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To All Tenderers

Our ref: FSS/2022/004

4 August 2022

Invitation to Tender – Chemical Contaminants in Fish: Literature Review

Dear Sir/Madam

You are hereby invited by Food Standards Scotland to tender for the above requirement.

This Invitation to Tender is comprised of the following documents:

* This ITT Covering Letter
* Instructions to Tenderers, Annex A (Privacy Notice), Annex B (Evaluation Guide and Award Criteria) and Annex C (Commercial Proposal)
* Schedule 1 - Specification
* Schedule 2 - Tenderer’s Response Template (Blank)
* Schedule 3 - Pricing Schedule
* Schedule 4 - Form of Tender
* Schedule 5 - Food Standards Scotland’s Terms and Conditions

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 contents of the ITT documents are confidential and must not be disclosed to any third party without prior written consent.

The closing date and time for submission of tenders is **12 Noon on Wednesday 31 August 2022**. Tenders must be submitted through the Public Contracts Scotland system (PCS) via the Quick Quote portal.

Please use the messaging function within PCS to submit any questions in relation to this Invitation to Tender. The deadline for questions from Tenderers is **12 Noon on Tuesday 23 August 2022**.

Thank you for your interest in this requirement.

Yours faithfully



**Avril Gordon**

Senior Procurement Portfolio Specialist

On behalf of Food Standards Scotland

Invitation to Tender – Chemical Contaminants in Fish: Literature Review

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**Instructions to Tenderers**

1. **Tender Information**
   1. Any expenditure or work undertaken in connection with this tendering exercise is a matter solely for the commercial judgement of the tenderer and Food Standards Scotland will not be responsible for any expenses or losses which may be incurred by any tenderer in connection with the submission of their tender.
   2. The issue of an Invitation to Tender (ITT) is not a commitment by Food Standards Scotland to place a contract as a result of the Tendering exercise or at a later stage.
   3. All information requested should be provided in the order of the Schedules. Tenderers should also note that their Pricing Schedule (Commercial Offer) must be submitted as a separate document.
   4. 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.
   5. Food Standards Scotland 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, Food Standards Scotland may, at their discretion, extend the deadline for receipt of tenders.
   6. Food Standards Scotland reserve the right to reject or exclude from the procurement process a Tender, where the Tenderer has submitted 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 Food Standards Scotland for supplementary information 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.
   7. Food Standards Scotland 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.
   8. The date for tender return is **12 Noon on Wednesday 31 August 2022**. Food Standards Scotland will not enter into detailed discussions with Tenderers in relation to its requirements. All questions regarding the content of this ITT should be directed through the dedicated PCS Quick Quote messaging area by **12 Noon on Tuesday 23 August 2022**. No other form of communication will be accepted.
   9. Tenderers should note the Privacy notice at Annex A to the Instructions to Tenderers.
   10. Tenders shall remain valid and open for acceptance for **3 months** after the tender return date. In exceptional circumstances, Food Standards Scotland may request that the tenderer extend the validity period for a specified additional period.
   11. You may not in any way advertise or publicly announce that you are entering into discussions with and/or undertaking work for Food Standards Scotland without Food Standards Scotland’s prior written consent.
   12. Any tender that does not accord with all the requirements herein and in the covering letter may not be considered.
2. **Award Criteria**
   1. Food Standards Scotland is not bound to accept the lowest or any tender. The evaluation criteria will include consideration of quality as well as price.
   2. Each tender will be subjected to a Quality (Technical) and Price (Commercial) evaluation. The aim of the evaluation is to select the tender which represents the Most Economically Advantageous Tender (MEAT).
   3. The Award Criteria which will be applied to determine the Most Economically Advantageous Tender are as follows:

* **Quality (Technical) 60%**
* **Price (Commercial) 40%**
  1. Full details of the Award Criteria is contained in the Evaluation Guide and Award Criteria at Annex B and Annex C to the Instructions to Tenderers.
  2. Any contract awarded as a result of this tendering exercise will be subject to Food Standards Scotland’s Terms and Conditions, see below at Schedule 5.

