



dated 19 January 2026

Aster Housing

Procurement Specific Questionnaire

For Technology Enabled Care (TEC) Services covering Hard-Wired and Digital Alarm Unit (DAU) Maintenance of Call Monitoring Systems (Lot 1) and Monitoring & Alarm Receiving Centre (ARC) Services (Lot 2) across Aster Group's housing stock.

These services will form an end-to-end TEC operating model that ensures residents receive a safe, reliable and digitally resilient service. Aster is seeking partners who can support this transformation, safeguard service continuity through the digital migration period and deliver a high-quality resident experience.

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Procurement Specific Questionnaire response due in no later than 12:00:00 hours on 02 March 2026.

1 Introduction

- 1.1 Aster Housing invites expressions of interest from suitably qualified and experienced suppliers in relation to entering into an agreement (the **Contract**) to provide Technology Enabled Care (TEC) Services covering Hard-Wired and Digital Alarm Unit (DAU) Maintenance of Call Monitoring Systems (Lot 1) and Monitoring & Alarm Receiving Centre (ARC) Services (Lot 2).
- 1.2 This is a competitive flexible procedure conducted in accordance with the Procurement Act 2023 (the **Act**) as further detailed in this Procurement Specific Questionnaire [and in the Invitation to Tender Pack (**ITT**) which is included for information only at this stage of the procurement].
- 1.3 Responses (**PSQ Responses**) to this selection questionnaire (**PSQ**) will be used in the first step of selecting suitably qualified and experienced suppliers (**Participants**) to be invited to tender. **It is intended that Aster will shortlist a maximum of 6 Participants per Lot to be invited to submit tenders in line with section 20(4)(a) of the Act**
- 1.4 Participants should familiarise themselves with the contents of the PSQ, including the instructions to Participants set out in Annex 3, and must ensure that PSQ Responses are submitted in accordance with the conditions of this PSQ.
- 1.5 Bidders may only bid for one lot.

2 Introduction to Aster Housing

- 2.1 Aster Group is a not-for-dividend housing association that owns and manages over 36,000 homes across the South of England. Our mission is to provide safe, modern, and affordable housing while delivering services that promote wellbeing and long-term sustainability for our customers. Aster operates across multiple regions with a focus on property safety, customer service, and regulatory compliance. We reinvest all profits into maintaining and developing our housing stock and services, with a strong emphasis on social value, environmental responsibility, and community impact.

3 Details of the Programme

- 3.1 This procurement covers covering Hard-Wired and Digital Alarm Unit (DAU) Maintenance of Call Monitoring Systems (Lot 1) and Monitoring & Alarm Receiving Centre (ARC) Services (Lot 2) across Aster Group's housing stock.
- 3.2 Lot 1 covers the maintenance, servicing, repair and future upgrade of Aster's Hard-Wired alarm systems, DAUs, smoke detection and fire panels within dwellings. The Contractor will support Aster in ensuring equipment reliability, minimising downtime, maintaining accurate asset data and enabling a smooth transition from analogue to digital-ready systems. These services play a critical role in ensuring that residents can raise alerts safely and consistently.
- 3.3 Lot 2 covers Monitoring and Alarm Receiving Centre (ARC) Services. The ARC is responsible for receiving alarm activations, responding to calls, triggering appropriate actions and supporting residents in emergency and welfare situations. The ARC provider will also be responsible for onboarding new TEC users, including configuring monitoring profiles, ensuring alarms route correctly and maintaining up-to-date service user information. In addition, the ARC provider will be required to deliver a suite of performance and operational reports that enable Aster to review service outcomes, monitor compliance, identify trends and assure resident safety. Tenderers must therefore clearly outline the reports they propose to provide as part of their response. The ARC must provide key industry updates from the TSA

Together, the Lot 1 and Lot 2 services form an end-to-end TEC operating model that ensures residents receive a safe, reliable and digitally resilient service. Aster is seeking partners who can support this transformation, safeguard service continuity through the digital migration period and deliver a high-quality resident experience.

4 Estimated Contract Value is shown below:

Lot 1 – Hard-Wired Maintenance and DAU's

The estimated contract value for the initial four-year term (Years 1–4) is £865,040.

The estimated contract value for the optional four-year extension period (Years 5–8) is £935,540.

The total estimated contract value for the full potential eight-year term is £1,800,580.

Lot 2 – Monitoring Services

The estimated contract value for the initial four-year term (Years 1–4) is £395,062.

The estimated contract value for the optional four-year extension period (Years 5–8) is £790,125.

The total estimated contract value for the full potential eight-year term is £1,185,187.

4.1 The Contract will be for Four (4) years with two (2) optional extension periods of twenty-four (24) months each (4+2+2)

5 **The Client's Objectives for the Programme**

5.1 The Client's aims and objectives are to:

5.1.1 Aster is undertaking a competitive procurement process to appoint suitably qualified and experienced providers to deliver Technology Enabled Care (TEC) services across the two Lots.

5.1.2 Deliver a consistent, customer-focused service across all sites.

5.1.3 Establish performance-driven contracts with measurable KPIs and clear escalation procedures.

5.1.4 Ensure value for money through competitive pricing, cost transparency, and strategic lotting.

5.1.5 Facilitate the upgrade and replacement of ageing systems to meet modern standards.

Support Aster's ESG commitments by engaging suppliers with strong sustainability and social value credentials.

5.2 The Client reserves the right, at its sole discretion, to update, modify or replace its policies [referred to above] after the date of this Invitation to Tender by notification to the Bidders in writing.

6 **Key Deadlines**

6.1 PSQ Responses must be submitted as set out in this PSQ and returned to the Client via the Portal as set out in Paragraph 9 of this PSQ and is to be received no later than **12:00:00 hours on 02/03/26 (the PSQ Response Deadline)**.

6.2 The closing date for clarifications to be submitted by Bidders is **12:00:00 hours on 21/01/26 (the PSQ Clarification Deadline)**. The Client reserves the right not to consider or respond to any requests for clarification received after the PSQ Clarification Deadline.

7 Indicative Procurement Timetable

7.1 Bidders should note the key dates in the following timetable N/B subject to change.

Activity	Deadline / Indicative Timescale
Dispatch of the FTS Notice	19 January 2026
Clarification Deadline (PSQ)	23 February 2026
PPN and PSQ Submission Deadline	2 March 2026
ITT Submission Deadline	ITT Submission Deadline ESTIMATED AS 12:00 Noon on 21 April 2026 (MAY CHANGE)
ITT Evaluation	22 April 2026 - 9 May 2026
Clarification Meetings (if required, at Aster's discretion)	28 April 2026 - 5 May 2026
Award Recommendation (Internal Process)	12 May 2026
Standstill Period	13 May 2026 - 24 May 2026
Section 20 Stage 2 Period	24 May 2026 - 23 June 2026 (30 days)
Notification of Award (subject to successful completion of S20)	24 June 2026
Contract Start Date	1 September 2026

7.2 This timetable is subject to amendment by the Client at its sole discretion.

8 Key Performance Indicators

8.1 In accordance with section 52 of the Act, wherever the Client enters into a public contract with an estimated value of more than £5 million, the Client must set and publish at least three key performance indicators in respect of the Contract.

8.2 Details of the Key Performance Indicators which the Client intends to publish, monitor and report on in relation to the Contract will be set out in the ITT.

8.3 The Client reserves the right, at its sole discretion, to modify the Key Performance Indicators to be published ahead of contract award and will notify Bidders of any such changes in writing.

