

Open Procedure (Procurement Act 2023)

Invitation to Tender - Associated Tender
Document

**Office for Product Safety and Standards'
(OPSS) Product Testing Framework**

Reference: PR_4755

November 2025

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Part 1: Deadline for responding to the ITT

1. The deadline for submitting a tender in response to the ITT is **11/12/2025 at 13:00**. This is defined as the “Tender Submission Deadline”. See Part 6 (The Procurement timetable) and Part 7 (How to respond to this opportunity) for further detail.

Part 2: Introduction

The Procurement

1. The Authority invites suppliers to tender for Office for Product Safety and Standards' (OPSS) Product Testing Framework.
2. This Framework has five lots. These, and the maximum number of Suppliers to be awarded these lots, are as follows:

Lot	Lot name	Maximum number of awarded places
Lot 1	Construction and Building Products	12
Lot 2	Electrical and Electronic Products	11
Lot 3	General Consumer Products	10
Lot 4	Multi-Disciplinary Analysis (Chemical, Biochemical & Microbiological Testing)	10
Lot 5	Cybersecurity and Digital Compliance	7

3. Suppliers may submit a tender for one or more lots.
4. There is no limit on how many lots a Supplier may be awarded.
5. The Authority reserves the right to award lots separately.
6. The Procurement is being conducted in accordance with the Act and the Regulations using the Open Procedure.
7. The Tender Notice for the Procurement as supplemented by this document (together with its schedules and attachments) and any other document expressly stated to be an associated tender document form the ITT for the Procurement.
8. The ITT has been prepared to provide Suppliers with information and instructions to help them submit a compliant tender for the Procurement. It contains the rules which Suppliers must follow in relation to the Procurement. Please note that a failure to comply with or follow these rules may result in a Supplier's tender being disregarded at the Authority's discretion unless the ITT expressly states that a tender must be disregarded.
9. This document should be read in conjunction with the Tender Notice and any other associated tender documents which have been made available in relation to the Procurement. Suppliers are strongly encouraged to read the ITT before preparing their tender submission.

10. The Authority reserves the right (subject to the requirements of the Act) to issue updated versions of the ITT to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
11. Information provided by the Authority as part of the Procurement has been provided in good faith and all reasonable endeavours have been made, and will be made, to inform Suppliers of the requirements of the Framework Contract.
12. Where a Supplier's tender is disregarded in accordance with the ITT, that tender shall not progress in the Procurement and that Supplier shall be excluded from the Procurement. Similarly, where a Supplier is excluded from the Procurement in accordance with the ITT, its tender shall be disregarded and shall not progress in the Procurement.

Open framework scheme

13. This Framework falls within a scheme of an open framework within the meaning of Section 49 of the Act.
14. This Framework is the first framework within the open framework scheme.
15. Information on the open framework scheme can be found in Part 13 (Open framework scheme).

Interpretation

16. Common terms and expressions used in the ITT shall have the meanings ascribed to them in the glossary in Appendix D (Glossary).
17. All references to a 'section' are to a section in the Act unless otherwise stated.
18. All references to a 'part', 'paragraph', 'appendix' or 'annex' are to a part, paragraph, appendix or annex of this document unless otherwise stated.
19. All references to dates and times in this document shall be United Kingdom time applicable at the date of the Procurement.
20. Any reference to a statute or statutory provision in this document is a reference to such statute or statutory provision as amended, extended, consolidated or re-enacted from time to time, and includes any subordinate legislation made under that statute or statutory provision, as amended, extended, consolidated or re-enacted from time to time.
21. The law of England and Wales applies to the Procurement. In submitting a tender, you agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising out of or in connection with the Procurement.

Tender Documents

22. All documents are immediately available for download via the Portal. The tender documents comprise the following documents:
 - 22.1. This document.
 - 22.2. Appendix A: Procurement terms and conditions

- 22.3. Appendix B: The detailed Framework requirement
- 22.4. Appendix C: The draft Framework Contract documentation
- 22.5. Appendix D: Glossary
- 22.6. Appendix E: Form of tender
- 22.7. Appendix F: Procurement Specific Questionnaire (PSQ)
- 22.8. Appendix G: Certificate of non-collusion and non-canvassing
- 22.9. Appendix H: Commercially sensitive information
- 22.10. Appendix I: Pricing Schedule

Part 3: Introduction to the Authority

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

Part 4: Overview of the Framework requirements

Overview of Framework Specification of Requirements

1. The full, detailed Framework Specification of Requirements can be found in Appendix B (The detailed Framework requirement) to this document. This shall be included in the Framework Contract and become binding in accordance with the terms of that Framework Contract.
2. A high-level overview of the Framework Specification of Requirements is set out in the table below. This table is for information only for the purposes of tendering. Suppliers should ensure they read Appendix B (The detailed Framework Requirement) and Appendix C (The draft Framework Contract documentation) which shall take precedence over the table below in the event of any conflict.
3. Suppliers are responsible for ensuring that they understand the Framework Specification of Requirements and the Framework Contract (including for the avoidance of doubt the template terms of a Call-Off Contract) for the Procurement. If any information is unclear or if a Supplier considers that insufficient information has been provided, Suppliers should raise a clarification with the Authority in accordance with Part 8 (Requests for clarification) of this document.
4. Samples are not required for the Procurement.

