

Quality Meat Scotland

Invitation to Tender (ITT)

Finance System

Reference number for tender:

12/03/18 QMS/DP/Finance System

12th March 2018

Contents

SECTION 1 INTRODUCTION	3
SECTION 2 PROPOSAL AIM & OBJECTIVES	4
SECTION 3 OUTPUTS & OUTCOMES	4
SECTION 4 METHODOLOGY, COST AND PRICING	6
SECTION 5 GENERAL SUPPLIER INFORMATION	9
SECTION 6 INSTRUCTIONS AND INFORMATION ON TENDER PROCESS	18
SECTION 7 CONDITIONS APPLYING TO THIS TENDER	20
SECTION 8 FORM OF AGREEMENT	24
SECTION 9 UNDERTAKINGS	30
APPENDIX 1: ACKNOWLEDGEMENT OF RECEIPT OF INVITATION TO TENDER	31

Quality Meat Scotland Integrated Customers Relationship Management system

Section 1 Introduction

1.1 Quality Meat Scotland

QMS is the public body responsible for helping the Scottish red meat sector improve its efficiency and profitability, and maximise its contribution to Scotland's economy. We market the PGI labelled Scotch Beef and Scotch Lamb brands in the UK and abroad and promote Scottish pork products under the Specially Selected Pork Banner.

The brands are owned by QMS on behalf of the whole Scottish red meat industry. They are not commercial brands. They are part of the heritage and cultural identity of the Scottish people.

Our internationally recognised assurance schemes cover more than 90% of livestock farmed for red meat in Scotland. They offer consumers in the UK and overseas the legal guarantee that the meat they buy has come from animals that have spent their whole lives being raised to some of the world's strictest welfare standards.

Scotland's beef, lamb and pork producers make an important contribution to the country's rural economy, contributing over £2.1 billion to the annual GDP of Scotland and supporting around 50,000 jobs in the farming, agricultural supply and processing sectors.

With hundreds of years of tradition behind them, Scottish farmers pride themselves on meeting the high welfare standards of today's modern meat consumers, at home and abroad.

1.2 Stakeholder engagement

Quality meat Scotland has multiple stakeholders across the Scottish red meat industry. These stakeholders can be classified in relative homogeneous groups such as levy-payers, primary producers, suppliers to primary suppliers, processors, secondary processors and manufacturers, traders and retailers, customers and consumers, politics and key opinion leaders.

QMS needs to monitor its relationship with these various stakeholders to guarantee that an appropriate corporate engagement is maintained across the board. The level and intensity of engagement will depend on the nature and characteristics of these stakeholders at a specific time.

1.3 Relationship to other QMS corporate tenders

Quality Meat Scotland is currently calling for tender for the supply of an Integrated CRM System. A common tender incorporating both systems will be seen favourable. Details of the Integrated CRM system are available on QMS corporate website.

Section 2 Proposal Aim & Objectives

This project aims to develop an integrated financial control system.

The project consists of the development of an integrated accounting and departmental budgetary control system which is envisaged to include a proprietary accounting package together with a Purchase Order (PO) system that meets the budgetary control requirements set out below. The PO system can either be integrated within the proprietary accounting package or be a bespoke package that can be linked/integrated with the proprietary package.

The accounting system would need to:

- Allow for transfer of historical Sage data
- Have full standard accounting and reporting functionality including the usual Sales/debtors, Purchases/creditors, Invoicing, VAT, Bank etc.
- Be easy to use and have flexible reporting ability including departmental reporting
- Have the ability to store electronic copies of source documents against each record to facilitate a 'paperless' office
- Have the capability to email invoices / credits / remittances and statements
- Have full departmental performance reporting
- Allow for restricted user access
- It should have the capability to allow for the importing of a large volume of bank receipt records from MS Excel

A separate/integrated Purchase Order system requires to be available to all staff and should include:

