



Department for
Business & Trade

Invitation to Participate (ITP) Document

AI³ Delivery Partners Project

[16/10/2025]

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Attached Separately

Part 1: Deadline for responding to this ITP

1. The deadline for submitting a response to this ITP is 12:00 on the 10/11/2025. This is defined as the “Participation Submission Deadline”. See Part 6 (Procurement timetable) and Part 7 (How to respond to this opportunity) for further detail.

Part 2: Introduction

The Procurement

1. The Authority invites suppliers to participate in the Procurement by submitting a response to this ITP for one of the three lots in relation to the AI³ Delivery Partners Project. The lots are as follows:
 - 1.1. Lot 1: AI Lab: Rapid, time limited exploration and assessment of AI use cases and experiments.
 - 1.2. Lot 2: AI Factory: Development and operationalisation of experiments into production ready tools and components
 - 1.3. Lot 3: AI Operations: Maintenance, scaling, and operationalisation of AI solutions
2. Suppliers may only submit a tender for **one** lot. A Supplier may only participate in one tender (whether acting as a lead supplier, a consortium member or a subcontractor). This means a consortium member or subcontractor under one lot cannot participate as a consortium member or subcontractor under another.
3. A single Supplier can only win one lot.
4. The Authority reserves the right to award lots separately.
5. The Procurement is being conducted in accordance with the Act and the Regulations using the Competitive Flexible Procedure.
6. The Tender Notice for the Procurement as supplemented by this ITP and any other document expressly stated to be an associated tender document form the Procurement Documents for the Procurement.
7. This ITP includes a procurement specific questionnaire (PSQ) at Appendix F which all Suppliers are required to complete and return in accordance with the instructions contained within this ITP. Suppliers who meet the stage 1 (Participation) requirements outlined in that PSQ and this ITP shall be invited to submit a tender.
8. The Authority may issue an Invitation to Tender (ITT) which shall contain detailed information and instructions for the submission of a tender. The ITT (including any supplementary ITT) shall be an associated tender document. Tenders will be submitted in two stages and a summary of the two tender stages is provided in part 9 of this ITP.
9. The Authority reserves the right to refine any award criterion (including the relative importance of that award criterion) in accordance with section 24 of the Act. The Authority may also modify the terms of the Procurement in accordance with section 31 of the Act. If the Authority makes any refinements or modifications that affect the Tender Notice or other Procurement Documents, it shall modify and republish the relevant Procurement Documents to reflect the refinement or modification. When making a modification or refinement the Authority shall have regard to the importance of the objectives in section 12 of the Act.

10. This document should be read in conjunction with the Tender Notice and any other Procurement Document which has been made available in relation to the Procurement.
11. The Procurement Documents contain the terms and conditions which Suppliers must comply with in relation to the Procurement. In making a submission in response to a Procurement Document, Suppliers agree to be bound by the terms and conditions contained in the Procurement Documents including but not limited to the terms and conditions set out in Appendix A to this ITP. Please note that a failure to comply with or follow the terms and conditions set out in the Procurement Documents may result in a Supplier's submission being disregarded at the Authority's discretion unless the Procurement Document expressly states that a submission must be disregarded.
12. The Authority reserves the right (subject to the requirements of the Act) to issue updated versions of this ITP to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
13. Information provided by the Authority as part of the Procurement has been provided in good faith.

Interpretation

14. The term "submission" is used to refer to all information submitted by a Supplier in response to a Procurement Document at any stage in the Procurement.
15. The term "response to this ITP" is used to refer to a response to this ITP and any subsequent reference to "response" shall be construed accordingly.
16. The term "tender" is used to refer to all information submitted by a Supplier in response to the award criteria specified in the ITT.
17. Common terms and expressions used in this ITP shall have the meanings ascribed to them in the glossary in Appendix D (Glossary).
18. All references to a 'section' are to a section in the Act unless otherwise stated.
19. All references to a 'part', 'paragraph', 'appendix' or 'annex' are to a part, paragraph, appendix or annex of this document unless otherwise stated.
20. All references to dates and times in this document shall be United Kingdom time applicable at the date of the Procurement.
21. Any reference to a statute or statutory provision in this document is a reference to such statute or statutory provision as amended, extended, consolidated or re-enacted from time to time, and includes any subordinate legislation made under that statute or statutory provision, as amended, extended, consolidated or re-enacted from time to time.
22. The law of England and Wales applies to the Procurement. In submitting a response to this ITP, you 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 the Procurement.

Invitation to Participate Documents

23. All documents are immediately available for download via the Portal. This ITP comprises the following documents:

- 23.1. this document
- 23.2. Appendix A: Procurement terms and conditions
- 23.3. Appendix B: The Authority's requirement
- 23.4. Appendix D: Glossary
- 23.5. Appendix E: Declaration of compliance with ITP
- 23.6. Appendix F: Procurement Specific Questionnaire (PSQ)
- 23.7. Appendix H: Commercially sensitive information
- 23.8. Appendix J: PME Supplementary Information

Part 3: Introduction to the Authority

1. The Authority is the department for economic growth. It supports businesses to invest, grow and export, creating jobs and opportunities across the country. It is a ministerial department, supported by [19 agencies and executive bodies](#).
2. As a result, it procures a varied range of goods and services, including but not limited to trade legal services, digital and data services, marketing and events spaces, as well as multi-category goods or services for large or complex projects and programmes. [Read more about Procurement at DBT](#).
3. Changes announced in February 2023 combined the former Department for International Trade (DIT) with the business-focused functions of the former Department for Business, Energy, and Industrial Strategy (BEIS) to create the Department for Business and Trade (DBT). [Read more about this](#).
4. In common with other government departments, Authority procurements are conducted in line with the Act and the Regulations and UK Cabinet Office Guidelines and Codes of Practice, including those relating to transparency, open competition, equal opportunity and ensuring value for money.
5. The Authority follows an ethical approach to purchasing the range of goods and services needed to meet the requirements of its customers. It is committed to public sector best practice. In all commercial activity, the Authority pursues the highest standards of professionalism, ethical conduct and impartiality. Competitive processes are governed by UK legislation and conducted in accordance with the [National Procurement Policy Statement](#).
6. The [Supplier Code of Conduct](#) reiterates the government's approach to acting together with trusted suppliers to deliver better public services. The code exists to help suppliers understand the standards and behaviours that are expected of them when working with the government, and how they can help the government deliver value for money for taxpayers.

Part 4: Overview of the Authority's requirements

Overview of Specification of Requirements

1. The Specification of Requirements can be found in Appendix B (The Authority's detailed requirement) to this document. The Authority reserves the right to refine and amend the Specification of Requirements prior to publication of the ITT.
2. A high-level overview of the Specification of Requirements is set out in the table below. This table is for information only. Suppliers should ensure they read Appendix B (The Authority's detailed requirement) which shall take precedence over the table below in the event of any conflict.
3. Suppliers are responsible for ensuring that they understand the Specification of Requirements and the information provided in the Tender Notice and this ITP. If any information is unclear or if a Supplier considers that insufficient information has been provided, Suppliers should raise a clarification with the Authority in accordance with Part 8 (Requests for clarification) of this document.
4. Samples are not required for the Procurement.

Title of Specification of Requirements	AI ³ Delivery Partners Project
Overview / scope of Specification of Requirements	<p>The DBT Digital, Data and Technology team leads on development of AI tools and services within the Department for Business and Trade.</p> <p>It does so through an 'AI³' model, which aims to identify, test, develop and evaluate use cases for applying artificial intelligence within the Department.</p> <p>This model consists of three parts:</p> <ul style="list-style-type: none">• AI Lab: Rapid, time limited exploration and assessment of AI use cases and experiments• AI Factory: Development and operationalisation of experiments into production ready tools and components• AI Operations: Maintenance, scaling, and operationalisation of AI solutions <p>The Authority is seeking to procure specialist expertise to support delivery of this model. We require this to take the form of suitably-skilled teams and individuals provided by</p>

	<p>the Supplier joining relevant AI³ teams and project teams within the AI Lab, AI Factory or AI Operations.</p> <p>Supplier resources will work alongside and under the direction of Civil Servants within the DBT Digital, Data and Technology team within the Department.</p> <p>This may be for both short and long-term projects as agreed via statements of work, and requiring a variety of digital and data skills.</p>
Initial period of each Contract	24 months
Optional extensions to the initial period	12 months
Estimated value of each Contract for the initial period	<p>£6,000,000 excluding VAT in total broken down as follows:</p> <p>Lot 1: £2,000,000 excluding VAT</p> <p>Lot 2: £2,000,000 excluding VAT</p> <p>Lot 3: £2,000,000 excluding VAT</p>
If a Contract is extended, estimated value for the maximum extension period	<p>Up to £3,000,000 excluding VAT in total broken down as follows:</p> <p>Lot 1: £1,000,000 excluding VAT</p> <p>Lot 2: £1,000,000 excluding VAT</p> <p>Lot 3: £1,000,000 excluding VAT</p>
Contract pricing	<p>For each lot, time and materials up to the maximum value of the Contract for that lot. Charges shall be based on the rate card submitted by the Supplier in its tender. Charges shall be agreed and paid in accordance with a statement of work process and payment terms set out in each Contract.</p>

Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

5. The attention of the Suppliers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). It is the Authority's view that TUPE is not likely to apply if the Procurement results in one or more Contracts being awarded. However, the Authority is not liable for this opinion and Suppliers should determine for themselves whether or not they believe that TUPE will apply. The Authority's view is based on the fact that the services are not a direct replacement of AI services currently supplied to the Authority. The Authority expects tenders to be made on the basis that TUPE does not apply.
6. It is the responsibility of Suppliers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the relevant Contract and to act accordingly. Notwithstanding paragraph 5 above, the Authority makes no representations or warranties as to the applicability of TUPE to the Procurement. The Supplier is encouraged to carry out its own due diligence exercise.
7. If Suppliers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, by raising a clarification in accordance with Part 8 (Requests for clarification) of this document.

Part 5: Preliminary market engagement

Preliminary market engagement activities and outcomes

1. The Authority has carried out preliminary market engagement (PME) for the Procurement prior to the publication of the Tender Notice.
2. The full details of the PME for the Procurement can be viewed in the PME Notice¹ for the Procurement. Any supplementary information and/or documents published to Suppliers as part of PME can be found at Appendix J to this ITP and is downloadable from the Portal.
3. The outputs/outcomes of the PME are summarised in the table below.

Outcomes/outputs of PME activities		
Question No	Question	Answers
Q1	Please can you share a list of organisations that have expressed an interest in this opportunity and/or attended this event to assist with the formation of supplier consortiums and partnerships?	We are unable to provide these details at this stage.
Q2	To date, have you delivered your discovery and POCs using internal staff or do you have an incumbent?	Currently, AI work has been delivered in mixed teams made up of DBT staff and resource supplied by contracted suppliers.
Q3	Would the DBT be willing/able to sponsor SC for suppliers?	No, we are unable to sponsor SC for supplier staff ²
Q4	Please can you let me know if you will support the clearing of people to SC if required?	No, we are unable to sponsor SC for supplier staff ²
Q5	You mentioned each supplier can only deliver one of the lots. Can we bid for multiple and if successful agree with you which lot we deliver or are we only able bid for a single lot?	Suppliers can bid for only 1 lot and need to decide which lot they would like to bid for in the participation stage.
Q6	Can you share more information about typical AI use cases please? Both the type of AI challenge (eg text/image/audio generation, summarisation,	We expect suppliers to work on a wide range of use cases, which could involve any of the examples given.

¹ PME Notice: <https://www.find-tender.service.gov.uk/Notice/049568-2025>

² To clarify, DBT does not expect the Supplier's proposed specialists to hold SC clearance upon bidding; the Supplier is only expected to commence this process where it is successful in being awarded a contract. The Supplier, as the employer of the resources requiring clearance, acts as the "Sponsor", and can cite the award of contract as the requirement for clearance. All costs of clearance are to be borne by the Supplier.

	translation/transcription) and the type of deployment (eg cloud, on prem, edge devices etc).	We expect the majority of deployment to be on DBT's cloud platform, which is built on AWS, though there may be some use cases requiring use of tools on Microsoft Azure.
Q7	Can suppliers lead a bid to one lot and also be involved as a subcontractor on bids to other lots?	Suppliers can only bid for one lot. This means they cannot be involved as a subcontractor on the other lots.
Q8	Apologies, I have joined later so can you please let us know when the opportunity will go live? And any restriction on bidding for lots?	We envisage the Participation stage to go live around Mid-October. However, this is subject to change.
Q9	What framework will this be procured via?	This is an open requirement and is not being procured via a framework.
Q10	<p>Could you please confirm the following regarding the tender:</p> <ul style="list-style-type: none"> • Is offshoring of skills permitted under this tender? • Are there any specific exclusions we should be aware of? • Is registration with any particular institutions required in order to tender? • Which mandatory requirements are considered final and non-negotiable? 	<p><i>Is offshoring of skills permitted under this tender?</i></p> <p>No – we expect all work to be completed in the UK</p> <p><i>Are there any specific exclusions we should be aware of?</i></p> <p>This will be provided in the ITT documentation.</p> <p><i>Is registration with any particular institutions required in order to tender?</i></p> <p>This will be provided in the ITT documentation.</p> <p><i>Which mandatory requirements are considered final and non-negotiable?</i></p> <p>This will be clarified in the ITT documentation.</p>
Q11	Can I clarify whether SC claimant is applied for everyone involved in the project, including those working on bid activities, or only technical resources in delivery team?	SC level clearance will be required for all individuals supplied to work in delivery teams. SC is not required for working on bid activities

Q12	Is the contract awarded to 1 supplier per 1 lot (totalling 3 suppliers), or is there a collaboration model even within a lot?	1 supplier per lot.
Q13	Is your 1 supplier per each of the 3 phases absolutely set in stone? Or would you be open to an RFI exercise to glean industry ideas on how to alternatively 'lot' this requirement?	There will be 1 supplier for each of the three phases. We will not conduct an RFI exercise.
Q14	What happens if all suppliers opt in to 1 single lot as their preference with no response for the other phases?	We do not envisage this to be a likely scenario, however, will assess our options should this occur.
Q15	You have said that the POCs so far have not been moving linearly through the phases so how do you propose to manage the handoffs at each phase / each supplier?	DDaT colleagues will facilitate handoffs between suppliers. The Statement of Works (SoW) will also include details on how knowledge transfers would work and will detail the specific handover requirements.
Q16	What happens if the 1,2,3 model changes at any point in time after letting 3x contracts?	While there may be changes to team structures, we expect the broad Lab, Factory and Operations phases of development to be consistent and require a consistent set of skills from suppliers. As such, we would continue to bring in the suppliers for relevant lots to meet projects at the relevant phase of development

4. If a Supplier has participated in the PME for the Procurement, there may be some circumstances where, as a result of participation, the Authority considers that that Supplier has obtained an unfair advantage in relation to the award of the relevant Contract.
5. The Authority will work with that Supplier to see if this unfair advantage can be avoided but if the Authority considers that Supplier has obtained an unfair advantage, and if this advantage cannot be avoided, then that Supplier will be excluded from the Procurement.

