

Invitation to Tender and Instructions to Suppliers for

Plug-in Solar Safety Study

References: prj_5707, ITT_2241

Deadline for Tender Response: Wednesday 3rd

September 2025, 11:00

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Introduction

- 1. This Procurement is being conducted in accordance with Section 20 of the Procurement Act 2023 using the Open Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, Conditions of Participation, award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their tender.
- This document has been prepared to assist Suppliers in deciding whether to submit a tender in this Procurement. Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any tender.
- 3. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
- 4. The Authority reserves the right to issue updated versions of this document to Suppliers, as and when the need arises, to reflect any changes to the Procurement or any other new information.
- 5. Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.
- 6. Common terms and expressions shall have the meanings ascribed to them in the Glossary in Appendix E.
- 7. All references to a 'paragraph' or 'appendix' are to a paragraph or appendix of this document unless otherwise stated.
- 8. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

Introduction to the Authority

- 9. The Department for Energy Security and Net Zero (DESNZ) leads on the government's mission to make the UK a clean energy superpower by achieving clean power by 2030 and accelerating to net zero. We are responsible for:
 - UK energy security
 - · protecting billpayers
 - supporting economic growth for the UK and protecting jobs
 - reducing the UK's emissions

Overview of the Authority's requirement

Overview of this project: The objective of this study is to assess whether plug-in solar photovoltaic (PV) connected to certified inverters can be safely deployed in the UK without socket or building wiring modifications. The study will assess technical, regulatory, and practical feasibility, and make clear, evidence-based recommendations for plug-in solar PV in the UK.

- 10. This Procurement process relates to the proposed Contract for the provision of the following Services. The detailed requirements are set out in Appendix B.
- 11. This Procurement process is being conducted by way of an Open Procedure under section 20 of the Procurement Act 2023.
- 12. As set out in the Tender Notice, the Authority currently anticipates awarding a Contract for the Services for an initial period of 4 months with an option for the Authority to extend the Contract for a further period of 2 months i.e. up to a total Contract period of 6 months overall, unless terminated earlier in accordance with the provisions of the Contract.
- 13. The estimated value of the Contract is £90,000.

The Procurement process

- 14. This Procurement is being conducted in accordance with the Act using the Open Procedure. This Procurement will be conducted in one stage. This means there is no restriction on who can submit a Tender response. All the information required for this Procurement has been made available to Suppliers with this ITT. Tenders must be submitted in accordance with the timetable and instructions set out in this document, together with any additional information provided.
- 15. After the deadline for submission of the Tender and Procurement Specific Questionnaire (PSQ), the Authority will assess the PSQ in respect of each Supplier. The Authority will consider whether the Supplier, or any connected persons within its corporate group, associated persons relied on to meet the conditions of participation, or proposed sub-contractors, are listed on the Cabinet Office debarment list. To the extent that any such entities are listed on the debarment list, the Authority will consider whether to exclude the Supplier from participating in the Procurement in accordance with its obligations under the Act.
- 16. In addition, the Authority will consider whether the Supplier, or any connected persons within its corporate group, associated persons relied on to meet the conditions of participation, or proposed sub-contractors, are excluded or excludable Suppliers. Before the Authority determines that a Supplier is an excluded or excludable Supplier, it will provide the Supplier reasonable opportunity to make representations and provide evidence as is proportionate in the circumstances.
- 17. If the Supplier is an excluded or excludable Supplier **only by virtue of an associated person or proposed sub-contractor**, the Authority will notify the
 Supplier of its intention to disregard its tender and provide the Supplier with a
 reasonable timeframe of 14 days to replace the associated person or subcontractor. If as a consequence of this process, the Authority disregards a tender
 from an excluded or excludable Supplier, or is aware of an associated person or
 sub-contractor having been replaced, it will give notice of this fact within 30 days of
 its decision to the Procurement Review Unit (PRU).
- 18. The Authority will assess all valid tenders, in order to identify the Supplier which has submitted the most advantageous tender in accordance with the assessment methodology and award criteria set out in the Tender Notice and described in this document. In carrying out this assessment, the Authority will disregard any tender from a Supplier that does not satisfy the conditions of participation. The Authority may also disregard a tender:
 - a) from a Supplier that is not a United Kingdom Supplier or a treaty state Supplier, or that intends to sub-contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or a treaty state Supplier; or
 - b) if the tender breaches a procedural requirement set out in the Tender Notice or associated tender documents; or

- c) if the tender offers a price that the Authority considers to be abnormally low for the performance of the Contract. Where the Authority considers that a price offered by a Supplier in its tender is abnormally low, the Authority will notify the Supplier and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the contract for the price offered. The Authority will only disregard the tender if the Supplier cannot satisfactorily demonstrate that it will be able to perform the Contract for the price offered.
- 19. Once the assessment has concluded, the Authority will provide an assessment summary to all Suppliers that submitted valid tenders to:
 - a) inform them whether they have been successful in being awarded the Contract
 - b) provide an explanation of the assessment of the Supplier's tender against the relevant award criteria, in accordance with the requirements of the Act
 - c) where different to the Supplier concerned, provide information in respect of the most advantageous tender submitted, including details of the assessment of this tender against the relevant award criteria and the Supplier's name
- 20. Once the assessment summaries have been provided to the Suppliers that submitted tenders, the Authority will also publish a contract award notice on the Central Digital Platform to commence the standstill period.
- 21. The Authority is allowing a Standstill Period of eight (8) working days from the date of publication of the Contract Award Notice, before entering into the Contract. The Standstill Period ends at 23:59 on the 8th working day after the date of publication of the Contract Award Notice.
- 22. Subject to completion of the standstill period, the competitive tendering procedure will end on 2nd October 2025 and the Authority will enter into the Contract with the preferred Supplier. Publication of a Contract Details Notice on the Central Digital Platform will follow within 30 days of the date on which the Contract is entered into. Where appropriate, a copy of the Contract may also be published on the Central Digital Platform within 90 days.

Procurement timetable

23. The working timetable for the Procurement is set out in the following table. Deadlines for the submission of responses to the Authority are shown in bold. Failure to meet these deadlines will result in a Supplier's submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal.

Date and Time	Procurement Activity	
31 st July 2025	Publication of Tender Notice and associated documentation	
Tuesday, 12 th August 2025 11:00	Deadline for Suppliers to submit any clarification questions to the Authority via the Portal	
18 th August 2025	Responses to clarification questions published	
Wednesday, 3 rd September 2025, 11:00	Tender deadline	
17 th September 2025	Tenders assessed against award criteria	
19 th September 2025	Publication of Contract Award Notice	
8 days	Standstill period	
2 nd October 2025	Execution of contract	
3 rd November 2025	Publication of Contract Details Notice	
2 nd October 2025	Contract start date	

^{24.} Please note that the Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

Contract terms

- 25. The Contract will be based on the Short Form Contract template. Suppliers should review these terms and conditions carefully to take account of all the information and obligations eg TUPE, security, data protection requirements, service levels and KPIs. The successful Supplier will be required to enter into a contract adopting the form of this Contract template. By submitting a Tender, Suppliers agree to be bound by the Contract template without negotiation or amendment.
- 26. The draft contract terms can be found in the attached Short Form Contract, located within the attachments area in Jaggaer for this procurement.
- 27. Term Not Used.

How to respond to this opportunity

Formalities for submission of Tenders

- 28. This section sets out how suppliers should respond to this procurement opportunity using the Central Digital Platform and the Authority Portal (Jaggaer eSourcing).
 - The Central Digital Platform is the place where suppliers will register, input their Core supplier information and generate a share code.
 - The Portal is where suppliers will input their share code to share their Core supplier information with the Authority, and where they will complete their tender submission.
- 29. The Central Digital Platform and the Authority Portal are free to use. Suppliers are advised to complete their Core Supplier Information and Tender responses well in advance of the submission deadline to allow time to request guidance or technical support where it is required.