- An electronic approval system
- The ability to incorporate a 'hierarchy' of approval levels
- A system of flagging approval 'status'
- The ability to record and report on budget amount at nominal code level
- The ability to integrate with the accounting system to enable reporting of actual expenditure incurred at a PO level
- Allow for budgetary control reports to be produced by department/employee/nominal code level (budget v committed v actual expenditure)
- Allow for apportioning purchase order commitment across species

- Include a system to 'flag' PO's raised after the supplier invoice date
- The ability to 'flag' up if a PO/budget is over-spent or the supplier invoice is higher than the PO, to enable the initiator and senior manager to review and take appropriate action
- The ability to view pdf copies of supplier invoices linked to each PO

Payroll system that works alongside HMRC, RTI and Aviva auto enrolment

The supplier of such system is expected to offer training in using such software and to support QMS with any potential future technical difficulties.

Any license or copyright associated with the software and system will need to be clearly presented to QMS.

Section 3 Outputs & Outcomes

The outputs and outcomes for this proposal must include the development and provision of customised Finance and Purchase Order system to meet to QMS needs. Please list below the outputs and outcomes that your system will aim to deliver

4.2 Specifications

Give a full description of the product you would like to offer to QMS to fulfil its needs as described in this document section 2.

Indicate how you feel the package will deliver an answer to all the points listed in section 2

4.3 Services

Please describe services that your company can offer during the tender process, during the delivery of the system and after as after-sales.

Indicate the level of post-delivery services. Quality Meat Scotland will review the effectiveness of the adopted system every four years and seek update. Such update may be put for tender.

4.4 Cost and pricing

Please provide details of your cost proposal for providing the required products/services to QMS.

Prices quoted should be **fully inclusive of all costs and expenses** required to provide the services, but exclusive of VAT. Please list the costs involved with each action and detail the associated expenses associated with the action in the rows below it. Please add more rows as required. It is envisaged that the total budget will not exceed £7,500.

Section 5 General Supplier Information

This section of the Invitation to Tender details the information that you should provide about your company's background and relevant experience.

5.1 General Company Information

Company Name	
Company Address	
Phone Number	
Fax Number	
Registered Office Address	
VAT Number	
Company Registration Number	
Web Site	
Can you receive payment by BACs?	
If your organisation is a member of a group of companies, give the name and address of the holding company	
Please indicate the number of employees in your organisation and companies acting in partnership (where relevant), who are engaged in providing product or service related to that you are proposing to supply. Please separate full time employees from contractors, by specified functions.	

Please provide details of the resources you expect to use to service the Contract. Also include an organisational chart indicating responsibilities, reporting lines and whether the staff will be employed full time on this contract. Please also indicate in each case whether you expect staff to be drawn from within your organisation or be newly recruited. Other information to be included:

- Names and positions held of Key Staff.
- Curriculum vitae for each member of Key Staff.
- Plan for the training of Staff to be employed on the Contract, if applicable.

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5.4 Account controller

Please indicate below the details of the person dealing with the QMS account once the contract agreed:

NAME OF ACCOUNT MANAGER	
Full name	
Position	
Telephone	
Mobile	
E-mail	
Office address	
Name of line manager	

5.5 Technical Capability

Please provide details of similar contracts to provide products or services of this nature that your organisation has carried out for other customers. This should include information on scale, size, and duration of contract.

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5.6 References

Please provide details of references for current customers related to services that you are proposing to supply to QMS.

	Reference 1	Reference 2	Reference 3
Company Name			
Address			
Contact Name			
Position in Company			
Telephone Number			
Fax			
E-Mail Address			
Value of Contract			
Duration of Contract			
How long have you held this contract?			

Has your organisation, or any of your proposed partners, ever had a contract or employment terminated under the terms of that contract? If yes, please give details.

5.7 Quality

Please provide information on any quality accreditation, strategy or plans.

Please detail your methodology for quality assuring service provision to QMS.

Please provide information on your complaints procedure.

Please provide information on your customer feedback procedure.

5.8 Management Processes

Please detail any internal processes that would be in place within your organisation to handle the contract on a day-to-day basis, e.g. performance measurement, progress reviews and reporting, issue escalation, change control and disaster recovery.