Part 6: The Procurement timetable

1. The indicative timetable for the Procurement is set out in the following table (the Procurement Timetable). More detailed information regarding the timing of tender submission and assessment for stages 2 and stage 3 shall be made available in the ITT.
2. The Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable and/or extend any time period in connection with the Procurement. Any such amendments or extensions to the Procurement Timetable will be notified to all Suppliers at the same time.
3. It is anticipated that each lot will follow a similar Procurement Timetable, however a detailed Procurement Timetable for each lot will be made available in the ITT.

Date(s) and time(s)	Procurement activity
18/08/2025	Preliminary Market Engagement Notice published: https://www.find-tender.service.gov.uk/Notice/049568-2025
18/08/2025	Planned Procurement Notice published: https://www.find-tender.service.gov.uk/Notice/049565-2025
16/10/2025	Tender Notice and Invitation to Participate documents published on the Central Digital Platform
29/10/2025 10:00	Deadline for submission of clarification questions in respect of stage 1 (Participation).
03/11/2025 17:00	Deadline for Authority issuing final clarification question responses in respect of stage 1 (Participation).
10/11/2025 12:00	Participation Submission Deadline (see Part 1 (Deadline for responding to this ITP) and Part 7 (How to respond to this opportunity))
10/11/2025 to 21/11/2025	Participation assessment and moderation
24/11/2025	ITT for stage 2 issued to those Suppliers who passed stage 1. Suppliers who have not met the stage 1 requirements shall be informed.
12/12/2025 12:00	Tender submission deadline for stage 2 (further details to be provided in the ITT)
26/01/2026	Supplementary ITT for stage 3 issued to those Suppliers who are successful at stage 2. Suppliers who are not successful at stage 2 shall be informed.

Date(s) and time(s)	Procurement activity
13/02/2026 12:00	Tender submission deadline for stage 3 (further details to be provided in the supplementary ITT)
19/05/2026	Contract award notice for each lot published on the Central Digital Platform and commencement of standstill period for each lot
29/05/2026 17:00 GMT	End of standstill period for each lot (8 working days)
29/05/2026	Each Contract entered into
Within 30 days of Contract entry	Contract details notice for each Contract published on the Central Digital Platform

Part 7: How to respond to this opportunity

Submission of responses to this ITP

1. Responses to this ITP must be uploaded onto the Portal by the Participation Submission Deadline. Suppliers are responsible for ensuring that their responses are complete, compliant and submitted by the Participation Submission Deadline.
2. The Authority will disregard any response to this ITP received after the Participation Submission Deadline.
3. Once the Participation Submission Deadline has passed, the Portal will close, and a Supplier will not be able to submit a response to this ITP.
4. Notwithstanding the above, the Authority reserves the right to accept a response to this ITP received after the Participation Submission Deadline if a Supplier experiences technical issues that are outside of their control when uploading its response to the Portal and notifies the Authority of these technical issues prior to the Participation Submission Deadline via the helpdesk on the Portal referred to in paragraph 15 below and by emailing the Authority's contact point at commercialddat@businessandtrade.gov.uk , in each case including proof of the issue together with time-stamped evidence. The Authority will consider the evidence submitted and take a view on whether to allow the response to be submitted after the Participation Submission Deadline.
5. The Authority can only accept responses to this ITP received through the Portal. Any responses received using a different method will be disregarded.
6. The response to this ITP shall be the single source of information used by the Authority to assess stage 1 (Participation). The Authority shall only take account of information in the response that is specifically asked for in this ITP.
7. It is strongly recommended that Suppliers upload responses to this ITP well ahead of the Participation Submission Deadline to avoid any technical issues and to ensure any completion errors are rectified before the Participation Submission Deadline. It is also recommended that Suppliers check that they are able to upload to the Portal sufficiently ahead of the Participation Submission Deadline so any technical issues can be resolved before the Participation Submission Deadline.
8. It is a Supplier's responsibility to conduct all due diligence on the information it submits as part of its response to this ITP to ensure its accuracy.
9. The Authority accepts no liability for the information contained in the Procurement Documents or any information provided by the Authority relating to the Procurement and shall not be liable for any loss or damage arising as a result of the Procurement Documents or any information provided by the Authority relating to the Procurement.

10. The Authority shall be under no obligation to seek clarifications or alert Suppliers to any errors or omissions that might exist in their response to this ITP and will be entitled to accept the response as it is submitted.
11. The Portal accepts individual attachments up to a maximum size of 10MB but it is recommended that attachments be 2MB or less. All submissions must be compatible with Microsoft Office Word and other Microsoft Office applications.

Use of the Portal

12. The Authority is using e-tendering for the Procurement.
13. The Portal is the Authority's e-tendering platform. It can be accessed via your web browser at <https://uktrade.app.jaggaer.com/web/login.html>. If there is any conflict between the information set out in this ITP and the information displayed in the Portal, the information set out in this ITP shall take precedence including any clarification responses published by the Authority as part of the formal clarification process via the Portal in accordance with Part 8 (Requests for clarification) of this document.
14. Unless otherwise stated in the Procurement Documents or in writing by the Authority, all communications from Suppliers and the Authority during the Procurement must be made using the Portal. The Authority shall not respond to communications made by other means and Suppliers should not rely on communications from the Authority unless they are made through the Portal.
15. If a Supplier experiences technical difficulty with the Portal, the Supplier shall contact the Portal helpdesk at <https://uktrade.app.jaggaer.com/esop/common-host/public/suppliersupport/suppliersupportrequestmessaging.jsp>. The Supplier shall also inform the Authority via email the Authority's contact point at commercialddat@businessandtrade.gov.uk
16. Suppliers must check for communications within the Portal throughout the Procurement on at least a daily basis. Suppliers must log on to the Portal and access their message inbox for the Procurement to check for messages. Specific questions relating to the tender document can be viewed directly via the messaging tab. To send a message straight to the Authority's relevant contact, select 'Create Message'.

Who can make a submission in response to a Procurement Document

17. A Supplier can make a submission in response to a Procurement Document:
 - 17.1. as a single legal entity, see paragraph 18 below (Making a submission as a single legal entity);
 - 17.2. with named subcontractors to deliver parts of the deliverables. This applies whether you are bidding as a single legal entity or as a consortium. See paragraph 19 below (Subcontracting); or
 - 17.3. together with other legal entities as part of a consortium. See paragraph 20 below (Consortium proposals).
18. Making a submission as a single legal entity

- 18.1. The submission must be made by the Supplier organisation that will be responsible for providing the goods, works and/or services under the relevant Contract and that will sign and enter into the relevant Contract.

19. Subcontracting

- 19.1. If a Supplier is making a submission and intends to use subcontractors to provide the goods, works and/or services under the relevant Contract, the Supplier must make the submission.
- 19.2. The Supplier will sign the relevant Contract and enter into the relevant Contract.
- 19.3. Only the Supplier or, as applicable, its Intended Subcontractors can provide the goods, works and/or services under the relevant Contract.

20. Consortium proposals

- 20.1. The terms consortia or consortium may be used throughout the Procurement Documents to refer to a situation where two or more organisations choose to make a joint submission.
- 20.2. If a Supplier is considering making a submission as a consortium, it should take its own legal advice on the structure of the consortium, and where appropriate to ensure suitable arrangements are in place between consortium members.
- 20.3. In the event of a consortium-based submission, the Authority requires the submission to be made by:
 - 20.3.1. a core supplier on behalf of the consortium (see paragraph 20.4 below); or
 - 20.3.2. a special purpose vehicle (SPV) (see paragraph 20.5 below).
- 20.4. Core supplier on behalf of consortium:
 - 20.4.1. Where multiple suppliers are coming together to form a consortium but have not formed a SPV, then the consortium should nominate a core supplier to complete and make the submission (the “**Consortium Lead**”).
 - 20.4.2. The Consortium Lead shall be the representative for the other members of the consortium and shall be responsible for the preparation and making of the submission in the consortium's name.
 - 20.4.3. If the consortium is a successful Supplier then each member of the consortium must sign the relevant Contract. Each member of the consortium who signs the relevant Contract will be responsible for the delivery of the goods, works and/or services under that Contract.
 - 20.4.4. Only the consortium members who sign the relevant Contract or, as applicable, any Intended Subcontractors can provide the goods, works and/or services under that Contract.

- 20.4.5. Where the Consortium Lead is changed prior to the Participation Submission Deadline, the new Consortium Lead must register on the Portal and the Central Digital Platform and any previous Consortium Lead should immediately “decline” their option to submit a response to this ITP. Please note that where this occurs, the Supplier will not be given any additional time to complete their response to this ITP, and it is the sole responsibility of the Supplier to manage all handovers.
- 20.4.6. The Consortium Lead must complete and sign all submissions on behalf of the consortium.
- 20.4.7. If the consortium is looking to subcontract any element of the goods, works and/or services set out in the Specification of Requirements, then the requirements of paragraph 19 (Subcontracting) above should be followed in relation to those subcontracting parties.

20.5. Special purpose vehicles (SPV)

- 20.5.1. Where a SPV already legally exists, then the consortium will designate the SPV as the core supplier to make the submission in its name.
- 20.5.2. The SPV will sign the relevant Contract and enter into the relevant Contract and will be responsible for delivery of the goods, works and/or services under that Contract.
- 20.5.3. Only the SPV or, as applicable, any Intended Subcontractors can provide the goods, works and/or services under the relevant Contract.
- 20.5.4. The SPV will need to create an account in the Portal in the name of the consortium.
- 20.5.5. The SPV as the core supplier must complete and sign all submissions in its name on behalf of the consortium as part of its response to this ITP.
- 20.5.6. If the SPV is looking to subcontract any element of the goods, works and/or services under the relevant Contract, then the requirements of paragraph 19 (Subcontracting) above should be followed in relation to those subcontracting parties.

21. Changing arrangements

- 21.1. All responses to this ITP must be submitted with arrangements in place at the time of the Participation Submission Deadline with confirmed details for all related parties including Intended Subcontractors and consortium members. If this is not the case, the Authority may consider the response incomplete and may disregard the response.
- 21.2. A Supplier shall inform the Authority immediately via the Portal of any proposed changes in relation to the use of subcontractors or in relation to the membership of a consortium within the period between the Participation Submission Deadline and the award of relevant Contract. Suppliers must clearly set out the nature of

the change and the reason for the change. If they do not, the Authority may consider the submission non-compliant and may disregard it.

- 21.3. The Supplier remains responsible for ensuring that all information provided by it in its submission remains accurate and up to date following a change in a subcontractor or membership of a consortium. The Supplier must notify the Authority of any changes in the information that the Supplier has provided in its submission via the Portal. 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) disregarding the Supplier's submission made in response to a Procurement Document.

22. Multiple submissions

- 22.1. The Authority may make further enquiries and require further information/explanations if the Supplier or their Associated Persons, consortia members or subcontractors are connected with another submission or lot under this Procurement.
- 22.2. This is so the Authority can be sure that the Supplier's (or Associated Persons, consortia members or subcontractors) involvement does not cause a potential or actual conflict of interest or collusive behaviour, capacity problems and/or restrictions or distortions in competition.
- 22.3. The Authority may require the Supplier to amend or withdraw all or part of its submission, or may disregard a submission, if, in the Authority's reasonable opinion, any of the issues set out this paragraph 22 (Multiple submissions) have arisen or may arise in respect of the submission.

Part 8: Requests for clarification

1. Suppliers are responsible for ensuring that they understand this ITP, including the Specification of Requirements for the Procurement. If any information is unclear or if a Supplier considers that insufficient information has been provided, Suppliers should raise a clarification with the Authority in accordance with this Part. These are referred to as clarification questions below.
2. Any clarification questions relating to stage 1 (Participation) of the Procurement must be submitted via the Portal no later than the deadline for submission of clarification questions in relation to stage 1 (Participation) set out in the Procurement Timetable. The Authority will endeavour to publish responses to all clarification questions by the deadline for clarification responses in relation to stage 1 (Participation) set out in the Procurement Timetable.
3. The Authority reserves the right not to answer any clarification questions submitted after the deadline for submission of clarification questions in relation to stage 1 (Participation) set out in the Procurement Timetable or that are submitted via any means other than the Portal.
4. If Suppliers identify a technical issue with the Portal, they must contact the Portal helpdesk referred to at Part 7 (How to respond to this opportunity, Submission of responses).
5. Suppliers must ensure that any clarification question is specific and clear and, if applicable, tell the Authority which document, part and/or paragraph is being referred to in the clarification question.
6. Suppliers must not include their identity in the body of a clarification question. The Authority will publish clarification questions and responses to clarification questions raised by Suppliers to all other Suppliers, with the exception of those questions and/or responses deemed confidential as provided below.
7. If a Supplier considers that a clarification question and/or a response to a clarification question should be treated as confidential and not published to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification question. The Authority will decide in its discretion whether or not to publish the relevant clarification question and/or its response. If the Authority does not consider there is sufficient justification for withholding the clarification question and/or the response, the Authority will advise the Supplier in advance of publishing the clarification question and/or response and will provide an opportunity for the Supplier to withdraw the relevant clarification question. If the clarification question is not withdrawn, the clarification question and the Authority's response will be published to all Suppliers as set out above.
8. The Authority may not respond to a clarification question or publish it where the Authority considers that it is exempt from disclosing the requested information under the FOIA or EIR (including but not limited to where the response may prejudice the

Authority's commercial interests). In such circumstances, the Authority will inform the Supplier of its view.