Central Digital Platform (CDP)

- 30. Detailed guidance and support on how to register and use the CDP can be found here: Information and guidance for suppliers GOV.UK. The Authority recommends that suppliers review this information in detail and complete their registration well in advance of the tender submission deadline specified in the Procurement Timetable.
- 31. To complete registration on the CDP, suppliers will need to submit their 'Core supplier information' (basic information, economic and financial standing information, connected person information and exclusion grounds information).
- 32. Where a Supplier intends to rely on other Suppliers to meet a condition of participation, they should ensure that these other suppliers also register on the CDP and submit their Core supplier information prior to the tender submission deadline. This is because:
 - these suppliers either as consortium members or sub-contractors are
 Associated persons. The Authority will need to determine if the Supplier is an
 excluded or excludable supplier by virtue of an Associated person being an
 excluded or excludable supplier (as set out in section 57 of the Act).
 Collecting an Associated person's relevant information via the CDP will
 support the Authority in determining this.
 - The lead Supplier will be responsible for collecting PDF copies of any Associated person's core supplier information and providing this information to the Authority as part of their submission.
 - 33. Suppliers must note that the CDP does not assess or validate any of their core supplier information and no assurance is undertaken by Cabinet Office. Suppliers are responsible for ensuring their information is up to date, declare that it is correct, and generate a share code to provide that information to the Authority as part of this

- procurement process. Regulation 6 of the Procurement Regulations 2024 requires the Authority to obtain confirmation from Suppliers that the supplier has completed this activity before the end of the tendering period.
- 34. Any queries regarding the CDP should be sent to the Find a Tender Service helpdesk by completing the request for help form: Contact us Find a Tender

Jaggaer eSourcing Portal

- 35. After finding an opportunity on the CDP, to register an expression of interest, the Supplier will need to register on the Jaggaer eSourcing Portal which can be found at: https://beisgroup.ukp.app.jaggaer.com/ (the Portal). If suppliers have any access or registration queries please email: customersupport@jaggaer.com/
- 36. On the Portal landing page, Suppliers should select the ITT icon:

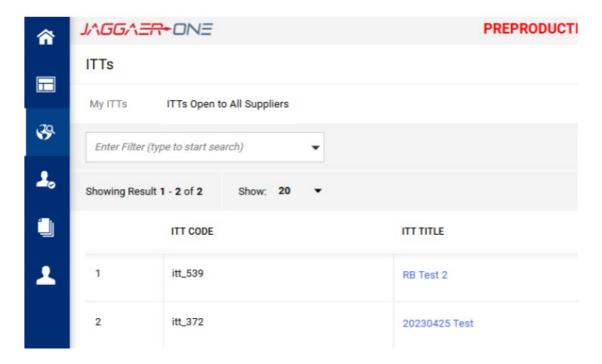
Welcome to the DESNZ & DSIT Group Commercial Portal



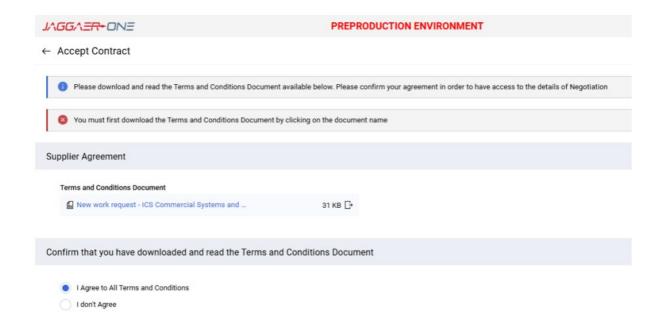
37. There are 2 sub-menu options:

- "My ITT" will show you all ITTs you have been directly invited to as a supplier and any open ITTs where you have indicated an expression of interest
- "ITT Open to all Suppliers" will show you all active ITTs that are being openly competed

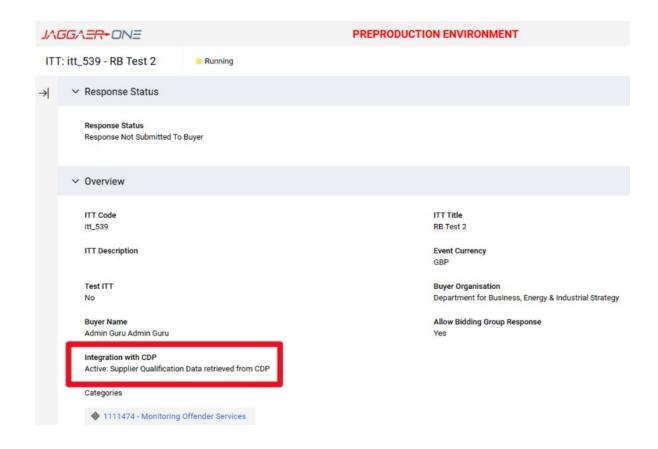
38. The Supplier must select the relevant ITT from the list eg ITT_539:



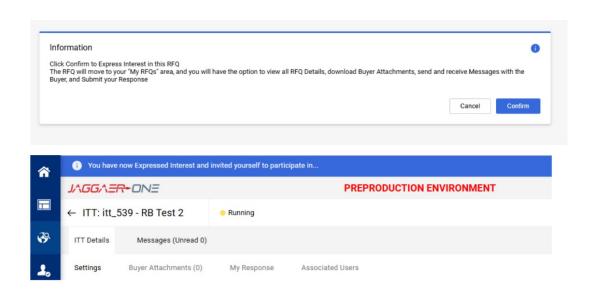
39. Suppliers will need to accept the terms and conditions to proceed:



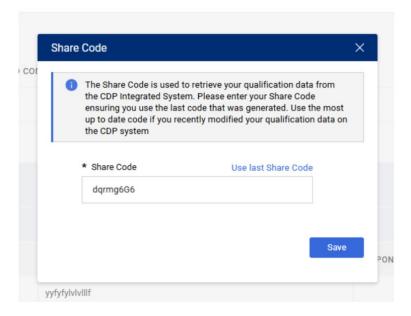
40. This ITT will be configured as "Integration with CDP: Active".



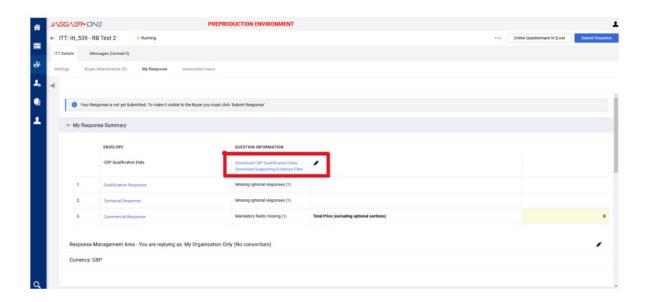
41. The Supplier will be invited to confirm an expression of interest:



42. When the Supplier decides to respond, they will be asked to provide their Share Code, which they will have obtained from the CDP. Any queries regarding the Share Code must be directed to the CDP, not Jaggaer.



43. Once the Share Code has been verified, the CDP Qualification data is downloaded into the response envelope on the Portal, for the Authority to review.



44. Suppliers will be able to re-submit a different share code before the submission deadline if they need to update any of their Core supplier information on the CDP. The Authority will only be able to access the Core supplier information after the submission deadline.

Administration of the Procurement Process

- 45. The Authority will be administering the Procurement process electronically via the Portal. All communications with the Authority must be conducted via the Portal.
- 46. To ensure all the communications relating to the Procurement process are managed properly, the Supplier must provide full contact details of persons whom the Authority may contact in relation to this Procurement. These persons should be able to answer questions regarding the Tender and act on behalf of the Supplier.
- 47. Support is available to help Suppliers to understand and use the Portal or query any issues with the Portal as follows:
 - Freephone helpdesk (0800 069 8630), available Monday-Friday 8am to 6pm (UK time in the English language only); or
 - By emailing: help@bravosolution.co.uk; and Help guides available within the Portal. https://jaggaer.my.site.com/SupplierSupportRequest/s/
- 48. Suppliers must adhere to the following requirements and all other instructions specified in these Instructions to Suppliers when submitting their Tenders. Suppliers are responsible for ensuring they have submitted a complete and accurate Tender response and that all numbers quoted are correct.
- 49. Suppliers must ensure that their registration on the Portal directly relates to the part of the Supplier organisation that submits the Tender (some Suppliers may have several subsidiaries, so registration needs to apply to that part of organisation responsible for the Tender).
- 50. The entity tendering for the Contract must be the party that will enter into the Contract if appointed as the Successful Supplier.
- 51. Suppliers may use the online 'Help for Suppliers' function on the Portal. The content is designed to explain the Portal in business terms, allowing Suppliers to quickly understand the features and benefits of the software. The 'Help for Suppliers' function content is presented by software module, and divided into process activities, for example, ITTs and e-Auctions.
- 52. If Suppliers have any software queries, refer to the 'Help for Suppliers' function in the first instance. If there is still an issue, Suppliers should email or telephone the Portal helpdesk, using the details in paragraph 60 of this Invitation to Tender, with a Tender reference, a clear description of the problem and contact details (ensure that plenty of time is allowed for issues to be resolved prior to any deadlines including the Submission Deadline).
- 53. Do not leave your response until the last minutes/hours before the Submission Deadline. If you experience connection problems, you may miss the Submission Deadline. Late Tenders will not be accepted. It will not be possible to upload any further information after the Submission Deadline. IT problems within Suppliers' systems will not be considered reasonable grounds for late submission of Tenders.

