



Ministry of Housing,  
Communities &  
Local Government

# Procurement Specific Questionnaire for AI-Augmented Planning Decisions Tender

2025/S 000-068741

prj\_6049

Deadline for PSQ Response: 19 November 2025

## Version control

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# Contents

<b>Introduction</b>	<b>4</b>
<b>Introduction to the Authority</b>	<b>5</b>
<b>Overview of the Authority’s requirement</b>	<b>6</b>
<b>The Procurement process</b>	<b>7</b>
<b>Procurement timetable</b>	<b>10</b>
<b>Demo Build</b>	<b>11</b>
<b>Contract terms</b>	<b>12</b>
<b>How to respond to this opportunity</b>	<b>15</b>
Formalities for submission of Tenders	15
Administration of the Procurement Process	20
Inputting information on the Portal	21
Change in Circumstances	23
Requests for clarification	24
<b>The PSQ assessment process and award criteria</b>	<b>25</b>
The Qualification Envelope – Procurement Specific Questionnaire (PSQ)	25
<b>Appendix A: Procurement terms and conditions</b>	<b>42</b>
Procedural requirements	42
Central Digital Platform	42
Modifying the Procurement	42
Option to direct award	43
Confidentiality and publicity	43
Requirements on sub-contractors and consortium	44
Open Book Contract Management (OBCM)	44
Parent company guarantee or other securities	45
Non-collusion, non-canvassing	45
Ethical walls agreement	47



Ministry of Housing,  
Communities &  
Local Government

<b>Appendix B: Statement of Requirements</b>	<b>50</b>
<b>Weighting</b>	<b>51</b>
<b>PART A - MANDATORY REQUIREMENTS</b>	<b>52</b>
<b>PART B – DEMONSTRATION</b>	<b>53</b>
<b>PART C - BUSINESS OUTCOMES</b>	<b>54</b>
<b>PART D1 - REQUIREMENTS – FUNCTIONAL</b>	<b>56</b>
<b>PART D2 - REQUIREMENTS – NON- FUNCTIONAL</b>	<b>59</b>
<b>PART E1 – GENERATING THE SOLUTION</b>	<b>62</b>
<b>PART E2 - TEAM &amp; CAPABILITY</b>	<b>64</b>
<b>PART F - IMPLEMENTATION AND SCALE-OUT</b>	<b>65</b>
<b>PART G - PRE AND POST GO LIVE – SUPPORT SERVICES</b>	<b>66</b>
<b>PART H - SOCIAL VALUE</b>	<b>68</b>
<b>Appendix C: Glossary</b>	<b>69</b>
<b>Appendix D: Ethical Walls Agreement</b>	<b>70</b>
<b>Appendix E: Privacy Notice</b>	<b>80</b>
<b>Appendix F: Procurement Specific Questionnaire</b>	<b>82</b>



# Introduction

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



## Introduction to the Authority

9. Ministry of Housing, Communities and Local Government (**MHCLG** or **Authority**) is the contracting authority, will own and operate the solution developed and accepted through this procurement and will enter into the contract. Under the contract, services will be provided to MHCLG both directly by the supplier and (if such later phases are initiated at the Authority's discretion) indirectly through provision of the services to wider service recipients.
10. i. AI (Incubator for AI) as part of the Department for Science, Innovation and Technology (**DSIT**) is assisting MHCLG in running the tender process. This may include taking part in the evaluation and moderation of PSQ responses and tender responses to assist MHCLG.
11. All decisions to be taken during the procurement (including, for the avoidance of doubt, the award decision) shall be taken by MHCLG as the contracting authority.



# Overview of the Authority's requirement

12. This Procurement process relates to the proposed Contract for the provision of the Services detailed in Appendix B (Draft Statement of Requirements).

13. This Procurement process is being conducted by way of a Competitive Flexible Procedure under the Procurement Act 2023.

14. As set out in the Tender Notice, the Authority currently anticipates awarding a Contract for the Services for:

- Alpha Phase (Pilot): 3 months
- Beta and Scale Phase: 12 months
- Support, Maintenance and Grow Phase: 12 months
- Optional extension: 12 months

i.e. up to a total Contract period of 39 months overall, unless terminated earlier in accordance with the provisions of the Contract.

15. The estimated value of the Contract is £10 million inclusive of the optional extension.



# The Procurement process

16. This Procurement is being conducted in accordance with the Act using the Competitive Flexible Procedure. This Procurement will be conducted in two stages: Procurement Specific Questionnaire (PSQ), following which the Authority shall down-select the top five (5) Suppliers (see Paragraph 122 below for details of how this down-selection rule will be applied).
17. Further information in relation to Stage 2 (Invitation to Tender) will be made available in the ITT which will be published separately from this PSQ in accordance with the procurement timetable.
18. The PSQ must be submitted in accordance with the timetable and instructions set out in this document, together with any additional information provided during the PSQ window.
19. After the deadline for submission of the PSQ, the Authority will evaluate the PSQ in respect of each Supplier. The Authority will consider whether the Supplier, or any connected persons within its corporate group, Associated Persons relied on to meet the conditions of participation, or proposed sub-contractors, are listed on the Cabinet Office debarment list. To the extent that any such entities are listed on the debarment list, the Authority will consider whether to exclude the Supplier from participating in the Procurement in accordance with its obligations under the Act.
20. In addition, the Authority will consider whether the Supplier, or any connected persons within its corporate group, Associated Persons relied on to meet the conditions of participation, or proposed sub-contractors, are excluded or excludable Suppliers. Before the Authority determines that a Supplier is an excluded or excludable Supplier, it will provide the Supplier reasonable opportunity to make representations and provide evidence as is proportionate in the circumstances.
21. If the Supplier is an excluded or excludable Supplier **only by virtue of an associated person or proposed sub-contractor**, the Authority will notify the Supplier of its intention to disregard its tender and provide the Supplier a reasonable opportunity to replace the associated person or sub-contractor. If as a consequence of this process, the Authority disregards a tender from an excluded or excludable Supplier, or is aware of an associated person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit (PRU).
22. The Authority will also undertake a review of the completed PSQ with reference to any information held on the Central Digital Platform. Responses to the PSQ will be evaluated, and compliance with the Conditions of Participation assessed in accordance with the selection process and any selection criteria as set out in the PSQ and described in this document. The assessment of these responses will identify the top five (5) Suppliers (that is, those Suppliers with the five highest overall PSQ scores) to be invited to participate in Stage 2 (Invitation to Tender).



Ministry of Housing,  
Communities &  
Local Government

23. The ITT assessment shall include a two week Demo Build "Accelerator" phase, during which period the Suppliers will be invited to build a demonstration of how they would approach the problem question. A detailed challenge briefing will be provided, together with access to data, policies, standards, relevant data stores, hosting details and acceptance procedures. The assessment of the Demo Build "Accelerator" will take the form of a live demonstration in respect of the problem question (to be set out in the ITT), which will be evaluated in accordance with the process and evaluation criteria to be set out in the ITT.
24. As will be further detailed in the ITT, the Authority will evaluate all valid tenders, in order to identify the Supplier which has submitted the most advantageous tender in accordance with the evaluation methodology and award criteria set out in the Tender Notice and more particularly described in the ITT. In carrying out this evaluation, the Authority will disregard any tender from a Supplier that does not satisfy the conditions of participation. The Authority may also disregard a tender:
- a) from a Supplier that is not a United Kingdom Supplier or a treaty state Supplier, or that intends to sub-contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or a treaty state Supplier; or
  - b) if the tender breaches a procedural requirement set out in the Tender Notice or associated tender documents; or
  - c) if the tender offers a price that the Authority considers to be abnormally low for the performance of the Contract. Where the Authority considers that a price offered by a Supplier in its tender is abnormally low, the Authority will notify the Supplier and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the contract for the price offered. If the Supplier cannot satisfactorily demonstrate that it will be able to perform the Contract for the price offered, the Authority may disregard the tender.
25. Once the assessment has concluded, the Authority will provide an assessment summary to all Suppliers that submitted valid tenders to:
- a) inform them whether they have been successful in being awarded the Contract;
  - b) provide an explanation of the assessment of the Supplier's tender against the relevant award criteria, in accordance with the requirements of the Act; and
  - c) where the Supplier had not submitted the most advantageous tender, provide information in respect of the most advantageous tender submitted, including details of the assessment of this tender against the relevant award criteria and the Supplier's name.
26. Once the assessment summaries have been provided to the Suppliers that submitted tenders, the Authority will also publish a contract award notice on the Central Digital Platform to commence the standstill period.
27. The Authority is allowing a Standstill Period of eight (8) working days from the date of publication of the Contract Award Notice, before entering into the Contract. The





Ministry of Housing,  
Communities &  
Local Government

Standstill Period ends at 23:59 on the 8<sup>th</sup> working day after the date of publication of the Contract Award Notice.

28. Subject to completion of the standstill period, the competitive tendering procedure will end (estimated to be on 16 January 2026) and the Authority will enter into the Contract with the preferred Supplier. Publication of a Contract Details Notice on the Central Digital Platform will follow within 30 days of the date on which the Contract is entered into. Where appropriate, a copy of the Contract may also be published on the Central Digital Platform.



## Procurement timetable

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

<b>Date and Time</b>	<b>Procurement Activity</b>
27 October 2025	Publication of Tender Notice and associated documentation
05 November 2025	Deadline for receipt of Supplier PSQ Clarification Questions
21 November 2025	PSQ Submission Deadline
26 November 2025	Down-selected Suppliers notification letters and Invitation to Tender Issued
27-28 November 2025	Detailed briefing on Demo Build "Accelerator"
29 Nov – 14 Dec 2025	Active development period for Demo Build
15-16 December 2025	Demonstrations (live presentation) (60 minutes per participant), including technical Q&A and feasibility assessment.
16 December 2025	Deadline for receipt of Supplier ITT Clarification Questions
26 December 2025	Tender deadline
26 Dec - 6 Jan 2026	Tender evaluation and moderation
6 January 2026	Publication of Contract Award Notice
6 - 15 January 2026	Standstill period
16 January 2026	Execution of contract
16 January 2026	Contract start date

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



## Demo Build

31. As part of the ITT stage, Suppliers will be asked to participate in a Demo Build. In responding to this PSQ, Suppliers are asked to provide their commitment to participate in the Demo Build if invited to participate in the ITT stage.

### 32. Requirements for Demo Build

- Basic Security Only for Demo Build: Enhanced security clearance is NOT required for the Demo Build. Only basic checks (DBS, Cyber Essentials) are needed. Note that enhanced clearance (SC) may be required post-award for the Contract.
- Public Data Only: During the Demo Build, only publicly available or anonymised data will be provided. No sensitive personal data or commercially confidential information will be accessible.
- Unpaid Participation: The 2-week Demo Build is unpaid. Suppliers participate at their own cost to demonstrate their capability and compete for the contract.

33. The Authority expects that Suppliers selected following the PSQ will be asked in the ITT to submit the following deliverables following the Demo Build, which will be evaluated:

- Working Prototype: Live demonstration (60 minutes maximum)
- Written response to ITT:
  - i. Technical Response (including Social Value)
  - ii. Commercial Proposal



## Contract terms

34. The Contract will be based on the Mid-Tier Contract template. Suppliers should review these terms and conditions carefully to take account of all the information and obligations – e.g. TUPE, security, data protection requirements, service levels and KPIs. The successful Supplier will be required to enter into a contract adopting the form of this Contract template. By submitting a Tender, Suppliers agree to be bound by the Contract template without negotiation or amendment.
35. The draft contract terms will be provided with the ITT.
36. The following proposed key changes from the Mid-Tier Contract template are highlighted for Suppliers' consideration. Suppliers are reminded that they must consider the contract as a whole and not look at the following clauses in isolation.
37. Schedules 28 (ICT Services) and 28A (Agile Development) will be required, and will be amended to reflect the agile development process the Authority wishes to use.
38. Schedules 9 (Installation Works), 19 (Corporate Resolution Planning), 32 (Background Checks), 33 (Scottish Law), 34 (Northern Ireland Law) and 35 (Lease Terms) of the Mid-Tier Contract template are not expected to be required. The contract will be subject to the laws of England and Wales and therefore the Scottish and Northern Irish schedules are not likely to be used.

### 39. Required Insurances

- Suppliers must hold (or be able to obtain before contract signature) the insurances set out in the PSQ.

### 40. Liability

- Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.
- Liability for indemnities uncapped.
- Data Protection Liability Cap: £20 million.

### 41. Intellectual Property

- The Authority will own all new IP created for the smart planning tool and may publish it under an Open Government Licence.
- The Supplier will retain rights to its foundation models and pre-existing technology.

### 42. Security



Ministry of Housing,  
Communities &  
Local Government

- The Authority expects to use Schedule 16 (Security) Option 5 (Buyer-led Assurance)

#### 43. Compliance with Technology Standards

- The Supplier will need to comply with Government Technology Standards, including the Technology Code of Practice (<https://www.gov.uk/guidance/the-technology-code-of-practice>) and Open Standards: (<https://www.gov.uk/government/collections/open-standards-for-government-data-and-technology>).

#### 44. Service Recipients

- Expected to include:
  - i. Department for Science, Innovation and Technology
  - ii. Ministry of Housing, Communities & Local Government
  - iii. Local Planning Authorities (317 LPAs)
  - iv. Planning Inspectorate
  - v. Devolved Administrations
  - vi. Combined Authorities (mayoral authorities with planning powers)
  - vii. National Parks Authorities (separate planning authorities)
  - viii. Broads Authority (special planning authority)

#### 45. Build Phase and Break Option

The solution Build phase of the Contract will be structured in two phases with a break clause:

Alpha Phase (Pilot): 3 months

- MVP development and refinement
- Pilot with 1 or 2 Local Planning Authorities
- User testing with planning officers
- Performance evaluation against success criteria
- Milestone-based payments

Beta and Scale Phase: 12 months (subject to Alpha Phase success and at Authority's sole discretion)

- National rollout capability



Ministry of Housing,  
Communities &  
Local Government

- Integration with existing planning systems
- Training and change management support
- Ongoing maintenance and enhancement

The Authority reserves the right not to proceed to Beta and Scale Phase.