9 Duration, options, extensions and potential modifications

9.1 The Term of the Contract is set out in paragraph 4 of this PSQ.

10 Form of Contract

10.1 The Client will enter into the Contract with the successful Contractor(s) which shall be based on **JCT 2016 Measured Term Contract (MTC)**, amended by Aster Group's standard terms and conditions to reflect specific operational, legal, and commercial requirements. This form

ensures clear risk allocation, standardised obligations, and consistency across the contract term.

11 **Portal**

11.1 All tender documents will be made available via the In-Tendportal: www.in-tendorganiser.co.uk (the **Portal**).

11.2 Participants are instructed to use the **PSQ Response Excel Spreadsheet** for their responses and not to include in their PSQ Response anything other than the requested documents. Generic and/or unrequested marketing material will be discarded and will not be read.

11.3 The documents you submit as part of your PSQ Response will need to be done so via the Portal. Participants are advised to complete their PSQ Responses in advance of the PSQ Response Deadline to allow time to request guidance where it is required. It is the responsibility of Participants to ensure they are familiar with the Portal and allow sufficient time for finalising their PSQ Responses.

11.4 The Client is not responsible for inaccurate or incomplete contact information input into the Portal by Participants. It is the responsibility of a Participant to ensure that the contact information they have entered for their organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this procurement may not be received by a Participant should the contact information be inaccurate. If at any stage a Participant needs to update the contact information held for their organisation this can be achieved by submitting it via the Portal. The Client is under no obligation to respond/follow up on 'out of the office' responses received from a Participant and so Participants will need to make appropriate arrangements to deal with absences.

11.5 For any technical advice or assistance relating to the Portal if for any reason the Portal is not available, please contact support@in-tend.co.uk. This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this procurement should be submitted via the Portal.

11.6 All documents, attachments and PSQ Response must be submitted electronically via the Portal. Once the PSQ Responses have been submitted a pop-up box will appear notifying the Participant. **The Participant is not permitted to return by email any part of the PSQ Response. Any attempt to email any part of the PSQ Response may result in the PSQ Response being rejected and the Participant not considered further.**

12 **Communications Protocol – general communications**

12.1 Any questions about this procurement should be submitted in writing via the Portal. The Client will endeavour to answer all queries about the procurement provided that such queries are received ahead of the PSQ Clarification Deadline set out in this PSQ. Participants must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Participant submitting the question. If the Client does not agree that the question is confidential and applicable only to the Participant, the Participant will be given the right to withdraw the question without it being answered. Where a Participant does not confirm that the question is withdrawn, the Client will provide a response to all Participants in a suitably anonymous form.

12.2 Any communication or attempt to contact any member of the Client's staff, executive team or board members may result in the Participant being disqualified from the procurement process and not considered further.

Annex 1

Conditions of Participation Questionnaire and evaluation guidance

Section 1.1: Core Supplier Information			
Question Number	Question	Evaluation Guidance	Completed by
1.1(a)	Are you registered on the central digital platform?	<p>Pass/Fail</p> <p>1.1 - Answering "no" to any of the questions in 1.1 or failing to provide your organisation's unique identifier will result in your organisation being awarded a "fail".</p> <p>Supplier exclusion grounds information</p> <p>Where a Participant has identified in its supplier exclusion grounds information that the Participant or any connected person is scope of any of the exclusion grounds identified at paragraphs 22 to 5 it will be considered an Excluded Supplier and the Participant will be awarded a "fail", subject to the provisions below regarding self-cleaning.</p> <p>Where a Participant has identified in its supplier exclusion grounds information that the Participant or any connected person is in scope of any of the exclusion grounds identified at paragraphs 6 to 30 it will be considered an Excludable Supplier and the</p>	<p>All Participants on an individual basis.</p> <p>This will include all members of a group including Associated Persons.</p> <p>Associated Persons include any sub-contractors and members of a consortium who will be relied upon by the Participant in order to satisfy the conditions of participation under this procurement.</p> <p>An Associated Person may be excluded or excludable by virtue of an exclusion ground applying to that person or by virtue of a person connected to that Associated Person being excluded (such as a director). The Participant must therefore consider whether any exclusion ground applies to any Associated Person and ensure that any Associated Person uploads relevant information via the [Central Digital Platform].</p> <p>If any Associated Person(s) is not known at the time of bidding, the Participant should make this clear in its submission.</p> <p>Further details on Associated Persons can be found at Annex 3, paragraph 20.</p>
1.1(b)	Please confirm your organisation's unique identifier		
1.1(c)	Have you submitted your up-to-date core supplier information to the central digital platform?		
1.1(d)	Have you given your up-to-date core supplier information to the Client by means of [a facility provided on the central digital platform for the purpose of sharing core supplier information] ¹ ?		

¹ DN: this is a reference to the requirement under 6(8)(b) of the Procurement Regulations 2024 for information to be provided under such a facility – when the CDP is available this reference may need to be updated

		<p>Participant may be awarded a "fail", subject to the provisions below regarding self-cleaning.</p> <p>Where a Participant receives a "Fail" in respect of its supplier exclusion grounds information, it will be excluded from the procurement and its PSQ Response will not be considered further.</p> <p>Self-cleaning</p> <p>In accordance with section 58(1) of the Procurement Act 2023, in considering whether a Participant is an Excluded Supplier or an Excludable Supplier, the Client may have regard to the following matters:</p> <ul style="list-style-type: none"> a) evidence that the Participant, associated person or connected person has taken the circumstances seriously, for example by paying compensation; b) steps that the Participant, associated person or connected person has taken to prevent the circumstances continuing or occurring again, for example by changing staff or management, or putting procedures and training in place; c) commitments that such steps will be taken, or to provide information or access to allow verification or monitoring of such steps; d) the time that has elapsed since the circumstances last occurred; 	
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		<p>e) any other evidence, explanation or factor that the Client considers appropriate.</p> <p>Before determining whether a Participant is an Excluded Supplier or an Excludable Supplier, the Client will give the Participant reasonable opportunity to:</p> <ul style="list-style-type: none"> a) make representations; and b) provide evidence as to whether exclusion grounds apply and whether the circumstances giving rise to any application are likely to occur again (including information of a kind referred to above). <p>Debarment list</p> <p>Where a Participant's name has been entered on the debarment list in accordance with section 62(3) of the Procurement Act 2023 and the entry notes that the exclusion ground which applies is a mandatory exclusion ground, the Participant will be awarded a "fail".</p> <p>Where a Participant's name has been entered on the debarment list in accordance with section 62(3) of the Procurement Act 2023 and the entry notes that the exclusion ground which applies is a discretionary exclusion ground, the Participant may be awarded a "fail" at the sole discretion of the Client.</p>	
Section 1.2: Bidding model			

