 Closing Date: 16/05/2017 12:00:00  
 Response Last Submitted On: Not Submitted Yet

Warning: You have 1 unread Buyer Attachment(s). Please click here to read the file(s) before submitting your response.

ITT Details Messages (Unread 0)

Settings Buyer Attachments (1) My Response User Rights

Submit Response

 Export/Import Response

My Response Summary



ITT: itt\_2932 - Supplier Response Guide Running

Project: project\_2523 - Supplier Response Guide  
 Closing Date: 25/05/2016 12:00:00  
 Response Last Submitted On: Not Submitted Yet

Edit Mode

← Back to Response Help To Create & Import Your Response

 This screen allows you to download an Excel spreadsheet containing the ITT questionnaire. You may use the spreadsheet to compile your ITT response. Once you have completed the spreadsheet you should return to this screen and import the spreadsheet in order to populate the online questionnaire.

Select File to Import  Browse... 
 Import Excel
  
 Download

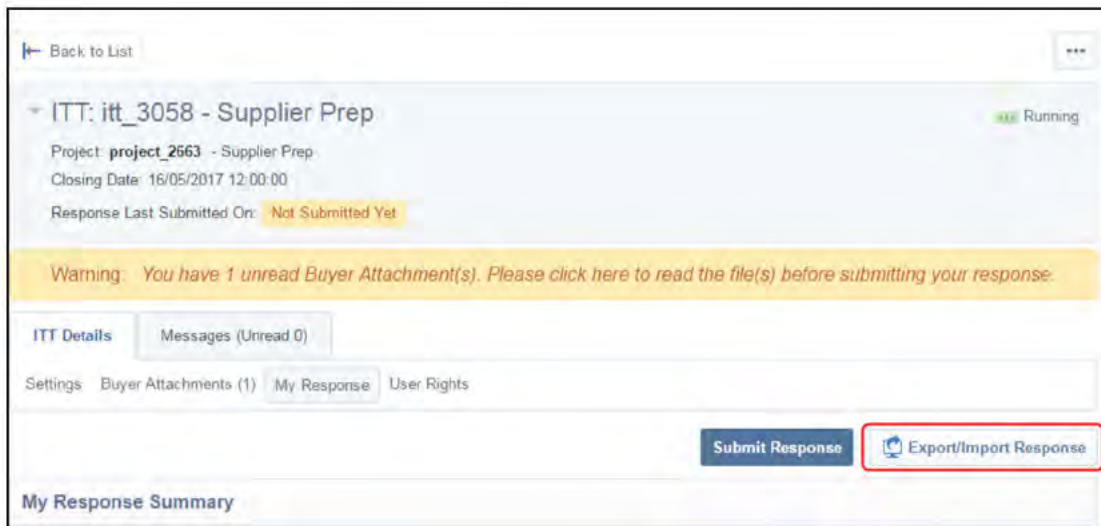
To populate your response you will need to open the saved file.

C	D	E	F	G	H	I	J	K
1	NOTE: PLEASE DO NOT ADD OR REMOVE ANY WORKSHEETS, CELLS, ROWS OR COLUMNS FROM THE EXCEL RESPONSE SPREADSHEET, OR EDIT ANY FORMULAE WITHIN THE SPREADSHEET AS THIS MAY CAUSE THE IMPORT OF THE SPREADSHEET TO FAIL.							
2	PQQ Response Questionnaire for: pqq_718							
3	COLOUR LEGEND							
4	Optional Response							
5	Mandatory Response							
6	Ignored During Import							
7	Questionnaire Information							
8								
9								
10	<b>1 Qualification Envelope</b>							
11								
12	<b>1.2 Acceptance of Documentation</b>							
13	Note							
14	1.2.1	BIDDER GUIDANCE	Important – The buyer will typically expect bidders to answer all the questions – even those marked "optional". Optional in this instance simply means that the PCS-Tender system will not actively stop a bidder from submitting a response if an "optional" question has not been answered. It is the bidder's					
15	1.2.2	BIDDER GUIDANCE	Bidders must navigate to the 'Attachment' area to download and view documents relating to this procurement exercise.					
16	1.2.3	Supplier Response Guides	Please confirm that you have read and understood the supplier response guide	Yes/No Value	Select the applicable response from the drop down menu on the bottom right of the response box			
17	1.2.4	Confirmation - Date	Please enter the date in which you have confirmed the above	Date	Enter a valid Date			
18								