1. **Instructions for Completion and Submission of Tender Documentation**
   1. Tenderers **must** submit their completed tenders via the [Public Contracts Scotland (PCS) Quick Quote Portal](http://www.publiccontractsscotland.gov.uk/) 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.
   2. Tenderers should respond to questions on the basis that Food Standards Scotland has no prior knowledge of your organisation. Information and detail which forms part of the general company literature of promotional brochures etc. will not form part of the evaluation process. General or irrelevant marketing material should NOT be included.
   3. Please note for all responses to questions (particularly where longer responses are required) it is helpful if Tenderers use plain English and punctuate their answers where appropriate and use headings, section and/or bullet points. This will assist evaluators in finding the information necessary to enable them to score accurately.
   4. Tenderers are asked to provide a single point of contact in their organisation for their response to the ITT in PCS Quick Quote. Food Standards Scotland 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 Quick Quote system up to date or they will be unable to receive communications from Food Standards Scotland. Tenderers must also undertake to notify any changes to their single point of contact promptly.
   5. All submissions from Tenderers will remain sealed on the PCS Quick Quote system until after the deadline has passed. Please note that your response will not be submitted until you press the “submit response” button. You will then receive a confirmation email that your response has been received. Food Standards Scotland will not be able to see your response until the deadline date has passed.
   6. If you experience any technical difficulties, please seek advice through the Public Contracts Scotland helpdesk on 0800 222 9003. Food Standards Scotland cannot assist you with technical matters and the PCS helpdesk cannot help you once the tender return deadline has passed.
   7. Should you decline to tender, Food Standards Scotland would request that you provide a brief reason for doing so. This information will help us improve our tender processes in future. Any responses of this nature will be kept confidential.
   8. Nothing in this ITT shall preclude Food Standards Scotland 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 Food Standards Scotland and Food Standards Scotland (at its sole discretion) consider that such exemption shall apply, and (in respect of commercially sensitive information only) a Tenderer has advised Food Standards Scotland 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 Food Standards Scotland.
   9. Accordingly, if you consider that any of the information included in your tender is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though, that even where you have indicated that information is commercially sensitive, Food Standards Scotland may disclose this information where they see fit.
   10. Tenderers should also note that the receipt of any material or document marked “confidential” or equivalent by Food Standards Scotland should not be taken to mean that Food Standards Scotland accepts any duty of confidence by virtue of that marking.
2. **Procurement Timetable**
   1. The projected timetable for this exercise is as follows: -

|  |  |
| --- | --- |
| Invitation to Tender document issued | Wednesday 3 August 2022 |
| Deadline for questions via PCS | Tuesday 23 August 2022 |
| Responses to questions via PCS | Friday 26 August 2022 |
| Tender documents to be submitted | 12 Noon, Wednesday 31 August 2022 |
| Award of contract (estimated) | w/c 19 September 2022 |
| Anticipated Contract Start Date | Monday 3 October 2022 |

**Instructions to Tenderers - Annex A: Invitation to Tender (ITT) Privacy Notice**

In order to carry out its functions, Food Standards Scotland 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. Food Standards Scotland is the data controller of the information and is committed to protecting your privacy at all times when using your personal data.

This notice relates to the personal information we process about you as part of tender exercises. It explains what personal information we process about you when you submit a response in relation to a tender exercise, why we process it, and what we do with it. It also explains your rights under data protection laws.

**1**. **Your data**

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

* We need to process your personal information in order to allow us to assess suitability of bidders, evaluate tenders, provide feedback to bidders, award contracts to the successful Tenderer 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 Food Standards Scotland staff, individuals from other public sector bodies participating in the evaluation of bids, consultants or expert advisers involved in the tender exercise.

As your personal data will be stored on our IT infrastructure it may be shared with our data processors who provide electronic tendering systems, advertising portals, email, document management, surveys and storage services.

**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 a right to see the information we hold on you by making a request in writing to the email addresses below. If at any point you believe the information we process on you is incorrect you can request to have it corrected. If you wish to raise a complaint on how we have handled your information, you can contact our Data Protection Officer who will investigate the matter.

If you are not satisfied with our response or believe we are not processing your information in accordance with the law you can complain to the Information Commissioner’s Office (ICO) at: www.ico.org.uk or via their  telephone helpline (0303 123 1113).

Our Data Protection Officer at Food Standards Scotland is the Interim Director of Policy, Science, Finance and HR who can be contacted at the following email address: [dataprotection@fss.scot](mailto:dataprotection@fss.scot)

**Instructions to Tenderers – Annex B: Evaluation Guide and Award Criteria**

Section 1 – Mandatory Questions

The Tenderer 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 Tenderer 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 (as a minimum):   * Employers Liability Insurance - £5,000,000 | | |  | | --- | | Yes, I already have this  No, but I commit to obtain it  No, and I cannot commit to obtain it. (Selecting this answer will mean the Tender is non-complaint and not evaluated further).  Not applicable – my business is exempt | |
| 2 | Provide a link or copy of your insurance certificate: | | |  |