#### 46. **Service Levels**

- Availability

Service Hours: Monday-Friday 8am-6pm (UK time) for Alpha Phase

24/7 availability for Beta and Scale Phase national rollout

Planned maintenance windows: Maximum 4 hours per month, scheduled outside business hours

Uptime target: 99.5% measured monthly

- Performance

Application processing latency: < 5 seconds for 95th percentile

API response time: < 2 seconds for 90th percentile

Concurrent users: Support minimum 100 planning officers during Alpha Phase

Concurrent users: Support minimum 2,000 planning officers during Beta and Scale Phase

- Support and Maintenance KPIs

As indicated in the Draft Statement of Requirements.

47. In accordance with the PA23 requirements, as the estimated value of the contract exceeds £5 million, a redacted version of the contract will be published on the Central Digital Platform.



# How to respond to this opportunity

## Formalities for submission of Tenders

48. This section sets out how suppliers should respond to this procurement opportunity using the Central Digital Platform and the Authority Portal (Jaggaer eSourcing).

- The Central Digital Platform is the place where suppliers will register, input their Core Supplier Information and generate a share code.
- The Portal is where suppliers will input their share code to share their Core Supplier Information with the Authority, and where they will complete the remainder of the questions that are not part of the Core Supplier Information. This is also where Suppliers are required to complete their tender submission, in due course, in response to the ITT.

49. The Central Digital Platform and the Authority Portal are free to use. Suppliers are advised to complete their Core Supplier Information and Tender responses well in advance of the submission deadline to allow time to request guidance or technical support where it is required.

### Central Digital Platform (CDP)

50. Detailed guidance and support on how to register and use the CDP can be found here: [Information and guidance for suppliers - GOV.UK](#). The Authority recommends that suppliers review this information in detail and complete their registration well in advance of the tender submission deadline specified in the Procurement Timetable.

51. To complete registration on the CDP, suppliers will need to submit their 'Core Supplier Information' (basic information, economic and financial standing information, connected person information and exclusion grounds information).

52. Where a Supplier intends to rely on other Suppliers to meet a condition of participation, they should ensure that these other suppliers also register on the CDP and submit their Core Supplier information prior to the tender submission deadline. This is because:

- these suppliers either as consortium members or sub-contractors are Associated Persons. The Authority will need to determine if the Supplier is an excluded or excludable supplier by virtue of an Associated person being an excluded or excludable supplier (as set out in section 57 of the Act). Collecting an Associated person's relevant information via the CDP will support the Authority in determining this.
- The lead Supplier will be responsible for collecting PDF copies of any Associated person's Core Supplier Information and providing this information to the Authority as part of their submission.

53. Suppliers must note that the CDP does not assess or validate any of their Core Supplier Information and no assurance is undertaken by Cabinet Office. Suppliers



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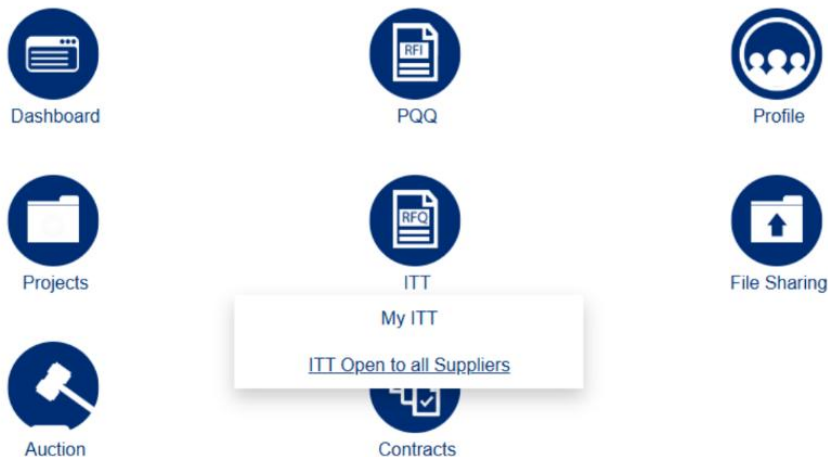
are responsible for ensuring their information is up to date, declare that it is correct, and generate a share code to provide that information to the Authority as part of this procurement process. Regulation 6 of the Procurement Regulations 2024 requires the Authority to obtain confirmation from Suppliers that the supplier has completed this activity before the end of the tendering period.

54. Any queries regarding the CDP should be sent to the Find a Tender Service helpdesk by completing the request for help form: [Contact us - Find a Tender](#)

### Jaggaer eSourcing Portal

55. After finding an opportunity on the CDP, to register an expression of interest, the Supplier will need to register on the Jaggaer eSourcing Portal which can be found at: <https://beisgroup.ukp.app.jaggaer.com/> ( the Portal). If suppliers have any access or registration queries please email: [customersupport@jaggaer.com](mailto:customersupport@jaggaer.com)

### Welcome to the DESNZ & DSIT Group Commercial Portal



56. On the Portal landing page, Suppliers should select the ITT icon:

57. There are 2 sub-menu options:

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





58. The Supplier must select the relevant ITT from the list e.g. ITT\_539:

**JAGGAER ONE** PREPRODUCTION ENVIRONMENT

ITTs

My ITTs    ITTs Open to All Suppliers

Enter Filter (type to start search)

Showing Result 1 - 2 of 2    Show: 20

	ITT CODE	ITT TITLE
1	itt_539	<a href="#">RB Test 2</a>
2	itt_372	<a href="#">20230425 Test</a>

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

**JAGGAER ONE** PREPRODUCTION ENVIRONMENT

← Accept Contract

Please download and read the Terms and Conditions Document available below. Please confirm your agreement in order to have access to the details of Negotiation

You must first download the Terms and Conditions Document by clicking on the document name

Supplier Agreement

Terms and Conditions Document

[New work request - ICS Commercial Systems and ...](#) 31 KB

Confirm that you have downloaded and read the Terms and Conditions Document

I Agree to All Terms and Conditions

I don't Agree



**JAGGAER-ONE** PREPRODUCTION ENVIRONMENT

ITT: itt\_539 - RB Test 2 ● Running

→| **Response Status**

Response Status  
Response Not Submitted To Buyer

**Overview**

ITT Code itt_539	ITT Title RB Test 2
ITT Description	Event Currency GBP
Test ITT No	Buyer Organisation Department for Business, Energy & Industrial Strategy
Buyer Name Admin Guru Admin Guru	Allow Bidding Group Response Yes

**Integration with CDP**  
Active: Supplier Qualification Data retrieved from CDP

Categories

1111474 - Monitoring Offender Services

60. This ITT will be configured as “Integration with CDP: Active”.

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

Information ⓘ

Click Confirm to Express Interest in this RFQ  
The RFQ will move to your "My RFQs" area, and you will have the option to view all RFQ Details, download Buyer Attachments, send and receive Messages with the Buyer, and Submit your Response

Cancel Confirm

**JAGGAER-ONE** PREPRODUCTION ENVIRONMENT

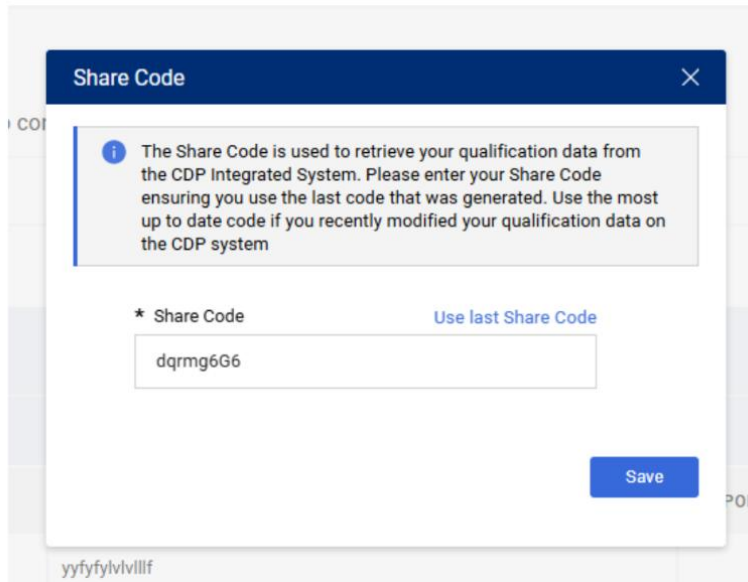
← ITT: itt\_539 - RB Test 2 ● Running

ITT Details Messages (Unread 0)

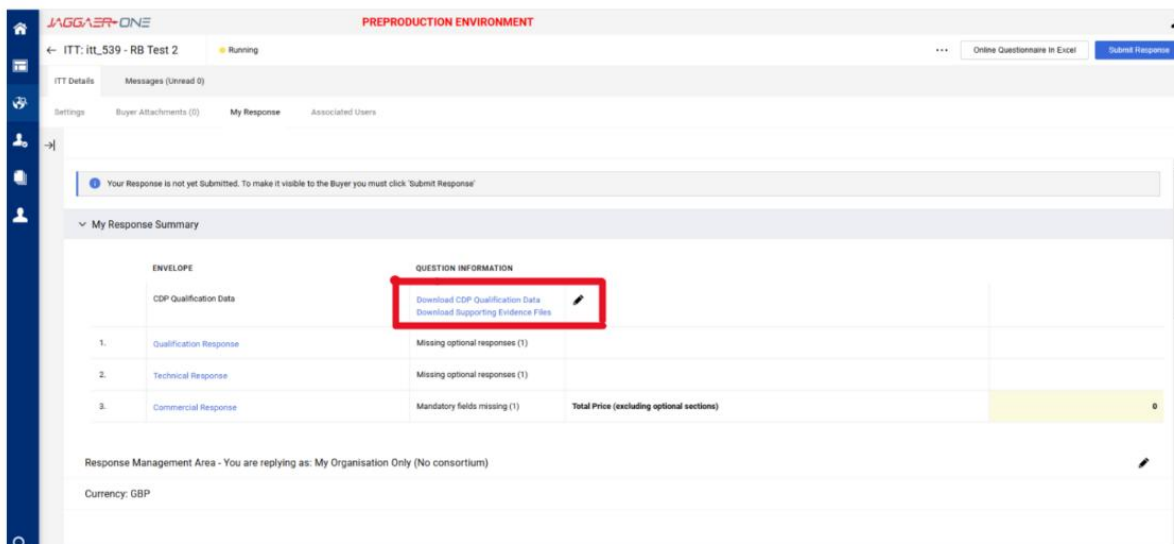
Settings Buyer Attachments (0) My Response Associated Users



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



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



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



## Administration of the Procurement Process

65. The Authority will be administering the Procurement process electronically via the Portal. All communications with the Authority must be conducted via the Portal.
66. To ensure all the communications relating to the Procurement process are managed properly, the Supplier must provide full contact details of persons whom the Authority may contact in relation to this Procurement. These persons should be able to answer questions regarding the Tender and act on behalf of the Supplier.
67. Support is available to help Suppliers to understand and use the Portal or query any issues with the Portal as follows:
  - Freephone helpdesk (0800 069 8630), available Monday-Friday 8am to 6pm (UK time in the English language only); or
  - By emailing: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk); and Help guides available within the Portal. <https://jaggaer.my.site.com/SupplierSupportRequest/s/>
68. Suppliers must adhere to the following requirements and all other instructions specified in these Instructions to Suppliers when submitting their PSQ responses. Suppliers are responsible for ensuring they have submitted a complete and accurate PSQ response and that all numbers quoted are correct. Otherwise, this may result in rejection of a Supplier's PSQ response.
69. Suppliers must ensure that their registration on the Portal directly relates to the part of the Supplier organisation that submits the Tender (some Suppliers may have several subsidiaries, so registration needs to apply to that part of organisation responsible for the Tender). Otherwise, this may result in rejection of a Supplier's PSQ response.
70. The entity tendering for the Contract must be the party that will enter into the Contract if appointed as the Successful Supplier.
71. Suppliers may use the online 'Help for Suppliers' function on the Portal. The content is designed to explain the Portal in business terms, allowing Suppliers to quickly understand the features and benefits of the software. The 'Help for Suppliers' function content is presented by software module, and divided into process activities, for example, ITTs and e-Auctions.
72. If Suppliers have any software queries, refer to the 'Help for Suppliers' function in the first instance. If there is still an issue, Suppliers should email or telephone the Portal helpdesk, using the details in paragraph 67 of this PSQ, with a Tender reference, a clear description of the problem and contact details (ensure that plenty of time is allowed for issues to be resolved prior to any deadlines including the Submission Deadline).
73. Do not leave your response until the last minutes/hours before the Submission Deadline. If you experience connection problems, you may miss the Submission Deadline. Late PSQ responses will not be accepted. It will not be possible to upload



any further information after the Submission Deadline. IT problems within Suppliers' systems will not be considered reasonable grounds for late submission of Tenders.