54. Please ensure that you submit your response when completed using the 'submit response' button on the Portal. Failure to do this will result in your Tender not being visible to the Authority.

Inputting information on the Portal

- 55. For security reasons, Suppliers should save progress regularly, because access to the Portal will 'time out' if inactive for about 15 minutes. These are Government requirements to maintain security and Tender integrity and cannot be changed. Failure to save regularly risks losing your work.
- 56. Please ensure that 'pop ups' are not blocked on your browser. The Portal will notify you through a 'pop up' when there is a period of inactivity. This will warn you to click the 'Refresh' link so you are not disconnected from the Portal and lose any unsaved information.
- 57. If the Authority makes any changes to the settings and questions area of a live/running Tender, Suppliers must re-publish their response on the Portal. This is to ensure that changes are brought to the attention of Suppliers. You may receive a message prompt from the Authority. Generally, this will not mean re-entering information, but you should not rely on this as it is each Supplier's responsibility to ensure that responses to each question are uploaded correctly.
- 58. Do not use the 'Back' or 'Forward' buttons on your browser, you could potentially lose your work. Please use the links on the Portal to navigate through the Tender.
- 59. To understand icons, use your mouse to 'hover' over the icon and view the 'ToolTip'. Note that numeric fields will not accept text, spaces, symbols etc. The red asterisk indicates a mandatory field. This must be completed in order for Suppliers to submit their response to the Authority.
- 60. The Tender must be written in English.
- 61. The Tender must include a list of all supporting material.
- 62. Electronic copies of the Tender shall be in a version of MS Word or MS Excel format that can be read on MS Office 365. Note that where versions of MS Word are used that are from a platform that may convert the document, the Supplier has responsibility to ensure the format converts to be viewed on a Microsoft platform, i.e. using Apple Mac version of Microsoft Word.
- 63. Suppliers should use Arial font type and size 11, and text must be in black typeface.
- 64. Suppliers must comply with the word and page count limits specified in the evaluation questions. If a response exceeds the specified limit only the information within the limit will be evaluated.

- 65. Jaggaer relies on the completion of 3 'envelopes' which will contain all the information the Authority requires to evaluate the Tender. All information should be uploaded in accordance with the instructions into the relevant envelope.
- 66. The envelopes are:
 - Qualification Envelope used for gathering information to qualify Suppliers for further evaluation;
 - Technical Envelope used for evaluation of the technical aspects of the Tender; and
 - Commercial Envelope used for evaluation of the financial aspects of the Tender.
- 67. Suppliers must answer all questions and provide all other responses using the relevant templates provided, presenting them in the same sequence and using the same references. All answers must be self-contained, with no cross-referencing.
- 68. The Qualification Envelope will show some information provided when the Supplier registered on the Central Digital Platform and the Portal. The answers provided in that profile will automatically be used to pre-populate some parts of the Qualification Envelope. Suppliers should check this information and will have the opportunity to update these answers if necessary.
- 69. Responses to individual parts of the Technical Envelope are likely to be evaluated by different teams of evaluators and so each of these responses must be capable of evaluation on a stand-alone basis rather than cross-referring to other responses.
- 70. Suppliers should submit their response to each question in an attachment to the text box in the Portal ("Attachment") specifying the word count. Any response in excess of the specified word limit will be disregarded and will not be evaluated.
- 71. If Suppliers wish to include diagrams, charts or other graphic representations they should do so in the Attachment. Words included within diagrams, charts or other graphic representations will count towards the word limit.
- 72. It will be the Attachment only that will be used to evaluate Tender responses against each question, unless an 'additional document' has been specifically requested within the question by the Authority. For the avoidance of doubt, the word count limit shall not apply to the 'additional documents' requested; and
- 73. The text box should be used to label the Attachment only (e.g. "Attachment Response to Question 5.1") and not include the response to any specific question. Any content in the text box will count towards the word count and excess material will be disregarded.
- 74. The Tender must be clear, concise and complete. The Authority reserves the right to award a lower mark to a Supplier or exclude a Supplier from the Procurement Process (as appropriate) if their Tender is not clear, concise and complete. Suppliers should submit only such information as is necessary to respond

- effectively to these Instructions to Suppliers. Unless specifically requested, do not include extraneous presentation materials.
- 75. Tenders will be evaluated on the basis of information submitted by the Submission Deadline specified. Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Authority reserves the right to request the Supplier to submit, supplement, clarify or complete the information or documentation. This right to request clarification is without prejudice to the Authority's rights to reject a Tender.
- 76. The Tender must be submitted by a duly authorised representative of the Supplier.
- 77. All acronyms and abbreviations must be fully explained.
- 78. Do not embed documents within other documents. Instead provide separate electronic copies of the documents, clearly labelled and referenced as necessary.
- 79. While the Portal allows for large individual attachment sizes (max 50MB at a time), it is recommended that you keep Attachments to a manageable size, to ensure ease and speed of access. It is recommended that Suppliers ensure files are well below the maximum size stated above and allow plenty of time to upload, so they have enough time to resolve any technical difficulties before the Submission Deadline. Only attach documents that the Authority has permitted and make sure that you attach them in the correct area.
- 80. Where a "YES", "NO" or "Not Applicable" response is required, please click the appropriate "YES", "NO" or "Not Applicable" statement on the drop-down options bar.
- 81. Where any questionnaire or template response documents are in the form of an Excel or similar spreadsheet, Suppliers should note that certain text (e.g. giving instructions or guidance on completion) within cells may not be visible without opening up the relevant cells. Suppliers are responsible for ensuring they have checked each cell as necessary to identify the full text contained in that cell; and
- 82. Suppliers must not insert or otherwise seek to apply any qualifications or assumptions around any of the matters on which responses are required.

Change in Circumstances

- 83. Suppliers are required to notify the Authority of the occurrence of any of the events listed below, immediately upon becoming aware of any such event. A "Change in Circumstance" means the occurrence of any of the following:
 - any change, or anticipated change, to the information provided to the Authority in respect of the Supplier or any member of the Supplier's Team;
 - any change, or anticipated change, to the identity, control or financial standing of the Supplier or any member of the Supplier's Team; or

- any change, or anticipated change, to the structure of a Consortium or Subcontractor arrangement or any other aspect of the relationship, or proposed relationship, between the Supplier and any members of the Supplier's Team; or
- any other change, or anticipated change, to the circumstances of the Supplier and/or any members of the Supplier's Team, or the basis of its Tender, which may be expected to influence the Authority's decision on the suitability of that Supplier, or any relevant member of the Supplier's Team, to provide the Services.
- 84. Any such notification shall provide full details of the actual, or anticipated, Change in Circumstance.
- 85. The Authority reserves the right, following a Change in Circumstance, to either exclude the relevant Supplier from further participation in the Procurement process, or impose such conditions on the Supplier's continued participation as the Authority considers appropriate, depending on the nature of the Change of Circumstances.

Requests for clarification

- 86. Suppliers will have the opportunity to raise clarification questions relating to the Procurement. These must be submitted via the Portal, no later than the deadline in the Procurement Timetable, to allow the Authority sufficient time to respond prior to the Submission Deadline.
- 87. The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable, or requests submitted via any means other than the Portal.
- 88. Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will share with all other Suppliers: the clarification question raised and the Authority's response, (except for those deemed confidential). The Authority will not reference the identity of the Supplier which submitted the clarification question.
- 89. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential. It will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
- 90. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.