5.8 Equal Opportunities

Does your organisation have a policy as an employer to comply with statutory obligations under the Race Relations Act 1976? Please enclose a copy of your Equal Opportunities Policy.

5.9 Health and Safety

Please enclose a copy of your Organisation’s Health & Safety Policy and / or other declaration, information or instruction issued by your Organisation as necessary, to protect the health, safety and welfare of your employees.

5.11 Financials

Please enclose copies of your organisation's audited accounts and annual reports for the last 3 years. This should include balance sheet, profit and loss account, notes to the accounts, director's/auditor's report.

If your organisation's accounts and annual reports are consolidated into those of your parent company or group, then for each of the last two years please provide for your organisation, your organisation's turnover, profit before tax and net assets.

Are there any outstanding claims or litigation against your organisation and/or holding company? If yes, please give details.

Please provide the name and address of your organisation's bankers.

5.12 Insurance

Please provide details of your organisation's insurance cover.

Please give details of your Organisation's Employers Liability Insurance.	
Insurer:	
Address of insurer/broker:	
Policy number:	
Expiry Date:	
Limit of indemnity:	
Please give details of your Organisation's public liability (third party) insurance.	
Insurer:	
Address of insurer/broker:	
Policy number:	
Expiry Date:	
Limit of indemnity:	
Please give	Details of your organisations professional indemnity insurance.
Insurer	
Address of insurer/broker	
Policy Number	
Expiry date	
Limit of indemnity	

Section 6 Instructions and information on tender process

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important, therefore, that bidders provide all the information asked for in the format and order specified. If there is any doubt as to what is required, or if bidders have difficulty in providing the information requested, they should contact the Programme Manager in accordance with the procedure for raising queries set out in 6.3 below.

6.1 Timetable and Administration Arrangements

The envisaged key milestones for the tender are shown in the table below.

Event	Date
Issue of ITT	Monday 12 th March 2018
Intention to respond by bidders	Friday 23 rd March 2018
Final date for receipt of any bidder's questions	Noon. Friday 30 th March 2018
Deadline for return of tenders	Noon. on Friday 13 th April 2018
Evaluation of tenders	Friday 20 th April 2018
Notification of bidders of decision on tender submission	Tuesday 24 th April 2018
Commencement of contract	Within 2 weeks of successful notification

6.2 Intention to submit tender

Bidders must complete the "Acknowledgement of receipt of invitation to tender" form (Appendix 1) indicating their receipt of the tender documents and intention to submit a tender or otherwise no later than Friday 23rd March 2018.

6.3 Queries

Quality Meat Scotland (QMS) will endeavour to deal with queries from bidders during the tender period. Bidders should be aware that, unless a query relates specifically to them, any questions they raise during the tender period, together with answers, will be circulated to all bidders.

6.3.1 The procedure for dealing with queries is as follows:

Bidders should send their questions via email to dphillips@qmscotland.co.uk

Correspondences should clearly quote 'Quality Meat Scotland / Finance system 12/03/18 QMS/DP/FS' and should be received no later than noon on Friday 13th April 2018.

6.4 Management summary

A short Management summary must be provided with tender submission and must include the following:

- Introduction and Company profile
- Outline of Proposal to include description of how your organisation intends to deliver the required service/product, as well as your approach to quality and service management
- Summary of costs for the proposed service
- Company track record in providing similar services

6.5 Return of response

Bidders must provide an email copy of their tender in Microsoft Word Format to tender@qmscotland.co.uk to the address below, by noon on Friday 13th April 2018. 2 Hard copies should then be sent to the address below :-

Debbie Phillips – Finance Manager
Quality Meat Scotland Ltd
The Rural Centre
West Mains
Ingliston
EH28 8NZ

Please ensure that all responses to questions are in full and are directly below the corresponding question in the document.

Each section within the Invitation to tender has been numbered for ease of reference. Your response to each point must appear under the appropriate heading. Failure to follow this approach will be taken into account in the assessment of your response.