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

## Inputting information on the Portal

75. For security reasons, Suppliers should save progress regularly, because access to the Portal will 'time out' if inactive for about 15 minutes. These are Government requirements to maintain security and Tender integrity and cannot be changed. Failure to save regularly risks losing your work.
76. Please ensure that 'pop ups' are not blocked on your browser. The Portal will notify you through a 'pop up' when there is a period of inactivity. This will warn you to click the 'Refresh' link so you are not disconnected from the Portal and lose any unsaved information.
77. If the Authority makes any changes to the settings and questions area of a live/running Tender, Suppliers must re-publish their response on the Portal. This is to ensure that changes are brought to the attention of Suppliers. You may receive a message prompt from the Authority. Generally, this will not mean re-entering information, but you should not rely on this as it is each Supplier's responsibility to ensure that responses to each question are uploaded correctly.
78. Do not use the 'Back' or 'Forward' buttons on your browser, you could potentially lose your work. Please use the links on the Portal to navigate through the Tender.
79. To understand icons, use your mouse to 'hover' over the icon and view the 'ToolTip'. Note that numeric fields will not accept text, spaces, symbols etc. The red asterisk indicates a mandatory field. This must be completed in order for Suppliers to submit their response to the Authority.
80. The PSQ must be completed in English.
81. Further guidance on completion of the Tender will be provided in the ITT.
82. The PSQ will be evaluated on the basis of information submitted by the Submission Deadline specified. Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Authority reserves the right to request the Supplier to submit, supplement, clarify or complete the information or documentation. This right to request clarification is without prejudice to the Authority's rights to reject a PSQ. A Supplier will not be permitted to use the clarification process to amend or otherwise alter its response in a manner that is inconsistent with procurement legislation. Clarification by the Authority may include but is not limited to clarification for "obvious mistakes".
83. The following are examples of "obvious mistakes":
- Where a document is said to be attached but is not attached;



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Communities &  
Local Government

- Where the contents of a document do not match the title of that document (e.g. the wrong document has been mistakenly included or uploaded);
  - “typos”, for example, where percentages in a column add up to 10% but 100% has been typed (the extra “0” added by mistake);
  - Obvious omissions, for example, where the working of a calculation has been shown but the answer left blank; and / or
  - Where a whole section within a document is noted as included but has been inadvertently omitted.
84. The PSQ must be submitted by a duly authorised representative of the Supplier.
85. All acronyms and abbreviations must be fully explained.
86. Do not embed documents within other documents. Instead provide separate electronic copies of the documents, clearly labelled and referenced as necessary.
87. While the Portal allows for large individual attachment sizes (max 50MB at a time), it is recommended that you keep Attachments to a manageable size, to ensure ease and speed of access. It is recommended that Suppliers ensure files are well below the maximum size stated above and allow plenty of time to upload, so they have enough time to resolve any technical difficulties before the Submission Deadline. Only attach documents that the Authority has permitted and make sure that you attach them in the correct area.
88. Where a "YES", "NO" or "Not Applicable" response is required, please click the appropriate "YES", "NO" or "Not Applicable" statement on the drop-down options bar.
89. Where any questionnaire or template response documents are in the form of an Excel or similar spreadsheet, Suppliers should note that certain text (e.g. giving instructions or guidance on completion) within cells may not be visible without opening up the relevant cells. Suppliers are responsible for ensuring they have checked each cell as necessary to identify the full text contained in that cell; and
90. Suppliers must not insert or otherwise seek to apply any qualifications or assumptions around any of the matters on which responses are required.
91. For those questions which require a textual response (i.e. [LIST]), the following requirements apply:
- Suppliers must comply with the word count limits specified in the question. If a response exceeds the specified word count, only the words within the stated limit will be evaluated. Words falling outside the stated limit will not be treated as part of the response. Evaluators will be advised by the Authority not to take into account words falling outside the stated word count limit and such words will not be evaluated.
  - Suppliers are advised to check that they have complied with all word count limits before submitting their PSQ responses. Suppliers must state the total word count for their response to a question. The total word count must include all words in a Supplier’s response (as further detailed in the following bullet points in this paragraph). The Authority reserves the right to verify any word counts indicated by the Suppliers.



- All words included in a Supplier's response to a question will count toward the word count limit. This means that words included in any representation within a response including but not limited to tables, bullet lists, pictures, photos, logos, screen shots, graphs and charts. Numbers will count as words and be counted towards the word limits. However, words included in the response templates prior to population by Suppliers will **not** count towards the word count for that question.
- Any hyperlinks, website link and/or embedded documents included in response to a question will not be evaluated.
- All words included in the response must be clearly legible without the use of magnification.
- Where a specific document is requested as part of a question in addition to the textual response, such document must not be used by a Supplier in an attempt to circumvent the word count (by including in such document content which is substantially responding to the question).
- Textual responses are to be submitted in Microsoft Word. Additional documents are to be submitted in the format designated in the question.
- Textual responses are to be submitted using the following naming protocol:

**[Supplier Name] - [Question Number]**

- Additional documents, where requested, are to be submitted using the following naming protocol:

**[Supplier Name] - [Question Number] - [Attachment Name]**

## Change in Circumstances

92. Suppliers are required to notify the Authority of the occurrence of any of the events listed below, immediately upon becoming aware of any such event. A "Change in Circumstance" means the occurrence of any of the following:

- any change, or anticipated change, to the information provided to the Authority in respect of the Supplier or any member of the Supplier's Team;
- any change, or anticipated change, to the identity, control or financial standing of the Supplier or any member of the Supplier's Team; or
- any change, or anticipated change, to the structure of a Consortium or Sub-contractor arrangement or any other aspect of the relationship, or proposed relationship, between the Supplier and any members of the Supplier's Team; or
- any other change, or anticipated change, to the circumstances of the Supplier and/or any members of the Supplier's Team, or the basis of its Tender, which may be expected to influence the Authority's decision on the suitability of that Supplier, or any relevant member of the Supplier's Team, to provide the Services.



93. Any such notification shall provide full details of the actual, or anticipated, Change in Circumstance.
94. The Authority reserves the right, following a Change in Circumstance, to either exclude the relevant Supplier from further participation in the Procurement process, or impose such conditions on the Supplier's continued participation as the Authority considers appropriate, depending on the nature of the Change of Circumstances.

## Requests for clarification

95. Suppliers will have the opportunity to raise clarification questions relating to the Procurement. These must be submitted via the Portal, no later than the deadline in the Procurement Timetable, to allow the Authority sufficient time to respond prior to the Submission Deadline.
96. The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable, or requests submitted via any means other than the Portal.
97. Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will share it and the associated response with all other Suppliers: the clarification question raised and the Authority's response, (except for those deemed confidential). The Authority will not disclose the identity of the Supplier which submitted the clarification question.
98. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential. It will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
99. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.
100. A Question and Answer (Q&A) log will be published on the Portal and updated as required. It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.





# The PSQ assessment process and award criteria

## Overview

101. The ITT will set out the criteria that the Authority will use to evaluate the Tender.
102. This Section sets out the criteria that the Authority will use to evaluate the PSQ.

## The Qualification Envelope – Procurement Specific Questionnaire (PSQ)

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

### Part 1 of the PSQ – Core Supplier Information

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

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



Ministry of Housing,  
Communities &  
Local Government

**Part 2A** – identification of the Supplier’s associated person(s); and confirmation that each associated person’s: basic information, connected person(s), and exclusion grounds information has also been shared via the CDP,

**Part 2B** – confirmation of the Supplier’s intended sub-contractors, their unique identifier, description of intended role in the contract and confirmation if any intended sub-contractor is on the debarment list.

106. The Authority recognises that arrangements, in relation to a Consortium and/or use of Sub-contractors, may be subject to change and may, therefore, not be finalised until a later date. The lead organisation of a consortium should notify the Authority immediately of any Change of Circumstances or proposed Change of Circumstances, in relation to the structure of the parties that form a Consortium. Suppliers should ensure a completed **Part 1** and **Part 2** is returned by the Submission Deadline for any new organisation relied on to meet the selection criteria in the PSQ. The Authority’s rights following a Change of Circumstances are as specified in paragraph 92.

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

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

**Part 3B** – Central Government procurement specific questions

**Part 3C** – Procurement Specific Questions

107. The Authority is entitled to establish that Suppliers have the legal, financial and technical ability to perform the contract. By submitting the PSQ, Suppliers confirm that they have such capacity and that they are able to provide the information requested at **Part 3**.

108. If the relevant documentary evidence referred to in the **Part 3** is not provided upon request by the Authority, the Authority reserves the right to reject the Supplier from the tender process.

### **Part 4 of the PSQ – Technical Capability**

109. The Authority wishes to ascertain the best Suppliers to take forward to the ITT stage. The responses to questions in Part 4 will be evaluated in accordance with paragraph 118 below.

### **Notes for Completion**

110. In these Instructions to Suppliers (including the PSQ), where there is reference to “You”/“Your”, this refers to the Supplier. The completed PSQ must identify the entity/entities that will be in the Supplier’s Team and (if applicable) the lead Supplier or the lead member of a Consortium. This section of the PSQ/Qualification Envelope is required to provide the Authority with the necessary details to understand the nature of the organisation(s) and legal entity of the Supplier(s) which are participating in this Competitive Tendering Procedure and have completed the



Ministry of Housing,  
Communities &  
Local Government

PSQ including the legal entity/legal entities which is/are responsible for the information provided.

111. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, Suppliers should state "N/A". Should you need to provide additional information in response to the questions in the PSQ, please submit a clearly identified attachment to your response.

## Consequences of Misrepresentation

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

## PSQ Selection Criteria

113. The Supplier must pass all eligibility questions and conditions of participation in the Qualification Envelope provisions in accordance with paragraphs 114-116 and as specified in the Procurement Specific Questionnaire (PSQ) except where the Authority specifies it may exercise its discretion. Any Supplier that does not pass all of the questions within the PSQ, except where the Authority has specified that it may exercise its discretion, will be rejected from the Competitive Flexible Procedure and will not be able to proceed any further.
114. The Authority will score eligibility questions as described in Parts 1, 2 and 3 of the PSQ. To score a "pass", the PSQ Response must adequately address all key points and include supporting evidence/information. For the avoidance of doubt, for all Pass / Fail questions, the supplier must provide a response which satisfies the requirements of the question and where relevant demonstrates an acceptable approach in accordance with good industry practice relative to the size and nature of the contract. Without prejudice to the generality of this paragraph, Table 1a sets out certain criteria which must be satisfied in order to score a "pass" for the Pass / Fail questions.
115. Any Supplier that answers "Yes" to any of the questions in Part 1 and Part 2 of the PSQ is given the opportunity to provide evidence of the circumstances and any remedial action that has taken place subsequently to rectify the situation in each case, which is known as "Self-Cleaning". The responses must give a reasonable degree of confidence that the Supplier meets the conditions of participation.
116. In the event that the evidence presented does not provide a reasonable degree of confidence that the Supplier meets the conditions of participation, the score for the relevant question(s) will remain a "fail", and the Authority will treat the PSQ Response as non-compliant and reject it.



Ministry of Housing,  
Communities &  
Local Government

117. The responses to the questions in Parts 1 to 3 inclusive will be assessed as follows:

**Table 1a.**

Question	Evaluation Criteria	Evaluation Methodology
Preliminary Questions		
1 to 4	<p><b>Question 1 (Supplier Name):</b> This question is for information only and will not be evaluated). Suppliers are, however, required to complete the question accurately and in full.</p> <p><b>Question 2 (CDP Registration):</b> This question is evaluated pass/fail. Suppliers must be registered on the CDP and provide their CDP unique identifier in order to pass. Suppliers failing to do this will have their tender submission rejected.</p> <p><b>Question 3 (Bidding as group / partnership):</b></p> <p>This question is for information only and will not be evaluated. Suppliers are however required to complete the question accurately and in full.</p> <p><b>Question 4 (Debarment list):</b> This question is evaluated pass/fail. Suppliers must confirm whether they are on the debarment list. If the Supplier answers “no” the Supplier will pass (subject to verification by the Authority as detailed below).</p> <p>If the Supplier answers “yes”, the Supplier will fail if they are listed for a mandatory exclusion ground (as detailed under PA 2023 Schedule 6). The Supplier will also fail if they are listed for a discretionary exclusion ground (as detailed under PA 2023 Schedule 7) and the Authority decides to exercise its discretion to exclude the Supplier in accordance with the PA 2023.</p> <p>The Authority will verify the Supplier’s response against the debarment list. If the Authority identifies the Supplier is listed under a mandatory exclusion ground, the tender will be rejected. Additionally, the Authority may reject the tender if the Supplier is listed under a discretionary exclusion ground.</p>	PASS / FAIL
<b>Part 1 – Confirmation of Core Supplier Information</b>		



5	The Supplier has provided the Authority with a valid share code, failing which the Supplier has provided the Authority with a PDF download of its responses to this question. By providing the PDF download, the Supplier is confirming that it has submitted up to date Core Supplier Information on the CDP.	PASS / FAIL
<b>Part 2 – additional exclusions information</b>		
<b>Part 2A – Associated Persons</b>		
5 - 7	These questions are for information only and will not be evaluated. Suppliers are, however, required to complete this question accurately and in full.	INFO ONLY
8	This question is evaluated pass/fail. Suppliers must confirm whether any of their Associated Persons are on the debarment list.  This is subject to paragraph 19 of this PSQ.	PASS / FAIL
<b>Part 2b – list of all intended sub-contractors</b>		
10	This question is for information only and will not be evaluated. Suppliers are, however, required to complete this question accurately and in full.	INFO ONLY
11	This question is evaluated pass/fail. Suppliers must confirm whether any of their intended sub-contractors are on the debarment list.  This is subject to paragraph 19 of this PSQ.	PASS / FAIL.
<b>Part 3 – questions relating to Conditions of Participation</b>		
12 – 15	<p><b>Question 12 (Annual Turnover):</b> This question is evaluated as pass/fail. Suppliers who do not provide the turnover information requested under this question will fail the question.</p> <p><b>Question 13 (Audited Accounts):</b> Suppliers with audited accounts for the period requested must provide these in order to achieve a pass. Suppliers without audited accounts must provide evidence of financial viability, in accordance with the question.</p> <p><b>Question 14 (Financial Risk Assessment):</b> This question is evaluated as pass/fail. Suppliers must either confirm there are no financial risks that could affect their</p>	PASS / FAIL