Title of Framework Specification of Requirements	Office for Product Safety and Standards' (OPSS) Product Testing Framework
Overview / scope of Framework Specification of Requirements	The Authority, on behalf of the Office for Product Safety and Standards (OPSS), is establishing this Framework under an open framework scheme for the commissioning of product testing services across a wide range of regulated product categories. The Framework is structured into five lots: • Lot 1: Construction and Building Products • Lot 2: Electrical and Electronic Products • Lot 3: General Consumer Products • Lot 4: Multi-Disciplinary Analysis (Chemical, Biochemical & Microbiological Testing) • Lot 5: Cybersecurity and Digital Compliance This Framework is designed to foster competition, support SME participation, and deliver value for money, while enabling OPSS to respond swiftly to both planned and urgent product testing needs.

	Social value and fair work practices are embedded in the requirement.																																			
Initial period of the Framework Contract	This first Framework Contract will be for a period of 36 months. The Framework Contract will operate under an Open Framework Scheme with a maximum duration of 96 months. Please refer to Part 13 of this document for full details of the Open Framework Scheme.																																			
Optional extensions to the initial period of the Framework Contract	None																																			
Estimated value of the Framework for the initial period	<table><tr><th></th><th>Lot 1: Construction and Building Products</th><th>Lot 2: Electrical and Electronic Products</th><th>Lot 3: General Consumer Products</th><th>Lot 4: Multi-Disciplinary Analysis</th><th>Lot 5: Cybersecurity and Digital Compliance</th><th>Sum of all Lots</th></tr><tr><td>Year 1</td><td>£1,709,542</td><td>£1,181,361</td><td>£758,817</td><td>£528,181</td><td>£422,545</td><td>£4,600,446</td></tr><tr><td>Year 2</td><td>£1,784,542</td><td>£1,231,361</td><td>£788,817</td><td>£553,181</td><td>£442,545</td><td>£4,800,446</td></tr><tr><td>Year 3</td><td>£1,863,292</td><td>£1,283,861</td><td>£820,317</td><td>£579,431</td><td>£463,545</td><td>£5,010,446</td></tr><tr><td>Totals</td><td>£5,357,376</td><td>£3,696,583</td><td>£2,367,951</td><td>£1,660,793</td><td>£1,328,635</td><td>£14,411,338</td></tr></table> Framework lot values are estimates may be shared with other Lots All figures are exclusive of VAT		Lot 1: Construction and Building Products	Lot 2: Electrical and Electronic Products	Lot 3: General Consumer Products	Lot 4: Multi-Disciplinary Analysis	Lot 5: Cybersecurity and Digital Compliance	Sum of all Lots	Year 1	£1,709,542	£1,181,361	£758,817	£528,181	£422,545	£4,600,446	Year 2	£1,784,542	£1,231,361	£788,817	£553,181	£442,545	£4,800,446	Year 3	£1,863,292	£1,283,861	£820,317	£579,431	£463,545	£5,010,446	Totals	£5,357,376	£3,696,583	£2,367,951	£1,660,793	£1,328,635	£14,411,338
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Totals	£5,357,376	£3,696,583	£2,367,951	£1,660,793	£1,328,635	£14,411,338																														
If the Framework is extended, estimated value for each extension period	N/A																																			
Estimated total value of the Framework	£14,441,338 + VAT																																			

Contract pricing	The Framework Contract will operate a maximum Pricing Schedule that will include maximum rates for service lines as well as a maximum all-inclusive rate for testing services. Final Call-Off Contract pricing will be agreed in accordance with call-off procedures conducted under the Framework Contract. Awards without Competition will utilise the Framework Contract (maximum) price rates, whereas Call-Off Contracts subject to competitive selection processes may adopt pricing lower than the maximum rates as per Framework Schedule 7 – Call Off Award Procedure. Charges shall be paid in accordance with the terms of the Contract.
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The award of Call-Off Contracts under this Framework

5. This Framework provides for the future award of Call-Off Contracts by a Buyer to the Suppliers awarded a place on this Framework.
6. Framework Schedule 7 (Call-Off Award Procedure) sets out the procedures a Buyer can use when awarding a Call-Off Contract.
7. The Buyers who are entitled to award Call-Off Contracts in accordance with Framework Schedule 7 (Call-Off Award Procedure) are as set out in the Tender Notice.
8. Please note that entry into this Framework is not a commitment by the Authority to enter into a Call-Off Contract and the Authority does not guarantee any business through this Framework.

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

9. The attention of the Suppliers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). It is the Authority's view that TUPE is not likely to apply if the Procurement results in a Framework Contract or a Call-Off Contract being awarded. However, the Authority is not liable for this opinion and Suppliers should determine for themselves whether or not they believe that TUPE will apply. The Authority expects tenders to be made on the basis that TUPE does not apply.
10. It is the responsibility of Suppliers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Framework Contract or to Call-Off Contracts under the Procurement and to act accordingly. Notwithstanding the paragraph above, the Authority makes no representations or warranties as to the applicability of TUPE to the Procurement. The Supplier is encouraged to carry out its own due diligence exercise. Only the indemnities set out in the Framework Contract and the associated Call-Off Contract(s) will be given by the Authority and/or relevant Buyer (as the case may be) in the event that there is a TUPE transfer

11. If Suppliers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, by raising a clarification in accordance with Part 8 (Requests for clarification) of this document.

Part 5: Preliminary market engagement

Preliminary market engagement activities and outcomes

1. The Authority has carried out preliminary market engagement (PME) for the Procurement prior to the publication of the Tender Notice.
2. The full details of the PME for the Procurement can be viewed in the PME Notice for the Procurement.
3. The supplementary information and/or documents published to Suppliers as part of the PME and the outputs of the PME are summarised in the attachments included within the Jaggaer ITT for this Procurement. Please visit the “Preliminary Market Engagement Attachments” to access the two relevant files.
4. If the Authority considers that a Supplier has obtained an unfair advantage as a result of participating in the PME for the Procurement, and if this advantage cannot be avoided, then that Supplier will be excluded from the Procurement.