Section 2 – Award Criteria

1. **Introduction**
   1. The winning Tenderer will be determined by the Tenderer who submits the highest Combined Score (providing their tender is technically compliant). The Combined Score will be determined based on the following Price/Quality Ratio:

* **Quality (Technical) 60%**
* **Price (Commercial) 40%** 
  1. The evaluation of tenders will comprise the following process:
     + All tenders will be subject to the Quality Analysis and a Quality Score awarded
     + All tenders will be subject to the Price Analysis and a Commercial Score awarded
     + Once both scores (Quality and Commercial) have been calculated, they will be added together to give the **Combined Score** for each compliant tender.
     + In the event of a tie, Food Standards Scotland reserve the right to award a Contract to the tied tenderer with the highest quality score.

1. **Evaluation of Technical (Quality Analysis)**
   1. The marks awarded will be based on the evidence submitted in the tender submissions, including any relevant attachments where requested.
   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 Table 1 below:

Table : Scoring Guidance

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

* 1. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting may be held between all members of the Tender Evaluation Panel to agree the moderated average scores and ensure consistency of approach with regard to the Quality Analysis.
  2. The moderated average of all of the Tender Evaluation Panels marks (0-4) for each question gives the Moderated Question Score.
  3. The Tenderers Quality Score is then calculated using the following methodology:

1. **Evaluation of Commercial (Price Analysis)** 
   1. The Commercial response of this procurement exercise carries an overall weighting of 40% and will be evaluated independently of the Technical response.
   2. The sum total price of items identified at [Annex C](#AnnexC) shall be used to identify the lowest price.
   3. The lowest priced compliant tender will be awarded the maximum price score of 40%. All other compliant tenders will be awarded a score which is proportionate to the tender with the lowest price, using the following formula:

3.4 For example: Tenderer A submits the lowest price compliant tender at £1000, and Tenderer B submits a price of £1250.

Tenderer A will score 40% for their commercial weighted score

Tenderer B will score 32% for their commercial weighted score, calculated as:

1. **Calculating Overall Final Score** 
   1. The Final Score is calculated by adding the Quality and Commercial Scores 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 Food Standards Scotland reserves the right to appoint the Tenderer who obtains the highest Quality score.
2. **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.
3. **Award Criteria**
   1. The Technical Award Criteria questions are provided in Table 2 below.
   2. Tender responses are to be submitted via the PCS Quick Quote system.

**Table 2: Technical Award Criteria**

|  |  |
| --- | --- |
| Scored Questions | Weighting |
| Q1. Please explain your understanding of the requirement and how the work produced under Contract will be used by FSS. Please also explain how you anticipate the project will advance FSS’s knowledge in the area and what outcomes might be expected. | 10% |
| Q2. Please provide an explanation of the methodology you will use for the literature review. Your response should include, but not be limited to:   * An overview of the methodology and scientific approach proposed and how this meets the requirements of FSS. * Identify any areas where collaboration with FSS will be required. | 25% |
| Q3. Please provide a project plan with timescales to deliver all requirements including the tasks and sub-tasks required to produce the report. Your response should include all stages and milestones from the project inception through to data gathering to first and final drafts of the report.  Please include a graphical representation of the project plan and timescales in your response (e.g. a Gantt chart or flow chart). | 10% |
| Q4. Please describe how the project will be managed to ensure that the deliverables and timescales provided in your response to question 3 will be achieved. Your response should include, but not be limited to:   * Identify any risk to achieving the timescales and deliverables and how these will be minimised or mitigated. * How you will mitigate any unexpected leave or staff changes to the project team. * How you will ensure the report is of a high quality. | 20% |
| Q5. Please provide information on the team who will be working directly on delivery of the project. Your answer should include;   * Outline of each team member’s role in the project and their job title, with a brief explanation of their specialism and expertise. * Details of the team structure and how members will report to each other. This should include who will be responsible for each area of work and the project as whole. * Identify expertise (either individually or for the whole team) in chemical contaminants in fish and fisheries products. | 15% |
| Q6. Please provide information of a previous literature review of a similar topic you have undertaken for a client and/or relevant published peer reviewed papers. Your response should briefly describe the requirement, how you delivered it and how any lessons learned and experience will be utilised to deliver the Contract with FSS. | 15% |
| Q7. **Fair Work Practices**  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) | 5% |
| Questions For Statistical Purposes Only | Not Scored |
| **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  No |
| **Living Wage**  The Scottish Living Wage Accreditation Initiative and the Living Wage Foundation recognise and celebrate the responsible leadership shown by Living Wage Employers and support employers to incorporate the real Living Wage into organisational structures long term. More information can be found at the links below:  <http://scottishlivingwage.org/> *and* <http://www.livingwage.org.uk/>  a) Tenderers are asked to confirm if they are accredited as a Scottish Living Wage Employer.  b) Tenderers are asked to confirm whether they will pay staff that are directly involved in the delivery of services under the contract the real Living Wage. | Yes, I am accredited  No  Yes  No |
| **Supported Business**  **Is the Tenderer a Supported Business** (an organisation whose main aim is to integrate disabled or disadvantaged people socially and professionally. Their workforce must be at least 30% disabled or disadvantaged, as specified in [EU Directive 2014/24/EU](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32014L0024).) | Yes  No |
| **SMEs**  **Is the Tenderer a SME?** (an organisation with less than 250 employees) | Yes  No |
| **Cyber Security**  Does the Tenderer hold a Cyber Essentials, Cyber Essentials Plus, or ISO 27001 certificate?  If yes, please specify: | Yes  No |