9. The clarification questions and their responses published for stage 1 (Participation) of the Procurement, which either amend or supplement the information set out in this document, will form part of the Procurement Documents.
10. It is the responsibility of each Supplier to monitor all clarification questions and responses published by the Authority. The Authority cannot be held accountable for any information a Supplier does not read and accepts no liability for any Supplier's failure to keep abreast of clarification questions and responses issued.

Part 9: The assessment process and award criteria

Section 1: Overview

1. The Authority intends to award a Contract for each lot on the basis of the submission made in response to the Procurement Documents for that lot that represents the most advantageous tender to the Authority in accordance with the award criteria.
2. The assessment by the Authority will be comprised of the following key stages:

Stage 1: Participation	
Stage 1(a)	Compliance checks
Stage 1(b)	Applying exclusion grounds
Stage 1(c)	Assessment of responses to the Procurement Specific Questionnaire set out in [Appendix F] of this ITP (which includes the conditions of participation)
Stage 2: Weighted Value for Money Assessment	
Stage 2 (a)	Compliance checks
Stage 2 (b)	Assessment of the stage 2 technical responses against the quality award criteria to determine quality score
Stage 2 (c)	Assessment of the stage 2 pricing schedule response to calculate a total evaluated cost to then be used in the Weighted Value for Money Index Assessment calculation.
Stage 2 (d)	Weighted Value for Money Index Assessment (Weighted VfM) using stage 2 quality score and stage 2 total evaluated cost.
Stage 3: Scenario Assessment	
Stage 3 (a)	Compliance checks
Stage 3 (b)	Assessment of scenario-based quality award criteria and social value award criteria to determine the total quality score for stage 3.

Stage 3 (c)	<p>Price per quality point assessment (PQP) using stage 3 quality score and stage 3 total price to determine the successful Supplier for each lot.</p> <p>To note, stage 3 requires the submission of a completed pricing schedule associated with the scenario; this will not be scored on its own but the price submitted shall be used to determine the PQP score.</p>

3. The Authority reserves the right to carry out the assessment of the different parts of each stage concurrently.
4. The Authority shall re-apply the exclusion grounds set out in stage 1(b) in the table above and exercise its right to exclude a Supplier in accordance with the process set out in stage 1(b) at stage 3 of the Procurement (and may also do so at any other stage in the Procurement) to take into account any changes in the Debarment List or the status of the Supplier..
5. The Authority may request clarifications, in respect of a Supplier's response to this ITP where information or documentation submitted by a Supplier is or appears to be incomplete or erroneous if the Authority believes it is appropriate to do so. The Authority will have regard to the importance of the objectives in section 12 of the Act when making such requests.
6. The Authority will raise any clarifications through the Portal. Suppliers must check for messages in the Portal throughout the Procurement on at least a daily basis. Suppliers must log on to the Portal and access their message inbox for the Procurement to check for messages. Failure to provide an acceptable response within the allotted time may result in a response to this ITP being disregarded.
7. Following any clarifications, the Authority will assess the responses to this ITP including any clarification responses.

Section 2: Stage 1(a), Compliance checks

1. Following the Participation Submission Deadline, the Authority will carry out a compliance check of submitted responses to this ITP to ensure they have been completed and submitted in accordance with this ITP. This will include checking that all of the responses listed in paragraph 2 below have been submitted.
2. A Supplier's response to this ITP must include the following responses completed in accordance with the instructions in this ITP:

Item	Instructions
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Appendix E: Declaration of compliance with ITP	Please upload response with the file name “[Insert Company Name] – Declaration of compliance with ITP” against the relevant question on the Portal
Appendix F: Procurement Specific Questionnaire (PSQ)	<p>Responses to the PSQ are directly input into the Portal by the Supplier. There are a mix of text entry, option list, yes/no, and attachment questions. The PSQ form in Appendix F of this ITP is for reference only – responses must be inputted and submitted via Jaggaer.</p> <p>To note, Parts 1 and some of Part 2 of the PSQ are to be completed by the Supplier on the Central Digital Platform (CDP) – see Appendix A to this ITP for more information on the CDP. The Authority’s Portal has several self-certification questions the Supplier must answer to confirm it has done this.</p>
Appendix [H]: Commercially sensitive information	<p>Please upload response with the file name “[Insert Company Name] - Commercially sensitive information” against the relevant question on the Portal</p> <p>If a Supplier does not have any commercially sensitive information to disclose, a response must be submitted to confirm this is the case. Please upload a signed copy of the form with the wording “No information to disclose” in the first box. Please upload it against the relevant question in the Portal with the file name “[Insert Company Name] - Commercially sensitive information</p>

3. Suppliers must ensure they are using the latest version of this ITP published on the Portal as the documentation may be updated by the Authority before the Participation Submission Deadline.
4. Suppliers must submit their responses to this ITP in the English language using font arial and font size 11.
5. Suppliers must not exceed stipulated page limits, word limits and/or file sizes or include attachments which have not been requested by the Authority in this document. The Authority shall disregard attachments which have not been requested and any part of the response which goes beyond the stipulated page limit, word limits or file size (as the case may be).
6. Suppliers must not cross-refer to answers given elsewhere or include any hyperlinks to other extraneous information. Suppliers must provide each answer so that it acts as a stand-alone answer. Suppliers may need to repeat certain information in answer to different ITP requirements if required.

7. A Supplier's response to this ITP must be completed and submitted in accordance with this ITP to be compliant. Subject to any ITP term and condition that expressly requires the Authority to disregard a response to this ITP, where a response is not completed and submitted in accordance with the ITP, that response may be disregarded.
8. The Authority may disregard any response to this ITP which breaches a procedural requirement set out in this ITP.

Section 3: Stage 1(b), Applying exclusion grounds

Debarment List

1. Where the Supplier is on the Debarment List for a Mandatory Exclusion, the Supplier shall be excluded from the Procurement.
2. Subject to paragraph 5 below, where an Associated Person of the Supplier, or an Intended Subcontractor, is on the Debarment List for a Mandatory Exclusion, the Supplier shall be excluded from the Procurement.
3. Where the Supplier is on the Debarment List for a Discretionary Exclusion, the Supplier may be excluded from the Procurement.
4. Subject to paragraph 5 below, where an Associated Person of the Supplier or an Intended Subcontractor is on the Debarment List for a Discretionary Exclusion, the Supplier may be excluded from the Procurement.
5. Where an Associated Person or Intended Subcontractor is on the Debarment List and the Authority is minded to exclude the Supplier, the Authority shall notify the Supplier and give the Supplier the reasonable opportunity to replace that Associated Person or Intended Subcontractor. The Authority shall apply the exclusion grounds to any such replacement person in accordance with the process set out in this ITP and the Supplier's submission, including such replacement person, shall be assessed in accordance with the Procurement Documents, subject at all times to the Authority having regard to the importance of the objectives in section 12 of the Act.

Mandatory Exclusions and Discretions Exclusions that are not on the Debarment List

6. Subject to paragraphs 8 and 9 below, where the Authority determines that a Mandatory Exclusion applies to the Supplier, any Connected Person of the Supplier, any Associated Person or any Connected Person of the Associated Person, and the circumstances giving rise to the application of that exclusion ground are continuing or likely to occur again, the Supplier shall be excluded from the Procurement.
7. Subject to paragraphs 8 and 9 below, where the Authority determines that a Discretionary Exclusion applies to the Supplier, any Associated Person or, where relevant to the Discretionary Exclusion, any Connected Person of the Supplier or any

Connected Person of an Associated Person, and the circumstances giving rise to the application of that exclusion ground are continuing or likely to occur again, the Supplier may be excluded from the Procurement.

8. Before determining that a Mandatory Exclusion or a Discretionary Exclusion applies to the Supplier, any Connected Person of the Supplier, an Associated Person or any Connected Person of an Associated Person, the Authority shall:
 - 8.1. consider any information provided by the Supplier in response to the Procurement Specific Questionnaire; and
 - 8.2. notify the Supplier and give the supplier a reasonable opportunity to make representations and provide evidence as provided for in section 58(2) of the Act.
9. Where the Mandatory Exclusion or Discretionary Exclusion applies to an Associated Person or a Connected Person of the Associated Person, the Authority shall give the Supplier the reasonable opportunity to replace that Associated Person. The Authority shall apply the exclusion grounds to such replacement person in accordance with the process set out in this ITP and the Supplier's submission, including such replacement person, shall be assessed in accordance with the Procurement Documents, subject at all times to the Authority having regard to the importance of the objectives in section 12 of the Act.
10. Where the Authority has asked for information about the application of exclusions to Intended Subcontractors in the Procurement Specific Questionnaire, the provisions in paragraphs 6 and 9 above shall apply as though the relevant subcontractor was an Associated Person.

National Security Exclusions

11. Where the Supplier is on the Debarment List for a National Security Mandatory Exclusion and such National Security Mandatory Exclusion applies to this type of Contract, the Supplier shall be excluded from the Procurement.
12. Subject to paragraph 17 below, where an Associated Person of the Supplier, or an Intended Subcontractor is on the Debarment List for a National Security Mandatory Exclusion and such National Security Mandatory Exclusion applies to this type of Contract, the Supplier shall be excluded from the Procurement.
13. Where the Supplier is on the Debarment List for a National Security Discretionary Exclusion, the Authority may exclude the Supplier from the Procurement.
14. Subject to paragraph 17 below, where an Associated Person of the Supplier or an Intended Subcontractor is on the Debarment List for a National Security Discretionary Exclusion, the Authority may exclude the Supplier from the Procurement.

15. Where the Authority determines that a National Security Discretionary Exclusion applies to the Supplier or a Connected Person of the Supplier and the circumstances giving rise to the application of that exclusion ground are continuing or likely to occur again, the Authority may exclude the Supplier from the Procurement.
16. Subject to paragraph 17 below, where the Authority determines that a National Security Discretionary Exclusion applies to an Associated Person of the Supplier or a Connected Person of that Associated Person, or an Intended Subcontractor and the circumstances giving rise to the application of that exclusion ground are continuing or likely to occur again, the Authority may exclude the Supplier from the Procurement.
17. Where the Authority determines that a National Security Mandatory Exclusion or a National Security Discretionary Exclusion applies to an Associated Person or a Connected Person of an Associated Person or an Intended Subcontractor in accordance with paragraphs 11 to 16 above, the Authority shall notify the Supplier and give the Supplier the reasonable opportunity to replace that Associated Person or Intended Subcontractor. The Authority shall apply the exclusion grounds in accordance with the process set out in this ITP to such replacement person and the Supplier's submission, including such replacement person, shall be assessed in accordance with the Procurement Documents, subject at all times to the Authority having regard to the importance of the objectives in section 12 of the Act.

Exclusion for Improper Behaviour

18. The Authority shall disregard a Supplier's response to this ITP where the Authority determines that:
 - 18.1. a Supplier has acted improperly in relation the award of the relevant Contract;
 - 18.2. in consequence, the Supplier is put at an unfair advantage in relation to the award; and
 - 18.3. the unfair advantage cannot be avoided other than by excluding the Supplier from the Procurement.
19. The reference to a Supplier acting improperly is reference to a Supplier:
 - 19.1. failing to provide information requested by the Authority;
 - 19.2. providing information that is incomplete, inaccurate or misleading;
 - 19.3. accessing confidential information; or
 - 19.4. unduly influencing the Authority's decision-making.
20. If the Authority requests:

20.1. information about a Supplier's Connected Persons or Associated Persons for the purpose of determining whether the Supplier is an excluded or excludable supplier; or

20.2. other information under section 28(2) (excluding suppliers by reference to sub-contractors) of the Act; and

20.3. the Supplier:

20.3.1. fails to provide the information requested; or

20.3.2. provides information that is incomplete, inaccurate or misleading,

then the Authority shall disregard the Supplier's response to this ITP.

Section 4: Stage 1(c), Assessing the Procurement Specific Questionnaire

1. The Supplier must respond to the preliminary questions and Part 1 and Part 2 of the Procurement Specific Questionnaire in respect of itself, a Connected Person, an Associated Person (including any Connected Persons), consortia members or Intended Subcontractors as the question requires. Where a Supplier fails to respond to a preliminary question or a question in Part 1 or Part 2 or fails to submit the required information in its response, the Authority may disregard the Supplier's response to this ITP.
2. The conditions of participation relate to the legal and financial capacity and technical ability of the Supplier to perform the relevant Contract and are set out in the Tender Notice and Part 3 of the Procurement Specific Questionnaire. The Supplier may rely on another organisation such as a consortium member or subcontractor to meet a condition of participation in which case such organisation shall be an Associated Person.
3. The Authority will assess the Supplier's responses to the conditions of participation using the assessment methodology specified for each condition of participation.
4. Every condition of participation must be satisfied in accordance with the instruction in the Procurement Specific Questionnaire in order for a Supplier to be progress to stage 2 of the Procurement.
5. If a Supplier fails to satisfy all of the conditions of participation the Authority will disregard the Supplier's response to this ITP.
6. Suppliers should note that failure to provide a satisfactory response to any ITP requirement could result in the Supplier's response to this ITP being disregarded.
7. Please refer to Appendix F (Procurement Specific Questionnaire (PSQ)) for further information. The Procurement Specific Questionnaire must be completed online in the Portal.

