

This is a published notice on the Find a Tender service: <https://www.find-tender.service.gov.uk/Notice/005280-2022>

Not applicable

Pensions Administration Software

Scottish Public Pensions Agency

F14: Notice for changes or additional information

Notice identifier: 2022/S 000-005280

Procurement identifier (OCID): ocds-h6vhtk-030a0c

Published 25 February 2022, 12:04pm

Section I: Contracting authority/entity

I.1) Name and addresses

Scottish Public Pensions Agency

7 Tweedside Park, Tweedbank

Galashiels

TD1 3TE

Contact

Tom Wilson

Email

tom.wilson3@gov.scot

Telephone

+44 7737844637

Country

United Kingdom

NUTS code

UKM91 - Scottish Borders

Internet address(es)

Main address

<http://www.sppa.gov.uk/>

Buyer's address

https://www.publiccontractsscotland.gov.uk/search/Search_AuthProfile.aspx?ID=AA00385

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

Pensions Administration Software

Reference number

SPPA/08-27/06-22

II.1.2) Main CPV code

- 66520000 - Pension services

II.1.3) Type of contract

Services

II.1.4) Short description

The Scottish Public Pensions Agency (SPPA) administers pensions on behalf of the Scottish Government for the employees of the National Health Service in Scotland, for Teachers, the Police and for Firefighters. SPPA directly supports over 600,000 pension scheme members.

The provision of Pensions and Payroll services is required together with associated support and maintenance beyond March 2026 and associated services if required. SPPA requirements are for cloud based platforms under a Software as a Service agreement with an initial contract term of five years with an option of a further two plus two year extensions.

Section VI. Complementary information

VI.6) Original notice reference

Notice number: [2022/S 000-000884](#)

Section VII. Changes

VII.1) Information to be changed or added

VII.2) Other additional information

Further Guidance

The new Tender Submission Date is 11 April 2022 12:00. A week's extension has been put in place.

Commercial Confidentiality

Public Contracts Scotland Tender Questions

Tenderers should be aware of the guidance on Questions published on Public Contracts Scotland (PCS) in relation to the tender :

“you should avoid including any commercially sensitive or specific information regarding your organisation in your question”

PCS will not allow the buyer to amend, redact or anonymise the information contained within the Question submitted by the Tenderer. Through the procurement principles of fairness and openness all Questions and Answers are shared with all of the tenderers.

There is an option within PCS to discard the question and return to the supplier to remove the confidential information. However due to the volume of questions submitted we cannot provide a guarantee for this work around.

The Supplier Journey website provided by the Scottish Government provides guidance on tendering for suppliers :

Tenders | Supplier Journey

Post Tender Submission Commercial Confidentiality

We refer tenderers to the Invitation to Tender, page 36, 3.22 : Confidentiality and Freedom of Information Scotland Act (FOISA)

“If you consider that if any of the information is commercially confidential please provide details, explaining in (broad terms) what harm might result from disclosure and or / publication.”

Data Breach Liability

SPPA are aware this is an evolving matter. In terms of the contract the liability for breach of data protection law is not an open ended liability for the Service Provider. Instead, the Service Provider's liability is limited to the costs, claims, damages or expenses (including administrative fines) incurred by SPPA or for which it may be liable as a result of the Default of the Service Provider. There is, for example, the potential for the Purchaser to incur fines for breaches of data protection law and liability to pay compensation to data subjects. The Purchaser may also incur other costs in handling the fall-out from the breach such as recovering data. If a specific monetary cap was included, SPPA would be responsible for any loss incurred in excess of the cap. As the liability will have been incurred as a result of the Service Provider's Default, SPPA should not be expected to bear this risk. The Service Provider is instead best placed to manage this risk.