**Instructions to Tenderers –**

**Annex C – Commercial Criteria**

Tenderer’s must complete the Price Schedule. FSS is seeking a fixed price for this Contract.

The Total Fixed Price will be firm for the duration of the Contract. Charges which appear elsewhere in the proposal but which are not included in this Schedule will be presumed to have been waived.

The Total Fixed Price must be quoted in Pounds Sterling (£) and be exclusive of any VAT which may be chargeable. The Total Fixed Price must account for all deliverables detailed in the Specification of Requirements, and must cover liability for all costs including staff costs, attendance at meetings, equipment, travel and subsistence, overheads and any other costs associated with the delivery of the service under the Specification of Requirements. Additional costs not included within the Tenderer’s Price Schedule will not be accepted.

The Contractor shall receive partial payments on completion of agreed milestones, and a final payment after delivery of all services. Payment shall be made within 30 days of receipt and agreement of the Contractor’s invoice.

Commercial Evaluation

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

Tenderers shall enter their Fixed Price in the table below.

|  |  |
| --- | --- |
| **Total Fixed Cost For All Services** | **£** |

**Schedule 1 – Specification**

1. Overview

Food Standards Scotland (FSS) requires a Contractor to undertake a systematic literature review on the risks of chemical contamination of wild-caught and smoked fish, shellfish, crustaceans and cephalopods. This review will examine the risks of contamination of named chemicals in a set of at least 30 of the mostly commonly caught species. The Contractor will provide FSS with a report of its findings.

1. Background

FSS was established by the Food (Scotland) Act 2015 as a non-ministerial office, part of the Scottish Administration, alongside, but separate from, the Scottish Government.

As the public sector body responsible for ensuring food safety in Scotland, our role is to provide independent advice on all areas of food safety, standards, labelling and nutrition while ensuring that all advice provided is evidence-based, consumer-focussed and consistent in its message.

FSS funds research to inform its policy and operational delivery functions. The Risk Assessment Branch is responsible for commissioning and management of surveys and research into all aspects of food safety, food standards and authenticity. This includes research to support development and implementation of monitoring programs.

Fish, shellfish, crustaceans and cephalopods can accumulate environmental chemical contaminants including heavy metals (cadmium, lead, mercury, arsenic), polycyclic aromatic hydrocarbons (PAHs), dioxins and PCBs, PFAS/PFOS, microplastics and other contaminants such as histamine. There are maximum levels of some of these contaminants permitted in the edible portions of these species both in retained UK legislation and EU legislation.

1. Services Required

FSS require the Contractor to undertake a systematic literature review of scientific and grey literature on the risks of chemical contamination of wild-caught and smoked fish, shellfish, crustaceans and cephalopods. The Contractor will provide its findings in a written report to be delivered to FSS.

The review will examine the risks of contamination of named chemicals in a set of at least 30 of the mostly commonly caught species in Scotland and/or the UK. A list of species FSS would like to be included is provided at Annex A, however the finalised list will be agreed between FSS and the Contractor.

Ideally, the report will be based on fish products caught, landed and smoked in Scotland, with the wider UK being considered in addition and/or where specific data on Scottish catches is not available.

The contaminants that the review must consider include, as a minimum, heavy metals (lead, cadmium, mercury, arsenic), polycyclic aromatic hydrocarbons (PAHs) from both environmental sources and the smoking process where appropriate, dioxins and PCBs, PFAS, PFOS, microplastics and histamine. Evidence of levels of any additional contaminants, where available, should be included.