Question Number	Question	Evaluation Guidance	Completed by	
1.2(a)(i)	<p>Are you bidding as the lead contact for a group of suppliers?</p> <p>If yes, please provide details listed in questions 1.2(a)(ii), 1.2(a)(iii), 1.2(b)(i), 1.2(b)(ii) and 1.3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at 1.2(a)(ii) for reference purposes and complete 1.3.</p>	Information only – not evaluated	<p>All Participants on an individual basis.</p> <p>This will include all members of a group including Associated Persons. For groups, the entity which is intended to enter into the Contract (if successful) must be set out at 1.2(a) – (iii), where this is different from the Lead Participant.</p>	
1.2(a)(ii)	Name of group of suppliers (if applicable)			
1.2(a)(iii)	Proposed legal structure if the group of suppliers intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.			
1.2(b)(i)	Are you or, if applicable, the group of suppliers proposing to use sub-contractors?			
1.2(b)(ii)	<p>If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor including information about each sub-contractor that is equivalent to the supplier core information under regulation 9 of the Procurement Regulations, as well as confirmation of:</p> <ul style="list-style-type: none"> (a) the role of the sub-contractor; (b) the approximate percentage of contractual obligations that will be assigned to each sub-contractor; and (c) whether the sub-contractor is being relied upon to meet any conditions of participation set out in this SQ. 			
1.2(c)	Where applicable, please tell us which lot(s) you wish to bid for?			
1.2(d)	Are you relying on any Associated Persons to satisfy the conditions of participation?	These are any sub-contractors or	The Participant or Lead Participant on behalf of itself and/or the members of	

		consortium members but this does not include a guarantor.	the group / relevant Associated Person (as applicable)
1.2(e)	For each Associated Person, please confirm the condition(s) of participation you are relying on them to satisfy.	For information only	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
1.2(f)	Are any of your Associated Persons on the debarment list?	<p>Pass/Fail</p> <p>Where an Associated Person is on the debarment list, the Client reserves the right to exclude the Participant from the procurement in accordance with section 28 of the Procurement Act 2023, subject to the Client first having given the Participant an opportunity to find an alternative supplier with which to sub-contract in accordance with section 28(5) of the Procurement Act 2023.</p>	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)

1.2(g)	Do you anticipate relying on any additional Associated Persons that cannot currently be identified?	Please provide as much information as possible including any reasons as to why such Associated Persons cannot currently be identified.	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable). Participants must notify the Client immediately where a change in identity of any Associated Person takes place in accordance with paragraph 3.6 of Annex 3 to this PSQ.
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Section 1.3: Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct, accurate, truthful and comprehensive.

I declare that in participating in this tender exercise I have complied fully with the requirements set out in Annex 3 of this PSQ (Instructions to Participants) including (but not limited to) paragraphs 7 (Confidentiality), 8 (Copyright and Intellectual Property), 9 (Data Protection), 11 (Conflicts of Interest) and 13 (Participants' Warranties).

I declare that, upon request and without delay, I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the participation period to assess my organisation's suitability to be invited to participate further in this tender exercise.

Question Number	Question	Evaluation Guidance	Completed by
1.3(a)	Contact name	Information only – not evaluated	All Participants on an individual basis must sign their own declaration. This will include all members of a group including Associated Persons.
1.3(b)	Name of organisation		
1.3(c)	Role in organisation		
1.3(d)	Phone number		

1.3(e)	E-mail address		By returning the signed declaration, Participants confirm their compliance with the declaration statement set out above.
1.3(f)	Postal address		
1.3(g)	Signature (electronic is acceptable)		
1.3(h)	Date		

Section 2.1: Economic and financial standing conditions

Question Number	Question	Evaluation Guidance	Completed by
2.1.1	Please specify whether your organisation's minimum financial threshold meets the minimum requirements for this procurement. Please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	<p>Pass/Fail</p> <p>Bidders must demonstrate a minimum annual turnover equivalent to twice (2x) the estimated annual contract value (including VAT) of the Lot(s) for which they are bidding:</p> <p>Lot 1 only (Hard-Wired & DAU Maintenance): Minimum annual turnover of £600,000 Lot 2 only (Monitoring & ARC Services): Minimum annual turnover of £300,000 Both Lots (combined bid): Minimum annual turnover of £800,000 This is to ensure financial resilience and capacity to deliver services across multiple sites and emergency response requirements.</p>	The economic and financial standing information on the central digital platform will be used to assess Participants' economic and financial standing in accordance with the standards set out in this document.
2.1.2	Where you are relying on audited accounts, please provide details of any significant changes that have	Pass/Fail	The economic and financial standing information on the central digital platform will be used to

	<p>occurred since your organisation's last set of audited accounts which may have the effect of altering the position as indicated in that set of accounts. If available, please provide any quarter or half-year accounts, results or management reports for the period since the end of the most recently completed set of audited accounts to evidence your response. Provide this information for all members of a consortium where you are bidding as a consortium.</p>	<p>A fail will be awarded where it comes to the Client's attention that significant changes have occurred since your organisation's last set of audited accounts which may have the effect of altering the position as indicated in that set of accounts, and where this is not declared in response to this PSQ along with sufficient evidence to demonstrate that any such changes do not, in the Client's opinion, impact on your organisation's ability to deliver the [Project] [Programme].</p>	<p>assess Participants' economic and financial standing in accordance with the standards set out in this document.</p>
2.1.3	<p>Where you are relying on another member of your bidding group/consortium or any subcontractors or other security in order to meet the selection criteria relating to economic and financial standing, please confirm that the relevant person or entity is willing to provide a guarantee or other security if required, and please provide:</p> <ul style="list-style-type: none"> • Name of organisation; and • Relationship to the Participant completing these questions 	<p>Pass/Fail</p> <p>Please note that where a parent company is being relied on to pass the financial threshold, these details must be provided under question 2.1.3 and question 2.1.4.</p> <p>Where the Client's analysis of an organisation's financial position shows that further measure are necessary to provide adequate assurance of its financial strength and the organisation answers No to this question, the organisation will receive a "fail" for this question and will be disqualified</p> <p>Failure to offer a parent company guarantee or other guarantee on the terms set out by the Client will result in a "fail".</p>	<p>The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>
2.1.4(a)	<p>Are you able to provide parent company accounts if requested to at a later stage?</p>		
2.1.4(b)	<p>If yes, would the parent company be willing to provide a guarantee if necessary?</p>		
2.1.4(c)	<p>If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?</p>		

Technical and Professional Ability			
Question Number	Question	Evaluation Guidance	Completed by
2.2.1	<p>Electrical Competence</p> <p>Please self-certify that your organisation, and any subcontractors undertaking electrical work, hold NICEIC certification (or equivalent appropriate scheme) and that all electrical works will be completed to required industry standards and regulations including BS EN 2391: Initial and Periodic Electrical Inspection and Testing, and BS 7671:2018 amendment 2 requirements for electrical installations.</p>	Pass/Fail	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
2.2.2	<p>Asbestos Awareness and Safety</p> <p>Please self-certify that all engineers who will work on this Contract hold current Asbestos Awareness training and Category A/B certificates as appropriate.</p>	Pass/Fail	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
2.2.3	<p>Fire Alarm Integration Competence:</p> <p>Please self-certify that your organisation holds BAFE SP203-1 certification for fire alarms in conformance with BS 5839, where work involves fire alarm systems directly linked to hard-wired alarm system call system signalling.</p>	Pass/Fail	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
2.2.4	<p>TEC Industry Knowledge:</p> <p>Please self-certify that your organisation is a member of the Telecare Services Association (TSA) or can demonstrate equivalent TEC industry knowledge and commitment to sector standards and best practice.</p>	Pass/Fail	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
2.2.5	<p>Environmental Compliance:</p> <p>Please self-certify that your organisation holds ISO 14001 environmental management system certification or equivalent. Please confirm that you hold</p>	Pass/Fail	The Participant or Lead Participant on behalf of itself and/or the members of

	appropriate waste carrier registration for any waste transfers to be conducted under this Contract and that you and all subcontractors are registered with the Environment Agency as an Upper Tier waste carrier (where applicable).		the group / relevant Associated Person (as applicable)
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Section 3.1: Insurance