All questions must be answered fully. However, we do encourage suppliers to expand the scope of their responses if there is benefit to be gained by QMS from this alternative view based on other potential solutions or previous experience.

Section 7 Conditions applying to this tender

7.1 Contract period

The contract will operate from the commencement date until 5.00 p.m. on Friday 11th May 2018 unless terminated or extended by QMS in accordance with its terms.

7.2 Incomplete tender

A tender may be rejected if all the information requested is not provided at the time of tendering.

7.3 Receipt of tenders

Tenders are to be returned by Noon. on Friday 13th April 2018

Please ensure that your tender is delivered no later than the appointed time. QMS does not undertake to consider tenders received after that time.

7.4 Acceptance of tenders

This Invitation to tender expresses the current intentions of QMS with regard to this contract. It does not constitute an offer capable of acceptance. Its purpose is to obtain proposals from selected potential suppliers.

QMS reserves the right to:-

- Source any item or service within this tender from another source
- Amend its requirements as stated in this Invitation to tender
- Not to award any contract arising from this Invitation to tender
- Not to consider any tenders not submitted in the required format.

By issuing this invitation, QMS is not bound in any way and does not have to accept the lowest, or any tender and reserves the right to accept the whole or any specified part (Note: the contracting party needs to decide whether a part tender is acceptable) of the tender unless the bidder expressly stipulates otherwise.

Nonetheless, in order to obtain best value for money, QMS reserves the right to clarify with selected, or all, bidders any terms and conditions of their offers, before the contract is made.

7.5 Period for which tenders shall remain valid

Unless otherwise stated by the bidder, tenders shall remain valid for 180 days from the closing date for receipt of tenders.

7.6 Amendments to the tender documents by QMS

QMS reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Where amendments are significant, QMS may at its discretion extend the deadline for receipt of tenders.

7.7 Inducements

Offering an inducement of any kind in relation to obtaining this or any other contract with QMS will disqualify the relevant tender from being considered.

7.8 Costs and expenses

Bidders will not be entitled to claim from QMS any costs or expenses which they may incur in preparing their tenders, whether or not their tender is successful.

7.9 Debriefing

Following the award of Contract, debriefing will be offered to Bidders.

7.10 Transfer of Undertakings (Protection of Employment) regulations 1981

It is QMS's view that Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) is unlikely to apply to any contract awarded as a result of this tender process. Nevertheless, it is each bidder's responsibility to consider whether or not TUPE applies in the individual circumstances of its bid, particularly if it is proposing to submit an innovative or variant bid.

If a bidder believes that TUPE will apply as a result of this process, it is requested that QMS is advised, giving the reasons, prior to the tender return date.

7.11 Evaluation criteria

The tender process will be conducted to ensure that tenders are evaluated fairly to ascertain the most economically advantageous tender. The evaluation will be based on the contents of the written document submitted to QMS. You may be contacted during this stage to clarify the content and meaning of details within your response.

Responses to QMS's requirements will be evaluated under the following criteria in descending order of priority:

- Experience of undertaking similar design and consultancy services
- Understanding of the task, objectives and outputs.
- Experience, capability and skills of the consultants proposed for the design work
- Capacity to undertake the work and robustness of plans to deliver the project within the contract timescale
- Appropriateness of approach proposed.
- Value for money

After the initial scoring process, QMS may produce a short list of the highest-scoring tenders and may invite a presentation from each short-listed organisation and visit the premises of each one. QMS may wish to visit a representative site(s) where a similar service is already being provided, or take up references.

7.12 Variant bids

Subject to the submission of a compliant tender, bidders may also submit an alternative price and method for provision of the services or goods which QMS, at its sole discretion, may or may not pursue.

7.13 Confidentiality

The contents of this Invitation to tender are confidential and should be treated as such by recipients. Information contained within the Invitation to tender should only be disclosed to those employees, agents or sub-contractors who are directly involved in responding to this document.