Part 6: The Procurement timetable

1. The indicative timetable for the Procurement is set out in the following table (the Procurement Timetable).
2. The Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable and/or extend any time period in connection with the Procurement. Any such amendments or extensions to the Procurement Timetable will be notified to all Suppliers at the same time.

Date(s) and time(s)	Procurement activity
04/04/2025	PME Notice published on the Central Digital Platform
22/05/2025	Pipeline notice published on the Central Digital Platform
16/07/2025	Date of PME event
09/09/2025	Planned procurement notice published on the Central Digital Platform (and subsequently revised 29/10/2025)
12/11/2025	Tender Notice and associated tender documents published on the Central Digital Platform
26/11/2025 13:00	Deadline for submission of clarification questions
03/12/2025 16:00	Deadline for Authority issuing final clarification question answers
11/12/2025 13:00	Tender Submission Deadline (see Part 1 (Deadline for responding to the ITT) and Part 7 (How to respond to this opportunity))
12/12/2025 to 12/02/2026	Tender assessment and moderation
16/02/2026	Assessment summaries issued
16/02/2026	Contract award notice published on the Central Digital Platform and commencement of standstill period
25/02/2026 23:59	End of standstill period
26/02/2026 to 26/03/2026	Awarded suppliers go through DBT Information Risk Assurance Processes
30/03/2026	Framework Contract signed and entered into

Date(s) and time(s)	Procurement activity
01/04/2026	Framework starts
Within 30 days of Framework Contract entry	Contract details notice published on the Central Digital Platform
Within 90 days of Framework Contract entry	Redacted copy of the Framework Contract published on the Central Digital Platform

Part 7: How to respond to this opportunity

Submission of tenders

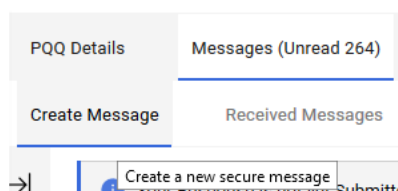
1. Tenders must be uploaded onto the Portal by the Tender Submission Deadline. Suppliers are responsible for ensuring that their tenders are complete, compliant and submitted by the Tender Submission Deadline.
2. The Authority will disregard any tender received after the Tender Submission Deadline.
3. Once the Tender Submission Deadline has passed, the Portal will close, and a Supplier will not be able to submit a tender.
4. Notwithstanding the above, the Authority reserves the right to accept a tender received after the Tender Submission Deadline if a Supplier experiences technical issues that are outside of their control when uploading its tender to the Portal and notifies the Authority of these technical issues prior to the Tender Submission Deadline via the helpdesk on the Portal referred to in paragraph 16 below and by emailing the Authority's contact point at commercialbpo@businessandtrade.gov.uk - in each case including proof of the issue together with time-stamped evidence. The Authority will consider the evidence submitted and take a view on whether to allow the tender to be submitted after the Tender Submission Deadline.
5. The Authority can only accept tenders received through the Portal. Any tenders received using a different method will be disregarded.
6. The tender shall be the single source of information used by the Authority to make its assessment of tenders. The Authority shall only take account of information in the tender that is specifically asked for in the ITT.
7. It is strongly recommended that Suppliers upload tenders well ahead of the Tender Submission Deadline to avoid any technical issues and to ensure any completion errors are rectified before the Tender Submission Deadline. It is also recommended that Suppliers check that they are able to upload to the Portal sufficiently ahead of the Tender Submission Deadline so any technical issues can be resolved before the Tender Submission Deadline.
8. It is a Supplier's responsibility to conduct all due diligence on the information it submits as part of its tender to ensure its accuracy.
9. The use of AI or machine learning tools to assist in producing a Supplier's tender submission is not prohibited, however the Supplier must ensure that all information it submits as part of its tender is true and accurate.
10. The Authority accepts no liability for the information contained in the ITT or any information provided by the Authority relating to the Procurement and shall not be liable

for any loss or damage arising as a result of the ITT or any information provided by the Authority relating to the Procurement.

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

Use of the Portal

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



To send a message straight to the Authority's relevant contact, select 'Create Message'.

Who can submit a tender

18. A Supplier can submit a tender:
 - 18.1. as a single legal entity, see paragraph 19 below (Submitting a tender as a single legal entity);

- 18.2. with named subcontractors to deliver parts of the deliverables that will be provided under the Framework Specification of Requirements. This applies whether you are bidding as a single legal entity or as a consortium. See paragraph 20 below (Subcontracting); or
- 18.3. together with other legal entities as part of a consortium. See paragraph 21 below (Consortium proposals).

19. Submitting a tender as a single legal entity

- 19.1. The tender (including the form of tender) must be submitted by the Supplier organisation that will be responsible for providing the deliverables under the Framework Contract and that will sign and enter into the Framework Contract.
- 19.2. Each Call-Off Contract will be signed and managed by the Supplier organisation and the relevant Buyer.

20. Subcontracting

- 20.1. If a Supplier is submitting a tender and intends to use subcontractors to provide the deliverables under the Framework Contract, the Supplier must submit the tender (including the form of tender).
- 20.2. The Supplier will sign the Framework Contract and enter into the Framework Contract.
- 20.3. Only the Supplier or, as applicable, its Intended Subcontractors can provide the deliverables under the Framework Contract.
- 20.4. Each Call-Off Contract will be signed and managed by the Supplier and the relevant Buyer.