For clarity, for PAH’s smoked fish and fisheries products in Scotland should be included where possible.

The report must also identify evidence gaps for chemical contamination in fish and fishery products based on risk, prevalence and species groupings and also evidence for absence of risk including identifying potential indicator species which could represent specific groups of species and/or worst case contamination.

The results of this study will be used by FSS and potentially other partner organisations to help design future sampling and surveillance plans.

Any additional contaminants and species combinations found during the literature search may also be included if relevant to Scottish and UK consumers.

FSS is aware that changes to the legal limits to allowable contaminants in fish may change whilst the review is ongoing. The Contractor should highlight any impacts of this within their report as applicable.

The Contractor can use data and literature from any reputable sources they have access to for inclusion within the review. It is the responsibility of the Contractor to ensure they have or obtain any permissions or licences required.

The overall aim of the systematic scientific and grey literature review is to produce a report which will include the species and contaminant combinations agreed to ensure that all available data has been collated in order to inform a sampling programme. It may be appropriate to group species together based on behaviour, habitats, feeding patterns etc.

1. Deliverables and Milestones

FSS requires a first draft report to be provided by Monday 16 January 2023

The final report must be provided by Tuesday 28 February 2023.

The final report will be published to the FSS website and must meet WCAG 2.1 accessibility standard, and provided in word format (excel documents can be included as annexes where appropriate).

1. Contract Management

FSS will appoint a Contract Manager who will act as a liaison to the Contractor and who will manage the Contract. The Contractor must similarly appoint a person who will have oversight of the Contract and liaise with the Contract Manager.

During the first week of the Contract, a start-up meeting between FSS and Contractor will be held to discuss the out-puts of the Contract. It is anticipated this meeting will be held virtually using MS Teams or similar.

Thereafter monthly meetings between the FSS Contract Manager and the Contractor will be held to collaboratively manage the Contract. These are also anticipated to be held virtually.

Ahead of the monthly meetings, the Contractor will provide FSS monthly update reports (via email to the Contract Manager) outlining the progress of the project, and highlighting any potentially issues or concerns that may impact on the timely delivery of the report.

1. Knowledge and Experience

It is essential the Contractor has knowledge of chemical contaminants in fish and fisheries products and an understanding of the industry and legislative requirements in this area.

1. Contract Duration

The Contract is anticipated to begin in late September and will end on 28 February 2023, with the option to extend by a maximum of 3 months at the sole discretion of FSS.

The optional extension is intended to be used only as a contingency to mitigate any delays to delivery of the reports which are caused by unforeseeable or unavoidable circumstances beyond the control of the Contractor. (For example, if the project is delayed due to the reintroduction of restrictions introduced to manage the Covid-19 pandemic.)

1. Invoicing & Payment

No Purchase Order No Pay (No PO/No Pay)

FSS operates an electronic purchasing solution. This brings supplier organisations a number of benefits, including purchasing to preferred suppliers and faster payment processing. A Standard Vendor Set-up Request Form will require to be completed for those suppliers new to FSS.

Purchase orders (POs) will be issued following confirmation of contract, agreement or order. Any invoices submitted to FSS that do not include a PO number will be returned unpaid with a request for a valid PO number. This is in line with our policy of not paying invoices that do not include an associated PO number.

Invoices will be processed and payment made within 30 days of receipt following agreement of invoices for goods or services or work completed.

**Annex A of Schedule 1 – Specification**

**Fish Species for Consideration**

**ALL Fish including:**

Anglerfish

Baird’s Slickhead

Bandfish

Bass

Bean’s Bigscale

Blackfish

Black Scabbard Fish

Blenny

Blue Ling

Blue Runner

Boar Fish

Bream

Brill

Butterfish

Catfish

Coalfish

Cod

Comber

Common Dragonet

Common Fangtooth

Dab

Dealfish

Dogfish

Eel

Eelpout

Flatfish

Flounder

Garfish

Goby

Greater Argentine

Greater Forkbeard

Greater Pipefish

Gurnard

Haddock

Horse Mackerel

Hake

Halibut

Herring

Hound

John Dory

Ling

Lizardfish

Lumpsucker

Mackerel

Megrim

Monkfish

Mullet

Norway Pout

Pilchard

Plaice

Pogge

Pollock

Pouting

Rabbit Fish

Rockfish

Rockling

Round Nose Grenadier

Rays

Rosefish

Rudderfish

Saithe

Sandeels

Sardines

Scad

Scaldfish

Sea Scorpions

Shark

Skate

Smelt

Sole

Sprats

Spurdog

Stickleback

Sunfish

Topknot

Torsk/Tusk

Trout

Tuna

Turbot

Weever

Whiting

Witch

Wolffish

Wrasse

Wreckfish

**LBMs**

Scallops

**ALL Crustaceans including:**

Common Shore Crab

Brown Crab

Velvet Crab

Spider Crab

Common Lobster

Squat Lobster

**ALL Cephalopods including:**

Squid

Octopus

Cuttlefish

**ALL Gastropods including:**

Periwinkles

Whelks

Nephrops

Norway Lobster

**Schedule 2 – Tender Response Template**

Tenderers may use the template below to submit their response, or use their own template if they prefer provided the questions are clearly labelled and kept in the same order.