	<p>ability to deliver the contract OR provide details and mitigation plans in order to achieve a pass.</p> <p><b>Question 15:</b> This question is evaluated as pass/fail and in order to pass, Suppliers must provide the required information.</p> <p><b>Question 16 (Economic and Financial Standing)</b></p> <p>A. Suppliers must satisfy the Authority that they are of good financial standing, are capable of responsible financial management and that there are no material issues of concern in relation to their solvency, liquidity or other aspect of their financial standing that would render them incapable of delivering a contract which may arise from this Competition. Suppliers who, in the Authority's opinion, are not of sufficient economic and financial standing will be excluded from the Procurement at this PSQ stage.</p> <p>B. The required information must be provided, and the Financial Viability Risk Assessment (FVRA) template attached must be completed fully. A full FVRA assessment will be carried out as part of the PSQ evaluation, and the template provided must be fully completed and returned to the Authority alongside the PSQ submission.</p> <p><b>What information is to be provided?</b></p> <p>A. Suppliers are required to submit a completed Financial Viability Risk Assessment Spreadsheet, and provide a copy of the accounts/financial information. These accounts must be used to base the information within the Financial Viability Risk Assessment (FVRA) Spreadsheet.</p> <p>B. The Authority requires that all financial information is supplied in GBP Sterling (£).</p> <p>C. In conducting its due diligence, the Authority will complete the FVRA test. Responses to the questions will be used to inform the FVRA assessment but will not be used to "pass" or "fail" a Suppliers in and of themselves.</p> <p><b>Methodology for assessment</b></p> <p>A. The Suppliers will be assessed against financial assessment metrics. The Suppliers will be required to respond against nine (9) metrics. Of these, the</p>	
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	<p>following metrics have been identified as “Critical Metrics”. These are: 2, 3A and 4.</p> <p>B. The FVRA tab "Metric Definitions" sets out the definitions of each metric.</p> <p>C. The FVRA tab "Authority Input" sets out the Threshold Boundaries for each of the metrics.</p> <p>D. Suppliers who are within the ‘low risk’ (i.e. green) boundaries of the Critical Metrics will be deemed to “pass”.</p> <p>E. Any changes in the Supplier’s financial standings during the bid process should be reported to the Authority as soon as updated financial information is available. If the Supplier ceases to be a going concern the Authority must be notified immediately.</p> <p>F. Where Suppliers are within the Amber or Red boundaries, Suppliers are required to provide additional information. Where clear and reasonable explanations of this is provided within the Supplier’s commentary and where the Authority is confident that the financial status of the Supplier does not suggest that the Supplier lacks solvency or financial robustness, the Supplier shall “pass”. Where the explanations are unclear, not assessed as sufficiently reasonable or are supported by insufficient information to confirm the Supplier’s solvency and financial robustness then the Authority reserves the right to approach the Supplier for further information. If the Authority is still not content with the level of explanation, the Supplier will “fail”. Further analysis and assessments may be undertaken by the Authority of those Suppliers which are, but not limited to, e.g. Amber / Red or outliers.</p>	
17	This question is evaluated as pass/fail. Suppliers are required to answer "Yes" and to provide details of insurances held or to be obtained following contract award, with information as to how these will be obtained.	PASS / FAIL.
<b>Legal capacity</b>		
18	This question is evaluated as pass/fail. Suppliers must confirm that they have the legal authority to enter into the contract to pass.	PASS / FAIL
19	This question is evaluated as pass/fail. Suppliers must answer "No" to confirm there are no outstanding legal	PASS / FAIL



	<p>proceedings or other potential or actual incumbrances to its ability to perform the contract.</p> <p>If a Supplier answers "Yes", it must provide details. It will be at the Authority's discretion to determine whether the Supplier sufficiently demonstrates its ability to perform the contract and the Authority reserves the right to request such further information of the Supplier as it requires to assess this.</p>	
<p><b>Part 3B – requirements for central government departments, their executive agencies and non-departmental public bodies</b></p>		
20	<p>This question is evaluated as pass/fail. Suppliers require to:</p> <p>(a) confirm that they are a "relevant commercial organisation" and are compliant with the requirements of section 54 of the Modern Slavery Act 2015 as set out in the question; OR</p> <p>(b) confirm that they are not a "relevant commercial organisation" but have a turnover of more than £36 million and provide a link to its statement of the type referred to in the question.</p> <p>Suppliers with a turnover of above £36 million who do not confirm their compliance with the requirements will have their tender submission rejected.</p>	PASS / FAIL
<p><b>Part 3C – Procurement Specific Questions</b></p> <p>Security and Data Protection</p>		
21	<p>This question is evaluated as pass/fail. Suppliers must demonstrate, to the satisfaction of the Authority, that they have (or will have by contract award) sufficient human and technical resources to perform the contract to ensure compliance with the UK GDPR and to ensure protection of data subjects' rights.</p> <p>The Supplier's tender will be rejected where the Authority deems the response does not demonstrate sufficient human and technical resources and measures to ensure compliance with the UK GDPR.</p>	PASS / FAIL
22	<p>This question is evaluated as pass/fail. To pass, the Supplier must confirm that the security certifications listed are held (and provide the certificates), or confirm that these can be obtained before the relevant phase starts.</p>	PASS / FAIL





23	This question is evaluated as a pass/fail. To pass, the Supplier must confirm that DBS and Security Clearance for team members is in place (or will be before the relevant point in time specified in the question for those requirements).	PASS / FAIL
24	This question is evaluated as a pass/fail. To pass, the Supplier must confirm that they accept the conditions of access to the planning portal.	PASS / FAIL
25	<p>This question is evaluated as a pass/fail. To pass, the Supplier must confirm where government data will be stored. Suppliers will pass this question where:</p> <p>(a) they confirm that the data will be held in the UK only;</p> <p>(b) where they confirm that the data will be held in the UK and other approved jurisdictions, or other jurisdictions, only if their written explanation gives the Authority sufficient assurance that the Supplier will comply with its obligations under UK GDPR.</p> <p>In the case of (b), it is for the Authority in its discretion to determine whether or not the Supplier has sufficiently demonstrated that it will be able to comply with its obligations under UK GDPR.</p>	PASS / FAIL
26	<p>This question is evaluated as a pass/fail. To pass, the Supplier must answer "Yes" to confirm that it holds the requisite policies, or otherwise explain how it will ensure adequate information security.</p> <p>If the Supplier answers "No", it is for the Authority in its discretion to determine whether or not the Supplier has sufficiently demonstrated in its explanation that it will have adequate information security measures in place at commencement.</p>	PASS / FAIL
27	<p>This question is evaluated as a pass/fail. To pass, the Supplier must answer "No", or if it answers "Yes" to explain how it responded and what measures it has implemented to prevent reoccurrence.</p> <p>If the Supplier answers "Yes", it is for the Authority in its discretion to determine whether the measures implemented by the Supplier in relation to the incident(s) give sufficient assurance that such incident(s) will be prevented from recurring.</p>	PASS / FAIL



<b>Conflicts of Interest</b>		
28, 29 and 31	<p>Questions 28, 29 and 31 are evaluated as a pass/fail.</p> <p>Suppliers responding "no" to Question 28 will pass that question. Where a Supplier identifies a potential conflict of interest (COI), the Authority will look to remedy any COI without excluding the Supplier from the procurement process wherever possible. The Authority does, however, reserve the right to exclude the Supplier from this procurement process where such a COI cannot be remedied by other means, to the satisfaction of the Authority.</p> <p>To pass Question 29, Suppliers must:</p> <ul style="list-style-type: none"> <li>(a) list any previous contracts of the type specified (if any) with corresponding explanation of the work and whether it could create a conflict, or</li> <li>(b) otherwise confirm that there are no such contracts.</li> </ul> <p>To pass Question 31, Suppliers must:</p> <ul style="list-style-type: none"> <li>(a) provide details of any personnel falling into one or more of the categories identified in the question, and how such personnel will be managed through the use of ethical walls; or</li> <li>(b) otherwise confirm that there are no such personnel.</li> </ul> <p>Where a Supplier identifies such personnel, the Authority may require the Supplier to take such additional steps as it considers reasonable in order to manage the actual or potential COI. The Authority will look to remedy any COI without excluding the Supplier from the procurement process wherever possible. The Authority does, however, reserve the right to exclude the Supplier from this procurement process where such a COI cannot be remedied by other means, to the satisfaction of the Authority.</p> <p>Withholding knowledge of a COI may result in disqualification from the procurement procedure. Once a contract is awarded, the Supplier still has a continuing obligation to make the Authority aware of any new conflicts and to maintain where necessary any mitigating actions.</p>	PASS / FAIL
30	This question is evaluated as a pass/fail. Suppliers must confirm that they will sign the Ethical Walls Agreement in	



	the form prescribed in Appendix D to this PSQ if so required by the Authority.	
<b>Commitment</b>		
32	This question is evaluated as a pass/fail. Suppliers require to answer "Yes" to pass.	PASS / FAIL
33	This question is evaluated as a pass/fail. Suppliers require to answer "Yes" to pass.	PASS / FAIL
34	This question is evaluated as a pass/fail. Suppliers will require to provide a suitable explanation as requested by the question in order to pass.	PASS / FAIL
35	This question is evaluated as a pass/fail. Suppliers will require to provide a suitable description as required by the question.	PASS / FAIL

118. The responses to the questions in Part 4 – Technical Capability will be assessed as follows:

119. **Table 1b**

	Question	Weighting	Criteria
36	Frontier AI & Technical Capability	40%	<p><b>Excellent (5 out of 5):</b> The response meets all requirements to an exceptional standard and leaves no doubt as to frontier AI capability and experience. It provides clear evidence of developing frontier models, performing substantial fine-tuning/customisation, or deploying frontier models in multiple production systems, with specific technical architecture decisions, challenges overcome, and measurable outcomes. The response demonstrates deep technical expertise through detailed understanding of model capabilities, limitations, and behaviours at a fundamental level. Responses evidencing development or substantial modification of frontier models demonstrate the highest level of expertise through understanding of training dynamics and model behaviour at scale. Responses evidencing deployment demonstrate exceptional expertise through highly advanced implementation techniques that push the boundaries of what is possible with frontier models. The response demonstrates novel or innovative application of frontier AI models (GPT-4+, Claude 3.5+, Gemini 1.5+, or comparable models) in the planning sector or comparable sector/domain, with multiple case studies showing exceptional technical capability and delivery of production systems requiring significant AI expertise. <b>Good (4 out of 5):</b> The response meets all requirements to a high standard. It demonstrates clear experience with frontier AI models (GPT-4+, Claude 3.5+, Gemini 1.5+, or comparable models) through</p>



			<p>substantial fine-tuning/customisation or deployment in production systems, with technical details showing competent understanding and appropriate techniques. The response shows solid technical expertise including evidence of model customisation, advanced implementation techniques, or system architectures. It provides examples of AI projects with technical complexity in the planning sector or comparable sector/domain, with case studies demonstrating strong frontier AI capabilities and delivery of live systems with meaningful AI components.</p> <p><b>Satisfactory (3 out of 5):</b> The response meets most requirements without significant weaknesses, although some points may lack detail or clarity. It evidences general AI/ML experience with some exposure to frontier AI models (GPT-4+, Claude 3.5+, Gemini 1.5+, or comparable models), but limited evidence of production deployment, technical depth, or advanced implementation beyond basic API integration. The response demonstrates basic understanding of frontier AI capabilities, though depth of expertise may be unclear. At least one case study demonstrates AI capability relevant to the contract, though frontier AI technical depth may be less prominent.</p> <p><b>Poor (1 out of 5):</b> The response addresses only some requirements and/or contains material weaknesses or omissions. It provides limited evidence of AI/ML experience and fails to demonstrate experience with frontier AI models (GPT-4+, Claude 3.5+, Gemini 1.5+, or comparable models) in production systems. Examples are vague, generic, or do not demonstrate frontier AI capabilities or technical depth relevant to the contract.</p> <p><b>Unacceptable (0 out of 5):</b> The response fails to meet requirements. It contains no credible evidence of AI/ML experience relevant to the contract and provides no demonstration of frontier AI capabilities.</p>
37	Software Development & Integration Capability	25%	<p><b>Excellent (5 out of 5):</b> The response meets all requirements to an exceptional standard. It provides multiple detailed examples of building and maintaining production-scale systems in government or highly regulated environments, with specific technical architecture decisions, complex challenges overcome, and measurable outcomes achieved. The response demonstrates comprehensive software development, deployment, and DevOps practices, including (for example) CI/CD, automation, and/or infrastructure management, with clear evidence of how these have been successfully adapted to regulatory constraints such as security requirements, on-premise environments, or approval processes. It demonstrates sophisticated technical approaches to complex system integrations with specific examples of solutions developed (e.g., custom middleware, data transformation pipelines, handling inconsistent data standards) to address challenging integration problems, showing deep understanding of navigating technical</p>



		<p>debt, data quality issues, or interoperability problems in live government systems. Where applicable, the response demonstrates direct experience with planning systems or planning data standards, and sound understanding of the UK planning regulatory regime. Multiple case studies demonstrate both exceptional software development capability and proven delivery of complex integrations in government or highly regulated environments.</p> <p><b>Good (4 out of 5):</b> The response meets all requirements to a high standard. It provides clear examples of building and maintaining production-scale systems in government or highly regulated environments, with relevant technical details. The response demonstrates solid software development, deployment, and DevOps practices including CI/CD and automation approaches viable for government environments. It demonstrates competent technical approaches to complex system integrations with clear strategies and evidence of implementation, including examples of solutions developed for integration challenges. The response shows understanding of common government integration challenges with relevant examples, and provides examples of successful integrations with UK government systems, legacy systems, or regulatory systems. Where applicable, it demonstrates reasonable experience or understanding of the UK planning regulatory regime or comparable regulatory contexts. Case studies demonstrate strong software development and system integration capabilities in government or regulated sectors.</p> <p><b>Satisfactory (3 out of 5):</b> The response mostly meets requirements without significant weaknesses, although some points may lack detail or clarity. It provides some evidence of building production-scale systems and integrating with UK government systems, legacy systems, or regulatory systems. The response demonstrates software development and DevOps practices that are likely to be viable for this contract, and reasonable approaches to system integration challenges. Where applicable, it demonstrates some understanding of the UK planning regulatory regime or comparable regulatory contexts. At least one case study demonstrates relevant software development and integration experience.</p> <p><b>Poor (1 out of 5):</b> The response addresses only some requirements and/or contains material weaknesses, issues, or omissions. It provides very limited evidence of building production systems or integrating with UK government systems, legacy systems, or regulatory systems. The response shows insufficient detail on software development practices or approaches, and little or no evidence of understanding government integration challenges. It provides vague or generic descriptions of capabilities.</p> <p><b>Unacceptable (0 out of 5):</b> The response completely fails to meet requirements. It provides no credible evidence of building</p>
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			production systems or integrating with UK government systems, legacy systems, or regulatory systems, no meaningful demonstration of software development capabilities relevant to this contract, and fails to address the question or provides wholly inadequate responses.
38	Supplier Capability & Structure	20%	<p><b>Excellent (5 out of 5):</b> The response meets all requirements to an exceptional standard and leaves no doubt as to understanding of the required capabilities. The response demonstrates an optimally sized multidisciplinary team with exceptional depth of expertise across technical AI capabilities, software development, and domain knowledge. Key roles are staffed with demonstrably senior-level personnel with significant relevant experience on comparable projects, evidenced through detailed expertise profiles showing depth of capability. The response provides multiple concrete examples of how this team (or comparable teams with similar expertise levels) has worked collaboratively with government or highly regulated sector clients on comparable projects, with specific outcomes achieved through collaborative working. Commitment levels are clearly specified and appropriate for the contract requirements.</p> <p><b>Good (4 out of 5):</b> The response meets all requirements to a high standard and demonstrates understanding of the required capabilities. The response demonstrates an appropriately sized multidisciplinary team with solid expertise across technical AI capabilities, software development, and domain knowledge. Key roles show relevant experience through clear expertise profiles. The response provides examples of how the team has worked collaboratively with government or highly regulated sector clients. Commitment levels are clearly specified.</p> <p><b>Satisfactory (3 out of 5):</b> The response meets most requirements without significant weaknesses, although some points may lack detail or clarity. The response demonstrates coverage of required capabilities, though team sizing, expertise levels, or depth in some areas may be unclear. Expertise profiles are provided though may lack clarity. Examples of collaborative working are provided. Commitment levels are indicated.</p> <p><b>Poor (1 out of 5):</b> The response addresses only some requirements and/or contains material weaknesses or omissions. Team composition appears inappropriate, lacks clear multidisciplinary balance, or demonstrates insufficient expertise for the contract. Expertise profiles are vague, lack relevant experience, or do not evidence appropriate capability levels. Examples of collaborative working are very limited or not relevant.</p> <p><b>Unacceptable (0 out of 5):</b> The response fails to meet requirements. It contains no evidence that the supplier understands the required capabilities for the contract. Team structure is absent, wholly inappropriate, or demonstrates no relevant expertise.</p>