QMS will not disclose to any third party information that is supplied in tenders that is marked as confidential. All other information supplied by bidders to QMS will similarly be treated in confidence except that references may be sought from banks, existing or past clients, or other referees submitted by the Bidders.

7.14 Conflict of interest

Bidders are required to confirm that they are not aware of any conflict of interest or any circumstances that could give rise to a conflict of interest in the performance of the proposed Contract.

7.15 Consortia

Bids from multi-disciplinary organisations and specially formed consortia are encouraged, but all organisations in specially formed consortia must be identified in the response to the ITT. Each group or consortium will be required to nominate a lead partner with whom QMS can contract or form themselves into a single legal entity before contract award. In the case of group bidders or consortia each service provider will be required to become jointly and severally responsible for the contract before acceptance.

If the tenderer is a group bidder or consortium, each member of the consortium must be identified separately as part of the response to this ITT.

If the tenderer is a member of a group of companies they should provide information only about themselves and not the Group as a whole (except where Group information is specifically requested by the question).

Section 8 Form of Agreement

THIS CONTRACT IS MADE on

BETWEEN:

PARTIES

1. Quality Meat Scotland (QMS), whose registered office is situated at The Rural Centre, West Mains, Ingleston, EH28 8NZ ("the Company"); and
2. [] ("the Contractor").

RECITALS

The Contractor has agreed to provide services to QMS in relation to the programme **to** on the terms and conditions set out in this contract and for the purpose and objectives set out in Schedule 1.

The Company's reference for this Contract is [].

1. DEFINITIONS

- 1.1 In this Contract the following words shall have the following meaning:-

"**QMS**" means Quality Meat Scotland whose role is to promote training and development in the further education sector;

"**the Company's Contract Manager**" means [], or their replacement in accordance with Clause 5.1;

"**the Contractors Contract Manager**" means [], or their replacement in accordance with Clause 5.2;

"**the Company's Project Manager**" means [], or their replacement in accordance with Clause 5.1;

"**the Contractors Project Manager**" means David Hart, or their replacement in accordance with Clause 5.2;

"**the Services**" means the services to be performed by the Contractor as described in Schedule 1;

"**the Act**" means the Copyright Designs and Patents Act 1988;

"**Copyright**" means any and all Copyright, design rights (as defined by the Act) and all other intellectual property and other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or part thereof);

"**taxes**" includes income tax, sales taxes and or Value Added Taxes of any applicable jurisdiction.

"**Work**" means any and all works including but not limited to literary, dramatic, musical and artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as defined by the Act) which are created from time to time during the course of the Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it.

- 1.2 References to "Contract" mean this Contract and the schedules hereto. References to clauses and schedules mean clauses of and schedules to this Contract. The provisions of the schedules shall be binding on the parties as if set out in full in this Contract.

1.3 References in this Contract to statutory provisions include subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

1.4 References to the singular include the plural and vice versa and references to any gender include all genders. References to a person include any individual, firm, unincorporated association or body corporate.

2. COMMENCEMENT AND CONTINUATION

2.1 This Contract will start within 2 weeks of successful notification. The Contractor shall complete by the date stated in the tender.

3. CONTRACTOR'S OBLIGATIONS

3.1 The Contractor will provide the Services promptly with reasonable skill and care and to the best of his ability so as to meet the objectives and outcomes set out in the Schedules and otherwise in accordance with the provisions of this Contract.

3.2 The Contractor will comply with the various provisions (including accounting and information provisions) of Schedule 2.

3.3 The Contractor will provide all necessary plant, machinery, hardware, software and assets of whatever description necessary for it to duly perform its obligations pursuant to this Contract.

4. COMPANY'S OBLIGATIONS

4.1 The Company will comply with the payment provisions of Schedule 2 provided that the Company has received complete and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor.

4.2 The Company shall not make use of the services of any of the Contractor's Staff provided or introduced by the Contractor during the previous 12 months (other than pursuant to this Agreement or through an appointment as an employee following an open and publicised recruitment process).