|  |  |
| --- | --- |
| **Scored Questions** | **Weighting** |
| Q1. Please explain your understanding of the requirement and how the work produced under Contract will be used by FSS. Please also explain how you anticipate the project will advance FSS’s knowledge in the area and what outcomes might be expected. | 10% |
|  | |
| Q2. Please provide an explanation of the methodology you will use for the literature review. Your response should include, but not be limited to:   * An overview of the methodology and scientific approach proposed and how this meets the requirements of FSS. * Identify any areas where collaboration with FSS will be required. | 25% |
|  | |
| Q3. Please provide a project plan with timescales to deliver all requirements including the tasks and sub-tasks required to produce the report. Your response should include all stages and milestones from the project inception through to data gathering to first and final drafts of the report.  Please include a graphical representation of the project plan and timescales in your response (e.g. a Gantt chart or flow chart). | 10% |
|  | |
| Q4. Please describe how the project will be managed to ensure that the deliverables and timescales provided in your response to question 3 will be achieved. Your response should include, but not be limited to:   * Identify any risk to achieving the timescales and deliverables and how these will be minimised or mitigated. * How you will mitigate any unexpected leave or staff changes to the project team. * How you will ensure the report is of a high quality. | 20% |
|  | |
| Q5. Q5. Please provide information on the team who will be working directly on delivery of the project. Your answer should include;   * Outline of each team member’s role in the project and their job title, with a brief explanation of their specialism and expertise. * Details of the team structure and how members will report to each other. This should include who will be responsible for each area of work and the project as whole. * Identify expertise (either individually or for the whole team) in chemical contaminants in fish and fisheries products. | 15% |
|  | |
| Q6. Please provide information of a previous literature review of a similar topic you have undertaken for a client and/or relevant published peer reviewed papers. Your response should briefly describe the requirement, how you delivered it and how any lessons learned and experience will be utilised to deliver the Contract with FSS. | 15% |
|  | |
| Q7. **Fair Work Practices**  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) | 5% |
|  | |
| Questions For Statistical Purposes Only | Not Scored |
| **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  No |
| **Living Wage**  The Scottish Living Wage Accreditation Initiative and the Living Wage Foundation recognise and celebrate the responsible leadership shown by Living Wage Employers and support employers to incorporate the real Living Wage into organisational structures long term. More information can be found at the links below:  <http://scottishlivingwage.org/> *and* <http://www.livingwage.org.uk/>  a) Tenderers are asked to confirm if they are accredited as a Scottish Living Wage Employer.  b) Tenderers are asked to confirm whether they will pay staff that are directly involved in the delivery of services under the contract the real Living Wage. | Yes, I am accredited  No  Yes  No |
| **Supported Business**  **Is the Tenderer a Supported Business** (an organisation whose main aim is to integrate disabled or disadvantaged people socially and professionally. Their workforce must be at least 30% disabled or disadvantaged, as specified in [EU Directive 2014/24/EU](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32014L0024).) | Yes  No |
| **SMEs**  **Is the Tenderer a SME?** (an organisation with less than 250 employees) | Yes  No |
| **Cyber Security**  Does the Tenderer hold a Cyber Essentials, Cyber Essentials Plus, or ISO 27001 certificate?  If yes, please specify: | Yes  No |

**Schedule 3 - Pricing Schedule**

Tenderer’s must complete the Price Schedule. FSS is seeking a Total Fixed Price for this Contract.

The Total Fixed Price will be firm for the duration of the Contract. Charges which appear elsewhere in the proposal but which are not included in this Schedule, will be presumed to have been waived.

The Total Fixed Price must be quoted in Pounds Sterling (£) and be exclusive of any VAT which may be chargeable. The Total Fixed Price must account for all deliverables detailed in the Specification of Requirements, and must cover liability for all costs including staff costs, attendance at meetings, equipment, travel and subsistence, overhead, and any other costs associated with the delivery of the service under the Specification of Requirements. Additional costs not included within the Tenderer’s Price Schedule will not be accepted.