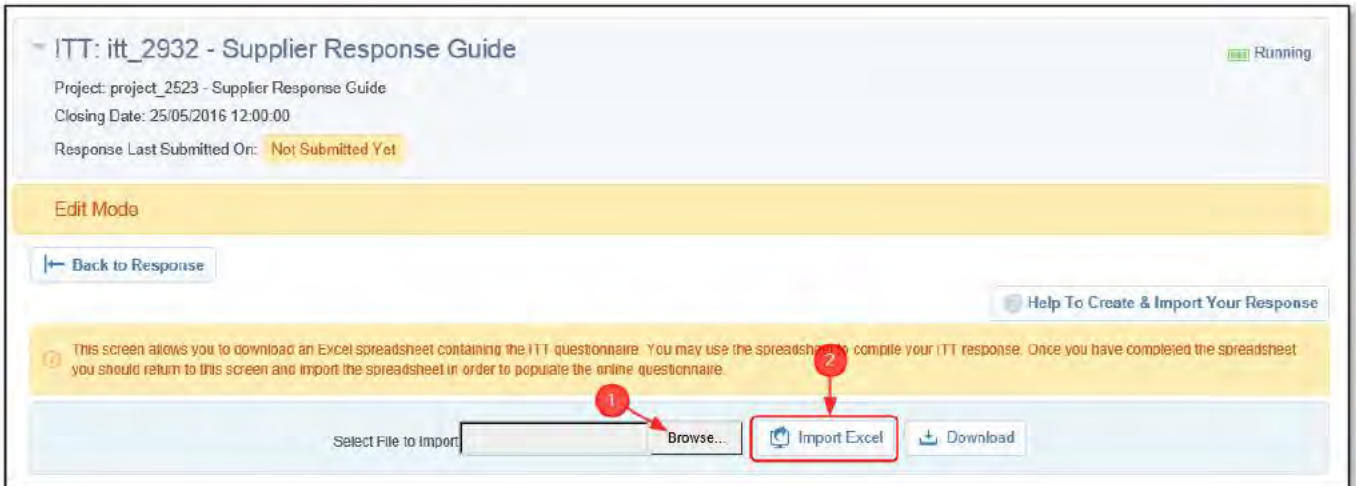
When you open your saved document you will find a key to completing this, which outlines the mandatory and optional questions located towards the top left of the document.

As you are working offline from PCS-Tender, please remember to periodically save your question responses to your own computer as you will need to locate and upload your final saved version.

Once you have completed and reviewed the responses entered into the spread sheet, to import the document into the PQQ or ITT select **Export/Import Response**.



On the following screen, use the **Browse** button to select your spread sheet from the location saved then **Import Excel** to import your response.



If the spread sheet is in the correct format you will receive a message shown below.



On the following screen you will see a summary of the ITT, once you have reviewed be sure to **Save Changes**.

ITT: itt\_2932 - Supplier Response Guide Running

Project: project\_2523 - Supplier Response Guide  
Closing Date: 25/05/2016 12:00:00  
Response Last Submitted On: Not Submitted Yet

EDIT MODE: Imported changes need to be reviewed and saved

Save changes
✖ Undo All Changes

**My Response Summary**

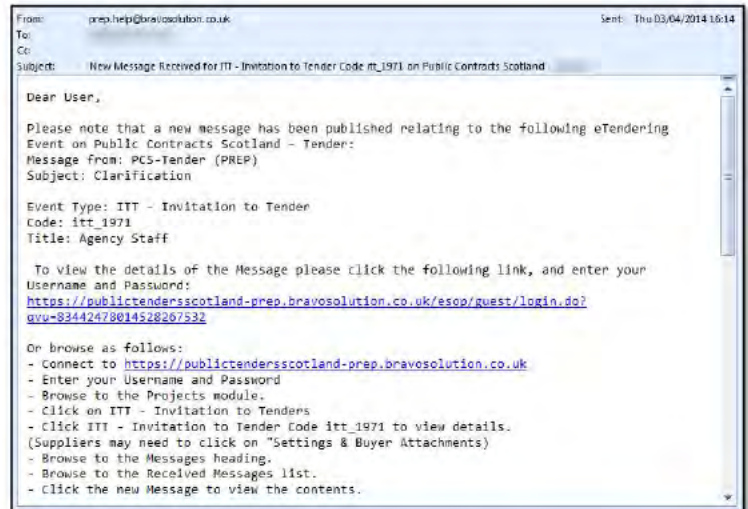
1.	Qualification Response	Missing optional responses (26)	
2.	Technical Response	Missing mandatory responses (1)	
3.	Commercial Response	All quoted items completed	
<b>Total Price (excluding optional sections)</b>			<b>3,560</b>
<b>Cost inc. Call out Charge Total (excluding optional sections)</b>			<b>3,601</b>