91. A Question and Answer (Q&A) log will be published on the Portal and updated as required. It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

The assessment process and award criteria

Overview

- 92. This section of the Instructions to Suppliers sets out the criteria that the Authority will use to evaluate Tenders.
- 93. Suppliers are required to submit a Tender strictly in accordance with the requirements set out in these Instructions to Suppliers, to ensure the Authority has the correct information to make the evaluation. If a Tender is equivocal or unclear, the Authority may clarify the equivocal or unclear part, (without prejudice to its rights to be able to treat the Tender as non-compliant and reject the Tender), if it relates to the Qualification Envelope or the Technical Envelope or the Commercial Envelope. The Supplier may be awarded a lower score or a nil score if it is equivocal or unclear as to how the Tender meets the specified criteria.

Tender Submission Requirements

- 94. Each Supplier will be required by way of its Tender submission to the Authority to submit, via the Portal, three (3) "envelopes" as follows:
- a) The Qualification Envelope must be fully completed to confirm the tendering model proposed by the Suppliers. Suppliers must pass the eligibility questions in order to qualify for the Technical Envelope and the Commercial Envelope. In addition, the supplier selection and exclusion questions assess the ability and suitability of Suppliers to deliver the Authority's requirements;
- b) The **Technical Envelope** must be fully completed and all questions responded to as directed. Suppliers' responses will be used for assessing an overall "Quality" score in relation to each Tender that has fully complied with the Qualification Envelope. Where questions are included but not scored as part of the Quality evaluation, this is clearly indicated within the Technical Envelope with a maximum score of zero;
- c) The Commercial Envelope must be fully completed and all questions responded to as directed using the Pricing Proposal template on the Portal in accordance with the guidance therein. The Suppliers' completed Pricing Proposal template must be uploaded by Suppliers and will be used by the Authority for assessing an overall "Price" score in relation to each Tender that has fully complied with the Qualification Envelope.

The Qualification Envelope – Procurement Specific Questionnaire (PSQ)

95. The PSQ provides a framework for collecting information specific to individual procurement exercises. The PSQ which can be found on the Portal and at Appendix I, includes information on the questions in the Qualification Envelope. In the case of a Consortium/Sub-contractor Tender structure, only the lead Supplier will have access to the Portal and should complete the PSQ on the Portal. If a Supplier is proposing to sub-contract part of the Contract and in doing so will rely on the capacity of a Sub-contractor to fulfil the selection criteria in the PSQ then the Sub-contractor must complete Parts 1 and 2A of the PSQ using the template PSQ at Appendix I. Consortium members (other than the lead of the Consortium) must also complete Parts 1 and 2A of the PSQ using the template PSQ at Appendix I. The lead of the Consortium must complete the PSQ on the Portal and submit it with the Annexes provided by the other Consortium members. Further guidance on completion of the Qualification Envelope is included in the Qualification Envelope on the Portal.

Part 1 of the PSQ - Core Supplier Information

- 96. Regulation 6 of the Procurement Regulations 2024 requires the Authority to obtain confirmation from Suppliers before the end of the tendering period in Competitive Tendering Procedures that:
 - a) the Supplier has registered on the Central Digital Platform (CDP);
 - b) submitted core supplier information on the CDP; and
 - c) provided that information to the contracting authority via the CDP.
 - 97. Core supplier information comprises basic information about the Supplier, economic and financial standing, information about the Supplier's connected persons and exclusions information about the Supplier and its connected persons.

Part 2 of the PSQ – Additional exclusions information, including:

- Part 2A identification of the Supplier's associated person(s); and confirmation that each associated person's: basic information, connected person(s), and exclusion grounds information has also been shared via the CDP,
- **Part 2B** confirmation of the Supplier's intended sub-contractors, their unique identifier, description of intended role in the contract and confirmation if any intended sub-contractor is on the debarment list.
- 98. The Authority recognises that arrangements, in relation to a Consortium and/or use of Sub-contractors, may be subject to change and may, therefore, not be finalised until a later date. The lead organisation of a consortium should notify the Authority immediately of any Change of Circumstances or proposed Change of Circumstances, in relation to the structure of the parties that form a Consortium. Suppliers should ensure a completed **Part 1** and **Part 2** is returned by the

Submission Deadline for any new organisation relied on to meet the selection criteria in the PSQ. The Authority's rights following a Change of Circumstances is as specified in paragraph 89.

Part 3 of the PSQ – Procurement Specific Questions relating to conditions of participation

Part 3A – Standard Questions relating to financial and legal capacity.

Part 3B – Central Government procurement specific questions

- 99. The Authority is entitled to establish minimum standards of financial and legal capacity which must be met by Suppliers. By submitting the PSQ, Suppliers confirm that they are able to meet the minimum standards and that they are able to provide the information requested at **Part 3**.
- 100. If the relevant documentary evidence referred to in the **Part 3** is not provided upon request by the Authority, the Authority reserves the right to reject the Supplier from the tender process.

Notes for Completion

- 101. In these Instructions to Suppliers (including the PSQ), where there is reference to "You"/"Your", this refers to the Supplier. The completed PSQ must identify the entity/entities that will be in the Supplier's Team and (if applicable) the lead Supplier or the lead member of a Consortium. This section of the PSQ/Qualification Envelope is required to provide the Authority with the necessary details to understand the nature of the organisation(s) and legal entity of the Supplier(s) which are participating in this Competitive Tendering Procedure and have completed the PSQ including the legal entity/legal entities which is/are responsible for the information provided.
- 102. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, Suppliers should state "N/A". Should you need to provide additional information in response to the questions in the PSQ, please submit a clearly identified attachment to your response.

Consequences of Misrepresentation

103. If you misrepresent any information in the completed PSQ and so induce the Authority to enter into a Contract, there may be significant consequences. You will be excluded from the Procurement Process and may be prevented from bidding for other contracts with the Authority for three (3) years. If a Contract has been entered into you may be sued for damages and the Contract may be rescinded. If fraud, fraudulent intent or bribery can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you will be excluded from further procurements for five (5) years.

The Technical Envelope - Qualitative Questions

- 104. The technical envelope contains the qualitative tender evaluation questions, which assess the Supplier's proposal to deliver the Authority's requirements. The information provided by Suppliers, enables the Authority to carry out a qualitative evaluation of the Tender against the pre-determined quality element of the Award Criteria.
- 105. Suppliers must submit responses to the questions on the Portal which directly correspond with the quality element of the Award Criteria. The quality element of the Award Criteria is made up of the main criteria and sub-criteria by which the Tender will be evaluated.

Qualitative Scoring Methodology

- 106. The Qualitative Questions set out in the Technical Envelope assess the Suppliers' technical and professional ability.
- 107. The responses to the ITT Qualitative Questions will be scored against the criteria using the scoring set out below:

Score	Definition	
1 Poor	The response is substantially incomplete or fails to answer the question and demonstrates a poor/no understanding of the criteria. There are major weaknesses in the proposals for meeting the relevant requirement(s) or other elements of the Specification with no explanation or evidence.	
2 Limited	The response fails to meet significant parts of the question and demonstrates a limited understanding of the criteria. There are significant weaknesses in the proposal for meeting the relevant requirement(s) or other elements of the Specification with insufficient explanation and evidence.	
3 Satisfactory	The response meets some parts of the question and demonstrates an adequate understanding of all of the criteria. The level of detail provided is generally adequate for meeting the relevant requirement(s) or other elements of the Specification, though there are weaknesses in relation to specific elements or a lack of supporting evidence.	
4	The response meets most parts of the question and demonstrates a strong understanding of the criteria.	

Good	There is a sufficient level of detail and supporting evidence, though there are some minor weaknesses in the proposals for meeting the relevant requirement(s) or other elements of the Specification.
5 Excellent	The response fully answers the question and demonstrates an excellent understanding of the criteria. The response demonstrates an ability to deliver to a high standard and includes comprehensive detail and supporting evidence. There are no weaknesses in the proposals for meeting the relevant requirement(s) or other elements of the Specification.

108. Qualitative questions will be scored against the above criteria. Additionally, Suppliers require a minimum score of 2, unless otherwise stated in the award criteria set out below in 'Weighting Methodology', in all criteria to be eligible for award.