Question Number	Question	Evaluation Guidance	Completed by
3.1	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the Contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000 any one occurrence</p> <p>Public Liability Insurance = £5,000,000 any one occurrence</p> <p>Professional Indemnity Insurance = £5,000,000any one occurrence</p>	<p>Pass / Fail</p> <p>A "fail" will be awarded where a Participant and/or Associated Person does not hold, or does not commit to obtaining prior to the commencement of the Contract, the stated insurances.</p>	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)

Section 3.2: Equality and Diversity

Question Number	Question	Evaluation Guidance	Completed by
3.2.1	Does your organisation comply with current anti-discrimination legislation?	<p>Pass / Fail</p> <p>Non UK-based firms should answer substituting, where relevant, the appropriate legislation and/or</p>	The Participant or Lead Participant on behalf of itself and/or the members of

		<p>codes of practice etc., where applicable within their domestic jurisdiction.</p> <p>A "fail" will be awarded where a Participant and/or Associated Person does not confirm that it complies with current anti-discrimination legislation.</p>	the group / relevant Associated Person (as applicable)
3.2.2	<p>Please self-certify that your organisation has an Equality and Diversity policy or statement covering the above legislation, and that you will be able to provide a copy of all relevant policies and/or statements, in advance of entering into the Contract, should your organisation be successful.</p>	<p>Pass / Fail</p> <p>A "fail" will be awarded where a Participant does not confirm that it has the required Equality and Diversity policy and that this can be produced as required.</p>	
3.2.3	<p>In the last three (3) years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	<p>Pass / Fail</p> <p>If answering "Yes", please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please explain what action (if any) your organisation has taken to prevent unlawful discrimination from reoccurring.</p> <p>Your organisation may be excluded if you are unable to demonstrate to the Client's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
3.2.4	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p>	<p>Pass / Fail</p> <p>If answering "Yes", please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please explain what action (if any) your</p>	

		<p>organisation has taken to prevent unlawful discrimination from reoccurring.</p> <p>Your organisation may be excluded if you are unable to demonstrate to the Client's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
3.2.5	If your organisation uses sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<p>Pass / Fail</p> <p>A "fail" will be awarded where the Participant and/or Associated Person uses sub-contractors and does not have in place the required checks.</p>	
Section 3.3: Health and Safety			
Question Number	Question	Evaluation Guidance	Completed by
3.3	Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). [Please use no more than 500 words.]	<p>Pass / Fail</p> <p>A "fail" will be awarded where the Participant fails to demonstrate that any arrangements are in place to manage health and safety, or where the Participant fails to demonstrate that such arrangements manage health and safety effectively, and control significant risks relevant to the requirements for the [Project] [Programme].</p>	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
Section 3.4: Quality Assurance			
Question Number	Question	Evaluation Guidance	Completed by
3.4	Please provide details of any quality assurance certification/accreditation that your organisation	Pass / Fail	The Participant or Lead Participant on behalf of itself and/or the members of

	holds, and self-certify that you will be able to provide copies of any relevant certificates in advance of entering into the Contract, should your organisation be successful.	A "fail" will be awarded where the Participant and/or Associated Person fails to provide details of any quality assurance certification/accreditation held by its organisation, or where the Participant confirms that its organisation does not hold any such certification/accreditation.	the group / relevant Associated Person (as applicable)
Section 3.5: Data protection and cyber security			
Question Number	Question	Evaluation Guidance	Completed by
3.5.1	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects.	<p>Pass / Fail</p> <p>A "fail" will be awarded where a Participant and/or Associated Person does not confirm that such measures will be put in place.</p>	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
3.5.2	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> ●to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ●to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; 	<p>Pass / Fail</p> <p>Failure to confirm that adequate procedures are or will be in place will result in a "fail" mark being awarded</p>	

	<ul style="list-style-type: none"> •to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; •to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place); •to maintain records of personal data processing activities; and •to regularly test, assess and evaluate the effectiveness of the above measures 		
3.5.3	Please confirm that your organisation holds Cyber Essentials Plus or will commit to becoming Cyber Essentials Plus certified, if awarded the Contract.	Pass / Fail A "fail" will be awarded where a Participant and/or Associated Person does not confirm that such measures will be put in place.	
3.5.4	Please confirm that your organisation holds ISO 27001 or will commit to becoming ISO 27001 certified, if awarded the Contract.	Pass / Fail A "fail" will be awarded where a Participant does not confirm that such measures will be put in place.	
Section 3.6: Anti-corruption			
Question Number	Question	Evaluation Guidance	Completed by
3.6.1	Please confirm that your organisation has put in place adequate procedures for the prevention of bribery and corrupt practices, in accordance with the Bribery Act 2010.	Pass / Fail Failure to confirm that adequate procedures are in place will result in a "fail" mark being awarded	The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)
3.6.2	Please confirm that your organisation ensures that sub-contractors, sub-contractors and	Pass / Fail	

	members of your supply chain also comply with the Bribery Act 2010.	Failure to confirm that adequate procedures are in place will result in a "fail" mark being awarded	
Section 3.7 – Tackling Modern Slavery in Supply Chains (Central Government Contracts only)			
Question Number	Question	Evaluation Guidance	Completed by
3.7.1	<p>If you are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, and if your latest statement is available electronically please provide:</p> <ul style="list-style-type: none"> • the web address, • precise reference of the documents 	<p>A "fail" will be awarded where a Participant and/or Associated Person fails to provide access to or a copy of the latest statement and/or where the statement fails to include the relevant information set out in question 3.7.4, and fails to provide an adequate explanation as required by question 3.7.4.</p>	<p>The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>
3.7.2	<p>If your latest statement is not available electronically, please provide a copy.</p>		
3.7.3	<p>If you are not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 (for example if your turnover is less than £36 million or you do not carry on your business, or part of your business, in the UK), please provide the above information in relation of any published statements on modern slavery or other relevant documents containing information of a similar type/level.</p>		
3.7.4	<p>Any modern slavery statement or other statement or document should contain at least the following information:</p>		

	<p>a. the organisation's structure, its business and its supply chains;</p> <p>b. its policies in relation to slavery and human trafficking;</p> <p>c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains;</p> <p>d. The parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;</p> <p>e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate;</p> <p>f. the training and capacity building about slavery and human trafficking available to its staff; or</p> <p>If all of this information is not included in your modern slavery statement or other statement or documents, please provide an explanation as to why not and/or assurances that it will be included before contract award.</p>		
	<p>Please confirm your ability to operate across Aster's geographic area and maintain accurate asset data</p>		