Section 5: Stage 2 (Weighted Value for Money Index Assessment)

1. All Suppliers who have met the stage 1 (Participation) requirements set out in the PSQ and this ITP shall be taken forward to stage 2 (Weighted Value for Money Assessment).
2. Suppliers who have not met the stage 1 (Participation) requirements will be provided with the reasons for this.
3. Stage 2 will commence with the issue of an Invitation to Tender to all Suppliers who have met the stage 1 (Participation) requirements.
4. The Invitation to Tender shall contain detailed award criteria, an accompanying scoring methodology and the stage 2 assessment methodology. In summary, the following assessment methodology will be used for each lot (with each lot being a separate assessment):
 - 4.1. Each Supplier's response to the stage 2 weighted quality award criteria shall be assessed and a quality score given.
 - 4.2. The Supplier will have completed a pricing schedule that comprises rates grouped into both buckets weighted on likelihood of use, and tiers based on volume discounts (i.e., length of a project). These shall be assessed and a total evaluated cost given from the sum of the weighted bucket costs.
 - 4.3. The formula set out below shall be used to give a Weighted Value for Money Index score.

$$\text{Weighted Value for Money Index} = \frac{\text{Quality Score} \wedge (\text{Quality Weighting/Price Weighting})}{\text{Total Evaluated Cost}}$$

5. For the formula above, for each lot, quality and price are given overall weightings out of 100% (these are separate from the individual weightings the award criteria were given to arrive at the total Quality Score for each Supplier). The overall quality weighting/price weighting (as applied as per the formula above) for each lot shall be as follows:
 - 5.1. Lot 1: 60%/40%
 - 5.2. Lot 2: 60%/40%
 - 5.3. Lot 3: 60%/40%
6. For each lot, the five Suppliers with the highest weighted value for money index score shall be taken forward to stage 3.

Section 6: Stage 3 (Scenario Assessment)

7. Stage 3 shall commence with the issue of a supplementary Invitation to Tender to the five highest scoring Suppliers for each lot in stage 2.
8. Suppliers who have not been taken forward to stage 3 will be notified of this.
9. The supplementary Invitation to Tender shall contain a scenario that will be referred to in the award criteria.
10. The stage 3 award criteria, accompanying scoring methodology and assessment methodology will each be set out in detail in the supplementary Invitation to Tender. In summary, the following assessment methodology will be used for each lot (with each lot being a separate assessment):
 - 10.1. Each shortlisted Supplier's response to the weighted scenario based award criteria shall be assessed and a scenario quality score given.
 - 10.2. The social value policy outcomes and headline social value model award criteria to be used for this Procurement shall be:
 - 10.2.1. Policy Outcome: 2. Skills for Growth: supporting growth sectors and addressing skills gaps.
 - 10.2.1.1. Award Criteria: MAC 2a: Learning and skills development opportunities relevant to the contract to address skills gaps.
 - 10.2.2. Policy Outcome 6: Employment and training for those who face barriers to employment.
 - 10.2.2.1. Award Criteria: MAC 6a: Create employment and training opportunities, particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
 - 10.3. Each shortlisted Supplier's response to the weighted social value criteria shall be assessed and the score added to the scenario quality score to give a total quality score.
 - 10.4. Each shortlisted Supplier will be asked to price the scenario using a set pricing schedule provided by the Authority. Rates used by the Supplier to calculate the price must be in line with those submitted in the pricing schedule at stage 2. The completed stage 3 pricing schedule will give a total "price to be evaluated".

10.5.The formula below shall be used to give a price per quality point:

$$\begin{array}{c} \textit{Price per} \\ \textit{Quality} \\ \textit{Point} \\ \textit{(PQP)} \\ \textit{Score} \end{array} = \frac{\textit{Price to be Evaluated}}{\textit{Total Quality Score}}$$

10.6.The Supplier with the lowest PQP for each lot will be awarded the contract for that lot.

11.A further check for excluded or excludable Suppliers will be conducted prior to the award of any Contract in accordance with Part 9 (The assessment process and award criteria) of this ITP.

Part 10: NOT USED

Part 11: Contract terms

1. The full text of the Contract terms for each Contract will be made available at stage 2 of the Procurement. This will include the key performance indicators for each Contract.
2. Each Contract will be based on the form of the HMG Mid-Tier Contract as amended for the Procurement.
3. A successful Supplier's tender (including its response to this ITP) for each lot will be included in the relevant Contract and shall become legally binding in accordance with the terms of that Contract.
4. Each Contract shall be legally binding when it has been signed by the Authority and the relevant successful Supplier.

Part 12: Contract Risks

Known risks under paragraph 5 of Schedule 8 of the Act

1. There are no known contract risks for the purposes of paragraph 5 of Schedule 8 of the Act.
2. For the avoidance of doubt, the Supplier may not introduce any additional known risks in any submission made in response to the Procurement Documents.

Appendix A: Procurement terms and conditions

Procedural requirements

1. The Procurement Documents provided to Suppliers in connection with the Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in a Supplier's submission made in response to a Procurement Document being disregarded (unless a Procurement Document expressly states that a submission must be disregarded in which case it shall be disregarded).
2. Where a Supplier's submission made in response to a Procurement Document is disregarded in accordance with the terms of a Procurement Document, that submission shall not progress in the Procurement and that Supplier shall be excluded from the Procurement. Similarly, where a Supplier is excluded from the Procurement in accordance with a Procurement Document, its submission made in response to that Procurement Document shall be disregarded and shall not progress in the Procurement.
3. Where more than one Contract is being awarded in relation to the Procurement, references in these terms and conditions to Contract and the successful Supplier refer to each Contract and to each successful Supplier.
4. Where multiple lots are being awarded, reference to the Procurement and to the Procurement Documents in these terms and conditions are reference to the Procurement and the Procurement Documents applicable to a lot.

Central Digital Platform

5. Suppliers that wish to participate in the Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation, any Connected Person, any Associated Person (including any of its Connected Persons), consortia member or Intended Subcontractor which are relevant for the purposes of the Procurement. A Supplier must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.
6. Suppliers must ensure their registration details on the Central Digital Platform are consistent with their information on the Portal and Companies House or relevant overseas registry (if registered) and are applicable to their organisation. Suppliers cannot, for example, use a parent company's Portal account to make a submission in response to a Procurement Document as the Portal registration details will be not applicable to that Supplier's organisation and will be different from those on the Central Digital Platform and Companies House. Suppliers must also ensure that the registration details on the Central Digital Platform for any Associated Person, consortia member or Intended Subcontractor which are relevant for the purposes of the

Procurement are consistent with information for those organisations on the Portal and Companies House or relevant overseas registry (if registered) and are applicable to their organisation.

Transparency

7. 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.
8. Where required under the Act or published guidance, a copy of the Contract will be published. This is subject to the Authority making any reasonable and proportionate redactions permitted under the Act including redactions of sensitive commercial information where there is an overriding public interest in such information being redacted in accordance with section 94 of the Act.
9. All central government departments and their executive agencies and non-departmental public bodies 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/information submitted by Suppliers during the Procurement (including any information that a Supplier considers to be confidential and/or commercially sensitive).
10. 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 assessing or assisting the Authority in assessing the Supplier's submission made in response to a Procurement Document. In providing such information, the Supplier consents to such disclosure.
11. No Procurement 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.

Modifying the Procurement and award criterion

12. The Authority reserves the right to cancel and/or abandon the Procurement at any point and/or to choose not to award the Contract or lot as a result of the Procurement. Any decision by the Authority not to award a lot does not prevent the Authority from awarding the remaining lots.
13. 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 the Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation, abandonment and/or amendment of the Procurement.
14. The Authority reserves the right at any time to:

- a. amend the Procurement as described in the Procurement Documents;
 - b. issue amendments, modifications and/or additional information to any Procurement Document;
 - c. require a Supplier to clarify any submission it makes in response to a Procurement Document in writing and/or provide additional information in relation to that submission. Failure by a Supplier to respond adequately may result in that submission being disregarded;
 - d. alter the Procurement Timetable for the Procurement including the right to award different lots at different times; and
 - e. rewind and re-run any part of the Procurement on the same or alternative basis.
15. If the Authority makes any refinements, modifications or amendments that affect the Tender Notice or other Procurement Documents, it shall modify and republish the relevant Procurement Documents to reflect the refinement, modification or amendment. Any submission made by the Supplier in response to a Procurement Document will be assumed to take all then current amendments, refinements or modifications, as well as any additional information issued by the Authority, into account.
16. When making a modification, refinement or amendment the Authority shall have regard to the importance of the objectives in section 12 of the Act.

Confidentiality and publicity

17. Save to the extent made publicly available by the Authority, the information in any Procurement Document, and information communicated to Suppliers during the Procurement, is in each case 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 by the Supplier to the Authority, provided that such person has given an undertaking prior to the receipt of the information (and for the benefit of the Authority) to keep such information confidential.
18. When providing information as part of its submission made in response to a Procurement Document, Suppliers agree to waive, or procure the waiver from any relevant third party of, any contractual or other confidentiality rights and obligations associated with that information.
19. Suppliers must not take part in any publicity activities with any part of the media about the 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. Suppliers should not disclose or make any public statement which confirms that they have submitted a submission in response to a Procurement Document before the Authority has announced the outcome of the Procurement.

20. The Authority reserves the right to publish the amounts of tenders and the name of the successful Supplier, other Suppliers who participated in the Procurement, and to publish such other Supplier information as it may be required to publish in accordance with statutory provisions with which the Authority must comply.
21. The Authority may require in its discretion that Suppliers enter into a non-disclosure agreement in a form satisfactory to the Authority in relation to any TUPE employee information (if applicable) and/or any other confidential information that is shared with Suppliers in relation to this Procurement.

Freedom of information and environmental information

22. 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.
23. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:
 - a. clearly identify in accordance with the requirements of the Procurement Documents which information is considered commercially sensitive;
 - b. explain the potential implications of disclosure of such information; and
 - c. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive.
24. The Authority will make reasonable endeavours to:
 - a. hold confidential all information submitted by a Supplier which the Supplier has identified as being commercially sensitive in accordance with the requirements of the Procurement Documents; and
 - b. consult with a Supplier about any such commercially sensitive information before making a decision on any FOIA requests and EIR requests received (noting that the Authority has a very limited time in which to decide whether or not information can be released, so it is imperative that the Supplier ensures that the Authority has up-to-date contact details and that the contact is able to respond to the Authority quickly in order to enable the Authority to respond to a request).
25. 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.
26. Suppliers are advised to read the Code of Practice Issued by the Department for Constitutional Affairs under Section 45 of the FOIA, which gives guidance to public

authorities on the handling of requests for information the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at the Ministry of Justice website.

Requirements on sub-contractors and consortium

27. 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 the 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 submission made in response to a Procurement Document being disregarded.
28. Suppliers should also refer to the full Contract terms when made available by the Authority in accordance with the Procurement Documents as they relate to sub-contracting.

Parent company guarantee or other securities

29. The Authority may reserve the right in the Procurement Documents to require a parent company guarantee or alternative equivalent form of security should a Supplier be successful in the Procurement.
30. 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.
31. Notwithstanding the above, where the Authority specifies any minimum financial security requirements in a Procurement Document, acceptance of these requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's submission made in response to a Procurement Document being disregarded.

Non-collusion, non-canvassing

32. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier from the Procurement, 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.
33. Specifically, Suppliers must not directly or indirectly at any time:
- a. devise or amend the content of their submission made in response to a Procurement Document in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a 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 person's submission made in response to a Procurement Document or offer to pay any sum of money or consideration to any person to effect

changes to the form or content of any other person's submission made in response to a Procurement Document;

- c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from making a submission in response to a Procurement Document;
- d. canvass any employees, members or agents of the Authority in relation to the Procurement;
- e. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or that Supplier's submission made in response to a Procurement Document;
- 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;
- g. disclose to any third-party prices shown in its tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
- h. in connection with the award of the Contract, commit an offence under the Bribery Act 2010 or offer or agree to pay or give, or pay or give, any sum of money, inducement, or consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Supplier or any other Supplier's submission made in response to a Procurement Document.

34. Suppliers are required to complete and return a certificate(s) of non-collusion and non-canvassing in accordance with the requirements of the Procurement Documents, noting that the Authority will be entitled to rely on the information provided in the certificate.

Conflicts of Interest (COI)

35. Suppliers are responsible for ensuring that:

- a. no actual, potential or perceived Procurement Conflict of Interest exists between either themselves, any Associated Person or any Intended Subcontractor and the Authority or its advisers; and
- b. no actual, potential or perceived Contract Conflict of Interest exists.

36. Suppliers must ensure they submit a conflict of interest statement in accordance with the requirements of the Procurement Documents detailing any actual, potential or perceived Procurement Conflict of Interest and Contract Conflict of Interest and the steps the Supplier will take to mitigate such actual, potential or perceived conflict of interest.

37. Suppliers must remain alert to any actual, potential or perceived Procurement Conflict of Interest and Contract Conflict of Interest. If any new actual, potential or perceived Procurement Conflict of Interest or Contract Conflict of Interest arises after submission

of the conflict of interest statement described above and/or if any circumstance or information contained in a submitted conflict of interest statement changes, the Supplier shall immediately notify the Authority of this fact and submit an updated conflict of interest statement to the Authority detailing these changes and/or the new conflict of interests (as the case may be).