Weighting Methodology

- 109. The weighting applies to the overall question and the Supplier should ensure any areas highlighted by the bullet points are covered within the overall response. No individual bullet point has a separate weighting and, subsequently, does not have a greater or lesser impact on the overall question, which will be assessed as a whole. Information will be evaluated against the pre-determined criteria as stated in this document.
- 110. Suppliers' Tender Responses will be scored in accordance with the scoring criteria set out below which reflect the relative importance of each question to the Authority. The Qualitative Questions relating to the Service can be viewed in the Portal.
- 111. The score awarded for each question will be multiplied by its respective weighting shown in the table below to give a total score. The maximum score available in respect of the Qualitative Questions is 5. The different weightings reflect the relative importance of each question to the Authority.

Award Criterion	Description	Weighting
1.	Understanding the requirements	15
	 a. Demonstrate your understanding of the project environment, detailing any knowledge relevant to the project and policy area, including any data sources or research relevant to the project b. Explain your interpretation of the project and what is required 	

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	 c. Explain how you will ensure the successful delivery of this project within the working environment d. Demonstration of strong understanding of electrical safety and wiring regulations, and other applicable standards and compliance frameworks e. Demonstrate your awareness of fire safety risks and other hazards associated with plug-in solar and how these will be considered and addressed during the study. This question is limited to 2 sides of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm. 	
0	Tacked an arrange and mostly adalogue	0.5
2	a. Please clearly explain and give reasoning for your proposed methodology and approach to achieving the objectives and delivering the outputs highlighted in the specification. b. Please indicate the resources that will be utilised, outlining a clear justification as to why your chosen approach will provide the best outcome c. Please outline and justify the standards against which you intend to test d. Please outline and justify the tests you intend to conduct e. Please outline which systems that you intend to test, justifying the number of them and their specifications to demonstrate relevance for this purpose f.Please detail any methodological and technical challenges envisaged and how these will be overcome g. Describe how you will come to a conclusion in your final report as to the suitability of plug-in solar in the UK and any changes needed to existing European product specifications to make plug-in solar safe for sale in the UK.	25

	This question is limited to 4 sides of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.	
3.	Ability to deliver – facilities and resources	20
	 a. Please outline the established or recognised standards against which the work will be carried out (e.g. UKAS accredited lab) and the range of tests that can be handled at your test facility b. Please explain how you will access and/or create a relevant test environment c. Please explain how you will access the relevant equipment required for the study This question is limited to 2 sides of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 	A minimum score of 3 is required in this question in order to be considered eligible for award.
	2.54cm.	
4.	Ability to deliver – skills and expertise	25
	 a. Please demonstrate how your skills and knowledge will ensure that you deliver the requirements necessary for successful completion of the project b. Please explain how you will maintain your ability to deliver these through the lifetime of the project c. An organogram showing project team structure with project team roles and responsibilities, including key subcontractors if applicable d. An explanation of how each individual will contribute to the project in terms of responsibilities and days. e. Please include CVs of key individuals f. Please provide details of any previous engagement with UK safety and 	

	electrical regulatory bodies (e.g. IET, OPSS, HSE) f. If subcontracting any part of this contract, please provide details of any work that would be subcontracted, including justification for subcontracting and qualifications of the subcontractor This question is limited to 4 sides of A4 excluding CVs. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.	
5.	Project management	15
	 a. Please provide details of how you plan to manage this project from contract commencement to contract completion. b. Please identify key potential challenges that may be faced during project delivery, including sourcing suitable hardware and potential regulatory pushback, with an appropriate approach to managing and resolving these effectively c. Please provide a detailed timetable based on your proposed approach and method, setting out key milestones, work packages, deliverables and dependencies e. Please provide a risk register and highlight the top 3 risks associated with this project and how you plan to mitigate these f.Please provide details of how you will keep the customer updated on the progress of the project, including how often you will report, the format you will use to report, how you will work flexibly with the customer to ensure successful delivery, the main point of contact for the customer 	
	 g. Describe how you will maintain high quality in all deliverables h. Describe how you will monitor and manage this project to ensure it is delivered in terms of quality, timeliness, and cost. If subcontracting, please 	

	explain how you will monitor and manage subcontractors to ensure the deliverables are still met.	
	This question is limited to 4 sides of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.	
Total		100%

The Commercial Envelope

Price Methodology

- 112. The price given will be used to determine the final ranking of bids as in paragraphs 122-124.
- 113. If it appears to the Authority that any Tender may be abnormally low, then the Authority may ask the Supplier to explain its price or costs. If following the Supplier's explanation, the Authority is not satisfied with the Supplier's account for the low level of price or cost in the Tender, the Authority may treat the Tender as non-compliant and reject it.
- 114. Financial information should be submitted by Suppliers using the Pricing Proposal template on the Portal. Further details on how to complete this Commercial Envelope can be found in the Pricing Proposal template on the Portal.

Additional Financial Information

115. Not used

Award Criteria

- 116. The Supplier must pass all eligibility questions and conditions of participation in the Qualification Envelope provisions in accordance with paragraphs 95-103 and as specified in the Procurement Specific Questionnaire (PSQ) except where the Authority specifies it may exercise its discretion. Any Supplier that does not pass all of the questions within the PSQ, except where the Authority has specified that it may exercise its discretion, will be rejected from the Open Procedure and will not be able to proceed any further.
- 117. The Authority will score eligibility questions as described in Parts 1, 2 and 3 of the PSQ. To score a "pass", the Tender Response must adequately address all key points and include supporting evidence/information.
- 118. Any Supplier that answers "Yes" to any of the questions in Part 1 and Part 2 of the PSQ is given the opportunity to provide evidence of the circumstances and any remedial action that has taken place subsequently to rectify the situation in each case, which is known as "Self-Cleaning". The responses must give a reasonable degree of confidence that the Supplier meets the conditions of participation.
- 119. In the event that the evidence presented does not provide a reasonable degree of confidence that the Supplier meets the conditions of participation, the score for the relevant question(s) will remain a "fail", and the Authority will treat the Tender as non-compliant and reject it.

- 120. All tenders which meet the conditions of participation as set out in the PSQ will be evaluated in accordance with the criteria specified in the Technical Envelope and Commercial Envelope ("Scored Questions").
- 121. The award criteria will be based on the most advantageous tender (MAT) using a Price per Quality Point (PQP) model, which assesses the quantitative relationship between the Supplier's quality score and price. The Authority will produce a final ranking of the Tender Responses, taking into account any adjustments made following any clarifications by the Authority.
- 122. To determine the final ranking of the tenders, a Price per Quality Point Score will be calculated for each assessed Tender by:
- a) Dividing the Total Contract Price, by
- b) The total Quality (Technical) Score
- c) to calculate a final Price per Quality Point Score

The PQP Score will be rounded to 2 decimal places.

123. The following table illustrates, by way of an **example only**, how the PQP Score is calculated:

	Bid A	Bid B
a) Total Contract Price	£7,000,000	£7,000,000
b) Total Quality (Technical) Score	560	540
c) Price Per Quality Point Score	£7,000,000/560 =	£7,000,000/540 =
(a / b)	12,500	12,962.96

- 124. The Supplier with the lowest overall PQP Score will be awarded the contract. In the example above, Bid A has the lowest PQP Score and would be awarded the contract over Bid B.
- An overall weighted score for the "Quality" criterion referred to (out of the maximum of 100%) will be determined by reference to the detailed sub-criteria and scoring mechanism described in the Technical Envelope.
- An overall weighted score for the "Price" criterion referred to (out of the maximum of 100%) will be determined by reference to the scoring mechanism described in the Commercial Envelope.
- The Authority may seek independent financial or other advice to validate any information provided by Suppliers, or where otherwise considered necessary to assist with any evaluation of Tenders.

Conclusion of the Contract

125. The conclusion of a Contract with the Successful Supplier will be subject to the Authority's internal approval processes.

Appendix A: Procurement terms and conditions

Procedural requirements

1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority's sole discretion.

Central Digital Platform

2. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and about any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform or has difficulty providing accurate and up-to-date information via the Central Digital Platform.

Transparency

- 3. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
- 4. All central government departments are subject to controls and reporting within government. In particular, they report to various government bodies including but not limited to the Cabinet Office and HM Treasury for all expenditure. The Authority reserves its absolute right to share within government any of the documentation and information submitted by Suppliers during this Procurement (including any information that a Supplier considers to be confidential and/or commercially sensitive).
- 5. Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement, to any third party engaged by the Authority for the specific purpose of assisting the Authority in assessing the Supplier's submission. In providing such information, the Supplier consents to such disclosure.