The Contractor shall receive partial payments on completion of agreed milestones, and a final payment after delivery of all services. Payment shall be made within 30 days of receipt and agreement of the Contractor’s invoice.

Commercial Evaluation

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

Tenderers shall enter their Total Fixed Price in the tables below.

|  |  |
| --- | --- |
| **Total Fixed Price For All Services** | **£** |

**Schedule 4 - Form of Tender to Food Standards Scotland**

I/We the undersigned do hereby contract and agree on the acceptance of the Tender by Food Standards Scotland, to provide the Services in the Specification of Requirements (Schedule 1) in accordance with the Schedules, at the Firm price entered in the Pricing Schedule (Annex C of the Instructions to Tenderers) and in accordance with Food Standards Scotland’s Terms and Conditions (Schedule 5).

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

* Instructions for Tenderers, Annex A, B and C
* Schedule 1 - Specification of Requirements
* Schedule 2 - Technical Proposal
* Schedule 3 - Pricing Schedule
* Schedule 4 - Form Of Tender
* Schedule 5 - Terms and Conditions

I/We agree to abide by this tender from 12 Noon on Wednesday 31 August 2022, the date fixed for receiving tenders, until the Award of Contract.

I/We understand that Food Standards Scotland is not bound to accept the lowest or any tender and shall not be bound to use the Contractor as a sole supplier.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: | |  | |
|  |  | |  | |
| Name: | |  | | (BLOCK CAPITALS) |
|  |  | |  | |
| Designation: | |  | | |

Duly authorised to sign Tenders for and on behalf of:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Tenderer  (Organisation) | |  | | |
|  |  | | | |
| \*Nature of Organisation | |  | | |
|  |  | | | |
| Address | |  | | |
| Company or Charity Registration Number\*\* | |  | | |
| Email Address | |  | | |
|  |  | | | |
| Telephone No | |  |  |
|  |  | | | |
| 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.

\*\* As applicable

**Schedule 5 – Terms and Conditions**

Food Standards Scotland Terms and Conditions for Services

1. DEFINITIONS

In these Conditions:

“**Contract**” means the contract between the Purchaser and the Contractor consisting of the Contract Award Letter, associated Purchase Order(s), these Conditions, all documents (or parts thereof) specified in the Contract Award Letter;

“**Contractor**” means the person, firm or company to who has entered into the Contract with Food Standard Services

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

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

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

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

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

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

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

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

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

“**Purchaser**” means Food Standards Scotland;

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

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

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

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

2. CHANGE TO CONTRACT REQUIREMENTS

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

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

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

3. INSPECTION OF PREMISES AND NATURE OF SERVICES

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

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

4. SECURITY AND ACCESS TO THE PURCHASER’S PREMISES

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

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

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

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

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

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

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

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

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

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

4.11 If cyber security requirements apply to this Contract:

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

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

In this Condition 4,

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

‘**Contractor Representatives**’ means all persons engaged by the Contractor in the performance of its obligations under the Contract including:

♣ its employees and workers (including persons employed by a third party but working for and under the control of the Contractor);

♣ its agents, suppliers and carriers; and

♣ any sub-contractors of the Contractor (whether approved under Condition 21 (Assignation and sub-contracting) or otherwise)

5. CONTRACTOR’S STATUS

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

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

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

6. CONTRACTOR’S PERSONNEL

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

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

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

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

7. MANNER OF CARRYING OUT THE SERVICES

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

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

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

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

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

8. HEALTH AND SAFETY

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

9. TIME OF PERFORMANCE

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

10. PAYMENT

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

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

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

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

11. FREE-ISSUE MATERIALS

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

12. AUDIT

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

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

13. CORRUPT GIFTS OR PAYMENTS

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

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in any material including but not limited to reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs which are created or developed by the Contractor on behalf of the Purchaser for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract are hereby assigned to and shall vest in the Crown absolutely.

14. 2 Except as may expressly be provided for in the Contract, neither party acquires any interest in or license to use the other party’s Intellectual Property Rights owned or developed prior to or independently of the Contract.