39	Social Value - UK AI Ecosystem	15%	<p><b>Excellent (5 out of 5):</b> The response meets all requirements to an exceptional standard. Supply chain plans demonstrate substantial opportunities for UK SMEs, scale-ups, or emerging AI/PropTech companies through subcontracting, partnerships, or collaborative delivery that are meaningful to this contract's delivery, with strong commitments (significant percentages, values, or substantive scoped roles) and comprehensive approaches to supplier development. Knowledge transfer plans demonstrate multiple high-impact mechanisms through which the contract will significantly build UK AI capabilities, with clear timescales and meaningful anticipated reach or outcomes. Measurement provides robust quantifiable metrics and reporting mechanisms to effectively track ecosystem contribution.</p> <p><b>Good (4 out of 5):</b> The response meets all requirements to a high standard. Supply chain plans demonstrate good opportunities for UK SMEs, scale-ups, or emerging AI/PropTech companies through subcontracting, partnerships, or collaborative delivery, with reasonable commitments and credible supplier engagement approaches. Knowledge transfer plans demonstrate multiple mechanisms through which the contract will build UK AI capabilities, with clear activities and meaningful anticipated outcomes. Measurement provides relevant metrics and appropriate reporting frequency.</p> <p><b>Satisfactory (3 out of 5):</b> The response meets most requirements without significant weaknesses, although some elements may lack detail or clarity. Supply chain plans demonstrate some opportunities for UK SMEs or emerging AI/PropTech companies through subcontracting, partnerships, or collaboration, though the scale or scope may be limited. Knowledge transfer plans identify mechanisms through which the contract could contribute to UK AI capabilities, though the impact or reach may be modest. Measurement includes basic metrics and reporting intentions.</p> <p><b>Poor (1 out of 5):</b> The response addresses only some requirements and/or contains material weaknesses or omissions. Supply chain plans demonstrate minimal or tokenistic opportunities for UK SMEs or emerging AI/PropTech companies. Knowledge transfer plans are limited in scope or impact. Measurement approaches are inadequate or absent.</p> <p><b>Unacceptable (0 out of 5):</b> The response fails to meet requirements. No credible supply chain opportunities, knowledge transfer mechanisms, or measurement approaches are provided.</p>
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120. The Authority will invite the five suppliers that pass all other aspects of the PSQ and submit the highest scoring responses to Part 4 to participate in the ITT.



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Communities &  
Local Government

121. The Authority may seek independent financial or other advice to validate any information provided by Suppliers, or where otherwise considered necessary to assist with any evaluation of Tenders.
122. A maximum of five (5) Suppliers will be taken forward to Stage 2 (Invitation to Tender). If there are more than 5 Suppliers who pass the PSQ, Suppliers will be ranked in order of PSQ score (highest to lowest) and the five highest-scoring Suppliers will be short-listed, and admitted to Stage 2. In the event of a tie for 5<sup>th</sup> place, where two or more Suppliers, in addition to passing all pass/fail questions, have an identical score for those questions assigned a numerical score, the following ranking will be applied, wherein the first question will be used to select the 5<sup>th</sup> placed Supplier from the tied Suppliers. If the scores for that question are also tied, the question ranked second will be used to select the 5<sup>th</sup> placed Supplier, and so on:

Question	Weighting	Response Order
Frontier AI & Technical Capability	40%	1 <sup>st</sup>
Software Development & Integration Capability	25%	2 <sup>nd</sup>
Supplier Capability	20%	3 <sup>rd</sup>
Social Value	15%	4 <sup>th</sup>

## Tender Submission Requirements

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





Ministry of Housing,  
Communities &  
Local Government

- c) The **Commercial Envelope** must be fully completed and all questions responded to as directed using the Pricing Proposal template on the Portal in accordance with the guidance therein. The Suppliers' completed Pricing Proposal template must be uploaded by Suppliers and will be used by the Authority for assessing an overall "Price" score in relation to each Tender that has fully complied with the Qualification Envelope.
124. Suppliers' Tender Responses will be scored in accordance with the scoring criteria set out in the ITT which will reflect the relative importance of each question to the Authority.



# Appendix A: Procurement terms and conditions

## Procedural requirements

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

## Central Digital Platform

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

## Transparency

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

## Modifying the Procurement

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



Ministry of Housing,  
Communities &  
Local Government

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

## Option to direct award

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

## Confidentiality and publicity

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



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Local Government

## Non-disclosure agreement

13. Suppliers participating in this Procurement may be required to sign and return a non-disclosure agreement in accordance with the instructions provided therein. Any Supplier that fails to comply with this requirement on request may be disqualified from the Procurement at the sole discretion of the Authority.

## Freedom of information and environmental information

14. 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.

15. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:

- a. clearly identify which information is considered commercially sensitive and complete the table contained within the ITT
- b. explain the potential implications of disclosure of such information
- c. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive

16. The Authority will endeavour to:

- a. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive
- b. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received

17. Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

## Requirements on sub-contractors and consortium

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

## Open Book Contract Management (OBCM)



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Communities &  
Local Government

19. Suppliers should be aware that the Authority will operate Open Book Contract Management (OBCM) to scrutinise the supplier costs and margins through the reporting of, or access to, accounting data.
20. This transparency allows both parties to be clear on the suppliers' charges, costs and planned return. It also provides a basis to be able to review performance, agree the impact of change and to bring forward ideas for efficiency improvements.

## Parent company guarantee or other securities

21. The Authority reserves the right to require a parent company guarantee, or alternative equivalent form of security, should the Supplier be successful in this Procurement.
22. 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.
23. Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate, having regard to the financial assessment undertaken during this Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's exclusion from the Procurement.

## Non-collusion, non-canvassing

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



Ministry of Housing,  
Communities &  
Local Government

- d. canvass any employees, members or agents of the Authority in relation to this Procurement
  - e. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission
  - f. carry out any other co-operation or collusion with another Supplier or any other person, which the Authority considers capable of undermining fair competition
26. If required by the Authority or as a consequence to the responses to the PSQ, suppliers must complete and return Appendix D (Ethical Walls Agreement) noting that the Authority will be entitled to rely on the information provided in the certificate.

## Conflicts of interest

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

## Conflict assessments

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

## Intellectual property

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



## Ethical walls agreement

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

## Anti-competitive behaviour

34. 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.
35. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
36. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

## Contract

37. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
38. The Supplier's final tender submission must remain valid for acceptance for a period of 180 days from the date of its submission or until any procurement challenge/s have been resolved.

## Supplier withdrawal

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



## Modifying your tender

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

## Supplier eligibility

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

## Supplier warranties

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





Ministry of Housing,  
Communities &  
Local Government

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

### Third parties

46. 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

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



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# Appendix B: Statement of Requirements



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## Weighting

<b>PART</b>	<b>WEIGHTING</b>
Part A - Mandatory Requirements	Pass/Fail
Part B - Demo	40%
Part C - Business Outcomes	5%
Part D1 - Requirements – Functional	9%
Part D2 - Requirements – Non- Functional	4%
Part E1 – Generating the Solution	4%
Part E2 - Team & Capability	2%
Part F - Implementation and Scale-Out	3%
Part G - Pre and Post Go Live – Support Services	3%
Part H - Social Value	10%
<b>TOTAL</b>	<b>80%</b>

**Note:** The References, Classifications and Requirements set out in this Statement if Requirements shall be lodged in Schedule 2 (Specification) of the Contract, and the Tenderer Response shall be lodged in Schedule 4 (Tender).



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Local Government

## PART A - MANDATORY REQUIREMENTS

**Evaluation Weighting = Pass/Fail**

**Evaluation Approach:** The Tenderer shall pass through this gate where their Solution is fully compliant with requirements A1 to A8.

The Solution shall be required to comply with the following standards:

Ref	Classification 1	Classification 2	Requirement
A1	Confidentiality	Data Storage Location	The Solution shall be operated from, and data stored within the UK or approved jurisdictions, with compliance measures in place.
A2	Integrity	SMART Data	The Solution shall comply with smart data requirements – see SMART Data Rulebook (Thomson Reuters Institute) and/or UK's Data (Use and Access) Bill 2025
A3	Security	Cyber Security	The Solution shall include robust cyber security measures and hold Cyber Essentials Plus certification. <a href="#">Cyber Essentials scheme: overview - GOV.UK</a>
A4	Security	Design	The Solution shall comply with 'Secure by Design' policies and principles. <a href="#">About Secure by Design - UK Government Security - Beta</a>
A5	Security	GDPR	The Solution shall comply with GDPR/Data Protection regulations when processing personal data
A6	Service	Standards	The Solution shall comply with HMG's Service Standard policies and principles <a href="#">Service Standard - Service Manual - GOV.UK</a>
A7	Technology	Design	The Solution shall comply with HMG's Technology Code of Practice <a href="#">The Technology Code of Practice - GOV.UK</a>
A8	Usability	Accessibility	The Solution shall meet WCAG 2.1 AA accessibility standards.



## PART B – DEMONSTRATION

**Evaluation Weighting:** 40%

**Evaluation Approach:** [Shall be detailed in the ITT]

The Tender shall be required to demonstrate a number of planning cases with planning decision determined following the processes and procedures currently in place. These planning cases shall be furnished to the Tenderer by the Authority without the conclusion or information relating to a planning decision.

Tenderers will be invited to demonstrate how their demonstration Solution shall determine a planning decision for each of the cases provided using the Tenderers chosen AI technology.

The AI generated decision for **each planning application** shall be assessed against the following requirements:

Ref	Classification 1	Classification 2	Requirement
B1	Demo	Quality/ alignment	The Tenderer shall demonstrate the Solution has good alignment between AI recommendations and planning officer decisions on the test set of applications.
B2	Demo	Explainability	The Tenderer shall demonstrate the recommendations made by the Solution are evidenced and cite the relevant documents/policies/data on the test set of applications.
B3	Demo	Integration	The Tenderer shall demonstrate the Solution can be integrated with existing workflows and tools (e.g. PlanX / BOPS) for the test set of applications.
B4	Demo	Features	The demo shows initial development of supporting features for the test set of applications.
B5	Demo	Usability	The user interface enables users to make informed decisions easily and quickly.



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Local Government

## PART C - BUSINESS OUTCOMES

**Evaluation Weighting:** 5%

**Evaluation Approach:** [Shall be detailed in the ITT]

Whilst this is not an Outcome Based Contract (OBC), the Solution provided by the Supplier is a critical enabler and key to achieving improvements in operational business effectiveness and efficiency, as part of the Government's growth agenda.

The Requirements and Success Criteria outlined below are what the Supplier's solution should target delivery to demonstrate the benefit of implementing the Solution. As this is an agile development contract, the Success Criteria will be subject to change based on the successful development of the Solution.

Ref	Classification 1	Classification 2	Requirement
C1	Business Outcome	Reduction in delays	Reduce waits to maximum <b>4 weeks vs 8-week target</b> (outside of consultation period) by simplifying & speeding-up decision-making with the tool.
C2	Business outcome	Efficiency gains	Drastically reduce planning officer time on householder/other applications (as defined in Town and Country Planning (Development Management Procedure) (England) Order 2015).
C3	Business outcome	Efficiency gains	Enable <b>reallocation of resources</b> to complex Major/Minor applications
C4	Business outcome	Quality/alignment	The tool produces quality recommendations and reasoning
C5	Business outcomes	Explainability	Recommendations are backed by coherent reasoning
C6	Business outcomes	Usability	Planning officers are confident in using the tool
C7	Business outcome	Adoption	Onboarding of users and integration with existing workflows is easy
C8	Business Outcome	Interoperability	Solutions support interoperability between incumbent, emerging and frontier technologies.