Section 4: Technical and Professional Ability [SCORED QUESTIONS]		
Question 4.1 (500w per case study) 35%	Evaluation Guidance	Completed by
<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts delivered within the past three years that demonstrate your capability to meet the technical and professional ability criteria set out in the procurement documents for your relevant Lot.</p> <p>Contracts may be drawn from the public or private sectors, or from voluntary, charity or social enterprise (VCSE) organisations. VCSEs may include samples of grant-funded work.</p> <p>Your case studies should evidence capability across the following areas. You may allow 750 words per case study.</p> <ul style="list-style-type: none"> - Maintaining Technology Enabled Care (TEC) systems, hard-wired alarm systems, or similar life-safety critical electronic systems within the housing sector (Lot 1 Only) - Monitoring and Alarm Receiving Centre (ARC) Services within the housing sector, including emergency call monitoring (Lot 2 Only) - Experience within sheltered housing, extra care, grouped living or similar residential care environment - Meeting contractual Service Level Agreements (SLAs), e.g. response targets - Delivering 24/7/365 call-out services for critical systems - Mobile response services, including attendance at customer premises for emergency repairs, fault resolution and system-critical interventions - Managing contracts of similar size, scope and complexity to this requirement <p>For each contract example, you must provide the following information:</p> <ul style="list-style-type: none"> a) Name of customer organisation b) Name of supplier organisation who signed the contract c) Point of contact in the customer's organisation d) Position of the named contact in the customer's organisation e) Email address of the named contact 	<p>0 – 5</p> <p>This question is designed to assess whether the Participant and/or Associated Person have delivered similar contracts (in terms of subject matter, nature, scope and complexity) that demonstrate the technical and professional ability required to deliver this contract. The case studies should evidence capability across the specified service areas including TEC/alarm system maintenance (Lot 1), ARC services (Lot 2), sheltered/extra care environments, SLA compliance, 24/7/365 critical services, mobile response and contract management.</p> <p>Please keep details factual and relevant to the requirements. References provided must be willing to confirm the accuracy of the information in writing.</p> <p>The Client will evaluate the response in accordance with the scoring matrix set out in paragraph 17.2 of Annex 2 to this PSQ.</p> <p>An "Excellent" score will be awarded where a Participant and/or Associated Person provides three strong, relevant case studies that clearly demonstrate experience on contracts of similar subject matter, nature, scope and value to this procurement; evidences the technical and professional ability to deliver projects within budget and on time in accordance with the client's requirements; and demonstrates effective management of the service areas identified in the question. Case studies are supported by verifiable references and specific performance outcomes or achievements.</p> <p>A "Fail" score will be awarded where:</p>	<p>The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>

<p>f) Description of the contract, including scope of services delivered g) Contract start date h) Contract completion date (or confirm if ongoing) i) Estimated contract value (annual or total) j) Key outcomes achieved, including any relevant performance data, certifications, accreditations or recognition received Important notes:</p> <p>The named contact provided must be able to provide written evidence to confirm the accuracy of the information submitted</p> <p>Failure to provide all required information for each example may result in the example not being considered during evaluation</p>	<ul style="list-style-type: none"> • Not all of the required information is provided for each case study; • The examples provided are not from the previous 3 years; • The case studies do not demonstrate relevant experience or capability aligned to the procurement requirements; • The named contact is unable to provide written evidence to confirm the accuracy of information provided; or • The Participant and/or Associated Person has been unable to demonstrate sufficient technical and professional ability to deliver this contract. 	
<p>Question 4.2 (700w) 25%</p>	<p>Evaluation Guidance</p>	<p>Completed by</p>
<p>Supply Chains</p> <p>Please describe your approach to managing subcontractors and supply chains, addressing the following:</p> <p>a) Supply Chain Management How you maintain effective supply chains, including tracking systems and performance monitoring.</p> <p>b) Prompt Payment Confirm your membership of the UK Prompt Payment Code or demonstrate equivalent compliance with prompt payment practices throughout your supply chain.</p> <p>c) Subcontractor Governance Your approach to the following:</p> <ul style="list-style-type: none"> - Due diligence and vetting prior to appointment; - Ensuring compliance with health and safety legislation, the 	<p>Scored 0 -5</p> <p>This question is designed to assess the Participant's capability to manage subcontractors and supply chains effectively, ensuring compliance, performance monitoring and prompt payment throughout the supply chain.</p> <p>The Client will evaluate the response in accordance with the scoring matrix set out in paragraph 17.2 of Annex 2 to this PSQ.</p> <p>An excellent score will be awarded where a Participant demonstrates robust supply chain management systems with comprehensive tracking and monitoring processes; provides clear evidence of prompt payment practices (e.g. UK Prompt Payment Code membership or equivalent); and demonstrates</p>	<p>The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>

<p>Construction (Design and Management) Regulations 2015 (CDM 2015), competence requirements, DBS checks and safeguarding where applicable</p> <ul style="list-style-type: none"> - Monitoring performance and quality of work - Addressing underperformance or non-compliance - Ensuring subcontractors comply with the client's policies and contract requirements 	<p>strong subcontractor governance covering due diligence, compliance monitoring, performance management and alignment with Aster's policies.</p> <p>A "Fail" score will be awarded where the Participant has been unable to demonstrate adequate supply chain management capability, prompt payment commitment or subcontractor governance processes necessary to deliver the contract safely and effectively.</p>	
<p>Question 4.3 (Up to 1000w) 40%</p>	<p>Evaluation Guidance</p>	<p>Completed by</p>
<p>System Platform Competence and Digital Readiness (Up to 1000w)</p> <p>Please provide details of how you maintain competence in your organisation across TEC systems, hard-wired alarm equipment, and associated electrical work. Note: Demonstrated competence to maintain the system platforms listed below is a mandatory requirement of this contract. Bidders must be able to evidence current capability or a clear plan to achieve competence prior to contract commencement.</p> <p>Your response should address:</p> <p>a) Current Competence and Manufacturer Certifications Confirm your current competence and manufacturer certifications held (or ability to obtain before contract start) for the following platforms in use across Aster's portfolio:</p> <ul style="list-style-type: none"> - IP Reach - Legrand XT2 and Legrand Infinity - Appello Smart Living System (SLS) - Everon Lyra - Chiptech Seven - Any other relevant TEC or hard-wired alarm platforms 	<p>Scored 0-5</p> <p>This question is designed to assess the Participant's technical competence to maintain the specific TEC systems and hard-wired alarm platforms deployed across Aster's portfolio, including competence management processes and readiness to support the digital switchover by 2027. Note: Demonstrated competence across the specified platforms is a mandatory contract requirement.</p> <p>The Client will evaluate the response in accordance with the scoring matrix set out in paragraph 17.2 of Annex 2 to this PSQ.</p> <p>An "Excellent" score will be awarded where a Participant provides comprehensive evidence of current competence and manufacturer certifications across all specified platforms (or a highly credible plan to achieve full competence before contract start); demonstrates exemplary training and competence</p>	<p>The Participant or Lead Participant on behalf of itself and/or the members of the group / relevant Associated Person (as applicable)</p>

<p>b) Training and Competence Management Your approach to training and maintaining engineer competence across multiple system platforms, including:</p> <ul style="list-style-type: none"> - Initial training and certification processes - Ongoing competency assessments and refresher training - How you ensure engineers remain current with manufacturer updates and technical developments <p>c) Digital Switchover and Transition Support Your understanding of and approach to the 2027 digital switchover, including:</p> <ul style="list-style-type: none"> - Experience managing analogue to digital technology transitions - How you would support Aster through this transition period - Capability to work with digital-ready, IP-based and BS8521-2 compliant systems - Your readiness to maintain both legacy analogue and modern digital platforms during the transition 	<p>management systems with regular assessments and manufacturer partnerships; and shows exceptional understanding of the digital switchover with compelling evidence of capability to support Aster through the 2027 migration whilst maintaining both legacy and modern digital platforms.</p> <p>A "Fail" score will be awarded where the Participant has been unable to demonstrate credible technical competence across the specified system platforms or adequate capability to support the digital transition.</p>	
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Annex 2

Evaluation Methodology

13 The evaluation team

13.1 An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each PSQ Response. The evaluation team will comprise the following representatives of the Client:

13.1.1 Kerry Appleton

13.1.2 Kate Potts

13.1.3 Nathaniel Spagni

13.2 It is acknowledged by the Participant that the composition of the evaluation panel may be subject to change during the evaluation process. To the extent that the Client requires changes to the members of the evaluation panel, the Client will review and revise (as necessary) the conflicts assessment prepared for this tender exercise in accordance with section 83(5) of the Act.