21. Consortium proposals

- 21.1. The terms consortia or consortium may be used throughout this document to refer to a situation where two or more organisations choose to submit a joint tender.
- 21.2. If a Supplier is considering tendering as a consortium, it should take its own legal advice on the structure of the consortium, and where appropriate to ensure suitable arrangements are in place between consortium members.
- 21.3. In the event of a consortium-based tender, the Authority requires the tender to be submitted by:
 - 21.3.1. a core supplier on behalf of the consortium (see paragraph 21.4 below); or
 - 21.3.2. a special purpose vehicle (SPV) (see paragraph 21.5 below).
- 21.4. Core supplier on behalf of consortium:
 - 21.4.1. Where multiple suppliers are coming together to form a consortium but have not formed a SPV, then the consortium should nominate a core supplier to complete and submit the tender (the “**Consortium Lead**”).

- 21.4.2. The Consortium Lead shall be the representative for the other members of the consortium and shall be responsible for the preparation and submission of the tender in the consortium's name.
 - 21.4.3. If the consortium is a successful Supplier then each member of the consortium must sign the Framework Contract. Each member of the consortium who signs the Framework Contract will be responsible for the delivery of the deliverables under the Framework Contract.
 - 21.4.4. Only the consortium members who sign the Framework Contract or, as applicable, any Intended Subcontractors can provide the deliverables under the Framework Contract.
 - 21.4.5. Where the Consortium Lead is changed prior to the Tender Submission Deadline, the new Consortium Lead must register on the Portal and the Central Digital Platform and any previous Consortium Lead should immediately “decline” their option to submit a tender response to the ITT. Please note that where this occurs, the Supplier will not be given any additional time to complete their tender, and it is the sole responsibility of the Supplier to manage all handovers.
 - 21.4.6. The Consortium Lead must complete and sign the form of tender (set out in Appendix E (Form of tender)) on behalf of the consortium as part of the tender submission.
 - 21.4.7. If the consortium is looking to subcontract any element of the deliverables set out in the Framework Specification of Requirements, then the requirements of paragraph 20 (Subcontracting) above should be followed in relation to those subcontracting parties.
 - 21.4.8. Each Call-Off Contract will be signed and managed by the consortium members that signed the Framework Contract and the relevant Buyer.
- 21.5. Special purpose vehicles (SPV)
- 21.5.1. Where a SPV already legally exists, then the consortium will designate the SPV as the core supplier to complete the tender in its name.
 - 21.5.2. The SPV will sign the Framework Contract and enter into the Framework Contract and will be responsible for delivery of the deliverables under the Framework Contract.
 - 21.5.3. Only the SPV or, as applicable, any Intended Subcontractors can provide the deliverables under the Framework Contract.
 - 21.5.4. The SPV will need to create an account in the Portal in the name of the consortium.
 - 21.5.5. The SPV as the core supplier must complete and sign the form of tender (set out in Appendix E (Form of tender)) in its name on behalf of the consortium as part of the tender submission.

21.5.6. If the SPV is looking to subcontract any element of the deliverables under the Framework Contract, then the requirements of paragraph 20 (Subcontracting) above should be followed in relation to those subcontracting parties.

21.5.7. Each Call-Off Contract will be signed and managed by the SPV and the relevant Buyer.

22. Changing arrangements

22.1. All tenders must be submitted with arrangements in place at the time of the Tender Submission Deadline with confirmed details for all related parties including Intended Subcontractors and consortium members. If this is not the case, the Authority may consider the tender incomplete and may disregard the tender.

22.2. A Supplier shall inform the Authority immediately via the Portal of any proposed changes in relation to the use of subcontractors or in relation to the membership of a consortium within the period between the Tender Submission Deadline and the award of the Framework Contract. Suppliers must clearly set out the nature of the change and the reason for the change. If they do not, the Authority may consider the tender non-compliant and may disregard the tender.

22.3. The Supplier remains responsible for ensuring that all information provided by it in its tender remains accurate and up to date following a change in a subcontractor or membership of a consortium. The Supplier must notify the Authority of any changes in the information that the Supplier has provided in its tender via the Portal. The Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) disregarding the Supplier's tender.

23. Multiple tenders

23.1. The Authority may make further enquiries and require further information/explanations if the Supplier or their Associated Persons, consortia members or subcontractors are connected with another tender under the Procurement.

23.2. This is so the Authority can be sure that the Supplier's (or Associated Persons, consortia members or subcontractors) involvement does not cause a potential or actual conflict of interest or collusive behaviour, capacity problems and/or restrictions or distortions in competition.

23.3. The Authority may require the Supplier to amend or withdraw all or part of its tender, or may disregard a tender, if, in the Authority's reasonable opinion, any of the issues set out this paragraph have arisen or may arise.