Ministry of Housing,  
Communities &  
Local Government

C9	Business Outcome	Cost Effectiveness	Produce robust monitoring and evaluation evidence demonstrating cost-effectiveness and benefits realisation to support business case for potential full national rollout to all 317 Local Planning Authorities (LPAs)
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## PART D1 - REQUIREMENTS – FUNCTIONAL

**Evaluation Weighting:** 9%

**Evaluation Approach:** [Shall be detailed in the ITT]

Ref	Classification 1	Classification 2	Requirement
D1.01	Adaptability	Application types	<p>The Solution shall be flexible enough to go beyond the initial ‘householder’ (alteration to a single dwelling) application type and into further types within the ‘other’ category (those not classified as Major or Minor).</p> <p>*“Other applications” are: advertisements, change of use, householder developments, listed building consents and relevant demolition in a conservation area. Also available at “View PS2 data” and the drop down “Other” available at: <a href="https://app.powerbi.com/view?r=eyJrIjoiaMDQ1MmRlMjE5ODNmYTJlIiwidCI6ImJmMzQ2ODEwLTljN2QtNDNkZS1hODcyLTI0YTJlIiwiaW50OTVhO CJ9">https://app.powerbi.com/view?r=eyJrIjoiaMDQ1MmRlMjE5ODNmYTJlIiwidCI6ImJmMzQ2ODEwLTljN2QtNDNkZS1hODcyLTI0YTJlIiwiaW50OTVhO CJ9</a></p>
D1.02	Adaptability	LPAs	The Solution shall be able to adapt to different workflows across LPAs.
D1.03	Adaptability	LPAs	The Solution shall have the functionality to connect with LPA databases and document stores
D1.04	Capability	Administrative	The Solution shall be capable of creating reports summarising decisions and their reasoning on behalf of planning officers.
D1.05	Capability	Analysis	The Solution shall leverage historical planning decisions to surface relevant precedents and incorporate into the generation of a recommendation.
D1.06	Capability	Analytical	The Solution shall be capable of ingesting and analysing data derived from the 4 document types covered by the Digital Planning Improvement Fund (Article 4 directions, Conservation Areas, TPOs, Listed Buildings) and incorporate findings into recommendations.





Ref	Classification 1	Classification 2	Requirement
D1.07	Capability	Analytical	The Solution shall be capable of accurately identifying relevant policies (national and local) and incorporate findings into recommendations.
D1.08	Capability	Analytical	The Solution shall be capable of reviewing material considerations and incorporate findings into recommendations.
D1.08	Capability	Explainability	The Solution shall clearly explain the reasoning and analysis behind recommendations and make available and legible to Planning Officers.
D1.10	Capability	Recommendations	The Solution shall be capable of providing a recommended outcome for planning applications based on relevant planning documents and communicating it clearly to planning officers
D1.11	Capability	Usability	The Solution shall have a user interface enables users to make informed decisions easily and quickly.
D1.12	Capability	Verification	The Solution shall provide verifiable citations for factual claims made in recommendations.
D1.13	Connectivity	Planning Data	The Solution shall connect with any open sources resources currently used in planning officer workflows (or those that may aid solutions) i.e. planning data gov.uk or Site assessment tool.
D1.14	Ethics	Bias	The Solution shall avoid bias in training data and model outputs
D1.15	Ingestion	Data	The Solution shall extract and utilise where appropriate data from planning applications
D1.16	Ingestion	Legacy Format	The Solution shall handle legacy format documents where necessary
D1.17	Integration	Existing back-office software	The Solution shall integrate with existing back-office software (including ingesting data produced by these systems where necessary) used by target LPAs (e.g. Idox, Arcus)
D1.18	Integration	Modern digital planning tools	The solution shall integrate with modern digital planning tools (including ingesting data produced by these systems where necessary) used by target LPAs (e.g. PlanX, BOPs)
D1.19	Integrity	Edge cases	The Solution shall effectively manage unusual or complex applications that deviate from standard patterns.



<b>Ref</b>	<b>Classification 1</b>	<b>Classification 2</b>	<b>Requirement</b>
D1.20	Learning	Training	The Solution shall use AI/ML models or techniques. (e.g., large language models, retrieval-augmented generation, computer vision, document classification)
D1.21	Learning	Training	If model training such as reinforcement learning or fine tuning is necessary, training data will be provided
D1.22	Operation	Inferences	The Solution shall record the number of inferences per second it handled.
D1.23	Operation	Volume	The Solution shall automate processing of planning applications documents at scale
D1.24	Precision	Anomalies	The Solution shall have tools for tracking and correcting anomalies.
D1.25	Precision	Degradation	The Solution shall have tools for monitoring and correcting performance degradation.
D1.26	Precision	F1 Score	The Solution shall report and optimise the F1-score, the harmonic mean of precision and recall.
D1.29	Precision	False positives	The Solution shall minimise false positives.



## PART D2 - REQUIREMENTS – NON- FUNCTIONAL

**Evaluation Weighting:** 4%

**Evaluation Approach:** [Shall be detailed in the ITT]

Ref	Classification 1	Classification 2	Requirement
D2.01	Adaptability	Extensibility	The Solution shall be easily extensible and built in a modular fashion.
D2.02	Adaptability	Integrate	The Solution shall be straightforward to integrate with existing and future planning technologies.
D2.03	Availability	AI Provider Resilience	The Solution shall have configurable models, with automatic failover to secondary and tertiary model providers. Include response time monitoring and ability to auto switch to maintain service and response times.
D2.04	Availability	Database Resilience	The Solution shall deploy a primary database with synchronous replica, automatic failover in <30 seconds, regular backups, corruption detection, read replicas for reporting and connection pooling to handle load.
D2.05	Availability	Disaster Recovery	The Solution shall Implement: automated backups at regular intervals, point in time recovery capability, with 2 hours recovery time objective and 15 minute recovery point objective as targets. Provide documented recovery procedures.
D.2.07	Availability	Graceful Degradation	The Solution shall enable fallback modes: manual workflow if AI unavailable, caching of policy data if database is down, local document storage if cloud is unavailable, officers can continue to process applications. Systems provide automatic retry when services are restored.
D2.08	Availability	Reliability	The Solution shall be robust, providing regional redundancy, and mechanisms for wider system resilience.
D2.09	Availability	Uptime Targets	The Solution shall achieve 99.5% uptime, be on redundant infrastructure, provide automatic failover, provide health monitoring with alerts, maintain a maximum



Ref	Classification 1	Classification 2	Requirement
			2-hour unplanned downtime per incident and planned maintenance shall be held outside of working hours (8am-6pm Mon-Fri)
D2.10	Data Protection	Data Security	The Solution shall use strong encryption at rest, in transit and support RBAC (with MFA) for data access.
D2.11	Data Protection	GDPR Compliance	The Solution shall Implement data minimisation where required, appropriate retention windows and maintain data subject rights.
D2.12	Data Protection	Third-party Processing	The Solution shall ensure data processing agreements signed, with no training on application data, UK/EEA based data residency, ability to delete any / all data.
D2.12	Deployment	Scaling	The Solution shall be capable of scaling from 12 pilot LPAs to 300+ LPAs nationally, without any required architectural changes.
D2.13	Explainability	Audit Trail	The Solution shall log immutably everything from application received, each assessment step, officer review, final decision, timestamps, system versions, models, etc.
D2.14	Explainability	Decision Reasoning	The Solution shall provide supporting information used to inform decision making, should be recorded in a structured way. Input data, policy references, logic chain, confidence scores should all be easily accessible and explainable to non-experts.
D2.15	Explainability	GDPR Article 15	The Solution shall provide reports showing data used, how it influenced decision making, logic applied, consequences and be able to respond within 30 days.
D2.16	Human Oversight	Escalation Rules	The Solution shall escalate cases and prioritise low confidence assessments, guidance and areas of policy conflict.
D2.17	Human Oversight	Final Decision Authority	The Solution shall require explicit officer approval signature before any decision published, prevent system from issuing decisions autonomously, maintain clear audit that officer made the final decision and reviewed the supporting information.
D2.18	Human Oversight	Override Capability	The Solution shall provide an interface to select alternative conclusions against autonomous recommendations and record decision making and reasoning. Track



Ref	Classification 1	Classification 2	Requirement
			override rate and use overrides to improve the system.
D2.19	Infrastructure	Hosting	The Solution shall be infrastructure agnostic and be hostable on Cloud, on-premise, or hybrid infrastructure
D2.20	Management	Releases	The Solution shall be released into production by defined releases in order to track models and datasets in accordance with industry best practice.
D2.21	Performance	Response	The Solution shall be performance optimised to ensure response times under 3 seconds.
D2.22	Scalability	Capacity	The Solution shall process up to 5000 applications per day with clear performance characteristics.
D2.24	Scalability	Loading	The Solution shall have the ability to handle spikes of increased data or user load.
D2.25	Security	Access	The Solution shall be accessed through role-based access control and provide integration through common authentication, and authorisation patterns.
D2.26	Security	Architecture	The Solution shall include appropriate security controls (e.g., encryption, access control, authentication).
D2.27	Security	Audit	The Solution shall include logging and audit trails of all user access and their interactions with the tool.
D2.28	Security	Cyber attacks	The Solution shall be protected from adversarial attacks and employ common security best practices throughout development and in production.
D2.29	Testability	Environments	The Solution shall include simulation environments for the safe testing of AI behaviour.
D2.30	Usability	Devices	The Solution shall be responsive across devices and supports commonly used browsers.



## PART E1 – GENERATING THE SOLUTION

**Evaluation Weighting:** 4%

**Evaluation Approach:** [Shall be detailed in the ITT]

Ref	Classification 1	Classification 2	Requirement
E1.01	Development	Alpha Phase	The Solution shall be developed using two candidate LPAs.
E1.02	Development	Beta & Scale Phase	The Solution shall be Beta tested across a minimum 10 additional LPAs (total 12 LPAs), demonstrating scalability and replicability across diverse authority types (district, unitary, county), covering at least 50,000 planning applications annually.
E1.03	Development	Demo Feedback	The Solution design shall incorporate Demo Build feedback
E1.04	Development	Methodology	The Supplier shall adopt a recognised development methodology
E1.05	Development	MVP or Alpha	The Supplier shall develop an Alpha Solution or Minimum Viable Product (MVP)
E1.06	Documentation	Architecture	The Supplier shall document the 'as-build' design and architecture using appropriate tools and techniques to be delivered three months after the end of the Warranty Period.
E1.07	Documentation	Data Flows	The Supplier shall document how the actual data flows through the 'as-built' Solution from application submission to decision recommendation to be delivered three months after the end of the Warranty Period.
E1.08	Documentation	Technology Stack	The Supplier shall document the 'as-build' technology stack using appropriate tools and techniques to be delivered three months after the end of the Warranty Period.
E1.09	Hosting	Alpha and Beta	The Alpha and Beta Solutions shall be developed and hosted on Authority infrastructure
E1.10	Hosting	Environments	The Supplier shall specify to the Authority, prior to Alpha, Beta and Live the characteristics of the Development, Test and Live environments in the Authority's preferred hosting environment.



Ref	Classification 1	Classification 2	Requirement
E1.11	Live Solution	Extensibility	The Supplier shall undertake extensibility projects from time to time in accordance with the Change Control Procedures set out in Schedule 21 (Variation Form)
E1.12	Project Management	Methodology	The Supplier shall adopt a recognised project management methodology and operate that methodology to great effect managing the development and implementation services.
E1.13	Project Management	Quality Assurance:	The Supplier shall establish and operate a quality management regime to improve the quality of the Solution.
E1.14	Project Management	Risk Management	The Supplier shall establish and operate a risk management regime to reduce risks.
E1.15	Project Management	Scope	The Supplier shall manage the Alpha and Beta phases as projects.
E1.16	Project Management	Scope	The Supplier shall manage the Scale-up activities as a Project
E1.17	Project Management	Target Delivery	The Supplier shall specify milestones with specified deliverables within the Beta & Scale phase and nominate those milestones which shall be payment milestones and set out in Schedule 3 (Costs).
E1.18	Testing	Alpha	The Solution shall be subject to Alpha Tests in order to test the initial software product, conducted internally to identify bugs, validate functionality, and improve stability before releasing it to external users.
E1.19	Testing	Beta	The Solution shall be Beta tested with real users outside the development team to gather feedback, uncover unexpected issues, and validate the product's performance in real-world conditions before final release.
E1.20	Testing	Integration Testing	The Solution shall be subject to integration testing for both the core model answer the systems it integrates with.
E1.20	Testing	Unit Testing	The Solution shall be capable of unit testing for both the core model answer and the systems it integrates with.
E1.21	Testing	Users	The Supplier shall conduct Beta testing with Planning Officers and incorporate feedback into the Solution



Ministry of Housing,  
Communities &  
Local Government

## PART E2 - TEAM & CAPABILITY

**Evaluation Weighting:** 2%

**Evaluation Approach:** [Shall be detailed in the ITT]

Ref	Classification 1	Classification 2	Requirement
E2.01	Resourcing	Organisation	The Supplier shall design an effective and comprehensive organisational diagram detailing the roles and experience available in the proposed team and where the Authority shall provide expertise to complement the Supplier team.
E2.02	Resourcing	Core team	The Supplier shall provide an expert team of people to create the solution including planning specialists
E2.03	Resourcing	AI/ML expertise	The Supplier shall be expert in designing, building and maintaining AI Solutions particularly in the Large Language Model proposed to be used.
E2.04	Resourcing	Planning domain expertise	The Supplier shall have in depth domain expertise in urban planning and urban planning systems
E2.05	Resourcing	Capacity and availability	The Supplier shall 'ring-fence' the team for the duration of the design and build.





Ministry of Housing,  
Communities &  
Local Government

## PART F - IMPLEMENTATION AND SCALE-OUT

**Evaluation Weighting:** 3%

**Evaluation Approach:** [Shall be detailed in the ITT]

Ref	Classification 1	Classification 2	Requirement
F.01	Roll-out	National	The Supplier shall collaborate with the Authority to roll-out the Solution. This shall involve treating the roll-out as a project in accordance with best practice project management, utilising good practice. The approach could be by geography or LPA size.
F.02	Roll-Out	Planning	The Supplier shall collaborate with the Authority to plan the rollout of the Solution across the remaining LPAs in detail as a stand-alone project. The Authority shall approve a Project Initiation Document (or similar) before the Scale Out is approved which shall include a plan and the governance, resources, assumptions and constraints and change management.