14 Summary of the Evaluation process

14.1 PSQ Responses will be subject to a two-stage evaluation process:

14.1.1 Stage 1 – Initial screening assessment

14.1.2 Stage 2 – Suitability assessment

15 Stage 1 – Initial screening assessment

15.1 PSQ Responses will be subject to an initial screening assessment to confirm:

15.1.1 the PSQ Response has been submitted on time, is completed correctly, is materially complete and meets the requirements of this PSQ document; and

15.1.2 the PSQ Response is sufficiently complete to enable it to be evaluated in accordance with this evaluation process; and

15.1.3 the Participant has not contravened any of the terms and conditions of the procurement process, either provided for in the Act and/or this PSQ document.

PSQ Responses that do not satisfy the above may be rejected at this stage.

16 Stage 2 – Evaluation of PSQ Responses

16.1 PSQ Responses that successfully pass Stage 1 will be subject to an assessment in accordance with the conditions of participation set out in Annex 1. The PSQ is made up of a number of Questions which are either:

16.1.1 For Information Only; or

16.1.2 Pass/Fail; or

16.1.3 Scored.

16.2 Each Question is categorised in Annex 1 and guidance on the requirements which the Client is seeking and evaluating PSQ Responses against is also provided (where relevant).

16.3 During Stage 2, the Client reserves the right to call for further information or clarification from Participants, as appropriate, to assist in its consideration of the PSQ Responses. As set out in the main instructions to this PSQ, Participants must respond to any request for

clarification within the timescales set out in the request for clarification. Where no response is provided within the required timescales, the Client shall evaluate the PSQ Response in accordance with the information originally provided in the PSQ Response.

16.4 Where a Participant receives a "Fail" score for any of the Pass / Fail questions they will be rejected from the Procurement and their SQ Response will not be considered any further.

17 **Evaluation methodology for scored questions**

17.1.1 Scored questions summarised will be scored out of five (5) using the scoring matrix set out below at paragraph 18.2.

17.1.2 Each member of the evaluation team will mark individually and allocate individual scores. These scores will then be subject to moderation chaired by an independent moderator, and the evaluation team will meet to agree a final score by consensus.

17.1.3 The agreed scores will then be weighted in accordance with the weightings set out below:

Question Number	Question Theme	Weighting
4.1	Relevant Experience	35%
4.2	Supply Chain	25 %
4.3	System Competence	40%

17.1.4 There are a total of 15 marks available for the scored questions. All weightings are based on a percentage of the total marks available. Once each mark has been weighted in accordance with the percentage weightings, the weighted marks will be added together to identify the total mark for that Participant.

17.1.5 A Participant will fail Stage 2 where it receives a "Fail" score for any "Pass / Fail" question or a score of "0" or "Fail" for any scored question and will be rejected from the procurement and their PSQ Response will not be considered further.

17.1.6 A Participant will fail Stage 2 if it receives an individual score of less than "2" for any scored question] and will be rejected from the procurement and their PSQ Response will not be considered further.

17.2 **Scoring Matrix**

Participants will note that this refers to meeting the "requirements"; these are set out in the guidance for each Question, above (which should be read in the context of the procurement documents). Further context is set out in the remaining procurement documents.

Score	Judgment	Description
5	Excellent	Meets the requirements fully and exceeds them in some aspects. Evidence is consistent, comprehensive, compelling, directly relevant in all respects and highly credible (by being substantiated by independent sources where possible.)

4	Good	Meets the requirements fully. Evidence is sufficient (in qualitative terms), convincing, and credible.
3	Acceptable	Meets most of the requirements but not all. Some evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or is irrelevant.
2	Inadequate	Meets some of the requirements but fails to meet half. Evidence has moderate gaps and is unconvincing.
1	Poor	Significantly fails to meet the requirements but meets some in part. Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant.
0	Fail	Fails to meet the requirements in all aspects or response does not allow the Client to evaluate its contents or is irrelevant or no response has been submitted.

17.3 Participants should also be mindful of the following submission requirements which apply to each of the scored questions:

18 Shortlisting

18.1 Scores for scored questions will be added together to produce a final ranking of Participants and the top 6 highest scoring Participants will be invited to submit tenders in accordance with the rules set out in paragraph 1 of this PSQ.

18.2 The Client reserves the right to clarify a Participant's PSQ Response at any point during the evaluation process and will do this by communicating with the Participant concerned via the Portal.

Annex 3

Instructions to Participants

19 PSQ Requirements

- 19.1 The PSQ Questions (the **Questions**) are set out in Annex 1 and within the Portal. Please complete all parts of the Questions fully within the Portal, providing all the necessary supplementary information, before submitting this to the Client by the deadline noted above.
- 19.2 Participants should answer all Questions as accurately and concisely as possible. Answers should be clear and well-presented. Where a Question is not relevant to the Participant's organisation, this should be indicated, with an explanation.
- 19.3 PSQ Responses should be submitted within the Portal. Supporting information should be presented in the same order as, and should be referenced to, the relevant Question. Permitted appended documents should be numbered and referenced clearly and uploaded into the Portal as part of your PSQ Response. Words included in diagrams and/or charts will count towards any specified word count except where expressly stated otherwise.
- 19.4 Supporting information should be presented in the same order as, and referenced to, the relevant question.
- 19.5 The word limit for responding to the scored Questions is as set out for each Question in the submission requirements set out in Annex 2. Any part of an PSQ Response which exceeds this limit will be disregarded.
- 19.6 The Client may ask for further information at any point up to the entry into the Contract to satisfy itself that a Participant continues to qualify. Failure to provide such information, or failure to provide such information within the timescales specified in such a request, may lead to the Participant being disqualified from further consideration.
- 19.7 If there are any significant changes to the information supplied in any PSQ Response after it has been submitted, the Participant must let the Client know as soon as reasonably practicable and supply any relevant information or details requested by the Client within any timescales imposed. The Participant may not be invited to proceed with the tender exercise if relevant information and details have not been provided before the relevant deadline with sufficient time for the Client to conduct a re-assessment as may be required. In any event, should a Participant's circumstances change between the submission of the PSQ Response and contract award, the Participant must immediately notify the Client who shall be entitled to re-evaluate in line with the conditions of participation. If, on the basis of such re-evaluation, the Participant does not satisfy the conditions of participation then the Client may remove that Participant from this tender exercise.
- 19.8 The Client reserves the right to disqualify any Participant if it becomes aware that the Participant did not qualify at the time their PSQ Response was submitted or that the Participant no longer qualifies, at any time before the formal entry into the Contract.

20 Self-certification and providing evidence

- 20.1 The Client will not invite to tender Participants who are unable to prove what they have claimed in their PSQ Response. To do otherwise would be to take a place away from a more deserving Participant and result in increased costs for both the Client and the Participant. Accordingly, Participants must provide all required evidence in support of their PSQ Responses. Where evidence is required, this is set out in Annex 1.

20.2 Where evidence is available via a free-of-charge national database, Participants may direct the Client to that database instead of providing it with their PSQ Response. Participants must name the repository, the website and the file required. Where any of these details are incorrect, the Participant will be deemed to have not produced the evidence required and may be rejected from this tender exercise. If in doubt, the Client suggests that evidence is submitted with PSQ Responses.

21 **Consortia and Associated Persons**

21.1 "Consortium" refers to situations where more than one entity applies together for this tender exercise. This may be a consortium of entities, a Special Purpose Vehicle, a Joint Venture, etc.