Part 8: Requests for clarification

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

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

Part 9: The assessment process and award criteria

Section 1: Overview

1. The Authority intends to award the Framework Contract on the basis of the tender that represents the most advantageous tender to the Authority in accordance with the award process and award criteria set out in this Part 9 (The assessment process and award criteria).
2. The assessment by the Authority will be comprised of the following stages:

Stage 1	Compliance checks
Stage 2	Applying exclusion grounds
Stage 3	Assessing the Procurement Specific Questionnaire (including any conditions of participation)
Stage 4	Assessing tenders against the award criteria: • Quality assessment (including social value assessment) • Price assessment • Final score

3. The Authority reserves the right to carry out the assessment of stage 3 and stage 4 concurrently.
4. The Authority may apply the exclusion grounds set out in stage 2 and exercise its right to exclude a Supplier in accordance with the process set out in stage 2 at any stage in the Procurement to take into account any changes in the Debarment List or the status of the Supplier generally.
5. The Authority may request clarifications, at any stage of the assessment process, in respect of a Supplier's tender where information or documentation submitted by a Supplier is or appears to be incomplete or erroneous if the Authority believes it is appropriate to do so. The Authority will have regard to the importance of the objectives in section 12 of the Act when making such requests.
6. The Authority will raise any clarifications through the Portal. Suppliers must check for messages in the Portal throughout the Procurement on at least a daily basis. Suppliers must log on to the Portal and access their message inbox for the Procurement to check for messages. Failure to provide an acceptable response within the allotted time may result in a tender being disregarded.

7. Following any clarifications, the Authority will assess the tenders including any clarification responses.

Section 2: Stage 1, Compliance checks

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

Item	Instructions
Appendix E: Form of tender	Please upload response with the file name "[Insert Company Name] – Form of tender" against the relevant question on the Portal.
Appendix F: Procurement Specific Questionnaire (PSQ)	Responses to the PSQ are directly input into the Portal by the Supplier. There are a mix of text entry, option list, yes/no, and attachment questions. The PSQ form in Appendix F of this ITT is for reference only – responses must be inputted and submitted via Jaggaer. To note, Parts 1 and some of Part 2 of the PSQ are to be completed by the Supplier on the Central Digital Platform (CDP) – see Appendix A to this ITT for more information on the CDP. The Authority's Portal has several self-certification questions the Supplier must answer to confirm it has done this.
Appendix G: Certificate of non-collusion and non-canvassing	Please upload response with the file name "[Insert Company Name] - Certificate of non-collusion and non-canvassing".
Appendix H: Commercially sensitive information (if applicable)	Please upload response with the file name "[Insert Company Name] - Commercially sensitive information". Suppliers who submit no response will be considered to have no commercially sensitive information.
Response to quality award criteria	Please upload responses via the Technical Envelope on the Portal in accordance with the instructions for the relevant question.
Response to social value award criteria	Please upload responses via the Technical Envelope on the Portal in accordance with the instructions for the relevant question.
Appendix I: Pricing Schedule	Please upload responses via the Commercial Envelope on the Portal in accordance with the instructions for the relevant question.

3. Suppliers must ensure they are using the latest version of the ITT published on the Portal as the documentation may be updated by the Authority before the Tender Submission Deadline.
4. Suppliers must submit their tenders in the English language using Arial font and font size 11 with standard (1 inch / 2.54 cm) margins. Responses must be single spaced.
5. Suppliers must not exceed any stipulated page limit and/or word limit for a criterion.
6. Any page count will be calculated from the first page of the relevant response and shall include any cover sheet or other supplementary pages included with that response that the Authority has not expressly asked for as part of that criterion.
7. Suppliers must not exceed any stipulated file size and/or include attachments which have not been requested by the Authority in this document. Suppliers must not include diagrams or illustrations in a response.
8. The Authority shall disregard attachments which have not been requested and any part of the tender which goes beyond any stipulated page limit, word limits or file size (as the case may be).
9. Suppliers must not cross-refer to responses given elsewhere in a tender or include any hyperlinks (including but not limited to weblinks) to other extraneous information. The Authority will not have regard to any information given elsewhere (whether in a tender or elsewhere) which has been cross-referred to or hyperlinked in a response. Suppliers must provide each response so that it acts as a stand-alone answer. Suppliers may need to repeat certain information in answer to different questions if required.
10. A Supplier's tender must be completed and submitted in accordance with the ITT to be compliant. Subject to any ITT provision that expressly requires the Authority to disregard a tender, where a tender is not completed and submitted in accordance with the ITT that tender may be disregarded.
11. The Authority may disregard any tender which breaches a procedural requirement set out in the ITT.

Section 3: Stage 2, Applying exclusion grounds

Debarment List

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

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

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

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

National Security Exclusions

11. Where the Supplier is on the Debarment List for a National Security Mandatory Exclusion and such National Security Mandatory Exclusion applies to this type of Framework Contract, the Supplier shall be excluded from the Procurement.
12. Subject to paragraph 17 below, where an Associated Person of the Supplier, or an Intended Subcontractor is on the Debarment List for a National Security Mandatory Exclusion and such National Security Mandatory Exclusion applies to this type of Contract, the Supplier shall be excluded from the Procurement.
13. Where the Supplier is on the Debarment List for a National Security Discretionary Exclusion, the Authority may exclude the Supplier from the Procurement.
14. Subject to paragraph 17 below, where an Associated Person of the Supplier or an Intended Subcontractor is on the Debarment List for a National Security Discretionary Exclusion, the Authority may exclude the Supplier from the Procurement.
15. Where the Authority determines that a National Security Discretionary Exclusion applies to the Supplier or a Connected Person of the Supplier and the circumstances giving rise to the application of that exclusion ground are continuing or likely to occur again, the Authority may exclude the Supplier from the Procurement.
16. Subject to paragraph 17 below, where the Authority determines that a National Security Discretionary Exclusion applies to an Associated Person of the Supplier or a Connected Person of that Associated Person or an Intended Subcontractor and the circumstances giving rise to the application of that exclusion ground are continuing or likely to occur again, the Authority may exclude the Supplier from the Procurement.