5. MANAGEMENT

5.1 The Company shall be entitled to specify a replacement or, replacements, for its Contract Manager and or Project Manager, which it shall promptly notify to the Contractor in writing.

5.2 The Contractor shall be entitled to specify a replacement or, replacements, for its Contract Manager and or Project Manager, which it shall promptly notify to the Company in writing.

5.3 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the performance of the Services.

5.4 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recital to this Contract.

5.5 The Contractor will procure that its employees, agents and any permitted sub-contractors will, when entering on to the Company's premises, comply with all security and health and safety measures imposed by the Company from time to time including, where relevant the use of photo passes or other passes. The Contractor shall ensure that any pass is returned to the Company when it is no longer required.

6. WARRANTY

6.1 The Contractor warrants to the Company that the obligations of the Contractor under this Contract will be performed with due care and diligence and to such high standards of quality as it is reasonable for the Company to expect in all circumstances from a specialist skilled provider of services such as the Contractor.

6.2 Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Company shall be entitled to require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Company.

6.3 The Company shall inform the Contractor in writing if the outputs have not been achieved in accordance with the relevant sections in Schedule 1 or the Company requires the Contractor to improve the quality of the work done. The Contractor must respond in writing within 10 days.

6.4 In the event of a dispute between the parties arising from 6.2 or any other clauses, the parties shall use their best endeavours to resolve the dispute within 14 days of the dispute arising. If the dispute remains unresolved, the parties will attempt to settle it by mediation in accordance with the Centre for Mediation Resolution Model Procedure.

7. TERMINATION

7.1 This Contract may be terminated by either party by giving the other party at least 120 days' notice in writing.

7.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

7.3 In the event of a material breach of this Contract by either party, not reasonably capable of remedy, the other party may terminate this Contract with immediate effect by notice in writing.

7.4 This Contract may be terminated by the Company with immediate effect by notice in writing if at any time:-

7.4.1 the Contractor becomes insolvent or enters into receivership whether voluntarily or as the result of a Court Order; or

7.4.2 the Contractor files for bankruptcy or protection from its creditors, in accordance with any law applicable in any applicable territory or jurisdiction.

8. STATUS OF CONTRACTOR

8.1 The Contractor will at all times during the term of this Contract be an independent contractor.

8.2 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Company.

8.3 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Company.

9. INSURANCE

- 9.1 As an independent contractor it is a condition of this agreement that the Contractor will be responsible for ensuring that it is covered during the term of the agreement by suitable professional indemnity insurance.
- 9.2 The Contractor will, on demand, produce to the Company a current professional indemnity insurance certificate for examination and copying.

10. COMPLIANCE WITH LEGISLATION

- 10.1 In carrying out this Contract the Contractor shall comply in all respects with all relevant legislation and in particular:-
 - 10.1.1 the Contractor shall not commit an act of discrimination rendered unlawful by the Sex Discrimination Act 1975 or the Race Relations Act 1976; and
 - 10.1.2 the Contractor shall when on the Company's premises comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work.
- 10.2 The Contractor shall not offer to give, or agree to give, to any member, employee or representative of the Company 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 Company or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

11. COPYRIGHT

- 11.1 The Contractor agrees that the Company shall be legally and beneficially entitled to copyright and all other intellectual property rights whatsoever in any Work produced for the Company and accordingly in consideration of the payment of £1 the Contractor hereby assigns by way of future assignment and any other rights it may have in relation to any work to the Company any and all residual title to which it may have in any copyright or other intellectual property rights
- 11.2 The Contractor undertakes that it shall, from time to time, take all such steps and execute all such documents as the Company may reasonably require to fully vest in the Company any and all residual title, whether legal or beneficial, to the Copyright and any other rights it may have in relation to any work.
- 11.3 The Contractor hereby waives any rights it may have in relation to any Work and warrants that no third party has any rights of any kind in relation to any Work.