[View Response Index Only](#)

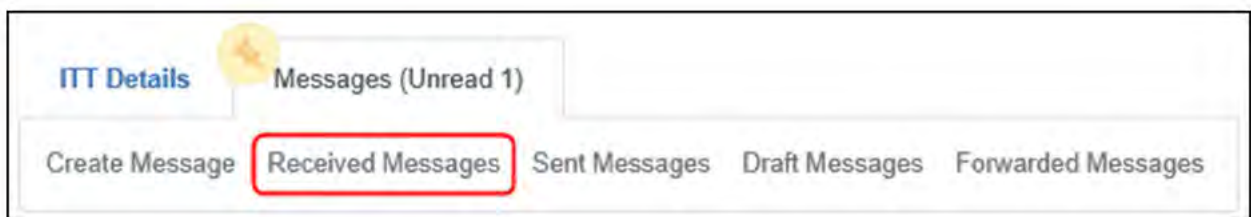
Attachment based questions cannot be answered using the excel spread sheet import functionality. If there are any attachment type questions you will need to respond to these manually by editing the response online.

### The Messaging Area

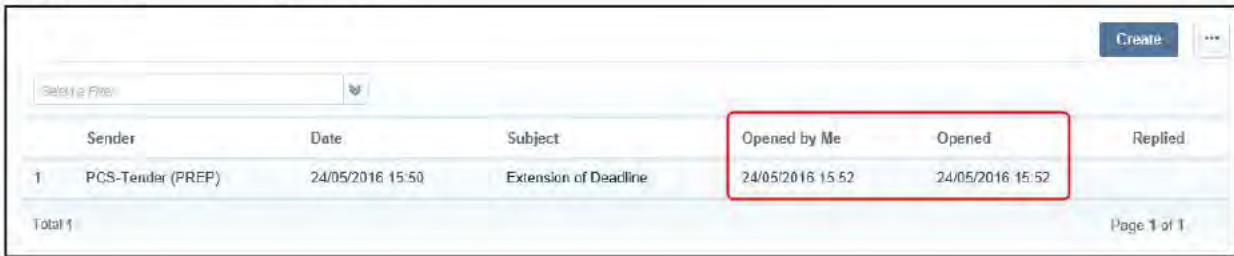
The PCS-Tender messaging system operates in a similar fashion to any other email facility. The Buyer may send you (or all suppliers) messages by means of this functionality. In the first instance you will receive an email alert notification informing you of a newly posted message.



To access the message click the **Messages** tab on the ribbon menu. Then click the *Received Messages* menu option to access your message(s).



From within this area you will see each received message displayed as a list with the most recent message at the top of the list. The columns to the right hand side of each message will display whether you have opened the message, or replied to it by placing the date and time of this action within these fields.



Sender	Date	Subject	Opened by Me	Opened	Replied
1 PCS-Tender (PREP)	24/05/2016 15:50	Extension of Deadline	24/05/2016 15:52	24/05/2016 15:52	

Having read a message you can click the **Reply** button to start composing a response. You can either send the message or save it as a draft.



**Message**

**Date:** 24/05/2016 15:50

**Message Classification:** Administration Query (eg timescales, weightings, site visits etc)

**Message received:** Please be aware that we are extending the deadline following clarifications.

**Sent by:** PCS-Tender (PREP)

**Subject:** Re: Extension of Deadline

**My Message:** [Text area]

Buttons: **Send Message**, **Save as Draft**, **Cancel**

Any sent messages, whether it is a response to a message from the Buyer or an original message to the Buyer, will be stored within the Sent Messages area. Here you can monitor whether a Buyer has read your message and if they have replied to it.