17. Where the Authority determines that a National Security Mandatory Exclusion or a National Security Discretionary Exclusion applies to an Associated Person or a Connected Person of an Associated Person or an Intended Subcontractor in accordance with paragraphs 11 to 16 above, the Authority shall notify the Supplier and give the Supplier the reasonable opportunity to replace that Associated Person or Intended Subcontractor. The Authority shall apply the exclusion grounds in accordance with the process set out in the ITT to such replacement person and the tender, including such replacement person, shall be assessed in accordance with the ITT, subject at all times to the Authority having regard to the importance of the objectives in section 12 of the Act.

Exclusion for Improper Behaviour

18. The Authority shall disregard a Supplier's tender where the Authority determines that:
- 18.1. a Supplier has acted improperly in relation the award of the Framework Contract;
 - 18.2. in consequence, the Supplier is put at an unfair advantage in relation to the award; and
 - 18.3. the unfair advantage cannot be avoided other than by excluding the Supplier from the Procurement.
19. The reference to a Supplier acting improperly is reference to a Supplier:
- 19.1. failing to provide information requested by the Authority;
 - 19.2. providing information that is incomplete, inaccurate or misleading;
 - 19.3. accessing confidential information; or
 - 19.4. unduly influencing the Authority's decision-making.
20. If the Authority requests:
- 20.1. information about a Supplier's Connected Persons or Associated Persons for the purpose of determining whether the Supplier is an excluded or excludable supplier; or
 - 20.2. other information under section 28(2) (excluding suppliers by reference to sub-contractors) of the Act; and
 - 20.3. the Supplier:
 - 20.3.1. fails to provide the information requested; or
 - 20.3.2. provides information that is incomplete, inaccurate or misleading,
- then the Authority shall disregard the Supplier's tender.

Section 4: Stage 3, Assessing the Procurement Specific Questionnaire

1. The Supplier must respond to the preliminary questions and the questions in Part 1 and Part 2 of the Procurement Specific Questionnaire in respect of itself, a Connected Person, an Associated Person (including any Connected Persons), consortia members or Intended Subcontractors as the question requires. Where a Supplier fails to respond to a preliminary question or a question in Part 1 or Part 2 or fails to submit the required information in its response, the Authority may disregard the Supplier's tender.
2. The conditions of participation relate to the legal and financial capacity and technical ability of the Supplier to perform the Framework Contract and are set out in the Tender Notice and Part 3 of the Procurement Specific Questionnaire. The Supplier may rely on another organisation such as a consortium member or subcontractor to meet a condition of participation in which case such organisation shall be an Associated Person.
3. The Authority will assess the Supplier's responses to the conditions of participation using the assessment methodology specified for each condition of participation.
4. Every condition of participation must be satisfied in accordance with the instruction in the Procurement Specific Questionnaire in order for a Supplier to be awarded the Framework Contract.
5. If a Supplier fails to satisfy all of the conditions of participation the Authority will disregard the Supplier's tender.
6. Question 23 of the Procurement Specific Questionnaire will be used to determine Suppliers' technical ability to operate within the Lot(s) that they wish to participate in.
7. Suppliers should note that failure to provide a satisfactory response to any question in the Procurement Specific Questionnaire could result in the Supplier's tender being disregarded.
8. Please refer to Appendix F (Procurement Specific Questionnaire (PSQ)) for further information. The Procurement Specific Questionnaire must be completed online in the Portal (qualification envelope).

Section 5: Stage 4, Assessing Tenders Against the Award Criteria

1. Tenders shall be assessed using the Most Advantageous Tender (MAT) methodology. This will be determined in accordance with the Price per Quality Point (PQP) method set out in this section. If the Authority chooses to award Framework Contracts for a lot, the Authority shall award Framework Contracts to the Suppliers that submit compliant tenders with the lowest PQP scores. The Supplier that submits the compliant tender with the lowest PQP score shall be awarded the first Framework Contract in a Lot, and the Supplier submitting a compliant tender with the second lowest PQP score will be awarded the second Framework Contract in that lot. Awards shall be made in ascending order of PQP scores to Suppliers who have submitted compliant tenders, until the following Lot participation Limits are met:

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Lot	Lot name	Maximum number of awarded places
Lot 1	Construction and Building Products	12
Lot 2	Electrical and Electronic Products	11
Lot 3	General Consumer Products	10
Lot 4	Multi-Disciplinary Analysis (Chemical, Biochemical & Microbiological Testing)	10
Lot 5	Cybersecurity and Digital Compliance	7

The table below summarises the sub-weightings for the quality and social value award criteria. Please note: Suppliers are reminded that their technical ability to operate within any given Lot is assessed via Question 23 of the Procurement Specific Questionnaire. The following Quality and Social Value questions should be answered on the basis of your testing operations regardless of the Lot(s) you are tendering for. Suppliers only need to answer the Quality and Social value questions once, as per the response format set out in the Jaggaer system, and Suppliers' Quality and Social Value scores will be combined with their Lot specific pricing schedules in order to determine Lot-specific PQP scores. These will be used to determine the Framework Contracts awards as per the process described in paragraph 1.