## PART G - PRE AND POST GO LIVE – SUPPORT SERVICES

**Evaluation Weighting:** 3%

**Evaluation Approach:** [Shall be detailed in the ITT]

Ref	Classification 1	Classification 2	Requirement
G.01	Installation	Run Book	<p>The Supplier shall collaborate appropriately with the Authority Support Team shall develop the Application Run Book, which shall contain and not be limited the following:</p> <ul style="list-style-type: none"> <li>• System Design Document</li> <li>• Technical Design Document</li> <li>• Deployment and Release Management Guide.</li> <li>• Operations Manual – for ongoing maintenance and support.</li> <li>• DR and Resilience Requirements</li> </ul>
G.02	Live Solution	Knowledge Transfer	The Supplier shall transfer knowledge to the Authority support and maintenance team (1 <sup>st</sup> and 2 <sup>nd</sup> Line Support, IT Ops Team)
G.03	Live Solution	Support and Maintenance	<b>COSTED OPTION:</b> The Supplier shall provide a 2 <sup>nd</sup> and 3 <sup>rd</sup> line support service in accordance with Schedule 10 (Performance Levels).
G.04	Live Solution	Support and Maintenance	<b>COSTED OPTION:</b> The Supplier shall provide a 3 <sup>rd</sup> Line support Service in accordance with Schedule 10 (Performance Levels).
G.05	Live Solution	Warranty	The Supplier shall operate a Warranty Period for 3 calendar months post go live
G.06	Live Solution	Service	<p>The Supplier shall provide the services in accordance with Schedule 10 (Performance Levels) and shall be liable for service credits as further described in Schedule 10 (Performance Levels) and Schedule 3 (Costs).</p> <p><b>[Note to Tenderers: Indicative target service levels set out in the table below, to be confirmed in ITT.]</b></p>

Target service levels for support and maintenance:



<b>KPI</b>	<b>Target</b>
Incident Resolution Time	95% of P1 incidents resolved within 4 hours; P2 within 8 hours
Response Time to Escalations	100% of escalations acknowledged within 30 minutes
Fix Rate / First-Time Resolution	85% first-time fix rate
SLA Compliance Rate	≥ 98% SLA compliance
Root Cause Analysis Completion	RCA delivered within 5 working days of incident closure
Change Implementation Success Rate	≥ 95% success rate
Customer Satisfaction (CSAT)	≥ 4.5/5 average rating
Knowledge Base Contribution	90% of resolved issues documented
Third-Party Dependency Breach Rate	≤ 2% of total breaches

<b>Severity</b>	<b>Description</b>	<b>Response Time</b>	<b>Resolution Target</b>
Critical	Complete service outage	1 hour	4 hours
High	Major functionality impaired	4 hours	1 business day
Medium	Minor functionality issue	1 business day	5 business days
Low	Cosmetic or enhancement	3 business days	Next release



Ministry of Housing,  
Communities &  
Local Government

## **PART H - SOCIAL VALUE**

**Evaluation Weighting:** 10%

**Evaluation Approach:** [Shall be detailed in the ITT]

**Requirements:** [Shall be detailed in the ITT]



## Appendix C: Glossary

Defined term	Definition
Act	means the Procurement Act 2023.
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
Authority	means Ministry of Housing, Communities and Local Government
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Competitive Flexible Procedure	means the competitive flexible procedure as defined by section 20 of the Act.
Contract	means the contract to be entered into by the Authority with the successful Supplier.
Portal	means the Jaggaer portal used by the Authority for the purposes of this Procurement and which can be accessed here: <a href="https://beisgroup.ukp.app.jaggaer.com/">https://beisgroup.ukp.app.jaggaer.com/</a> .
Procurement	This Competitive Flexible Procedure procurement process.
Procurement Timetable	The timetable for this Procurement as set out in this document.
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement
Tender Notice	means the tender notice with reference 2025/S 000-068741 published on 27 October 2025 on the Central Digital Platform



Ministry of Housing,  
Communities &  
Local Government

# Appendix D: Ethical Walls Agreement

This Agreement is dated [ ] 20[ ] (the “Effective Date”).

## BETWEEN:

- (a) **Ministry of Housing, Communities and Local Government** (the “**Authority**”) acting on behalf of the Crown of 2 Marsham St, London SW1P 4DF; and
- (b) **[NAME OF COUNTERPARTY]** a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Counterparty’s registered address] (the “**Counterparty**”),

together the “**Parties**” and each a “**Party**”.

## BACKGROUND

- (A) The Authority in relation to its procurement process must treat suppliers the same unless a difference between the suppliers justifies different treatment, pursuant to the Procurement Act 2023 and any regulations made under it. The purpose of this document (“**Agreement**”) is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).
- (B) The Authority is conducting a procurement exercise for the development of an AI-Assisted Smart Planning Decision Tool to enable faster, more consistent planning decisions for householder and other planning applications (the “**Purpose**”).
- (C) The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over Other Suppliers.

## IT IS AGREED:

### 1. Definitions and Interpretation

- 1.1 The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

“**Agreement**” means this ethical walls agreement duly executed by the Parties;

“**Bid Team**” means any Representatives of the Counterparty, any of its Affiliates and/or any Subcontractors connected to the preparation of a Tender Response;



Ministry of Housing,  
Communities &  
Local Government

“**Central Government Body**” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

- (a) Government Departments;
- (b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);
- (c) Non-Ministerial Departments; or
- (d) Executive Agencies;

“**Conflicted Personnel**” means any Representatives of:

- (e) the Counterparty;
- (f) any of the Counterparty’s Affiliates; and/or
- (g) any Subcontractors,

who, because of the Counterparty’s, any of its Affiliates’ and/or any Subcontractors’ relationship with the Authority under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Suppliers would not have;

“**Contract**” means any pre-existing or previous contract between the Authority and:

- (h) the Counterparty;
- (i) any of the Counterparty’s Affiliates;
- (j) any Subcontractor; and
- (k) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the Tender Process;

“**Control**” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and “**Controls**” and “**Controlled**” shall be interpreted accordingly;

“**Effective Date**” means the date of this Agreement as set out above;

“**Other Supplier**” means any other Supplier or potential Supplier that is not the Counterparty or any of its Affiliates that has taken or is taking part in the Tender Process;

“**Procurement Process**” means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Authority of



Ministry of Housing,  
Communities &  
Local Government

the contract details notice that result from the Tender Process; or (ii) the abandonment or termination of the Tender Process as notified by the Authority;

**“Professional Advisor”** means a supplier, subcontractor, advisor or consultant engaged by the Counterparty and/or any of its Affiliates under the auspices of compiling its Tender Response;

**“Purpose”** has the meaning given to it in recital B to this Agreement;

**“Representative”** refers to a person’s officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Counterparty, any of its Affiliates and/or any subcontractors engaged in connection with the Tender Process;

**“Subcontractor”** means an existing or proposed subcontractor of:

- (l) the Counterparty; and/or
- (m) any of the Counterparty’s Affiliates,

who is connected to the preparation of a Tender Response (including key subcontractors named in the Tender Response);

**“Tender Process”** means, with regard to the Purpose, the relevant procedure provided for in the Procurement Act 2023 and any regulations made under it, which the Authority has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Authority as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the Suppliers in response together with any resulting contracts;

**“Tender Response”** means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the Tender Process;

**“Third Party”** means any person who is not a Party, including Other Suppliers, their Affiliates and/or their Representatives; and

**“Working Day”** means any day of the week other than a weekend, when Banks in England and Wales are open for business.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3 Reference to the disclosure of information, or provision of access, by or to the Authority, the Counterparty, any of the Counterparty’s Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Authority, the Counterparty, any of its Affiliates and/or any Subcontractors (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.





Ministry of Housing,  
Communities &  
Local Government

- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to Clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The terms “**associate**”, “**holding company**”, “**subsidiary**”, “**subsidiary undertaking**” and “**wholly owned subsidiary**” have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.
- 1.10 The words “**include**” and “**including**” are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.
- 1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

## 2. Ethical Walls

- 2.1 In consideration of the sum of £1 payable by the Authority to the Counterparty, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

### Conflicts of Interest

- 2.2 The Counterparty:
  - 2.2.1 shall take all appropriate steps to ensure that neither the Counterparty, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Authority under any Contract or pursuant to an open and transparent Tender Process; and
  - 2.2.2 acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the Tender Process and because of the Counterparty’s, any of its Affiliates’, any Subcontractors’ and/or any Representatives’ relationship with the Authority under any Contract, the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive Tender Process.



- 2.3 Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the Tender Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Authority's satisfaction, including one or more of the following:
- 2.3.1 not assigning any of the Conflicted Personnel to the Bid Team at any time;
  - 2.3.2 providing to the Authority promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Authority promptly upon any change to it;
  - 2.3.3 ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:
    - (a) about the Tender Process (gleaned from the performance of any Contract or otherwise); and/or
    - (b) which would or could in the opinion of the Authority confer an unfair advantage on the Counterparty in relation to its participation in the Tender Process,
 becoming available to the Bid Team where the Authority has not made generally available that information to Other Suppliers;
  - 2.3.4 ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the Tender Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
  - 2.3.5 ensure that agreements that flow down the Counterparty's obligations in this Agreement, are entered into as necessary, between the Counterparty and its Affiliates and any Subcontractors in a form to be approved by the Authority;
  - 2.3.6 physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
  - 2.3.7 providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;
  - 2.3.8 monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Counterparty, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;
  - 2.3.9 ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and



Ministry of Housing,  
Communities &  
Local Government

- 2.3.10 complying with any other action as the Authority, acting reasonably, may direct in connection with the Tender Process and/or this Agreement.

### **Notification of Conflicts of Interest**

2.4 The Counterparty shall:

2.4.1 notify the Authority immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;

2.4.2 submit in writing to the Authority full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Counterparty's plans to prevent potential conflicts of interests from arising ("**Proposed Avoidance Measures**"); and

2.4.3 seek the Authority's approval to the Proposed Avoidance Measures which the Authority shall have the right to grant, grant conditionally or deny (if the Authority rejects the Proposed Avoidance Measures the Counterparty shall repeat the process set out in this Clause 2.4 until such time as the Authority grants approval or the Counterparty withdraws from the Tender Process).

2.5 The Counterparty will provide to the Authority, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Authority.

2.6 The Authority reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Clauses 2.2 and 2.3.

2.7 The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Authority of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

### **Exclusion from the Tender Process**

2.8 Where, in the reasonable opinion of the Authority, there has been any breach by the Counterparty of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Authority's approval of the Proposed Avoidance Measures the Authority shall be entitled to exclude the Counterparty, or any of its Affiliates and/or any Representatives, from the Tender Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary.

2.9 The actions of the Authority pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Authority.

### **Bid Costs**

2.10 In no event shall the Authority be liable for any bid costs incurred by:



Ministry of Housing,  
Communities &  
Local Government

2.10.1 the Counterparty or any of its Affiliates, any Representatives and/or any Subcontractors; or

2.10.2 any Third Party,

as a result of any breach of this Agreement by the Counterparty, any of its Affiliates, any Subcontractors and/or Representatives, including where the Counterparty, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the Tender Process.

### **Specific Remedies**

2.11 The Counterparty acknowledges and agrees that:

2.11.1 neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and

2.11.2 in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Authority shall have the right to terminate both this Agreement and the Counterparty's participation in the Tender Process in each case with immediate effect on written notice.

### **3. Sole Responsibility**

3.1 It is the sole responsibility of the Counterparty to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Authority of any procedures, agreements or arrangements provided by the Counterparty, any of its Affiliates, any Subcontractors and/or their Representatives to the Authority shall discharge the Counterparty's obligations.

### **4. Waiver and Invalidity**

4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

### **5. Assignment and Novation**

5.1 The Counterparty shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.

5.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

5.2.1 any Central Government Body; or



Ministry of Housing,  
Communities &  
Local Government

5.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and

5.2.3 the Counterparty shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 5.

5.3 A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

## 6. Contracts (Rights of Third Parties) Act 1999

6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## 7. Transparency

7.1 The Parties acknowledge and agree that the Authority is under a legal duty pursuant to the Procurement Act 2023 and any regulations made under it to run procurement processes in accordance with section 12 of the Procurement Act 2023. Accordingly, the Authority may disclose the contents of this Agreement to Other Suppliers (and/or potential Other Suppliers) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

## 8. Notices

8.1 Any notices sent under this Agreement shall be in writing and be served by e-mail unless it is not practicable to do so.

8.2 Subject to Clause 8.1, the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
E-mail.	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1 <sup>st</sup> Class or other prepaid, next	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a	Properly addressed prepaid and delivered as evidenced



Manner of Delivery	Deemed time of service	Proof of service
Working Day service providing proof of delivery.	Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	by signature of a delivery receipt.

- 8.3 Notices shall be sent to the e-mail addresses (or address, where e-mail is not practicable) set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Counterparty	Authority
<b>Contact</b>		
<b>E-mail</b>		<a href="mailto:procurement.planning@ai.gov.uk">procurement.planning@ai.gov.uk</a>
<b>Address</b>		i.AI, 70 Whitehall, London, SW1A 2AS

- 8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

## 9. Waiver and Cumulative Remedies

- 9.1 The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

## 10. Term

- 10.1 Each Party's obligations under this Agreement shall continue in full force and effect for the period of the duration of the Procurement Process.

## 11. Governing Law and Jurisdiction

- 11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.



Ministry of Housing,  
Communities &  
Local Government

Signed by the Authority

Name:

Signature:

Position in Authority:

Signed by the Counterparty

Name:

Signature:

Position in Counterparty:



# Appendix E: Privacy Notice

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

## Your Data

We will process the following personal data:

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

## Purpose

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

## Legal Basis of Processing

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

## Recipients

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

## Retention

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

## Your Rights





Ministry of Housing,  
Communities &  
Local Government

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

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

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

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

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

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

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

### **International Transfers**

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

### **Complaints**

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

### **Information Commissioner's Office**

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

0303 123 1113

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

### **Contact Details**

The data controller for your personal data is the Department for Science, Innovation and Technology.

You can contact the Data Protection Officer at: [dataprotection@dsit.gov.uk](mailto:dataprotection@dsit.gov.uk)



# Appendix F: Procurement Specific Questionnaire

## 1 PSQ Explainer (for suppliers)

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

---

<sup>1</sup> Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the supplier.