38. In the event a tender is accepted and the Contract is awarded, any conflict of interest statements (including any updated conflict of interest statements) shall become part of the Contract and shall be legally binding in accordance with the terms of the Contract.
39. In the event of any actual, potential or perceived Procurement Conflict of Interest or Contract 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 from the Procurement a Supplier that fails to notify the Authority of an actual, potential or perceived Procurement Conflict of Interest or Contract Conflict of Interest and/or that fails to submit a conflict of interest statement in accordance with paragraph 36 above;
 - b. request further information from any Supplier and require any Supplier to take reasonable steps to avoid any Procurement Conflict of Interest or Contract Conflict of Interest. This may include but is not limited to requiring a Supplier to enter into a specific conflict of interest agreement with the Authority. If the Supplier fails to provide such information and/or take such action and/or the Authority in its absolute discretion decides that the Procurement Conflict of Interest or Contract Conflict of Interest (as applicable) cannot be mitigated to its satisfaction, the Supplier shall be excluded from participating in, or progressing as part of, the Procurement.
40. Where a Procurement Conflict of Interest puts a Supplier at an unfair advantage in relation to the award of the Contract and the Authority considers that such advantage cannot be avoided the Authority shall exclude the Supplier from the Procurement.
41. The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should it have any concerns regarding any actual, potential or perceived conflict of interest prior to making any submission in response to a Procurement Document.

Conflict assessments

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

Intellectual property

43. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in the 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 to the Procurement Documents) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to the

Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

Anti-competitive behaviour

- 44. 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.
- 45. Any evidence of anti-competitive behaviour may result in a Supplier being excluded 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.
- 46. 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 of the Act and may be added to the Debarment List and/or be liable for civil and/or criminal penalties.

Contract

- 47. A Supplier's tender (including all submissions made by the Supplier in response to a Procurement Document) is an offer to enter into the Contract on the terms of the Contract set out in the Procurement Documents. 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 Contract that is in force in accordance with its terms.
- 48. All submissions made by the Supplier in response to a Procurement Document must remain valid for acceptance from the date provided for a period of 120 days from the final tender submission deadline and until any procurement challenge/s have been resolved.

Supplier withdrawal

- 49. Suppliers may withdraw from the Procurement at any time by providing written notification to the Authority via the Portal.

Modifying a submission

- 50. Suppliers may modify any submission made in response to a Procurement Document prior to the deadline for that submission stated in the Procurement Documents. The Authority will not open the relevant submission until after the deadline for that submission stated in the Procurement Documents.

Variant submissions

- 51. The Authority shall not accept a submission made by a Supplier in response to a Procurement Document that offers an alternative approach to, or method of, meeting

the Authority's requirements to that required under the Procurement Documents or a submission made by a Supplier which seeks to amend or introduce additional or alternative Contract conditions (a variant submission). A variant submission shall be deemed a non-compliant submission and shall be disregarded.

Supplier eligibility

52. Suppliers are reminded that the eligibility requirements in the Procurement Documents apply to the Procurement at all times.
53. The Authority reserves the right to require a 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 Procurement Specific Questionnaire, 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.
54. 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 the Procurement (including but not limited to arrangements in relation to any Associated Persons, consortia members and Intended Subcontractors) 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) disregarding the Supplier's submission made in response to a Procurement Document.

Supplier warranties

55. In making a submission in response to the Procurement Documents, the Supplier warrants, represents and undertakes to the Authority that:
- a. it understands and has complied with the conditions set out in the Procurement Documents;
 - 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 to the Authority and as at the date of the award of the Contract to the Supplier;
 - 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 Procurement Documents and has not made any submission in response to a Procurement Document 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); and

- d. it has full power and authority to make a submission in response to the Procurement Documents and to perform the obligations in relation to the Contract and will, if requested, promptly produce evidence of such to the Authority.
56. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
- a. the Authority may disregard a Supplier's submission made in response to a Procurement Document;
 - 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; and
 - 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

Costs and expenses

57. All costs, expenses and liabilities incurred by a Supplier in connection with the preparation and making of its submissions in response to a Procurement Document will be borne by the Supplier.
58. The Supplier shall have no claim whatsoever against the Authority in respect of such costs, expenses or liabilities and in particular (but without limitation) the Authority shall not make any payments to the successful Supplier or any other Supplier save as expressly provided for in the Contract and (save to the extent set out in the Procurement Documents) no compensation or remuneration shall otherwise be payable by the Authority to the successful Supplier in respect of the Contract by reason of the scope of the Specification of Requirements being different from that envisaged by the successful Supplier or otherwise.

Third parties

59. 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

60. The law of England and Wales is applicable to the Procurement.
61. Suppliers 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 the Procurement.

Cyber Essentials

62. The Cyber Essentials Scheme (CES) has been a mandatory requirement for suppliers with Government contracts involving sensitive or personal information since 01 October 2014. Suppliers can view details of the CES at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>. Suppliers shall hold cyber essentials certification as a minimum on all Government contracts awarded which include the processing of personal data and/or information at the Official level of the Government Protective Marking Scheme.
63. The Authority has conducted a cyber risk assessment to identify the level of cyber risk to the Authority's requirement. It has been identified that Cyber Essentials Plus, or demonstration of equivalence, is required.
64. Where the Supplier intends to sub-contract any part of the requirement, the minimum cyber security requirements, as set out in paragraphs 62 and 63, must be transferred through the supply chain. No subcontract can be awarded until the subcontractor has demonstrated to the Supplier that it has met the minimum standards required, either through certification or equivalent demonstration of standards.
65. Each successful Supplier shall only be awarded a Contract if they are able to demonstrate they have been certified, can be certified, or can demonstrate equivalence to the minimum cyber security standards, as set out in paragraphs 62 and 63 above, upon Contract commencement.

Appendix B: The Authority's detailed requirement

This Procurement is made up of 3 lots, as follows:

Lot 1	AI Lab: Rapid, time limited exploration and assessment of AI use cases and experiments.
Lot 2	AI Factory: Development and operationalisation of experiments into production ready tools and components.
Lot 3	AI Operations: Maintenance, scaling, and operationalisation of AI solutions.

To note: Reference in this Specification of Requirements to “Buyer” means the Authority being the Secretary of State for Business and Trade acting as part of the Crown.

Applicable to all lots:

The successful Suppliers for each lot will be required to provide specialist resources on the following basis:

- Statements of work will be used to define the specific deliverables and skills required for each piece of work, which may include both short and long-term projects and require a broad range of specialists across a variety of skillsets to deliver on.
- All specialists will need to hold Security-Check (SC) level clearance. It is not expected that the Supplier will have specialists that hold SC clearance when tendering, but it is expected that where a Supplier is successful, it will commence process of having its staff undertake clearance processes. The successful Suppliers will bear all costs of clearance.
- Individual specialist skills to be assessed using the SFIA framework, The Buyer reserves the right to review the skills of proposed specialists and request the Supplier replace them at any time during the Contract.
- The Supplier will be responsible for the outputs of the specialists it provides to deliver on agreed Statements of Work (SOW); however day-to-day, the specialists will work alongside and take direction from Civil Servants within the Buyer's Digital, Data and Technology (DDaT) team. The Supplier is responsible for ensuring the resources they provide understand the directions they are being given by Civil Servants, and that such directions are workable to achieve the required outputs in line with the constraints of the relevant SOW. It is the responsibility of the Supplier to ensure that its resources raise any concerns about a direction given to them by a Civil Servant with the Buyer promptly.

- The specialists provided will also work alongside resources from other suppliers to the Buyer.
- The Supplier will contribute to lessons learned and continuous improvement exercises.
- The Supplier must have a clear understanding of how to work with monitoring and evaluation teams and an understanding of monitoring and evaluation approaches – specialists provided by the Supplier will be required to support the analysts in the Buyer's Digital Evaluation and Performance Analysis Team to enable the monitoring and evaluation of AI solutions. This will include:
 - A. using appropriate and established benchmarks for the testing of products at the development stage, and
 - B. support the establishment of baselines, develop clear performance objectives, analysis for understanding the impact of deployment of the tools and measuring value for money.

The evaluation work will follow standard HMT guidance as set out in the latest editions of the Magenta³ and Green⁴ books as well as the key principles in the GDS AI Playbook⁵.

³ <https://www.gov.uk/government/publications/the-magenta-book>

⁴ <https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government>

⁵ <https://www.gov.uk/government/publications/ai-playbook-for-the-uk-government>

Individual lots

1. **AI Lab: Rapid, time limited exploration and assessment of AI use cases and experiments.**

Context:

The Department for Business and Trade (DBT) Digital, Data and Technology (DDaT) team is implementing the 'AI³' model to identify, test, develop, and evaluate use cases for artificial intelligence across departmental functions.

This model comprises three development phases:

- AI Lab: Rapid, time limited exploration and assessment of AI use cases and experiments.
- AI Factory: Development and operationalisation of experiments into production ready tools and components
- AI Operations: Maintenance, scaling, and operationalisation of AI solutions

This lot is focused on the AI Lab phase, which is key to the success of the wider AI³ model.

Objectives:

The Supplier must provide specialist resources to:

- Identify high value AI use cases through structured engagement with HMG stakeholders
- Assess the feasibility and potential impact of these use cases
- Rapidly prototype and test working experiments, with clear identification of success measures and experiment scope
- Ensure ethical, secure, and compliant use of data throughout the process
- Support decision making for onward investment and scaling

Scope:

The Supplier, through provision of its specialists to the Buyer, will be expected to deliver the following through agreed SOWs that will refine the specific deliverables:

- **Use Case Identification:**
 - Facilitate ideation workshops and horizon scanning activities
 - Engage with the Buyer's (and potentially wider HMG's) internal teams to uncover operational challenges and innovation opportunities
 - Reuse and adapt existing AI solutions from across government and industry

- **Technical Feasibility Assessment**

- Apply data science and machine learning engineering expertise to evaluate proposed use cases
- Recommend appropriate technical approaches and architectures
- Collaborate with the Buyer's teams to ensure alignment with existing infrastructure and standards

- **Data Ethics and Governance**

- Ensure all AI use cases comply with ethical standards and data governance policies
- Advise on responsible AI practices, including bias mitigation and transparency
- Support GDPR compliance and data protection assessments

- **Prototyping and Experimentation**

- Rapidly develop prototypes using standard design patterns for government services
- Design and execute experiments to validate concepts
- Document outcomes and provide recommendations for further development or discontinuation

- **Collaboration and Integration**

- Work alongside civil servants and embedded teams
- Contribute to lessons learned and continuous improvement exercises

Required Skills and Roles

The Supplier must provide access to professionals with skills aligned to the Government Digital, Data and Technology Capability Framework. Specific skill levels will be defined through individual Statements of Work using the SFIA framework.

Required roles include (but are not limited to):

- Data Scientist
- Machine Learning Engineer
- Data Engineer
- Software Developer
- Data Analyst
- Data Architect
- Product and Delivery Manager

Other roles will be defined in the pricing schedule released at Stage 2, along with definitions and skill levels. During the course of the Contract, should a role be required that has not been defined (nor priced), this will be agreed between the Buyer and the Supplier through a variation to the Contract.

Delivery Model

Supplier teams may be deployed on short-term or long-term projects. Resources will be embedded within Buyer teams and operate under the direction of Buyer staff. Flexibility is required to support a variety of workstreams in order to deliver on agreed SOWs.

Additional Requirements:

The Supplier shall adhere to Government Digital Service (GDS) standards, the government technology code of practice, government cybersecurity standards, and the Buyer's security policy & procedures (which will be shared as part of the stage 2 Invitation to Tender).

- All work undertaken by the Supplier must be pre-approved in writing by the Buyer through an agreed Statement of Work.
- The Supplier shall not commence any work without written confirmation in the form of a Statement of Work signed by both parties. Deliverables will only be deemed complete once the Buyer has reviewed and signed off the work in writing, in accordance with the acceptance criteria set out in the relevant SOW.

Working Arrangements:

The specialists provided by the Supplier must work on Department for Business and Trade (DBT) equipment on a 7.5-hour working day and must comply with the Buyer's hybrid working policy at a designated DBT Office location. Locations include London, Darlington, Edinburgh, Cardiff, Belfast, Birmingham, and Salford.

It will be decided on a case-by-case basis with each SOW whether there are specific stipulations to attend a specific office location (for example where in-person collaboration is essential), or if the provided specialists can choose a location themselves.

Intellectual Property and IPR Ownership:

The Supplier shall ensure that all intellectual property and data created under the Contract (including any SOW) is owned by the Buyer without limitation. The Supplier must also address any confidentiality, data protection, or security risks that may arise.

Security clearance:

The Supplier shall ensure that all specialists deployed under the Contract hold valid Security Check (SC) clearance before commencing work on an SOW. SC-clearance for resources is not a pre-requisite for tendering; however, upon notification of being successful in the Procurement, the Supplier commits to commence the process for obtaining clearance for relevant resources. The Supplier must follow the guidance on gov.uk regarding vetting procedures⁶. The Supplier is liable for all costs associated with the clearance of their provided resources.

The Supplier must hold the following (or demonstrate equivalence with):

- ISO27001,
- Cyber Essentials plus

The Supplier must comply with the Buyer's internal security and data protection policies.

⁶ <https://www.gov.uk/guidance/united-kingdom-security-vetting-applicant>

2. AI Factory: Development and operationalisation of experiments into production ready tools and components

Context:

The Department for Business and Trade (DBT) Digital, Data and Technology (DDaT) team is implementing the 'AI³' model to identify, test, develop, and evaluate use cases for artificial intelligence across departmental functions.

This model comprises three development phases:

- AI Lab: Rapid, time limited exploration and assessment of AI use cases and experiments
- AI Factory: Development and operationalisation of proofs of concept into production ready tools and components
- AI Operations: Maintenance, scaling, and operationalisation of AI solutions

This lot is focused on the AI Factory phase, building on the AI Lab.