Modifying the Procurement

6. Neither the Tender Notice, this document, nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.

- 7. The Authority reserves the right to cancel the Procurement at any point, or to choose not to award any contract as a result of this Procurement.
- 8. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.
- 9. The Authority reserves the right at any time:
 - a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A
 - b. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information. Failure by a Supplier to respond adequately may result in their tender submission being rejected
 - c. to alter the Procurement Timetable for this Procurement
 - d. to rewind and re-run any part of the Procurement on the same, or alternative, basis
 - e. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage

Option to direct award

10. In accordance with section 43 of the Act, the Authority reserves the right to switch from a competitive tendering procedure to the direct award of this contract, where no suitable tenders have been received in that competitive tendering procedure and the Authority considers that the award of a contract using a competitive tendering procedure under section 19 is not possible in the circumstances.

Confidentiality and publicity

- 11. Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time, except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
- 12. Suppliers must not take part in any publicity activities with any part of the media about this Procurement, without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage, including format and content of any publicity.

Freedom of information and environmental information

- 13. The Authority is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA or the EIR.
- 14. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:
- a. clearly identify which information is considered commercially sensitive and complete the table contained within Appendix H
- b. explain the potential implications of disclosure of such information
- c. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive
- 15. The Authority will endeavour to:
- a. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive
- b. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received
- 16. Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

Requirements on sub-contractors and consortium

17. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium, or with any parties which are relied on in order to satisfy the conditions of participation, relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier's exclusion from the Procurement.

Open Book Contract Management (OBCM)

18. Suppliers should be aware that the Authority will operate Open Book Contract Management (OBCM) to scrutinise the supplier costs and margins through the reporting of, or access to, accounting data. Tier 1 will be used.

19. This transparency allows both parties to be clear on the suppliers' charges, costs and planned return. It also provides a basis to be able to review performance, agree the impact of change and to bring forward ideas for efficiency improvements.

Parent company guarantee or other securities

- 20. The Authority reserves the right to require a parent company guarantee, or alternative equivalent form of security, should the Supplier be successful in this Procurement.
- 21. Where the Supplier's parent company is incorporated outside the United Kingdom, the Authority will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier's own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.
- 22. Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate, having regard to the financial assessment undertaken during this Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's exclusion from the Procurement.

Non-collusion, non-canvassing

- 23. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.
- 24. Specifically, Suppliers must not directly or indirectly at any time:
- a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member, insurance provider or provider of finance
- b. enter into any agreement or arrangement with any other person, as to the form or content of any other submission, or offer to pay any sum of money or valuable consideration to any person, to effect changes to the form or content of any other submission
- c. enter into any agreement or arrangement with any other person, that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
- d. canvass any employees, members or agents of the Authority in relation to this Procurement
- e. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission

- f. carry out any other co-operation or collusion with another Supplier or any other person, which the Authority considers capable of undermining fair competition
- 25. Suppliers are required to complete and return Appendix G (Certificate of non-collusion and non-canvassing) noting that the Authority will be entitled to rely on the information provided in the certificate.

Conflicts of interest

- 26. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Authority or its advisers. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest.
- 27. In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
- a. exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
- b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process
- 28. The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Conflict assessments

29. The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

Intellectual property

30. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

Ethical walls agreement

31. As a condition of participating in this Procurement, Suppliers will be required to sign and return a copy of the ethical walls agreement contained in the attachment section on Jaggaer by the deadline stipulated in the Procurement timetable (bid

- deadline). Any Supplier that fails to comply with this requirement may be disqualified from the Procurement at the discretion of the Authority.
- 32. In accordance with the terms of the ethical walls agreement, Suppliers must notify the Authority immediately in writing where an unfair advantage or a perceived, potential or actual conflict of interest exists between the Supplier (in this context this includes but is not limited to any consortium member, subcontractor and/or advisers of the same) and the Authority and/or its advisers. Any Supplier that fails to comply with this requirement may be disqualified from the Procurement at the discretion of the Authority. These conditions are without prejudice to the obligations within the ethical walls agreement.

Anti-competitive behaviour

- 33. Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
- 34. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
- 35. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Contract

- 36. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
- 37. The Supplier's final tender submission must remain valid for acceptance for a period of 90 days from the date of its submission or until any procurement challenge/s have been resolved.

Supplier withdrawal

38. Suppliers may withdraw from the Procurement at any time before the tender submission deadline, by providing written notification to the Authority via the Portal.

Modifying your tender

39. Suppliers may modify their submitted tender prior to the submission deadline. The Authority will not open tenders until after the submission deadline set out in the Procurement Timetable.

Supplier eligibility

- 40. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents, apply to the Procurement at all times.
- 41. The Authority reserves the right to require any Supplier to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the ITT, including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
- 42. The Authority must be notified in writing via the Portal promptly, of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract, so that the Authority may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

Supplier warranties

- 43. In responding to this invitation, the Supplier warrants, represents and undertakes to the Authority that:
- a. it understands and has complied with the conditions set out in this document
- b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document
- c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)
- d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority

- 44. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
- a. the Authority may exclude the Supplier from participating in this Procurement
- b. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
- c. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages
- d. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

Third parties

45. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

Applicable law

- 46. The laws of England and Wales are applicable to this Procurement.
- 47. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

Appendix B: The Authority's detailed requirement

Background

Plug-in solar (also known as balcony solar) is a low-cost do-it-yourself (DIY) solution to domestic solar installation. The electricity generated by the solar panels is then used to power home appliances, with any extra being sent back to the grid. Installation can be done without the need for an electrician, therefore eliminating installation costs. The panels are simple to set up and can be fastened to balconies, external walls, or set up in the gardens. The size of systems is limited by regulations in each country as domestic wiring is not usually designed to cope with very high power.

Plug-in solar was first popularised in Germany and moved on from a niche pursuit by enthusiasts to now a booming industry as energy prices increased. In 2019, the German government enacted the first technical regulations for plug-in solar devices, allowing balcony solar systems to use standard electrical plugs and feed into the grid.

The technology is more accessible than traditional rooftop solar panels due to its lower cost and less restriction on placement. Plug-in solar typically cost between £350 - £1000 for one to three panels, compared to £4,000 - £9,000¹ for typical rooftop solar installation. Internal analysis estimated that the annual bill savings and payback period for a plug-in system where the power is used by the consumer is around £150-£250 and 4-6 years, respectively. When the power is exported, with a SEG tariff², savings is estimated to be £125-£175 with payback period of 6-8 years. After the payback period, households can benefit from continued 'free' electricity generation, further increasing long-term savings. As the panels can be unplugged, they are particularly suitable for renters and those living in temporary accommodation, therefore opening up the solar market to a much wider range of households.

Increased access to domestic solar will help to push closer to the Government's Clean Power 2030 target as well as diversifying the energy portfolio. If 5% of UK households adopt a standard 800 W systems, this would represent over 1.1 GW of installed capacity. This is almost 4% of the required remaining 28-30GW which needs to be installed by 2030. It also gives a wider proportion of the public the opportunity to be a part of the green revolution, doing their bit for the environment, whilst also feeling more in control of their electricity.

¹ Based on a cost scenario range of £1000/kW-£2,200/kW (rounded to nearest £100) from 'Costs and benefits of solar PV', LCP Delta, August 2023

² 15p/kWh SEG tariff and 50% self-consumption. Based on Octopus Fixed Export tariff, November 2023 - https://octopus.energy/smart/outgoing/

In the UK, plug-in solar is not compliant under the G98 regulations and BS7671. The G98 conflicts can be resolved through the use certified inverters but the standard also requires a dedicated electrical circuit to ensure proper isolation and protection. BS7671 does not allow AC to be live at plug pins and there is also requirement for an isolation switch and installation by an electrician.

However, G98 and BS7671 do not explicitly prohibit plug-in solar and modern inverters typically have integrated safety systems that align with these standards. For example, solar panel generation is only activated when 230V AC is detected at the inverters (mains voltage), ensuring there is no power unless a stable grid connection exists. There is also a delay of several seconds after appropriate voltage detection before the inverter begins to export power. Furthermore, the UK's plug socket could potentially be fitted with a mechanical switch preventing removal while live providing an extra layer of safety.