21.2 Where a sub-contractor is being relied on to satisfy the financial, technical or professional conditions of participation, it is referred to as an "Associated Person". The Participant must clearly identify when it is relying on an Associated Person in the response to a question, giving the name of the Associated Person and explaining their role, capability and experience as the context of the question requires, as well as evidencing that the Participant is associated with the Associated Person in accordance with section 22(8) and (9) of the Act.

21.3 When applying as part of a Consortium or making use of an Associated Person, the way the PSQ is filled out is slightly different. Whereas only **one** response is required for Part 3 of the PSQ, **every** Associated Person and **every** entity which forms the Consortium must fill out and submit Parts 1 and 2 (including the declaration). This would mean every entity which forms part of a consortium, every Joint Venture partner, and so on.

21.4 The one response to Part 3 is a composite response and is filled out by the 'Lead Participant' (see below). This means that experience can be drawn from any or all members of the Consortium or any of the Associated Persons. It does not mean that reference can be made only to the Lead Participant.

21.5 Consortia must identify a 'Lead Participant'. This is the entity which is the contact for the purposes of this tender exercise. In addition, the Consortium must state the entity which is going to enter into the Contract. A Lead Participant may fill out the PSQ Response and be the lead for the Consortium, but this will not normally be the entity which is to enter into the Contract. Only the entity listed as being contractually responsible will be qualified to enter into the Contract, if successful. Any new entity will have to be assessed and will be so only at the discretion of the Client.

21.6 The Client recognises that Consortia and lists of Associated Persons are subject to change, as members leave and/or are replaced. Participants must, where possible, give the Client reasonable notice that any change is about to happen; Participants are required to immediately notify the Client when a change does happen. The Client may reassess the PSQ Response to ensure it still qualifies in accordance with the conditions of participation set out in Annex 1 but Participants should note the Client is under no obligation to do so.

21.7 The Client will require Consortia to form a single corporate entity before entering into the Contract. The specific form is not prescribed (i.e. limited company, partnership, limited liability partnership). Participants should bear this in mind when answering Question 1.2(a) of the PSQ. Consortia must provide the actual or proposed percentage shareholding of that entity.

21.8 The Client may decline to consider bids (or otherwise exclude from participating in the procurement) from suppliers who are constituted or organised under the law of Russia or Belarus, or whose 'Persons of Significant Control' information states Russia or Belarus as

the place of residency, unless the supplier (or any member of their supply chain they rely on to deliver the contract):

21.8.1 is registered in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access to public procurement; and/or

21.8.2 has significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access to public procurement.

22 **Evaluation process**

22.1 PSQ Responses will be evaluated in accordance with the conditions of participation set out in Annex 1.

23 **Responsibility for PSQ Responses**

23.1 Participants are responsible for obtaining all information necessary for the preparation of their PSQ Response. All costs, expenses and liabilities incurred by any Participant in connection with the preparation and submission of an PSQ Response are to be borne by that Participant. Participants must satisfy themselves of the accuracy of any information provided and neither the Client nor its advisors accept responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Participants of such information.

23.2 The Client and its advisors make no representation regarding any Participant's financial stability or standing, technical competence or ability in any way to carry out the Contract.

24 **No liability**

24.1 The Client does not accept any liability to any Participant in respect of this tender exercise, the PSQ or any supporting document. Participants are reminded that the Client may at any time, at its sole discretion, amend or cease this tender exercise. No part of this tender exercise is intended to be an offer of contract. No Contract will be entered into by the Client other than where a written Contract is duly signed by the Client.

25 **Confidentiality**

25.1 Participants must treat all information supplied by the Client in connection with this procurement process as confidential (and shall ensure that their employees, consultants, subcontractors, advisers, insurers and funders shall treat documentation supplied in relation to this PSQ as confidential).

25.2 Participants shall not, without the prior written consent of the Client, at any time make use of such information for its own purposes or disclose such information to any person, except:

25.2.1 where the disclosure is required by law or any court, regulatory or government authority competent to require the same; or

25.2.2 to the extent where such information is brought within the public domain otherwise than by the breach of this paragraph by the relevant Participant; or

25.2.3 to the extent that the information becomes available to a party otherwise than pursuant to this procurement process; or

25.2.4 where such information is disclosed for the purposes of obtaining sign-off from insurers and legal advisers on the contract, or for obtaining sureties, guarantees or commitments from proposed guarantors, sub-contractors or suppliers and other information required to be submitted with their PSQ Response.

- 25.3 Participants must treat this PSQ (and all the documents forming part of or appended or scheduled to this PSQ) and all other information provided by or on behalf of the Client as private and confidential. No Participant should disclose that it is submitting or has submitted an PSQ Response to the Client or release details of this PSQ (and all the documents forming part of or appended or scheduled to this PSQ) other than on a strictly confidential basis and to the extent strictly necessary to such parties as the Participant needs to consult in order to prepare and submit an PSQ Response.
- 25.4 Participants shall not at any time release any information concerning the PSQ and/or their PSQ Response and/or any related documents and/or discussion with the Client in connection to this procurement for publication in the press or on radio, television, screen or any other medium.
- 25.5 This PSQ is issued in confidence and remains the property of the Client. This PSQ may not be reproduced, copied or stored on any medium without the prior written consent of the Client. The PSQ may only be used in relation to the preparation of the PSQ Response.
- 25.6 In participating in this tender exercise, Participants confirm and agree that:
- 25.6.1 They will use information provided only for the purposes of providing PSQ Responses and shall promptly return to the Client un-copied all of the tender documents and other information provided in connection with the procurement if the Participant is subsequently unable to submit an PSQ Response or, having submitted an PSQ Response, is unsuccessful in the procurement;
 - 25.6.2 They will neither dispose nor part with possession of any confidential material provided by the Client or prepared by the Participant pursuant to the procurement exercise;
 - 25.6.3 They shall not and shall ensure that any person employed by the Participant or acting on the Participant's behalf shall not divulge to any third party any information which comes into their possession in the course of performing the [Project] [Programme] or preparing an PSQ Response;
 - 25.6.4 They are and will remain registered under the Data Protection Act 2018; and
 - 25.6.5 They shall indemnify the Client against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Participant of these confidentiality provisions.

26 **Copyright and intellectual property**

- 26.1 The copyright in this PSQ is vested in Trowers & Hamblins LLP save for the contents which have been inserted by the Client in the Annexures to this PSQ. The Client owns the copyright in the materials that it inserts in the Annexures to this PSQ.
- 26.2 By submitting an PSQ Response each Participant agrees and acknowledges that it shall have granted to the Client and its advisors for all purposes related to the Contract a non-exclusive, irrevocable, perpetual, royalty free licence to use, copy, modify, adapt and translate any drawings, specifications, materials, data and other information relating to any element of any PSQ Response (together with the right to grant sub-licences).
- 26.3 Each Participant warrants to the Client that no document that it prepares as part of its PSQ Response shall infringe any intellectual property rights (as may be defined in the Contract).
- 26.4 Each Participant undertakes to indemnify the Client and to keep the Client indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and

expenses whatsoever arising out of or in connection with any breach of the provisions of this section.

27 **Data Protection**

27.1 References in this PSQ to the **Data Protection Legislation** shall be references to the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined in section 3(10) of the Data Protection Act 2018, along with any associated guidance and Codes of Practice as issued from time to time. For the purposes of this PSQ, the terms Data Controller, Data Subject, Personal Data, Process and Processing shall have the meaning prescribed under the Data Protection Legislation.

27.2 Participants acknowledge that in processing Personal Data pursuant to this PSQ they do so as an independent Data Controller.