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



Ministry of Housing,  
Communities &  
Local Government

## No. Question

### Preliminary questions

1. What is your name? (supplier name)

.....  
**[Insert name]**

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

What is your central digital platform unique identifier?

.....  
**[Insert unique identifier]**

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

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

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

.....  
**[Insert information]**

4. Are you on the debarment list?

.....  
**[Insert Yes or No]**

**[If yes, insert details]**

### Part 1 – confirmation of core supplier information

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

This includes:

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

Please confirm you have shared this information with us.

.....  
**[Insert reference / file name]**



Ministry of Housing,  
Communities &  
Local Government

## Part 2 – additional exclusions information

### Part 2A – Associated Persons

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

[The conditions of participation are outlined in Part 3]

If so, please complete **Q7, Q8 & Q9** (otherwise **Q7, Q8 & Q9** are not applicable).

**[Insert Yes or No]**

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

**[Insert name of supplier and brief description]**

**[Insert name of supplier and brief description]**

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

- a. basic information
- 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

**[Insert name of supplier and reference / file name]**

9. Are any of your Associated Persons on the debarment list?

**[Insert Yes or No]**

**[If yes, insert details]**

### Part 2B – list of all intended sub-contractors

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

If you are not intending to sub-contract the performance of all or part of the contract, then this **question and Q11** are not applicable.

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

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

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



11. Please confirm if any intended sub-contractor is on the debarment list.

The debarment list can be found here

[https://assets.publishing.service.gov.uk/media/68595a94eaa6f6419fade63b/Debarment\\_List.pdf](https://assets.publishing.service.gov.uk/media/68595a94eaa6f6419fade63b/Debarment_List.pdf)

**[Insert Yes or No]**

**[If yes, insert sub-contractor(s) name and provide details]**

### Part 3 – questions relating to conditions of participation

#### Part 3A – standard questions

##### Financial capacity

12. **Annual Turnover**

Provide annual turnover for the last 2 financial years (or since incorporation if less than 2 years):

**Most recent financial year: £\_\_\_\_\_**

**Previous financial year: £\_\_\_\_\_**

13. **Audited Accounts**

Do you have audited accounts?

- Yes - please attach for last 2 years
- No - please provide management accounts or financial projections

For startups/scale-ups without full audited accounts please provide evidence of financial viability such as:

- Management accounts
- Financial projections
- Investment funding received
- Parent company guarantee

**[Insert Yes or No]**

**[If yes, insert reference / file name]**

14. **Financial Risk Assessment**

Are there any material financial risks that could affect your ability to deliver this contract? (e.g., pending litigation, significant debt, cash flow issues)

**[Insert Yes or No]**

**[If yes, please provide details and mitigation plans (300 words max)]**

15. Are you relying on another supplier to act as a guarantor?

If so, please provide their name and evidence of their economic and financial standing.

**[Insert Yes or No]**

**[If yes, insert reference / file name]**



16. Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:
- Employer's (Compulsory) Liability Insurance\* = £5 million
  - Public Liability Insurance = £5 million per claim
  - Professional Indemnity Insurance = £2 million per claim
  - Cyber Insurance = £5 million per claim

\*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: [www.hse.gov.uk/pubns/hse39.pdf](http://www.hse.gov.uk/pubns/hse39.pdf).

**[Insert Yes or No]**

**[Insert details of your insurances already in place]**

**[Insert details of your insurances which would be obtained following contract award (including information on how you will obtain this insurance – e.g. a quote)]**

17. **FVRA**  
Please complete and upload a completed FVRAT template (Attachment "FVRA Template" in the Data Room).

Please refer to the corresponding selection criteria set out in Table 1b in respect of this question.

**[Upload completed FVRA Template]**

#### Legal capacity

18. **Legal Authority to Contract**

Please confirm that your organization has the legal authority to enter into contracts of this nature:

**[Insert Yes or No]**

19. **Outstanding Legal Proceedings**

Are there any outstanding legal proceedings, disputes, or investigations involving your organization that could affect performance of this contract?

**[Insert Yes or No]**

**[If Yes, provide brief details: (200 words max)]**



Ministry of Housing,  
Communities &  
Local Government

## Part 3B – requirements for central government departments, their executive agencies and non-departmental public bodies

### Tackling Modern Slavery in Supply Chains (PPN 009)

#### 20. **Modern Slavery Statement (or equivalent statement/document)**

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

- a. the organisation's structure, its business and its supply chains
- b. its policies in relation to slavery and human trafficking
- c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains
- d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk
- e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate
- f. the training and capacity building about slavery and human trafficking available to its staff

**Or**

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

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

---

**[Insert information]**





## Part 3C – Procurement Specific Questions

### Security and Data Protection

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

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data
- to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place)
- to maintain records of personal data processing activities
- to regularly test, assess and evaluate the effectiveness of the above measures

[Insert Yes or No]

[Insert information]

[Insert details of Data Protection Officer Name and Email]

### 22. Security Certification

Please confirm that you have:

- Cyber Essentials certification (or equivalent international standard) (or will have prior to ITT)
- Cyber Essentials Plus certification (or equivalent international standard) (or will have prior to Contract Award)

- [● **Yes - Cyber Essentials - please attach certificate**
- **Yes - Cyber Essentials Plus - please attach certificate**
- **Yes - Equivalent international standard (specify): \_\_\_\_\_**
- **No - but can obtain before relevant phase starts**
- **No - cannot obtain]**

### 23. Security Clearance

Please confirm that you have:

- Basic criminal records check (DBS) for team members with access to planning data provided by the Authority (or will have prior to ITT)
- Security Clearance (SC) may be required for some team members accessing production systems (prior to Contract Award)



Ministry of Housing,  
Communities &  
Local Government

- 
- [• **Yes – DBS**
  - **Yes - SC**
  - **No - but can obtain before relevant phase starts**
  - **No - cannot obtain]**
- 

24. **Access to Data**

Please confirm you accept the conditions of access to the planning data portal (at: <https://www.planning.data.gov.uk/docs>).

---

**[Insert Yes or No]**

---

25. **Data Storage Location**

Where will government data be stored during contract performance?

- 
- [• **UK only**
  - **UK and approved jurisdictions (specify): \_\_\_\_\_**
  - **Other (explain): \_\_\_\_\_**

**If data will be stored outside the UK, explain how you will comply with UK data protection requirements: [Insert information (200 words max)]**

---

26. **Information Security Policies**

Do you have documented information security policies covering:

- Access control and authentication
- Encryption of data in transit and at rest
- Incident response and breach notification
- Security monitoring and logging
- Vulnerability management

If No, explain how you will ensure adequate information security:

---

**[Insert Yes or No]**

**[Insert information (200 words max)]**

---

27. **Previous Security Incidents**

Have you experienced any significant security incidents (data breaches, cyber attacks) in the past 3 years?

If Yes, provide brief details and explain how you responded and what measures you have implemented to prevent recurrence

---

**[Insert Yes or No]**

**[Insert information (300 words max)]**

---



Ministry of Housing,  
Communities &  
Local Government

## Conflicts of Interest

### 28. Conflict of Interest Declaration

Do you have any actual, potential, or perceived conflicts of interest in relation to this procurement?

Conflicts may arise from:

- Access to non-public information through other government contracts
- Commercial interests in planning software or related markets
- Relationships with Local Planning Authorities or MHCLG
- Investment or ownership interests in relevant companies
- Other relationships that could provide unfair advantage

If Yes, provide full details of the conflict(s) and your proposed measures to eliminate or mitigate them.

[Insert Yes or No]

[Insert information (500 words max)]

### 29. Previous or Current Contracts

List any previous or current contracts with:

- i.AI, Cabinet Office, or other central government departments
- MHCLG or Local Planning Authorities
- Planning software vendors (Idox, Terraquest, etc.)
- Open Digital Planning / Open Systems Lab

For each contract, briefly describe the work and whether it could create a conflict.

[Insert information (300 words max)]

### 30. Ethical Walls Agreement

Please confirm that you will sign and return the Ethical Walls Agreement if so required by the Authority.

[Insert Yes or No]

### 31. Personnel Conflicts

Are there any personnel in your organization who:

- Previously worked on UK government planning initiatives
- Have access to confidential planning data through other roles
- Are simultaneously working on competing procurements or projects

If Yes, provide details and explain how you will manage this through ethical walls

[Insert Yes or No]

[Insert information (300 words max)]

## Commitment

### 32. Demo Build Commitment

Please confirm that if you are selected for the ITT phase including the Demo Build you will:

- dedicate a team for the full 2-week Demo Build period
- attend the Demo Build briefing
- present at the Demo Day
- participate in the Demo Build at your own cost

[Insert Yes or No]

### 33. Resource Availability

Please confirm that your proposed core team will be available for the full Demo Build period and the Contract term (if successful).



[Insert Yes or No]

34. **Organisational standards**

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

[Insert information]

35. **Health and safety**

Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant). Please use no more than 500 words.

[Insert information]

#### Part 4 – Evaluated Questions

36. **Frontier AI & Technical Capability**

Describe your relevant experience developing, fine tuning, or deploying frontier AI\* models (e.g. GPT-4+, Claude 3.5+, Gemini 1.5+, or comparable models) to create Production / Live systems or applications.

Your response should address the following points:

- Whether you develop frontier models, perform advanced fine-tuning/customisation of frontier models, and/or deploy frontier models in production systems
- Types of artificial intelligence (AI) projects delivered (e.g., large language models (LLMs), multimodal systems, computer vision, agentic systems)
- Which frontier models you have developed, substantially fine-tuned, or deployed in production
- Model training, fine-tuning, and advanced implementation capabilities (including infrastructure, methodologies, and techniques used)
- Size and technical scope of AI projects delivered
- Industries or domains served, and types of live systems created
- Relevant examples demonstrating frontier AI capabilities
- Evidence of publication of research in relation to frontier AI models (if available) **[Note:** Such research must pre-date the publication of the Tender Notice. No substantive evaluation of any research in respect of which evidence is provided will be conducted. The Authority may, however, review to ensure that the subject matter of the research relates to frontier AI models.]

In addition to your response to the above, please provide, in the format required below, up to 3 contract examples with outcomes.

\*For the purposes of Part 4 of this PSQ, "frontier AI" means: AI models that can perform a wide variety of tasks and match or exceed the capabilities present in today's most advanced models.

[Insert information (1200 words max)]



[Insert information below (300 words max per contract, 900 words max total)]

	Contract 1	Contract 2	Contract 3
Name of customer organisation who signed the contract			
Name of supplier who signed the contract			
Point of contact in the customer's organisation			
Position in the customer's organisation			
Email address			
Description of contract			
Your role and responsibilities			
Technologies and techniques used (including specific models)			
Outcomes and results			
Contract start date			
Contract completion date			
Estimated contract value			

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



37. **Software Development & Integration Capability**

Describe your software development capabilities, particularly when integrating with complex government, legacy and/or regulatory systems. Include any relevant experience with UK planning systems if applicable.

Your response should address the following points:

- Experience building and maintaining production-scale systems in government or highly regulated environments
- Software development, deployment, and DevOps practices (including CI/CD, automation, and infrastructure management)
- Quality assurance, testing approaches, and performance optimisation
- Software architecture and technical approaches used for complex system integrations, including specific technical architecture decisions made and rationale
- Any examples of solutions developed (e.g., custom middleware, data transformation pipelines, handling inconsistent data standards)
- Experience with planning systems, planning data standards, or understanding of the UK planning regulatory regime (if applicable)
- Security practices and considerations for sensitive environments
- Please include your experience integrating with: UK government systems or comparable public sector systems (including legacy systems or complex regulatory systems)
  - planning systems or the UK planning regulatory regime (if applicable)
  - third-party APIs, services, and enterprise platforms

**[Insert information (1,000 words max)]**

38. **Supplier Capability & Structure**

Describe your proposed team for delivery of this contract, demonstrating appropriate sizing for the scope of work, balance and depth of expertise, and proven collaborative delivery approach.

Your response should address the following points:

- Proposed team structure and size, with justification for why this composition is appropriate for the contract requirements
- Key roles and their specific responsibilities, demonstrating how the team balances technical AI expertise, software development capability, and domain knowledge (e.g., planning or comparable regulatory domains)
- Specific expertise profiles for each key role, including relevant technical skills, domain expertise, level of seniority, and previous experience on comparable projects
- Availability and commitment level of key personnel (e.g., full-time equivalent, percentage allocation)
- How you would work collaboratively with MHCLG throughout delivery
- Specific examples of how this team (or similar teams you have fielded) has worked collaboratively with government or highly regulated sector clients on comparable projects, including communication approaches, handling of client feedback and changing requirements, and outcomes achieved through collaborative working
- Please include an organogram showing the proposed team structure and reporting lines.

**Insert information (1000 words max) plus one side of A4 organogram in PDF**



39. **Social Value - UK AI Ecosystem**

Describe how your approach to delivering this contract will support the UK AI ecosystem and create opportunities for diverse businesses, particularly SMEs, scale-ups, and new entrants to the AI and/or PropTech markets.

Your response should address the following points, which relate to the Social Value Model (PPN 002):

- **Supply Chain Diversity (Outcome 3: Resilient, innovative and flexible supply chains):** How you will create opportunities for UK-based SMEs, scale-ups, or emerging AI companies through subcontracting, partnerships, or collaborative delivery models. This may include existing partnerships or new arrangements for this contract. Explain your approach to identifying and supporting smaller and diverse suppliers, including any capacity-building or mentoring activities.
- **Knowledge Transfer & Skills Development (Outcome 2: Skills for growth):** Plans for sharing AI expertise and building UK AI capabilities beyond your own organisation. This may include open-source contributions, research collaborations, university partnerships, training programs, secondments, knowledge sharing with government teams, or other mechanisms that develop AI skills within the UK ecosystem.
- **Measurement & Reporting:** How you will measure, monitor, and report on these social value activities throughout the contract period, including specific metrics and reporting frequency.

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**Insert information (500 words max)**

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**Confirmations**

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

.....  
**[Insert Yes or No]**

**Signed**

**Date**

**Name**

**Role**

**Phone number**

**Email**

**Postal address**