However, risk perception is high in the UK regardless of this due to the novelty of plug-in solar and lack of formal approval and guidance. This will impact initial uptake and acceptance by regulators and industry stakeholders. This can be mitigated with the correct regulations, and a safety study would be beneficial to establish what these are.

This safety study is aimed to unlock opportunities for plug-in solar in the UK and has been included as Action 2 in the recently published Solar Roadmap³, a joint government-industry publication aimed at unblocking barriers to meeting the Clean Power 2030 targets for solar.

Scope and Requirements

The objective of this study is to assess whether plug-in solar PV connected to certified inverters can be safely deployed in the UK without socket or building wiring modifications. The study will assess technical, regulatory, and practical feasibility, and make clear, evidence-based recommendations for plug-in solar PV in the UK. It may also consider public and institutional risk perceptions, and how technical standards, labelling, and consumer guidance can help mitigate these.

The following outlines the scope of the study but bidders are expected to go into more detail in their own proposed methodology which would play to their relative strengths within the available budget and timeline:

- 1. Evaluate compliance with existing regulations:
 - Review relevant UK standards, including BS7671 and G98, with particular attention to protection against overload, short circuit, and backfeeding.
 - Map key points of non-compliance with the relevant UK standards identified and develop potential pathways for mitigation such as maximum capacity, certification requirements for inverters, plug design adaptations, installation restrictions and circuit protection.

³ https://www.gov.uk/government/publications/solar-roadmap/solar-roadmap-united-kingdom-powered-by-solar-accessible-webpage

- The supplier may be expected to engage with relevant regulatory bodies (e.g., the IET, HSE, and the Office for Product Safety and Standards) to ensure alignment with current safety expectations and regulatory requirements.
- Where appropriate, draw on international precedents, for example, the German regulatory experience and standards (e.g. DIN VDE 0100-551-1).

2. Laboratory testing:

- Obtain at least 3 representative plug-in solar systems currently sold in Europe from different manufacturers for testing.
- Create a test rig replicating UK domestic circuits (ring and radial, BS1363 socket) and realistic domestic load profiles.
- Conduct safety testing on each system under normal and fault scenarios, including overload, load switching, backfeeding, inverter fault, short circuit, grid failure, thermal and fire hazards. All test data should be documented.
- Evaluate whether additional hardware or mechanisms can sufficiently mitigate safety concerns, such as current-limiting plugs and smart inverters.
- 3. Recommend technical and regulatory adaptations for safe use of plug-in solar PV:
 - Detailed recommendations and amendments for updates to BS7671, G98 and other associated regulations if applicable
 - If applicable, identify certification pathways and safety labels that could enable compliant deployment without requiring hardwired installations.
 - Propose practical guidance for manufacturers, installers, and consumers.
 - Any recommendations should consider how information could be communicated to non-technical users to encourage safe deployment.

Skills

- Expertise in electrical engineering (core skill)
- Proven experience in relevant laboratory testing and data analysis
- Familiarity with standards and regulatory compliance, in particular the IET Wiring Regulations
- Strong understanding of solar PV systems and inverter technologies
- Experience with safety and risk assessment
- Experience working with or engaging with UK safety and regulatory bodies

Outputs / Milestones

Month 1: Literature review, regulatory compliance mapping, initial, engagement with relevant regulatory stakeholders

Month 2: Lab test rig design and validation and test plan

Month 3: Lab testing and draft report

Month 4: Final report and presentation

Deliverables:

- Final report that will provide a detailed description of the lab safety test protocol and results, proposed technical specifications for compliant systems, and recommendations to regulators, manufacturers, installers and consumers on how plug-in solar can be safely deployed in the UK.
- Technical annex
- Presentation slides a final presentation of the study's findings to DESNZ summarising the key outcomes and recommendations.

Ways of Working

- Kick off meeting
- Biweekly check-ins with DESNZ to review progress
- Regular discussions with key stakeholders
- Final presentation to DESNZ

Conflicts of Interest

Any links to solar PV, plug-in solar, and inverter manufacturers, suppliers, or installation providers must be declared.

Challenges / Risks

Technical

 Testing may reveal specific risks that require more complex mitigations or cannot be adequately mitigated without significant modifications and/or professional installations. This will limit the mass deployment of plug-in solar in the UK

Time and cost:

 Complexity in creating reliable test rig and sourcing suitable hardware could result in project slippage and increased costs

Regulatory uncertainty:

 Consensus with regulatory bodies may take longer even if safety can be demonstrated due to broader concerns

Use of Al

Any use of AI should be documented. AI should not be used to replace expert judgement in analysis of tests or provide technical recommendations.

Appendix C: KPIs

Table of KPIs

Key Performance Indicator	Target
Number of representative plug-in solar PV systems tested	Minimum 3 systems
Number of applicable UK standards included in safety and compliance mapping	100% of relevant standards identified and mapped
Test rig validated for safety, consistency, and relevance to UK household	100%
Test protocols validated and repeatable across all systems	100%
Percentage of systems tested against all core safety categories	100%

Appendix D: Glossary

Defined term	Definition
Act	means the Procurement Act 2023.
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
Authority	means [insert organisation title]
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Competitive Flexible Procedure	means the competitive flexible procedure as defined by section 20 of the Act.
Contract	means the contract to be entered into by the Authority with the successful Supplier.
Key Performance Indicators or KPIs	means the key performance indicators (KPIs) set out in Appendix C.
Portal	means the [insert title of portal] portal used by the Authority for the purposes of this Procurement and which can be accessed here: [insert link to portal].
Procurement	This Competitive Flexible Procedure procurement process.
Procurement Timetable	The timetable for this Procurement as set out in this document.
Service Credits	means the service credits set out in Appendix C.
Service Levels	means the service levels set out in Appendix C
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement
Tender Notice	means the tender notice with reference [insert reference] published on [insert date] on the Central Digital Platform

Appendix E: Form of tender

Dear Sir or Madam

Form of tender

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the invitation to submit final tenders supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

Included within this document are the following:

Checklist for tenderers

List all documents to be submitted.

Document number	Document name	Included (Y/N)
	Appendix F: Certificate of non-collusion and non-canvassing	
	Appendix H: Form of tender	
	Appendix I: Commercially sensitive information	

Note: If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

[I/We confirm that I/we can supply the contract as specified in our response to the invitation to submit tenders and in accordance with the financial model response submitted.]

[I/We confirm that we accept the terms of the draft Contract as issued with the Invitation to submit final tenders.]

I/We understand that the Authority reserves the right to accept or refuse this tender in accordance with the Procurement Act 2023 and/or the invitation to submit tenders.

I/We confirm that all information supplied to the Authority and forming part of this [final tender] and any previous submissions is true and accurate.

I/We confirm that the Supplier, together with all Associated Suppliers:

- are registered on the Central Digital Platform
- have ensured their information contained on the Central Digital Platform is true and accurate

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Authority immediately and update such information should this be required.

I/We confirm that this [final tender] will remain valid for 90 days from the date of this form of tender or until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the invitation to submit tenders and the draft Contract.

I/We understand that non-compliance with the requirements of the invitation to submit final tenders or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from (further) participation in the Procurement.

I/We agree that the Authority may disclose the Supplier's information/documentation (submitted to the Authority during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

Signature	
Name (print)	
Position	
Supplier name	
Date	

Appendix F: Certificate of non-collusion and non-canvassing

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of the Authority in connection with this Procurement and the proposed award of the contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of the Authority in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The Authority must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

- 1. communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
- 2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Authority or as to the amount of any offer submitted by them during the course of this process
- 3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract
- 4. commit any offence under the Bribery Act 2010
- 5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

Signature	
Name (print)	
Position	
Supplier name	
Date	

Appendix G: Privacy Notice

This notice sets out how we will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

Your Data

We will process the following personal data:

- names and contact details of employees involved in preparing and submitting the bid;
- names and contact details of employees proposed to be involved in delivery of the contract;
- names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

Purpose

We are processing your personal data for the purposes of the tender exercise described within the remainder of this Invitation to Tender, or in the event of legal challenge to such tender exercise.

Legal Basis of Processing

The legal basis for processing your personal data is that processing is necessary for the performance of a task carried out in the public interest, or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

Recipients

Your personal data will be shared by us, with other Government Departments or public authorities where necessary, as part of the tender exercise. We may share your data if we are required to do so by law, for example by court order or to prevent fraud or other crime.