Objectives/Scope:

The Supplier must provide specialist resources to develop and operationalise AI into services, tools and components, building on successful experiments from the AI Lab.

This will include:

- Service and technical architecture design informed by data expertise to translate proofs of concept into robust, user-facing tools and services
- Innovation in delivery and application of AI technology, going beyond standard tools and technologies to deliver measurable applications of AI.
- Assessing, designing and optimising data science and ML engineering approaches to ensure that technical AI proofs of concept perform in a real-world environment
- Partnering with other digital teams within the Buyer's DDaT team to co-deliver new AI features and components within existing digital and data services
- Product and delivery expertise informed by data to ensure rapid, tightly scoped delivery of services within a few months
- User-centred design expertise to ensure that products and tools are able to meet user needs, and to identify opportunities for re-use or wider roll-out of products developed
- Helping to build skills around operationalisation of AI among civil servants, including core technical and infrastructure skills
- Evaluation and performance analysis expertise to identify meaningful metrics for assessing the performance of AI products being delivered and enabling continuous improvement

This is not an exhaustive list, and specific deliverables will be defined, refined and agreed with the commission of each SOW.

Required Skills and Roles

The Supplier must provide access to professionals with skills aligned to the Government Digital, Data and Technology Capability Framework. Specific skill levels will be defined through individual Statements of Work using the SFIA framework.

Required roles include (but are not limited to):

:

- User researcher
- Service / Content / Interaction Designer
- Software Developer
- Data Scientist
- ML Engineer
- Data Engineer
- Technical Architect
- Product Manager
- Delivery Manager
- Other DDaT professional roles as required

Other roles will be defined in the pricing schedule released at Stage 2, along with definitions and skill levels. During the course of the Contract, should a role be required that has not been defined (nor priced), this will be agreed between the Buyer and the Supplier through variation to the Contract.

Delivery Model

Supplier teams may be deployed on short-term or long-term projects. Resources will be embedded within Buyer teams and operate under the direction of Buyer staff. Flexibility is required to support a variety of workstreams in order to deliver on agreed SOWs.

Additional Requirements:

The Supplier shall adhere to Government Digital Service (GDS) standards, the government technology code of practice, government cybersecurity standards, and the Buyer's security policy & procedures (which will be shared as part of the stage 2 Invitation to Tender).

- All work undertaken by the Supplier must be pre-approved in writing by the Buyer through an agreed Statement of Work.
- The Supplier shall not commence any work without written confirmation in the form of a Statement of Work signed by both parties. Deliverables will only be deemed complete once the Buyer has reviewed and signed off the work in writing, in accordance with the acceptance criteria set out in the relevant SOW.

Working Arrangements:

The specialists provided by the Supplier must work on Department for Business and Trade (DBT) equipment on a 7.5-hour working day and must comply with the Buyer's hybrid working policy at a designated DBT Office location. Locations include London, Darlington, Edinburgh, Cardiff, Belfast, Birmingham, and Salford.

It will be decided on a case-by-case basis with each SOW whether there are specific stipulations to attend a specific office location (for example where in-person collaboration is essential), or if the provided specialists can choose a location themselves.

Intellectual Property and IPR Ownership:

The Supplier shall ensure that all intellectual property and data created under the Contract (including any SOW) is owned by the Buyer without limitation. The Supplier must also address any confidentiality, data protection, or security risks that may arise.

Security clearance:

The Supplier shall ensure that all specialists deployed under the Contract hold valid Security Check (SC) clearance before commencing work on an SOW. SC-clearance for resources is not a pre-requisite for tendering; however, upon notification of being successful in the Procurement, the Supplier commits to commence the process for obtaining clearance for relevant resources. The Supplier must follow the guidance on gov.uk regarding vetting procedures⁷. The Supplier is liable for all costs associated with the clearance of their provided resources.

The Supplier must hold the following (or demonstrate equivalence with):

- ISO27001,
- Cyber Essentials plus

The Supplier must comply with the Buyer's internal security and data protection policies.

⁷ <https://www.gov.uk/guidance/united-kingdom-security-vetting-applicant>

3. AI Operations: Maintenance, scaling, and operationalisation of AI Solutions.

Context:

The Department for Business and Trade (DBT) Digital, Data and Technology (DDaT) team is implementing the 'AI³' model to identify, test, develop, and evaluate use cases for artificial intelligence across departmental functions.

This model comprises three development phases:

- AI Lab: Rapid, time limited exploration and assessment of AI use cases and experiments
- AI Factory: Development and operationalisation of experiments into production ready tools and components
- AI Operations: Maintenance, scaling, and operationalisation of AI solutions

This lot is focused on the AI Operations phase, building on the AI Factory.

Objectives

The Supplier must provide specialist resources to maintain, scale and support the robust operation of AI tools and components, as well as the underlying data, AI and technical infrastructure used across AI teams.

The Supplier will provide specialist resources to:

- Scale AI solutions for department-wide use with reliability, security, and maintainability.
- Ensure AI components and services are reliable, performant, and secure through strong data, infrastructure, and ML engineering practices.
- Enable reuse of technical solutions across multiple use cases to simplify the overall technical landscape.
- Recommend infrastructure approaches aligned with the Buyer's technical guidance.
- Ensure compliance with the Buyer's engineering standards, governance frameworks, and internal assurance processes.
- Monitor and manage performance, cost, and environmental impact of AI services, including LLM usage and infrastructure consumption.
- Provide product and delivery management for live and mature services, including identifying user-driven improvements and managing enhancements.
- Upskill DBT civil servants in operationalising AI, including core technical and infrastructure skills.
- Provide guidance and set standards on how the Buyer's DDaT teams can best deploy AI in their own services,
- Continuously improve AI services and tools based on evidence-driven user insights.
- Showcase AI Ops work to the wider DBT through demos and show-and-tells.

Scope

The supplier will be expected to deliver the following (which will be refined on a case-by-case basis as SOWs are agreed):

Operationalisation and Scaling

- Take AI Factory tools and components and operationalise them into robust, reusable, and scalable services on the Buyer's infrastructure.
- Maintain and enhance live AI services and tools, ensuring alignment with the Buyer's standards as defined in agreed SOWs.

Component Development and Management

- Develop and iterate reusable AI components; maintain a shared component library on the Buyer's infrastructure.
- Partner with the Buyer's digital teams to create components that integrate across multiple digital and data services, promoting efficiency and consistency.

Infrastructure and Compliance

- Implement Infrastructure as Code (IaC) and follow the Buyer's engineering best practices as defined in agreed SOWs.
- Engage with governance and assurance processes, including IRAP/TDA compliance.
- Recommend infrastructure approaches aligned with DBT technical guidance.

Monitoring and Sustainability

- Provide service monitoring and enhancement to optimise performance, reduce waste, control costs, and minimise environmental impact.

Documentation and Knowledge Transfer

- Produce and maintain documentation for developers (both Supplier and Buyer) and the Buyer's end users.
- Support the DBT AI and wider DBT DDaT teams in using AI-related infrastructure and components effectively.
- Collaborate with the Buyer's teams to ensure alignment with existing infrastructure and standards.
- Deliver mentoring and pairing to build civil service capability in AI operationalisation.

Continuous Improvement

- Identify new features through user research, then design, develop, test, and evaluate enhancements to improve existing AI services.

Required Skills and Roles

The Supplier must provide access to professionals with skills aligned to the Government Digital, Data and Technology Capability Framework. Specific skill levels will be defined through individual Statements of Work using the SFIA framework.

Required roles include (but are not limited to):

- Data Scientist
- Machine Learning Engineer
- Data Engineer
- Software Developer
- Data Analyst
- Data Architect
- Product and Delivery Manager
- Other ancillary DDaT roles as needed

Delivery Model

Supplier teams may be deployed on short-term or long-term projects. Resources will be embedded within Buyer teams and operate under the direction of Buyer staff. Flexibility is required to support a variety of workstreams in order to deliver on agreed SOWs.

Additional Requirements:

The Supplier shall adhere to Government Digital Service (GDS) standards, the government technology code of practice, government cybersecurity standards, and the Buyer's security policy & procedures (which will be shared as part of the stage 2 Invitation to Tender).

- All work undertaken by the Supplier must be pre-approved in writing by the Buyer through an agreed Statement of Work.
- The Supplier shall not commence any work without written confirmation in the form of a Statement of Work signed by both parties. Deliverables will only be deemed complete once the Buyer has reviewed and signed off the work in writing, in accordance with the acceptance criteria set out in the relevant SOW.

Working Arrangements:

The specialists provided by the Supplier must work on Department for Business and Trade (DBT) equipment on a 7.5-hour working day and must comply with the Buyer's hybrid working policy at a designated DBT Office location. Locations include London, Darlington, Edinburgh, Cardiff, Belfast, Birmingham, and Salford.

It will be decided on a case-by-case basis with each SOW whether there are specific stipulations to attend a specific office location (for example where in-person collaboration is essential), or if the provided specialists can choose a location themselves.

Intellectual Property and IPR Ownership:

The Supplier shall ensure that all intellectual property and data created under the Contract (including any SOW) is owned by the Buyer without limitation. The Supplier must also address any confidentiality, data protection, or security risks that may arise.

Security clearance:

The Supplier shall ensure that all specialists deployed under the Contract hold valid Security Check (SC) clearance before commencing work on an SOW. SC-clearance for resources is not a pre-requisite for tendering; however, upon notification of being successful in the Procurement, the Supplier commits to commence the process for obtaining clearance for relevant resources. The Supplier must follow the guidance on gov.uk regarding vetting procedures⁸. The Supplier is liable for all costs associated with the clearance of their provided resources.

The Supplier must hold the following (or demonstrate equivalence with):

- ISO27001,
- Cyber Essentials plus

The Supplier must comply with the Buyer's internal security and data protection policies.

⁸ <https://www.gov.uk/guidance/united-kingdom-security-vetting-applicant>

Appendix D: Glossary

Unless the context otherwise requires, the following words and expressions used within the Procurement Documents (except in any Contract or the ITT, as the context requires) are defined as follows:

Defined term	Definition
Act	means the Procurement Act 2023.
Associated Person	<p>means an associated person for these purposes is defined in section 26(4) of the Act as a person the Supplier is relying on to satisfy the conditions of participation (other than a guarantor).</p> <p>Associated persons are likely to be consortium members and/or within the first tier of sub-contractors, but may be further down the supply chain, for example in procurements of contracts with highly technical elements.</p>
Authority	means the Secretary of State for Business and Trade acting as part of the Crown.
Central Digital Platform or CDP	<p>means the online system referenced in the Act and defined in Regulation 5(2) of the Regulations. It is available at www.gov.uk/find-tender</p> <p>The Central Digital Platform will enable:</p> <ol style="list-style-type: none"> contracting authorities and suppliers to register and receive a unique identifier; contracting authorities to publish notices and other information as required under the Act for covered and below-threshold procurements; suppliers to submit and store certain core organisational information as required by the Regulations to participate in a covered procurement. This information will only be available to those contracting authorities that a supplier chooses to share it with; it cannot be freely accessed; and anyone to view the notices and access related public procurement data.
Connected Person	<p>means a connected person as defined in paragraph 45 of Schedule 6 to the Act. In summary, it covers any of the following:</p> <ol style="list-style-type: none"> a person with 'significant control' over the supplier (within the meaning given by section 790C(2) of the Companies Act 2006 (CA 2006));

Defined term	Definition
	<ul style="list-style-type: none"> b. a director or shadow director of the supplier; c. a parent undertaking or a subsidiary undertaking of the supplier; d. a predecessor company; e. any other person who it can reasonably be considered stands in an equivalent position in relation to the supplier as a person within paragraph a to d; f. any person with the right to exercise, or who actually exercises, significant influence or control over the supplier; g. any person over which the supplier has the right to exercise, or actually exercises, significant influence or control. <p>For the purposes of this definition, “the supplier” means the Supplier, an Associated Person or an Intended Subcontractor, as the context requires.</p>
Core Supplier Information	<p>means the core supplier information defined in Regulation 6(9) of the Regulations. In summary, this is divided into four key categories of information and covers:</p> <ul style="list-style-type: none"> a. basic information; b. economic and financial standing information; c. Connected Person information; and d. exclusion grounds information.
Competitive Flexible Procedure	<p>means the competitive flexible procedure as defined by section 20 of the Act.</p>
Contract	<p>means each contract to be entered into by the Authority with the relevant successful Supplier.</p>
Contract Conflict of Interest	<p>means a Contract specific conflict of interest as defined in the ITT.</p>
Debarment List	<p>means the list of suppliers maintained pursuant to section 62 of the Act.</p>
Discretionary Exclusion	<p>means a discretionary exclusion ground other than the National Security Mandatory Exclusion set out in Schedule 7 of the Act.</p>
EIR	<p>means the Environmental Information Regulations 2004</p>

Defined term	Definition
	(EIR).
FOIA	means the Freedom of Information Act 2000 (FOIA).
Intended Subcontractor	<p>means all sub-contractors (including any consortium members) a Supplier intends to use as part of the Procurement (as required by section 28(1)(a) of the Act) as listed by the Supplier in its PSQ.</p> <p>This is not restricted to sub-contractors that the Supplier is relying on to meet conditions of participation (who will in any event be Associated Persons) but applies to all sub-contractors (of all tiers) the Supplier intends to sub-contract the performance of all or part of the relevant Contract to.</p>
Invitation to Participate or ITP	means this document together with its appendices and attachments and including but not limited to the PSQ.
Invitation to Tender or ITT	means the document together with all appendices and attachments inviting Suppliers to submit a tender including any supplementary documents.
Mandatory Exclusion	means a mandatory exclusion ground other than the National Security Mandatory Exclusion set out in Schedule 6 of the Act.
National Security Discretionary Exclusion	means a discretionary exclusion ground set out in Paragraph 14 of Schedule 7 of the Act.
National Security Mandatory Exclusion	means the mandatory exclusion ground set out in paragraph 35 of Schedule 6 of the Act.
Participation Submission Deadline	means the date and time by which Suppliers must submit their response to this ITP as set out in Part 1 (Deadline for responding to this ITP) of this document and as may be amended from time to time by the Authority.
Procurement Conflict of Interest	means a conflict of interest within the meaning of section 81 of the Act.
PME Notice	means the preliminary market engagement notice with reference 2025/S 000-049568 published on 18 th August 2025 on the Central Digital Platform.
Portal	means the Jaggaer portal used by the Authority for the purposes of the Procurement and which can be accessed here: https://uktrade.app.jaggaer.com/web/login.html .