Quality Award Criteria	90%
A01: Access to Testing	Pass/Fail
A02: Criminal Proceedings (Witness Statements / Court Evidence)	Pass/Fail
A03: Strategic Engagement and Continuous Improvement	Pass/Fail
A04: Sub-Contracting	Pass/Fail
A05: Applying ISO/IEC 17025:2017 or equivalent principles for regulatory enforcement purposes	30%
A06: Evidential Handling: Samples in Transit	10%
A07: Evidential Handling: Samples On-Site	10%

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A08: Risk Mitigation and Issue Handling During the Testing Process	20%
A09: Capability Management During the Framework Term	20%
Social Value Award Criteria	10%
C01: In-work progression to help people to move into higher paid work by developing new skills	5%
C02: Identifying and managing the risks of modern slavery	5%

Quality and Social Value Assessment

Quality Award Criteria

1. The Authority shall assess your responses to the quality award criteria and sub-criteria as shown in the table below.
2. Answer limit: Please ensure that your response to each question does not exceed the specified question response limits. Font must be Arial 11, single spaced, normal margins (2.54cm). Responses must be limited to the stated number of A4 sides. Response word count will be calculated from the first word or first page of the attachment, i.e. the entire attachment, and any information above this limit will not be assessed. Web-links within the responses will not be assessed.

Quality award criteria	Sub-criteria	Question scoring/weighting	Compliance requirements
A01: Access to Testing Question: Please confirm that you will facilitate an independent expert (usually sourced via the OPSS Register of Specialists) that OPSS use to independently oversee/sign off certain aspects of testing and/or a manufacturers presence/input (should the testing require it) and/or attendance from OPSS staff, if required at the call off stage. Exact details of facilitation required will be	N/A	Pass/Fail Yes = PASS No = FAIL	Please complete this question within the Technical Envelope of the Jaggaer portal.

made and agreed at the call off stage.			
A02: Criminal Proceedings (Witness Statements / Court Evidence) Question: Please confirm that you as the supplier, any sub-contracted supplier/s you utilise (should there be one) and any transport company you utilise will provide witness statements (civil and criminal) and present evidence in court if requested. Exact details of facilitation required will be made and agreed at the call off stage.	N/A	Pass/Fail Yes = PASS No = FAIL	Please complete this question within the Technical Envelope of the Jaggaer portal.
A03: Strategic Engagement and Continuous Improvement	N/A	Pass/Fail Yes = PASS No = FAIL	Please complete this question within the Technical Envelope of

Question: Please confirm your commitment to a collaborative engagement with OPSS over the framework lifetime and to continuous improvement in service delivery.			the Jaggaer portal.
A04: Sub-Contracting Question: If, at call off stage you plan or decide on sub-contracting any of the requirement, please confirm that all requirements will be met by the sub-contractor supplier as well.	N/A Note: Suppliers who do not currently plan on sub-contracting are expected to make this contractual commitment.	Pass/Fail Yes = PASS No = FAIL	Please complete this question within the Technical Envelope of the Jaggaer portal.
A05: Applying ISO/IEC 17025:2017 or equivalent principles for regulatory enforcement purposes Question: Please describe how your organisation will adapt and build upon ISO/IEC	For the purpose of this question, the response must detail the Supplier's approach to adapting and building upon the following areas: • Maintaining impartiality: Specifically, how impartiality is ensured when enforcement action is possible, including use of anonymous testing or separation of roles. As well as measures to prevent bias or conflict of	Weighting: 30% Suppliers must score a mark of three (3) or above.	Please upload response with the file name "[Insert Company Name]-A05". Responses must be limited to 4 sides of A4, Arial font size 11. Web links and diagrams within the

17025:2017 or equivalent processes for regulatory enforcement purposes.	interest in enforcement-related testing. • Ensuring competence for legal defensibility: e.g. having the ability to explain how tests were conducted, interpret the results, and comment on their reliability and significance. Additionally, any Enforcement-specific training. • LIMS and QMS for Evidential Traceability: How your Laboratory Information Management System (LIMS) and Quality Management System (QMS) support evidential traceability, chain of custody, disclosure obligations, and the integration of audit trails and metadata for evidential robustness. • Validating methods for enforcement robustness: to cover repeatability, reproducibility, defensibility. • Non-Conforming Work and Corrective Action: Procedures for identifying, managing, and reporting non-conforming work. How corrective actions are implemented, tracked, and reviewed to prevent recurrence. Additionally, any proactive improvement measures.		response will not be evaluated. Any pages that are over the page limit will not be evaluated. Responses must be uploaded as a PDF to the Jaggaer portal.
A06: Evidential	As well as consideration of sections 3.4, 3.5 and 3.6 of the specification, the response shall	Weighting: 10%	Please upload response with the file name