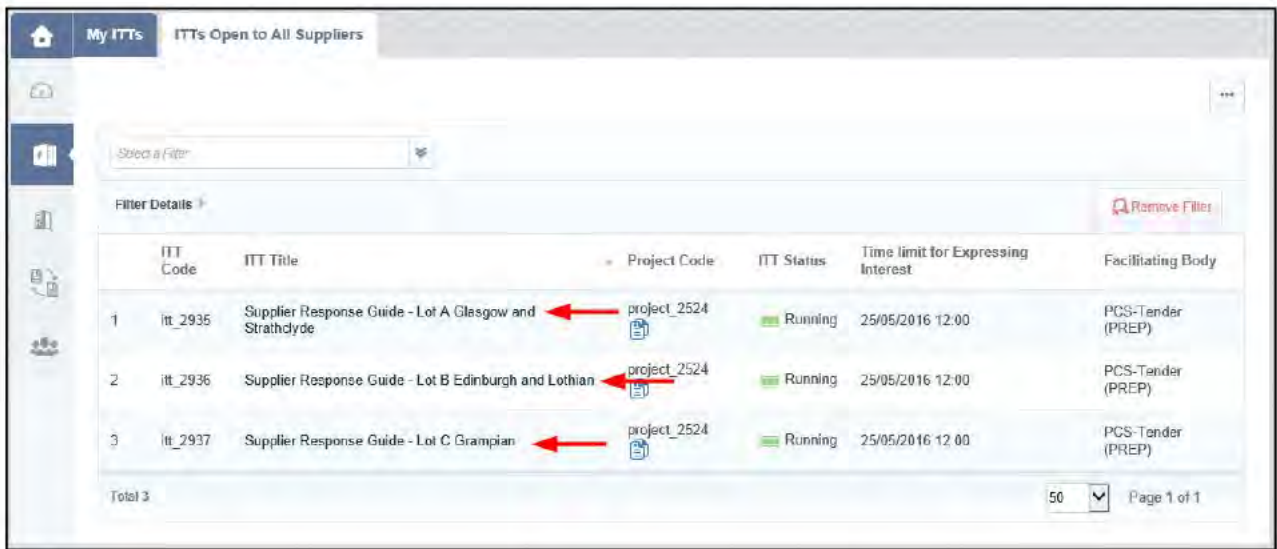


## Multi-Lot ITTs: Accessing the tender and submitting a response

\*\*\*\*\*  
**PLEASE NOTE: FOR MULTI-LOT TENDERS YOU WILL BE PRESENTED WITH MULTIPLE ITTs AND MUST ENSURE THAT YOU COMPLETE THE *QUALIFICATION ONLY ITT* ALONG WITH ANY ITT LOT THAT YOU ARE BIDDING FOR. THE QUALIFICATION ITT MUST BE SUBMITTED IN ORDER TO SUBMIT YOUR RESPONSE TO ANY OF THE LOTS.**  
 \*\*\*\*\*

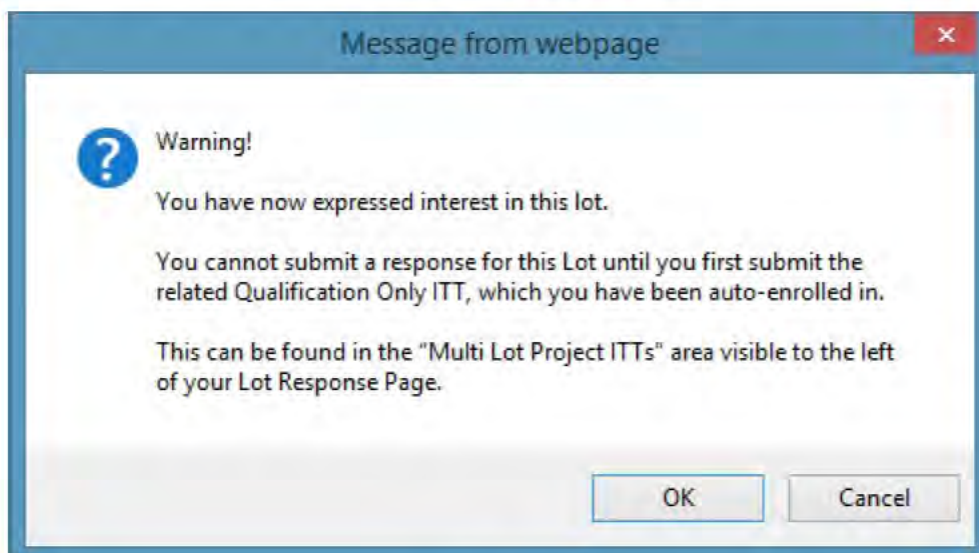
Please note that a buyer may name the mandatory 'QUALIFICATION ONLY ITT': 'MASTER ITT', 'QUALIFICATION ITT' etc.