Retention

All tenders will be retained for a period of 6 years from the date of contract expiry, unless the contract is entered into as a deed, in which case it will be kept for a period of 12 years from the date of contract expiry.

Your Rights

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

International Transfers

Your personal data will not be processed outside the UK or EEA.

Complaints

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office

https://ico.org.uk/make-a-complaint/data-protection-complaints

0303 123 1113

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

Contact Details

The data controller for your personal data is the Department for Energy Security and Net Zero.

You can contact the Data Protection Officer at: $\underline{\text{dataprotection@energysecurity.gov.uk}} \text{ or } \underline{\text{dataprotection@dsit.gov.uk}}$

Appendix H: Procurement Specific Questionnaire

1 PSQ Explainer (for suppliers)

- 1. Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity.
- 2. The Procurement Specific Questionnaire (PSQ) has been designed to help contracting authorities ensure that suppliers share the right information when participating in a procurement. This is separate from the formal tender submission (on how the supplier proposes to meet the tender requirements). The PSQ consists of three parts:
- 3. Part 1 confirmation of core supplier information: suppliers participating in procurements will now be expected to register on a central digital platform (CDP). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at https://www.gov.uk/find-tender. Part 1 provides confirmation that suppliers have taken these steps.
- 4. Part 2 additional exclusions information: procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons⁴) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
- 5. As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement's conditions of participation. These could either be consortium members or key subcontractors (but excludes any guarantors). These suppliers are 'associated persons' and their exclusions information must be shared with the contracting authority. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).

⁴ Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the supplier.

- In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.
- 7. If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.
- 8. **Part 3 conditions of participation**: contracting authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier's legal and financial capacity or their technical ability.
- 9. Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the contracting authority. This might include a pass or fail mechanism, or a threshold which the supplier must meet. Under certain procurement processes, a contracting authority might use the information shared via the PSQ as part of a selection process to limit the number of participating suppliers. For example, inviting the five suppliers that submitted the highest scoring responses. Where this is the case, the contracting authority will outline the maximum number of suppliers, and the criteria used to select the limited number of suppliers, in their tender notice (section 20(4)(a) of the Procurement Act and regulation 19(2)(d) of the Procurement Regulations 2024).
- 10. Suppliers should note that contracting authorities have legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to:
 - details of the winning supplier's associated persons
 - details of the winning supplier's connected person information
 - for certain procurements over £5 million, details of unsuccessful bidders
- 11. Where a supplier is unsure or requires any clarification, they should check with the contracting authority.

No. Question

Preliminary questions

1. What is your name? (supplier name)

[Insert name]

2. You must be registered on the central digital platform (CDP).

What is your central digital platform unique identifier?

[Insert unique identifier]

3. Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.

If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:

- a. the name of the group/consortium
- b. the proposed structure of the group/consortium, including the legal structure where applicable
- c. the name of the lead member in the group/consortium
- d. your role in the group/consortium (e.g. lead member, consortium member, subcontractor)

[Insert information]

4. **[Where applicable]** Please confirm which lot(s) you wish to bid for?

[Insert details]

5. Are you on the debarment list?

[Insert Yes or No]

[If yes, insert details]

Part 1 – confirmation of core supplier information

6. You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).

This includes:

- a. basic information
- b. economic and financial standing information
- c. connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or persons whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies)
- d. exclusion grounds information

Please confirm you have shared this information with us.

[Insert reference / file name]

Part 2 – additional exclusions information

Part 2A - associated persons

7. Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).

[The conditions of participation are outlined in Part 3]

If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable).

[Insert Yes or No]

8. For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.

[Insert name of supplier and brief description]

[Insert name of supplier and brief description]

- 9. For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):
 - a. basic information
 - economic and financial standing information

 (if they are being relied upon to meet conditions of participation regarding financial capacity)
 - c. connected person information
 - d. exclusion grounds information

[Insert name of supplier and reference / file name]

10. Are any of your associated persons on the debarment list?

[Insert Yes or No]

[If yes, insert details]

Part 2B - list of all intended sub-contractors

- 11. Please provide:
 - a. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)
 - b. their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent
 - c. a brief description of their intended role in the performance of the contract

If you are not intending to sub-contract the performance of all or part of the contract, then this **question and Q12** are not applicable.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

[Insert name of supplier - unique identifier - brief description]

[Insert name of supplier – unique identifier – brief description]

12.	Please confirm if any intended sub-contractor is on the debarment list.
	The debarment list can be found at Procurement Review Unit - GOV.UK
	[Insert Yes or No]
	[If yes, insert sub-contractor(s) name and provide details]
Part 3	– questions relating to conditions of participation
Part 3	3A – standard questions
Finan	cial capacity
13.	[Financial Capacity Conditions of Participation – added by contracting authorities if necessary]
14.	Are you relying on another supplier to act as a guarantor?
	If so, please provide their name and evidence of their economic and financial standing.
	[Insert Yes or No]
	[If yes, insert reference / file name]
15.	Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:
	a. Employer's (Compulsory) Liability Insurance* = £5 million
	b. Public Liability Insurance = £5 million
	c. Professional Indemnity Insurance = £2 million
	*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf .
	[Insert Yes or No]
	[Insert details of your insurances already in place]
	[Insert details of your insurances which would be obtained following contract award (including information on how you will obtain this insurance – e.g. a quote)]
Legal	capacity
16.	

17. Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.

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 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:

- 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
- 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
- to regularly test, assess and evaluate the effectiveness of the above measures

[Insert Yes or No]

[Insert information]

Technical ability

18. Relevant experience and contract examples

Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grantfunded work).

Where this procurement is for goods or services, the examples must be from the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.

For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).

If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability.

[Insert information below]

	Contract 1	Contract 2	Contract 3
Name of customer organisation who signed the contract			
Name of supplier who signed the contract			
Point of contact in the customer's organisation			
Position in the customer's organisation			
Email address			
Description of contract			
Contract start date			
Contract completion date			
Estimated contract value			

[If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to technical ability – e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.]

19. Experience of sub-contractor management

Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement or any others used previously). The description should include the procedures you use to ensure performance of the contract.

[Insert information]

20. Organisational standards

Where conditions of participation have specified organisational qualifications or standards, please provide details of how these are met, or other equivalent standards that equal or exceed what has been requested.

[Insert information]

21.	Health and safety Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant). [Please use no more than 500 words.]		
	[Insert information]		
XX			
	3B – requirements for central government departments, their executive agencies and departmental public bodies		
Payr	nent in Contracts		
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			

Tackling Modern Slavery in Supply Chains (PPN 009)

30. Modern Slavery Statement (or equivalent statement/document)

Supplier is 'a relevant commercial organisation'* and is compliant with the requirements contained within section 54 of the Modern Slavery Act 2015 and associated guidance and their statement includes information relating to:

- a. the organisation's structure, its business and its supply chains
- b. its policies in relation to slavery and human trafficking
- c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains
- 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
- 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
- f. the training and capacity building about slavery and human trafficking available to its staff

Or

[Insert information]

Supplier is not 'a relevant commercial organisation' but has a turnover of more than £36 million and has provided a link to an equivalent statement or document which demonstrates information relating to a to f above.

*'Relevant commercial organisations' are defined as commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover of £36 million or more.

[Note to contracting authorities: The question may be adapted further, for example, depending on the nature of the procurement. You may also decide to ask this question of organisations who have a turnover of less than £36 million, but only where it is proportionate to do so.]

31.	

Confirmations

32. I confirm that:

[Insert Yes or No]

- to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading
- upon request and without delay I will provide any additional information requested of us
- I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
- I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement

Signed	
Date	
Name	
Role	
Phone number	
Email	
Postal address	

Appendix I: Commercially sensitive information

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the Procurement terms and conditions.

I declare that I wish the following information to be designated as commercially sensitive:		
The reason(s) it is considered that this information should be exempt under FOIA and EIR is:		
The period of time for which it is considered this information should be exempt is:		
Supplier to amend as appropriate [until award of contract OR during the period of the contract OR for a period of [number] years until [month], [year]].		
Signature		
Name (print)		

OFFICIAL

Position	
Supplier name	
Date	