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

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

15. INDEMNITY AND INSURANCE

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

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

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

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

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

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

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

16. DISCRlMlNATlON

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

17. BLACKLISTING

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

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

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

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

18.3 All information related to the Contract will be treated as commercial in confidence by the parties except that: (a) The Contractor may disclose any information as required by law or judicial order to be disclosed (b) The Purchaser may disclose any information as required by law or judicial order to be disclosed. Further, the Purchaser may disclose all information obtained by the Purchaser by virtue of the Contract to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty’s Government in Scotland or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Purchaser shall if the Purchaser sees fit disclose such information but is unable to impose any restrictions upon the information that the Purchaser provides to Members of the Scottish Parliament, (MSPs) or Members of the United Kingdom Parliament (MPs). Such disclosure shall not be treated as a breach of this Contract.

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

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

19. TERMINATION

19.1 The Contractor shall notify the Purchaser in writing immediately upon the occurrence of any of the following events: (a) where the Contractor is an individual and if a petition is presented for the Contractor’s bankruptcy or the sequestration of the Contractor’s estate or a criminal bankruptcy order is made against the Contractor, or the Contractor is apparently insolvent, or makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage the Contractor’s affairs; or (b) where the Contractor is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of the firm or any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or (c) where the Contractor is a company, if the company passes a resolution for winding-up of dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

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

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

(a) the Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) (modification of contracts during their term) of the Public Contracts (Scotland) Regulations 2015; or

(b) the Contractor has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of the Public Contracts (Scotland) Regulations 2015, including as a result of the application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure.

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

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

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

20. RECOVERY OF SUMS DUE

Wherever under this Contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under this Contract or under any other agreement or contract with the Purchaser or with any department, agency or authority of the Crown.

21. ASSIGNATION AND SUB-CONTRACTING

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

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

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

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

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

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

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

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

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

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

22. NOTICES

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, telemessage facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Purchase Order, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

23. COMPLIANCE WITH THE LAW ETC.

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

23.1 all applicable law;

23.2 any applicable requirements of regulatory bodies; and

23.3 Good Industry Practice.

24. DISPUTE RESOLUTION

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

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

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

25. HEADINGS

The headings to Conditions shall not affect their interpretation.

26. GOVERNING LAW

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

27. TUPE

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

27.2 During the period of six months preceding the expiry of the Contract or after the Purchaser has given notice to terminate the Contract or the Contractor stops trading, and within 20 working days of being so requested by the Purchaser, the Contractor shall fully and accurately disclose to the Purchaser or to any person nominated by the Purchaser information relating to employees engaged in providing the Services in relation to the Contract in particular, but not necessarily restricted to, the following:

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

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

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

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

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

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

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

28. DATA PROTECTION

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

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

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

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

28.5 The Contractor must:

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

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

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

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

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

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

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

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

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

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

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

28.9 The Contractor must notify the Purchaser if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract; or

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulatory order; and such notification must take place as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Purchaser from time to time.

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

(a) ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.

(b) notifying a Personal Data breach to the Purchaser without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;

(c) assisting the Purchaser with communication of a personal data breach to a Data Subject;

(d) supporting the Purchaser with preparation of a data protection impact assessment;

(e) supporting the Purchaser with regard to prior consultation of the Information Commissioner .

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

28.12 The Contractor must:

(a) provide such information as is necessary to enable the Purchaser to satisfy itself of the Contractor’s compliance with this Condition 28;

(b) allow the Purchaser, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this Condition 28 and contribute as is reasonable to those audits and inspections;

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

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

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

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

SUPPLEMENTARY NOTICE

LATE PAYMENT OF INVOICES

Contractors to Food Standards Scotland are requested to address complaints regarding late payment of invoices to, in the first instance, the addressee of the invoice and, in the second instance to the Senior Finance Manager, Pilgrim House, Old Ford Road, Aberdeen, AB11 5RL. Telephone 01224-285172. This procedure is suggested as the best practical way of ensuring problems of late payment are resolved, and is not intended to interfere with Contractors’ legal rights.

THIS NOTICE DOES NOT FORM PART OF THE CONDITIONS OF CONTRACT

This is the Schedule referred to in the foregoing Conditions of Contract for the Purchase of Services

SCHEDULE

PART 1

DATA PROTECTION

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

This Schedule Part 1 includes certain details of the Processing of Personal Data in connection with the supply of Goods under this Contract:

Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of Personal Data is data required to manage the Contract, for the duration of the Contract. Some Contractor personal data may also be stored within the Contract documents for up to 5 years after the Contract has ended as it is a legal requirement these are retained.

The type of Personal Data to be Processed

Names, job titles, and work contact information

The categories of Data Subject to whom Personal Data relates

FSS and Contractor personnel who are directly involved in the management of the Contract.

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.

This is the Schedule referred to in the foregoing Conditions of Contract for the Purchase of Services

PART 2

CYBER SECURITY REQUIREMENTS – NOT USED