Defined term	Definition
Procurement	means, in respect of each lot, this Complete Flexible Procedure procurement process.
Procurement Documents	means, in respect of each lot, the Tender Notice for the Procurement as supplemented by this ITP and any other document expressly stated to be an associated tender document that is applicable to that lot.
Procurement Timetable	means the indicative timetable for the Procurement as set out in Part 7 (Procurement timetable) of this document as may be amended by the Authority from time to time.
Project Specific Questionnaire or PSQ	means the project specific questionnaire in the form set out in Appendix F (Procurement Specific Questionnaire (PSQ)).
Regulations	means the Procurement Regulations 2024 (SI 2024 No. 692) that add further detail to the Act.
Specification of Requirements	means the Authority's technical requirements as set out in Appendix B (The Authority's detailed requirement).
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement.
Tender Notice	means the tender notice published on 16/10/2025 on the Central Digital Platform.
Unique Identifier	means the unique identifiers as defined in Regulation 8 of the Regulations. In summary, in the case of a supplier, it is the unique code which is submitted to the Central Digital Platform and is recognised by that Platform or, where no such code is submitted and recognised, it is the unique code which is allocated by that Platform when the supplier registers on that Platform.

Appendix E: Declaration of compliance with ITP

Note for completion and submission: the Supplier must download, complete and sign this Appendix E, and then attach it against the relevant question on the Portal as part of their submission.

Dear Sir or Madam

Declaration of compliance with ITP

I/We, the undersigned, wish to participate in this Procurement.

Checklist for Suppliers

List all documents to be submitted.

Document number	Document name	Included (Y/N)
	Appendix E: Declaration of compliance with ITP	
	Appendix F: Completed Procurement Specific Questionnaire (PSQ)	
	Appendix H: Commercially sensitive information	

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

I/We confirm that I/we can supply the goods, works and/or services set out in the Specification of Requirements.

I/We understand that the Authority reserves the right to accept or refuse this response to the ITP in accordance with the Procurement Act 2023 and/or the ITP.

I/We confirm that all information supplied to the Authority and forming part of this response to the ITP is true and accurate including but not limited to any information created using AI tools.

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

- 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 our response to the ITP will remain valid from the date it is provided until 120 days from the stage 3 tender submission deadline (as defined in the ITT) and until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Supplier to the responses given in respect of the ITP and to its obligations contained in the ITP.

I/We understand that non-compliance with the requirements of the ITP or with any other instructions given by the Authority may lead to my/our response to the ITP being disregarded.

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

I/We confirm that:

- there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
- if there are or may be such circumstances giving rise to an actual, potential or perceived Procurement Conflict of Interest we have disclosed this in full to the Authority.

Signature

Name (print)

Position

Supplier name

Date

Appendix F: Procurement Specific Questionnaire (PSQ)

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 award submission (on how suppliers propose to meet the tender award criteria). The PSQ consists of three parts:
3. **Part 1 - confirmation of Core Supplier Information:** suppliers participating in procurements are now 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 requires Suppliers to confirm that have taken these steps. If a Supplier is unable to confirm that it has taken these steps the Supplier may be excluded from further participation in the Procurement.
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 Persons) 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 the Procurement, Suppliers 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 suppliers are Associated Persons and their exclusions information must be shared with the Authority. The Authority recommends this is done by ensuring that Associated Persons register, submit and share their information via the CDP (like the prime/main Supplier).
6. 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 Subcontractors, which will be checked against the Debarment List by the Authority.
7. **Part 3 - conditions of participation:** the Authority has set conditions of participation which a Supplier must satisfy in order to be awarded a Contract. They relate to the Supplier's legal and financial capacity or their technical ability.

8. Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the Authority. This might include a pass or fail mechanism, or a threshold which the Supplier must meet.
9. 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 successful Supplier's Associated Persons;
 - details of the successful Supplier's Connected Person information; and
 - for certain procurements over £5 million, details of unsuccessful suppliers.
10. Where a Supplier is unsure or requires any clarification, they should check with the Authority.
11. Capitalised terms and expressions used in this PSQ shall have the meanings ascribed to them in the glossary at Appendix [D] (Glossary) of the Invitation to Participate.
12. The Supplier shall complete the following steps prior to the Participation Submission Deadline for the Procurement:

Action 1

- Register on the Central Digital Platform (CDP) if the Supplier has not already done so;
- Submit the Supplier's most up to date Core Supplier Information on the Central Digital Platform (CDP), this includes the Supplier's:
 - basic information;
 - economic and financial standing information;
 - Connected Persons information; and
 - exclusion grounds information (this includes exclusion information about the Supplier and its Connected Persons).

Action 2

Where the Supplier intends to rely on other suppliers to meet conditions of participation, those other suppliers should submit and share their basic information, Connected Persons information and exclusion ground information via the CDP.

Action 3

Where the Supplier intends to sub-contract the performance of all or part of a Contract, then a list should be provided of all those sub-contractors. This is to enable the Authority to check the Intended Subcontractors against the published Debarment List.

Note: all the questions below are to be answered via the Portal, the questions are presented in the ITP here for reference and for Suppliers to understand how the Authority will assess the response.

Preliminary Questions

No.	Question
Preliminary questions	
1.	What is your name? (Supplier name)
	Insert name against this question on the Portal
2.	<i>You must be registered on the Central Digital Platform (CDP).</i> What is your CDP Unique Identifier?
	(i) Confirm you are registered on the CDP against this question on the Portal (ii) Insert Unique Identifier against this question on the Portal
3.	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a consortium. If you are bidding as part of a consortium (including where you intend to establish a legal entity to deliver the contract), please provide: <ol style="list-style-type: none"> the name of the consortium and each member of the consortium the proposed structure of the consortium, including the legal structure where applicable (see Part 7: How to respond to this opportunity; who can make a submission in response to a Procurement Document) the name of the lead member in the consortium your role in the consortium (e.g. lead member, consortium member, sub-contractor)
	(i) Select bidding option against the first part of this question on the Portal (ii) Where bidding as part of a consortium, attach PDF of additional information required under the second part of this question on the Portal
4.	Please confirm which lot you wish to bid for?
	Select lot from option list on the Portal
5.	Are you on the Debarment List?
	(i) Select “Yes” or “No” against this question on the Portal (ii) If selected “Yes”, provide details of the entry on the Debarment List against the question on the Portal (direct text entry).

Part 1 – Confirmation of Core Supplier Information

No.	Question
6.	<p>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).</p> <p>This includes:</p> <ol style="list-style-type: none">1. basic information2. economic and financial standing information3. Connected Person information4. exclusion grounds information (this includes exclusion information about the Supplier and its Connected Persons). <p>Please confirm you have shared this information with us.</p> <hr/> <p>(i) Confirm “Yes” or “No” against this question in the Portal.</p> <p>(ii) Attach information (share-code, or download of information) via PDF in response to this question on the Portal</p> <hr/>

Part 2 – additional exclusions information

No.	Question
Part 2A – Associated Persons	
7.	<p>Are you relying on any Associated Persons to satisfy the conditions of participation?</p> <p>The conditions of participation are outlined in Part 3 of this PSQ.</p> <p>If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable).</p>
	Select Yes or No against this question on the Portal
8.	<p>For each Associated Person, please confirm which condition(s) of participation you are relying on them to satisfy.</p>
	Attach PDF of response against this question in the Portal, include name of Associated Person(s) and brief description of the conditions of participation you are relying on them to satisfy.
9.	<p>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):</p> <ul style="list-style-type: none"> a. basic information b. 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 (this includes exclusion information about the Associated Person and its Connected Persons)
	<p>(i) Select Yes or No against this question on the Portal</p> <p>(ii) Attach information (share-code, or download of information) via PDF in response to this question on the Portal including the name of the Associated Person and reference / file name</p>
10.	<p>Are any of your Associated Persons on the Debarment List?</p>
	<p>(i) Select Yes or No against this question on the Portal</p> <p>(ii) If “yes”, provide details of the entry on the Debarment List via the supplementary question in the Portal (direct text entry)</p>
Part 2B – list of all Intended Subcontractors	

11.	<p>PART A: Please provide:</p> <ul style="list-style-type: none"> a. a list of all suppliers who you intend to sub-contract the performance of all or part of the relevant Contract to (either directly or in your wider supply chain) b. their Unique Identifier if they are registered on the CDP, or if they are not registered on the CDP, a Companies House number, charity number, VAT registration number, or equivalent c. a brief description of their intended role in the performance of the relevant Contract <p>If you are not intending to sub-contract the performance of all or part of the relevant Contract, then this question and [Q12] are not applicable.</p> <hr/> <p>Please attach a PDF document in response to this question on the Portal that includes all the information required by Part A of this question.</p> <hr/> <p>PART B: For each Intended Subcontractor, please provide the following information::</p> <ul style="list-style-type: none"> a. the applicable Connected Person information set out in Regulation 11; b. the exclusion grounds information set out in Regulation 12 (this includes exclusion information about the Intended Subcontractor and its Connected Persons) <p>Such information must be provided as a shared code (where the Intended Subcontractor is registered on the CDP), or PDF attached to this question on the Portal (where the Intended Subcontractor is not registered on CDP).</p> <p>If you are not intending to sub-contract the performance of all or part of the relevant Contract, then this question and [Q12] are not applicable.</p> <hr/> <p>Please attach a PDF document in response to this question on the Portal that includes all the information required of this question for each Intended Subcontractor.</p>
12.	<p>Please confirm if any Intended Subcontractor is on the Debarment List.</p> <p>The Debarment List can be found here</p> <hr/> <ul style="list-style-type: none"> (i) Select “Yes”, “No”, or “No Intended Subcontractors” against this question on the Portal. (ii) If “yes”, attach PDF with the relevant Intended Subcontractor(s) name and provide details of the relevant Debarment List entry in response to the supplementary question on the Portal.

Part 3 – questions relating to conditions of participation

Part 3A – standard questions		
No.13		
<p>Suppliers are required to meet the minimum financial standards set out in this question 13.</p> <p>Suppliers are required to self-certify their ability to meet the minimum financial standards in response to sub-question 13.b or 13.c and to self-certify that they can provide any information required under sub-question 13.d.</p> <p>The Authority may at any point in the Procurement verify a Supplier's ability to meet the financial standards which it has self-certified it can meet. The Authority may require the Supplier to confirm that the information contained within the relevant Core Supplier Information is accurate and up to date and to submit any information required under sub-question 13.d to enable the Authority to undertake its verification. Where such information is insufficient to enable the Authority to determine whether the Supplier meets the relevant minimum financial standards set out in this question, the Authority may ask the Supplier to provide such additional information as the Authority may reasonably require.</p> <p>If, following such verification, the Authority determines that the Supplier does not meet the minimum financial standards set out in sub-question 13.c, or the Supplier fails to provide the Authority with sufficient information to make that determination, the Authority may exclude the Supplier from further participation in the Procurement.</p> <p>A Supplier may rely on an associated supplier to meet the minimum financial standards. Such associated supplier may be an Associated Person or a guarantor. The Supplier shall provide the Authority with such evidence as the Authority may reasonably require to confirm that the Supplier has or will have as at the date of any Contract award, a legally binding arrangement in place with the associated supplier (for example a sub-contract, guarantee or equivalent security).</p>		
No.	Question	Scoring
13.a	<p>Please confirm whether you are relying on an associated supplier to meet the minimum financial standards set out in sub-questions 13.b and 13.c.</p> <p>If you are relying on an associated supplier to meet the minimum financial standards set out in sub-questions 13.b and 13.c you must also:</p> <ul style="list-style-type: none"> • provide the name and registered address of the associated supplier; • confirm that you have entered into or will enter into before any Contract award, legally binding arrangements with that associated supplier and indicate the form that this legally binding arrangement will take. <p>If you are not relying on an associated supplier to meet the minimum financial standards set out in sub-questions 13.b and 13.c you must respond "not applicable" to this question.</p> <p>Any associated supplier identified in your response to this question shall be an "Associated Supplier" for the purposes of sub-questions 13.b, 13.c and 13.d.</p>	Where a Supplier fails to respond to this question, the Authority shall disregard the Supplier's response to this ITP.