12. CONFIDENTIALITY

- 12.1 Unless the Company notifies the Contractor otherwise, all documents and information provided by the Company to the Contractor during or in connection with the performance of this Contract shall be treated as confidential. Such documents and information shall not be used by the Contractor except for the purposes for which they were made available and such documents and information shall not be disclosed by the Contractor to any other person without the prior written consent of the Company. The above restriction shall not apply to information which:-

- 12.1.1 is already in the public domain otherwise than due to a breach of the Contractor's obligations; or
- 12.1.2 is disclosed to the Contractor without any obligation of confidence by a third party who has not derived it directly or indirectly from the Company; or
- 12.1.3 is trivial or cannot reasonably be considered to be confidential.

12.2 The Contractor undertakes to make no reference in any advertising or other promotional material to this Contract or the Company without the prior written consent of the Company.

13. RECOVERY OF SUMS DUE

13.1 Whenever any sum of money shall be recoverable from or payable by the Contractor to the Company, the Company may deduct the same from any sum then due to the Contractor or which at any time thereafter may become due to the Contractor either under this Contract or under any other contract with the Company.

14. INDEMNITY

14.1 The Company agrees to make payments under this Contract on the basis that the Contractor is either a registered company, partnership or self-employed and the Company are therefore not liable to payment of any income tax or national insurance contributions or any other taxes arising out of payment under this Contract. In any event the Contractor agrees to indemnify the Company against any and all liability to pay any taxation, national insurance contributions or similar liabilities or contributions and any costs, claims or expenses relating thereto including (without prejudice to generality) interest and penalties.

15. AMENDMENT OR VARIATION

15.1 No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.

16. WAIVER

16.1 No delay by or omission of the Company in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

17. NOTICES

17.1 Any notices to be given under this Contract shall be in writing and delivered personally or sent by first class post or by facsimile transmission to the Contract Manager (in the case of a notice given by the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

18. LEGALITY

- 18.1 If any term of provision of the Contract or the Schedules shall be held to be illegal or unenforceable in whole or in part such term or provision or part shall to that extent be deemed not to form part of this Contract but the validity of the remainder of this Contract shall not be affected.

19. LAW AND JURISDICTION

- 19.1 The applicable law of this Contract shall be Scottish law and this Contract will be governed by and constructed in accordance with Scottish Law. Unless the parties hereto otherwise agree in writing, the Scottish Courts shall have exclusive jurisdiction and each of the parties hereto submit to such jurisdiction accordingly.

Section 9 Undertakings

When you have completed the document, please ensure that:

- You have fully answered all appropriate questions.
- You have enclosed all documents requested.
- You have read and signed the section below.

This undertaking is to be signed by a senior person on behalf of the organisation making this application.

My/our organisation in completing this tender has considered the Specification of requirements and I/we certify that my/our organisation is interested in performing the services set out in it.

I/we certify that the information supplied is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the tender. I understand and accept that the provision of false or inadequate information could result in the rejection of this application.

I/we declare that I am/ we are not aware of any conflict of interest or any circumstances that could give rise to a conflict of interest in the performance of the proposed Contract.

This Tender shall remain open for acceptance by QMS for a period of 90 days after the due date for return of tenders specified in your Invitation to Tender.

Signed: [] Name: []

Date: []

In the capacity of: []

Duly authorised to sign Tenders on behalf of:

Name of Company: []

Appendix 1: ACKNOWLEDGEMENT OF RECEIPT OF INVITATION TO TENDER

ITT Reference: 12/03/18 QMS/LV/CRM

ITT Title: QMS Integrated Customers Relationship Management system

Please complete the following immediately on receipt of the ITT and return it to:

Laurent Vernet – Director of Strategic Engagement
Quality Meat Scotland
The Rural Centre, Ingliston
West Mains, EH28 8NZ

<p>Company Name and Address</p> <p>Telephone Number:</p> <p>Email Address (to which responses to queries can be sent):</p>

Date of Receipt of Invitation to Tender

Please tick one of the following boxes to indicate your intention.

We intend to respond to the ITT

We do not intend to respond

Signature

Name

Position in Organisation

Date