When you first search for a Multi-Lot ITT you will only see the individual lots and not the Qualification Only ITT. You will need to select the lot in which you wish to express interest, just like you would for any other ITT.




You only need to express an interest in one lot in order to access the Multi-Lot Project and submit a response to the Qualification Only ITT.

Upon expressing an interest in your chosen lot you will see the pop-up below:



You will then be taken to the next Multi Lot Project screen below:

You will see the  symbol, indicating that you have not yet submitted a response to the Qualification Only ITT.

You can use the *Multi Lot Project ITT* menu option to navigate between the lots.

**Please note that you will need to submit each lot response individually.** You will be able to monitor the status of each individual submission in the Multi Lot Project ITT menu area.

## [Responding to a Request for Documentation](#)

You may be asked to provide documentation, certificates or other supporting evidence in relation to the information you provided in your ESPD response. This may be facilitated through an additional set of questions on the system known as a Request for Documentation (RfD).

You will be invited to by the buyer will receive an email alert confirming the details, code and closing date and time. You will find it in the **My PQQs** area.

The way in which you respond to a RfD is no different to any PQQ or ITT within the system.

You may find that responses to some RfD questions are pre-populated with responses you have submitted previously. Please note it is your responsibility to validate that these answers are correct and valid before it is submitted. You must edit and update any responses that are no longer valid prior to submitting your RfD response.

## Additional information for PCS-Tender

### General System Help

#### System Time Out

For security reasons if you are inactive on the site for 20 minutes you will be **timed out**. This is part of strict Scottish Government requirements to maintain security and tender integrity and cannot be changed.

#### Navigating through PCS-Tender

Do not use the **Back** or **Forward** buttons on your browser, you could potentially lose your work. Please use the links on the site to navigate through the PQQ or ITT.

#### Mac Users

Mac users should use a Firefox browser (available free of charge at: <http://www.mozilla.com/firefox>) as the Safari browser does not support certain Java scripts. If you experience any problems with Firefox or any other web browser please contact the BravoSolution helpdesk.

#### Legend

Use the **Legend** to understand icons, note text responses are deliberately capped at 2000 characters (± 350 words). If the Buyer requires a larger response they will add an additional text box. Also note that Numeric fields will not accept text, spaces, symbols etc.

#### Security

Please treat your login securely - if you believe that you have lost your password -please log onto the website and click "Forgotten your password?" and follow the instructions.

#### Deactivation

You must immediately inform the **BravoSolution helpdesk** in the event that a User leaves your organisation or no longer requires access to the System. The System Administrator retains the right to deactivate a Supplier User if there has been no access for a period of sixty (60) days, however deactivations will only take place once per quarter and you will be asked via email to confirm you do not wish to have your account deactivated.

To reactivate your account you simply need to contact the **BravoSolution helpdesk**, any answers stored in your profile will not be affected and any information submitted as part of a response to a procurement exercise will be retained for audit purposes.

#### Single Sign On

Single Sign On allows buyers and suppliers to access the existing PCS and PCS-Tender through a single log-on. Access the user guides through the **Help Files** link on your landing page to find out more about PCS Single Sign On.

If you have any software queries refer to PCS-Tender online help in the first instance. If you still have an issue email or phone the **BravoSolution helpdesk** for technical help only. For queries regarding the PQQ/ITT, please contact the buyer through the PCS-Tender Message facility.

### System Alerts

Please be aware that PCS-Tender will issue automatic alerts in a number of circumstances, in all cases these will come from [auto-alert@bravosolution.co.uk](mailto:auto-alert@bravosolution.co.uk). Please add this email to your safe list to ensure that alerts are not directed to your junk/spam folder.