27.3 Participants shall at all times during this tender exercise comply with the provisions and obligations imposed by the Data Protection Legislation and shall assist and/or co-operate with the Client in respect of the Client's compliance with Data Protection Legislation, where appropriate, and shall indemnify the Client and keep the Client indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this paragraph 10 which causes the Client to be in receipt of any actions, claims, demands, proceedings and/or incur any damages costs, charges and/or expenses (including reasonable legal expenses).

27.4 Participants warrant and represent that they each have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

27.5 Participants shall only Process Personal Data provided to it by the Client to the extent necessary for the preparation of their PSQ Response.

27.6 In the event that a Participant is under a legal obligation to process the Personal Data outside of the terms of this PSQ, it shall notify the Client of that legal requirement prior to processing unless the law prohibits this on important grounds of public interest.

27.7 Participants shall notify the Client without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Personal Data Processed for the purposes of their PSQ Response.

27.8 Participants shall notify the Client within two (2) Working Days if it receives:

27.8.1 a request from a Data Subject comprised within the Personal Data provided by the Client to exercise the Data Subject's Rights; or

27.8.2 a complaint or request relating to the Client's obligations under the Data Protection Legislation

and take no further steps in relation to the same until such time that it receives written instructions to do so from the Client.

27.9 Participants shall also comply fully with all applicable guidelines and codes of practice issued by the Information Commissioner in the UK from time to time.

27.10 Participants will upon submission of their Tender Submission, the withdrawal of that Participant from this tender exercise or at such time that a Participant no longer requires access to the Client's Personal Data for the purposes of submitting an PSQ Response and at the request of the Client either return to the Client or destroy the Personal Data Processed

under this PSQ Response (and all copies of such data) in the Participants' possession or other as directed by the Client.

27.11 The provisions of this paragraph 10 shall apply during the continuance of this PSQ and indefinitely after its termination.

28 **Transparency**

28.1 Participants are to note that the Client is subject to duties to publish information under the Act.

28.2 Where the Client is required to disclose the Participant's information, the Client will consider the disclosure of any information, including price quotes, contained in PSQ Submissions (both successful and unsuccessful), subject to the exemptions set out in section 94 of the Act. Participants should be aware that attaching a blanket label of 'private and confidential', 'commercially confidential' or similar to PSQ Responses may not exempt those PSQ Responses from disclosure under the Act.

28.3 If a Participant considers that all or any part of its PSQ Response and/or any specific information contained therein constitute a "trade secret", or that the PSQ Response or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in section 94 of the Act, the Participant should:

28.3.1 attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked 'commercially sensitive information' or 'trade secret' and include a time limit for the sensitivity of the information; and

28.3.2 in respect of such schedule and/or specific information, identify the particular sub-section of section 94 of the Act that the Participant claims apply in the particular circumstances. Participants should do so in full knowledge of the relevant Guidance supporting the Act.

28.4 Participants should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph 14.3 of this Section 6, the Client will have complete discretion in deciding whether such documents and/or information should be disclosed under the Act.

29 **Conflicts of interest**

29.1 The Client may exclude any Participant if there is a conflict of interest or a potential conflict of interest which cannot be effectively remedied. The concept of a conflict of interest as set out in Section 81 of the Act, includes any situation where a person acting for or on behalf of the Client who has the ability to influence the procurement decision has, directly or indirectly, a personal, professional or financial interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. A conflict of interest (for the purposes of this procurement) may also exist in the event that a Participant and/or any Associated Person is participating in another consortium or bid team.

29.2 Where there is any indication that a conflict of interest or a potential conflict of interest exists then it is the responsibility of the Participant to inform the Client and provide details of the conflict. In particular, a conflict of interest may arise where:

29.2.1 A Participant (including any member of a consortium and/or any Associated Person) has been involved in advising the Client on matters relating to the Project or in the preparation of the documents or information relating to the Project;

- 29.2.2 A director, company secretary, or a staff member from a Participant (including any member of a consortium and/or Associated Person) is related to one of the Client's employees or is a board member or related to a board member of the Client;
- 29.2.3 A Participant and/or Associated Person is participating in the procurement exercise in more than one capacity (for example, where a Participant and/or Associated Person is seeking to participate in the procurement exercise in their own right and as a member of a consortia bid, or where a Participant and/or Associated Person is seeking to participate in the procurement as a member of more than one consortium or bid team).
- 29.3 Where any conflict of interest or potential conflict of interest puts the Participant at an unfair advantage or disadvantage in relation to the procurement:
- 29.3.1 the Client may require the relevant Participant to take reasonable steps to ensure that the conflict does not put the Participant at an unfair advantage or disadvantage; and
- 29.3.2 where the advantage cannot be avoided or where the Participant will not take the steps required of it pursuant to paragraph 29.3.1 above, the Client will exclude the Participant from the procurement process.
- 29.4 The Client has prepared a conflicts of interest assessment and will keep it under review in accordance with Section 81 of the Act.
- 29.5 Please note that routine pre-market engagement carried out by the Client should not represent a conflict of interest for a Participant, provided that the engagement has been carried out in a transparent manner.
- 30 **Procurement Review Unit**
- 30.1 Participants are to note that the Client is subject to the investigatory powers under sections 108 to 110 of the Act. Under these provisions, the Government's Procurement Review Unit (the **PRU**) is empowered to investigate concerns raised on the PRU website about public sector procurement exercises. Contracting Authorities are required to assist all investigations. This may require the Client to disclose any information contained in any PSQ Responses submitted by Participants.
- 30.2 By submitting an PSQ Response, the Participant acknowledges and agrees that the Client has complete discretion in deciding whether such documents and/or information should be disclosed to the PRU (even where Participants have identified certain information in their responses as confidential) and the Participant agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information to the PRU.
- 31 **Participants' Warranties**
- 31.1 In submitting any PSQ Submission, each Participant warrants, represents and undertakes to the Client that:
- 31.1.1 it has not done any of the acts or matters referred to in this paragraph 13 of this Annex to the PSQ and has complied in all respects with these Instructions; and
- 31.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Client by the Participant, its employees or agents

in connection with or arising out of the PSQ Response are true, complete and accurate in all respects; and

- 31.1.3 it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the PSQ Submission; and
- 31.1.4 it has satisfied itself as to the correctness and sufficiency of the information it has included in its PSQ Submission; and
- 31.1.5 it has full power and authority to enter into the Contract and deliver the [Goods / Services / Works] for the [Project] [Programme]; and
- 31.1.6 it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to deliver the [Goods / Services / Works] for the [Project] [Programme]; and
- 31.1.7 it will obtain all necessary consents, licences and permissions to enable it to deliver the [Goods / Services / Works] for the [Project] [Programme] and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
- 31.1.8 it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Client and that is for the time being in the possession of the Participant; and
- 31.1.9 it has not entered into an agreement with any other person with the aim or preventing PSQ Submissions being made or as to the fixing or adjusting the conditions on which any PSQ Submission is made; and
- 31.1.10 it has not caused or induced any person to enter into such an agreement as is mentioned in paragraph 31.1.9 above; and
- 31.1.11 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or to having caused to be done in relation to any other PSQ Submission or proposed PSQ; and
- 31.1.12 it has not canvassed any other persons referred to in paragraph 31.1.9 above in connection with the Contract; and
- 31.1.13 it has not done any act which would amount to a breach of the Bribery Act 2010, or would have done if such action had been carried out in the UK, and no Associate Person (as defined in the Bribery Act 2010) has done any act which would cause the Client to be in breach of section 7(1) of the Bribery Act.