13.b	<p>Please confirm whether you or any Associated Supplier meet one or more of the minimum credit ratings set out below:</p> <table border="1" data-bbox="280 293 1032 600"> <tr> <th data-bbox="280 293 563 465">Entity</th><th data-bbox="563 293 788 465">A. Credit Rating Company Watch</th><th data-bbox="788 293 1032 465">B. Credit Rating Dun & Bradstreet Score</th></tr> <tr> <td data-bbox="280 465 563 528">Supplier</td><td data-bbox="563 465 788 528">25</td><td data-bbox="788 465 1032 528">35</td></tr> <tr> <td data-bbox="280 528 563 600">Associated Supplier</td><td data-bbox="563 528 788 600">25</td><td data-bbox="788 528 1032 600">35</td></tr> </table> <p>You must respond “yes” where you or any Associated Supplier meet one or more of the minimum credit ratings set out in the table. If you respond “yes” you do not need to respond to sub-question 13.c.</p> <p>You must respond “no” where you and any Associated Supplier fail to meet one or more the minimum credit ratings set out in the table above or do not have a credit rating with the credit rating agencies named in the table above. If you respond “no” you must respond to sub-question 13.c.</p> <p>If you respond “yes”, DBT may verify these ratings with the appropriate credit rating entity at any point during the Procurement prior to Contract award. Where a Supplier or Associated Supplier does not meet the minimum credit rating for any reason the Authority may ask the Supplier to confirm it (or any Associated Supplier) meets two or more of the financial indicators in sub-question 13.c and to provide such information to support this as the Authority may reasonably require including but not limited to the information in sub-question 13.d.</p>	Entity	A. Credit Rating Company Watch	B. Credit Rating Dun & Bradstreet Score	Supplier	25	35	Associated Supplier	25	35	Where a Supplier fails to respond to this question, the Authority shall disregard the Supplier’s response to this ITP.
Entity	A. Credit Rating Company Watch	B. Credit Rating Dun & Bradstreet Score									
Supplier	25	35									
Associated Supplier	25	35									
13.c	<p>Where you have responded “no” to sub-question 13.b you must self-certify that you or any Associated Supplier meet at least two of the three financial indicators listed below.</p> <table border="1" data-bbox="280 1509 1053 2051"> <tr> <th data-bbox="280 1509 531 1615">Financial Indicator</th><th data-bbox="531 1509 782 1615">Calculation</th><th data-bbox="782 1509 1053 1615">Financial Target threshold</th></tr> <tr> <td data-bbox="280 1615 531 2051"> 1. Operating Margin [The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for </td><td data-bbox="531 1615 782 2051"> Operating Margin = Operating Profit / Revenue </td><td data-bbox="782 1615 1053 2051"> At least 3.4% </td></tr> </table>	Financial Indicator	Calculation	Financial Target threshold	1. Operating Margin [The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for	Operating Margin = Operating Profit / Revenue	At least 3.4%	Pass/fail			
Financial Indicator	Calculation	Financial Target threshold									
1. Operating Margin [The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for	Operating Margin = Operating Profit / Revenue	At least 3.4%									

	the last two 12 month periods]			
	2. Operating Profits/ Losses No operating losses in the last two years	Operating Profit = Gross Profit less Other Operating income/ costs. Gross profit = Sales Less Cost of Sales	Operating Profits > 0 (Operating Profits more than nil)	
	3. Current Ratio	Current Ratio = (Current Assets / Current Liabilities	> 0.890 times (More than 0.89 times) TBD	
	<p>You must respond “yes” where you or any Associated Supplier meet at least two of the three financial indicators listed above.</p> <p>You must respond “no” where you and any Associated Supplier do not meet at least two of the three financial indicators listed above.</p> <p>Where you believe there are mitigating circumstances affecting the ability of you or any Associated Supplier to meet at least two of the three financial indicators you may provide further information setting out these mitigating circumstances and explaining why you do not believe these mitigating circumstances will impact on your ability to deliver the relevant Contract. This is limited to no more than 500 words including tables, diagrams, and graphs.</p> <p>A Supplier will pass this question where they answer “yes” to this question, or they answer “no” to this question and provide an explanation of the mitigating circumstances and why such mitigating circumstances will not impact on their ability to deliver the relevant Contract to the satisfaction of the Authority.</p> <p>A Supplier will fail this question and be excluded from further participation in the Procurement where they answer “no” to this question and, to the extent there are mitigating circumstances, do not explain such mitigating circumstances and why they will not impact on their ability to deliver the relevant Contract to the satisfaction of the Authority.</p>			
13.d	Please confirm that you and any Associated Supplier: <ul style="list-style-type: none"> • have each 			Pass/fail

	<p>(i) included the economic and financial standing information required under Regulation 10 in its Core Supplier Information, that such information is accurate and up to date and you have provided a share-code or PDF download in respect of this information; or</p> <p>(ii) where any Associated Supplier is not required to register on CDP or submit Core Supplier Information (for example because they are a guarantor), you can provide such information as is equivalent to the economic and financial standing information required under Regulation 10 in respect of such Associated Supplier if required to do so by the Authority.</p> <p>You should respond “yes” where you have confirmed that any relevant Core Supplier Information is accurate and up to date and where you have self-certified that you can provide the relevant information listed above for yourself and any Associated Supplier if required to do so by the Authority.</p> <p>You should respond “no” where you cannot confirm that the relevant Core Supplier Information is accurate and up to date or provide the relevant information listed above for yourself and any Associated Supplier if required to do so by the Authority.</p> <p>A Supplier who responds “yes” shall pass this sub-question.</p> <p>A Supplier who responds “no” may fail this sub-question and be excluded from further participation in the Procurement.</p>	
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14	NOT USED	
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15	<p>Please confirm whether you already have, or can commit to obtain, prior to award of the contract, the levels of insurance cover indicated below:</p> <ul style="list-style-type: none"> a. Employer's (Compulsory) Liability Insurance* = £5,000,000 b. Public Liability Insurance = £1,000,000 c. Professional Indemnity Insurance = £1,000,000 d. Product Liability Insurance = £1,000,000 <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability insurance of £5million as a minimum. See the Health & Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf</p> <p>If you already hold the stated insurances or commit to obtaining prior to award of Contract if successful, select "Yes". The Authority will require verification of insurance documents prior to award.</p> <p>If you cannot commit to obtaining them, select "No".</p> <p>Suppliers that select "Yes" will pass.</p> <p>Suppliers that select "No" will fail and shall be excluded from the Procurement.</p>	Pass/Fail
Legal capacity		
16.	NOT USED	

17.	<p>a) Please confirm that you have in place, or that you will have in place by the award of the relevant 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.</p> <p>b) 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. Response is limited to 500 words maximum, including diagrams, tables and graphs,</p> <p>Where the Supplier can confirm they have in place, or commits to have in place the stated requirements, it should answer “Yes” to 17(a).</p> <p>The Supplier should attach its response to 17(b) as a PDF.</p> <p>Where a Supplier answers “Yes” to question 17(a) and provides a response to question 17(b) deemed satisfactory by the Authority, it shall pass this question.</p> <p>Where a Supplier answers “No” to question 17(a) and/or does not provide information as per question 17(b) that the Authority deems to be sufficient, it shall fail this question and be excluded from the Procurement.</p>	Pass/Fail
Technical ability		
18.	NOT USED	
19.	<p>Experience of sub-contractor management</p> <p>Where you intend to sub-contract a proportion of the relevant Contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended subcontractor(s) for this procurement or any others used previously).</p> <p>The Supplier must provide a description including the procedures it uses to ensure performance of the Contract. It should not exceed 500 words and be attached as a PDF in response to this question on the Portal.</p>	For information

20.	<p>Organisational standards</p> <p>The Authority's Specification of Requirements states that Suppliers must hold ISO27001 certification or be able to demonstrate equivalent standards or processes that are equal to or meet the requirement.</p> <p>The Supplier must attach as a PDF in response to this question on the Portal evidence of meeting this standard (or an equivalent standard) and/or explanation (no more than 500 words) of equivalent organisational processes that meet or exceed the requirement.</p> <p>Supplier's will Pass this question if the ISO27001 standard (or equivalent) is demonstrated or if the Supplier can demonstrate equivalent organisational processes to the satisfaction of the Authority.</p>	Pass / Fail
21.	NOT USED	
Part 3B – requirements for central government departments, their executive agencies and non-departmental public bodies		
22.	NOT USED	
23.	NOT USED	
24.	NOT USED	
25.	NOT USED	
26.	NOT USED	
27.	NOT USED	
28.	NOT USED	
29.	NOT USED	

Tackling Modern Slavery in Supply Chains (PPN 009)

30.	<p>Modern Slavery Statement (or equivalent statement/document)</p> <p>Please confirm that:</p> <p>The 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:</p> <ul style="list-style-type: none"> 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 <p>Or</p> <p>That 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.</p> <p><i>*‘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.</i></p>	Pass/Fail
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The Supplier should choose from the following options against this question on the Portal:

- a) **OPTION A:** I confirm we are a 'relevant commercial organisation' and confirm we comply with requirements of s.54 of the Modern Slavery Act 2015, and our statement contains the information detailed in a-f of this question.

OR

- b) **OPTION B:** I confirm we are a 'relevant commercial organisation' but cannot confirm we comply with the requirements of s.54 of the Modern Slavery Act, and/or do not have a statement and/or such statement does not contain the information detailed in a-f of this question.

OR

- c) **OPTION C:** I confirm we are not a 'relevant commercial organisation' but have a turnover of more than £36million and confirm we have an equivalent statement or document which demonstrates information relating to a-f of this question.

OR

- d) **OPTION D:** I confirm we are not a 'relevant commercial organisation' but have a turnover of more than £36million but we do not have an equivalent statement or document which demonstrates information relating to a-f of this question.

OR

- e) **OPTION E:** This question does not apply to our organisation as we are not classified as a 'relevant commercial organisation' and/or we do not have a turnover of more than £36 million.

Where the Supplier selects Options A, C, or E, this will receive a "Pass", however the Authority reserves the right to verify this self-certification prior to Contract award.

Where the Supplier selects Options B or D, the Supplier shall "fail" and be excluded from further participation in the Procurement unless the Supplier provides sufficient information to the Authority to evidence to the Authority's satisfaction that there are mitigating circumstances preventing the Supplier from complying with its obligations as outlined in Options B and D..[Such information must be attached as a PDF to the supplementary question on Modern Slavery on the Portal.]

32	<p>Please confirm that you and any Intended Subcontractor have Cyber Essentials Plus certification (or equivalent), or confirmation that you and any Intended Subcontractor will achieve such certification (or equivalent) prior to Contract commencement.</p> <p>If you answer “No” to this question or you fail to provide the Authority with sufficient information to satisfy the Authority that you can meet this requirement, you will be excluded from further participation in this Procurement</p>	Pass / Fail
	<p>Please select either “Yes” or “No” against the relevant question on the Portal</p> <p>Suppliers that answer “Yes” will pass.</p> <p>Suppliers that answer “No” and do not provide sufficient additional information to satisfy the Authority it can meet this requirement will fail and be excluded from the Procurement.</p>	

Procurement Conflict of Interest

33.	<p>Do you, any Associated Person or any Intended Subcontractor have an actual, perceived or potential Procurement Conflict of Interest with us or our advisers.</p> <p>A “Procurement Conflict of Interest” means a conflict of interest within the meaning of section 81 of the Act.</p> <p>For the avoidance of doubt the following will be considered an actual, perceived or potential Procurement Conflict of Interest:</p> <ul style="list-style-type: none"> • the appointment by you, an Associated Person or an Intended Subcontractor of a civil servant in the previous two years • any staff currently seconded or that have been seconded into the civil service by you, an Associated Person or an Intended Subcontractor in the previous two years.. 	Pass / Fail
	<p>Please select either “Yes” or “No” in response to this question on the Portal.</p> <p>Where the Supplier selects “No”, this question will be deemed as “Pass” and the Supplier does not need to respond to question 34.</p> <p>Where the Supplier selects “Yes”, question 34 will need responding to which will determine whether the Supplier receives a Pass or a Fail.</p>	

34.	<p>Where you have responded “yes” to the above question you must submit a conflict of interest statement containing the following information:</p> <ul style="list-style-type: none"> a. A description of the actual, perceived or potential conflict of interest; b. The roles and responsibilities of the individuals who will manage the conflict of interest; c. Where the conflict of interest relates to staff currently seconded or that have been seconded into the civil service by you, an Associated Person or an Intended Subcontractor in the previous two years, the roles and responsibilities of the former civil servant, and whether they would be involved in the submission of any Procurement Documents; d. The extent of any physical and managerial separation; e. Access to and protection of sensitive information relating to the Procurement, the Procurement Documents and/or the conflict of interest; f. Any confidentiality/non-disclosure agreements put in place; g. Our rights of audit; h. Standards for integrity and fair dealing that you, the Associated Person or the Intended Subcontractor must adhere to; and i. Any other information which you consider relevant. <p>Suppliers responding to this question should upload a PDF attachment against this question on the Portal with the file name formatted as follows: “[INSERT COMPANY NAME]-PROCUREMENT COI”</p> <p>A Supplier will pass this question where they submit a conflict of interest statement that mitigates the conflict of interest to the satisfaction of the Authority.</p> <p>A supplier will fail this question and be excluded from further participation in the Procurement where they fail to submit a conflict of interest statement or where they fail to submit a conflict of interest statement that mitigates the conflict of interest to the satisfaction of the Authority,</p>	Pass/fail
Confirmations		

35.	<p>I confirm that:</p> <ul style="list-style-type: none"> to the best of my knowledge the answers submitted and information contained in response to this PSQ are complete, accurate and not misleading, including where AI has been used to form the response upon request and without delay I will provide any additional information requested of us I understand that the response to this PSQ will be used to assess whether our organisation is entitled to participate in, or continue to participate in, the 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 the Authority's decision-making in this procurement 	Pass / Fail
<p>Please select "Yes" or "No" in response to this question on the Portal.</p> <p>"Yes" = Pass</p> <p>"No" = Fail resulting in your exclusion for further participation in this Procurement.</p> <p>In the supplementary question following, please upload a PDF attachment that confirms the above, along with your signature, date, name, role, phone number, email, and postal address of your organisation.</p>		

Signed	
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Date	
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Name	
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Role	
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Phone Number	
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Email	
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Postal Address	
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Appendix H: 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 Appendix A (Procurement terms and conditions) to this ITP.

I declare that I wish the following information to be designated as commercially sensitive (where you have nothing to declare, please state this in the box below, ignore other boxes and then sign & date the form and upload against the relevant question on the Portal).:

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	
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Name (print)	
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Position	
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Supplier name	
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Date	
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