Sent Messages

Recipient	Date	Subject	Message	Message Classification
Broadcast	31/10/2017 12:08	Re: Clarification of terms	<p>Question: In section 2.7.1 Question 15 schools a, b, and c. What is meant by the terms a, b and c?</p> <p>Answer: This is error in the question and the bullet point should read as follows: educational projects with secondary schools.</p>	Other
Broadcast	16/10/2017 08:49	Citizenship of Teacher Training	<p>Question: What rules are expected to apply regarding residency or citizenship (Scotland, UK, EU, other) of those recruited onto the programme?</p> <p>Answer: Recruitment of students to the new route will be in line with current legislation and guidelines in place for higher education programmes in Scotland.</p>	General Information
Broadcast	12/10/2017 15:39	Funding	<p>Question: The anticipated per capita level of funding available and/or the total funding envelope for tuition and support costs for this project.</p> <p>Answer: We have deliberately not set a level of funding per trainee. It is for bidders to design an innovative programme and cost this accordingly bearing in mind where other funding streams impact. The tender also states in paragraph 27 that the Scottish Government will also consider innovative incentivisation that will increase recruitment. Any additional costs proposed in respect of additional incentives will be covered outwith the funding limit set in the tender document.</p>	General Information
Broadcast	12/10/2017 15:37	Funding	<p>Question: Whether SFC funding for tuition and SAAS funding for additional student costs will be made available for this project if it is accredited by universities from outside of Scotland.</p> <p>Answer: The 2005 Further and Higher Education Act limits to Scottish universities who the SFC can award funds to. Similar arrangements also prohibit student support to students registered with a university outside Scotland. In these circumstances alternative arrangements would be made for the transfer of funds to a university outside Scotland.</p>	General Information
Broadcast	12/10/2017 15:34	Re: Funding amount	<p>Question: Funding amount in schedule 1, para 30: The tender does not clearly set out the amount of funding, both in total and per trainee. If the intention is to fund at the same rate as other ITE provision, we feel that the programme will not attract high calibre individuals or develop a leadership pipeline.</p> <p>Answer: We have deliberately not set a level of funding per trainee. It is for bidders to design an innovative programme and cost this accordingly bearing in mind where other funding streams impact. The tender also states in paragraph 27 that the Scottish Government will also consider innovative incentivisation that will increase recruitment. Any additional costs proposed in respect of additional incentives will be covered outwith the funding limit set in the tender document.</p>	Commercial or Pricing Query
Broadcast	12/10/2017 15:33	Re: Levels of funding for non-university lead provider.	<p>Question: Funding mechanism in schedule 1, para 30: The tender does not clearly outline the mechanism for funding for a non-university lead provider. Currently the tender suggests fees would be from "student tuition fee costs, unit of teaching costs and student support costs" which "will be met separately via the Scottish Funding Council and the Student Awards Agency Scotland". How would a non-university lead provider access the same levels of funding as a university lead provider?</p> <p>Answer: It is expected that any new provision is delivered in partnership with a university and funding needs beyond those normally offered in terms of ITE should be detailed in the proposal.</p>	Commercial or Pricing Query

Broadcast	12/10/2017 15:32	Re: Different timeline for programme	<p>Question: Implementation timelines in schedule 1, para 29: Would the Scottish Government accept bids that propose a different timeline ? We feel that it would take until summer 2019 to design the programme and recruit the first cohort, and that a shorter timeline would significantly impact quality. The cohort would finish in summer 2021.</p> <p>Answer: We understand the point being made but believe the published timeline is achievable and we remain committed to this.</p>	Administration Query (eg timescales, weightings, site visits etc)
Broadcast	09/10/2017 08:53	Re: SCQF 10?	<p>Question: Is the tender solely for postgraduate/professional graduate awards (PGDE and Masters level) or will other levels be considered that 'create' graduates for the teaching profession?</p> <p>Answer: We require the programme to result in the award of an academic qualification at masters level (SCQF Level 11) as per page 1 of the tender specification.</p>	Technical Envelope or Specification Query
Broadcast	06/10/2017 11:38	Re: Query from Public Sector Body	<p>Question: We are a public sector body. Are we required to complete all aspects of the ESPD?</p> <p>Answer: Yes all suppliers will be required to complete all aspects of the ESPD.</p>	Administration Query (eg timescales, weightings, site visits etc)
Broadcast	06/10/2017 09:46	Re: HEI requirements	<p>Question: We understand that the ITE programme must be accredited by the GTCS, however, please can you confirm whether it is a requirement of the programme for the qualification to be awarded by a Scottish HEI, specifically, or whether an HEI outside of Scotland will be considered?</p> <p>Answer: We can confirm that It would be possible for the qualification to be awarded by an HEI outside of Scotland as long as it was at SCQF Level 11 (masters level).</p>	Technical Envelope or Specification Query