Handling: In Transit Question: Please describe how you ensure integrity and traceability of samples during transit.	address how you will document processes to support legal evidential defensibility. You must consider the following key principles in a regulatory context: • Impartiality: Sample handling must be free from influence or bias, with clear separation of roles where needed. • Traceability: Every step in the sample's lifecycle must be documented and auditable. • Security: Physical and procedural safeguards must be in place to protect evidential integrity. • Defensibility: All processes must be robust enough to withstand legal scrutiny. Your response shall include reference to the following: Packaging and Labelling: • Use of tamper-evident, contamination-resistant packaging. • Labelling protocols to ensure unique identification and alignment with chain of custody records. Chain of Custody and Documentation: • How chain of custody is maintained during transit, including handover	Suppliers must score a mark of three (3) or above.	"[Insert Company Name]-A06". Responses must be limited to 2 sides of A4, Arial font size 11. Web links and diagrams within the response will not be evaluated. Any pages that are over the page limit will not be evaluated. Responses must be uploaded as a PDF to the Jaggaer portal.
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	procedures and documentation. • Integration with LIMS/QMS to ensure traceability and legal defensibility as well as any redundancy protocols. • Tracking of samples e.g. GPS. Storage Conditions During Transit: • Measures to maintain appropriate environmental conditions (e.g., temperature, humidity) to prevent degradation. • Use of appropriate transport containers and monitoring devices. Access Control and Security: • Controls to prevent unauthorised access or tampering during transit. • Logging of personnel involved in sample handling and transport. Contamination and Degradation Prevention: • Procedures to prevent cross-contamination and ensure sample integrity. • Risk mitigation strategies for delays, damage, or environmental exposure. Legal Evidential Defensibility: • How documentation, staff training, templates and		
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	procedures support the legal admissibility of samples.		
A07: Evidential Handling: On-Site Question: Please explain how your organisation ensures the integrity, traceability, and security of samples on site.	As well as consideration of sections 3.4 and 3.7 of the specification, responses should demonstrate understanding of evidential requirements, not just general lab practices. The response must also consider the following key principles in a regulatory context: • Impartiality: Sample handling must be free from influence or bias, with clear separation of roles where needed. • Traceability: Every step in the sample's lifecycle must be documented and auditable. • Security: Physical and procedural safeguards must be in place to protect evidential integrity. • Defensibility: All processes must be robust enough to withstand legal scrutiny. Your response should include reference to the following: Sample Storage and Labelling: • Procedures for secure, controlled storage (e.g., temperature, humidity, segregation). • Labelling protocols to ensure unique	Weighting: 10% Suppliers must score a mark of three (3) or above.	Please upload response with the file name "[Insert Company Name]-A07". Responses must be limited to 2 sides of A4, Arial font size 11. Web links and diagrams within the response will not be evaluated. Any pages that are over the page limit will not be evaluated. Responses must be uploaded as a PDF to the Jaggaer portal.

	identification and prevent mix-ups. Access Control and Security: - Physical and digital access controls to prevent unauthorised handling or tampering. - Monitoring and logging of sample access. Documentation and Chain of Custody: - How documentation supports evidential traceability, including chain of custody records. - Integration with LIMS/QMS to ensure auditability and legal defensibility. Contamination and Degradation Prevention: - Measures to prevent cross-contamination and sample degradation (e.g., use of sterile containers, environmental controls). - Procedures for handling sensitive samples. Legal Evidential Defensibility: - How documentation, staff training, templates and procedures support the legal admissibility of samples.		
A08: Risk Mitigation &	This method must be:	Weighting: 20%	Please upload response with the file name

Issue Handling Question: Please demonstrate your live, structured, and actionable method for managing both risks and issues in the delivery of testing services under the framework.	• Capable of managing risks at both framework-level and for call off delivery. • Aligned with OPSS's regulation-led testing environment. • Structured to support consistent evaluation and scoring. Your response must include: • Risk Scoring Criteria: Provide your system for scoring likelihood and impact across the following dimensions: Scope, Time, Quality, and Compliance (or suggest alternatives if more appropriate). Include definitions for each dimension, thresholds for likelihood and impact (e.g., Rare <10%, Likely 60–80%), and a sample scoring matrix. Explain how your criteria support objective and consistent risk evaluation. Suppliers should explain how their scoring system will be adapted for different types of testing assignments if required. • Risk Response Template or Matrix: A structured format showing how risks are tracked and managed. Must include: risk description, likelihood, impact, total score, mitigation measures, residual risk, and owner and review frequency. • Issue Management Process: A description of how issues (i.e. realised	Suppliers must score a mark of three (3) or above.	“[Insert Company Name]-A08”. Responses must be limited to 3 sides of A4, Arial font size 11. Web links and diagrams within the response will not be evaluated. Any pages that are over the page limit will not be evaluated. Responses must be uploaded as a PDF to the Jaggaer portal.
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	risks) are logged, tracked, escalated, and resolved. Suppliers should describe how lessons learned from issues are fed back into risk management • Escalation Process: Outline your escalation process for risks and issues, including internal and OPSS escalation, and define thresholds for escalation (e.g. score ≥ 16). • Continuity Across Framework and Task Orders: Explain how your risk and issue management processes will be carried forward and adapted for call-off contracts, including regular updates and communication with OPSS. • Confidence in Delivery: Describe how you maintain legal defensibility of your testing processes and evidential integrity under disruption, with examples if possible. Please provide a sample of your Risk Response Template or Matrix to include the following risks as minimum, but not limited to: • Breakdown or failure of test equipment. • Staff absence due to sickness or holiday. • Data loss or cyber incidents affecting test results or traceability. • Delays in subcontractor delivery (if applicable).		
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	Handling of communications with OPSS where English is not the first language of any Supplier personnel, especially regarding discussion of complex technical questions (if relevant to your service delivery model).		
A09: Capability and Expertise of the Project Teams Question: Please describe how you will manage the capability and expertise of the teams that will be responsible for delivering testing services under this framework and how it will be maintained for the framework lifetime.	Please include how your organisation ensures that staff maintain the necessary skills and competence to deliver high-quality, enforcement-ready testing. Areas to cover include, but not limited to: Competence Management and Skills Maintenance - Processes for ongoing professional development, training, and accreditation renewal. - Mechanisms for ensuring staff remain up to date with changes to testing standards/methodologies. Staff Involvement and Delivery Assurance - The typical level of involvement of key personnel (e.g., % of time allocated to the contract). - The role of senior experts in day-to-day operations versus oversight or advisory functions. - Details around client facing materials. Surge Capacity and Prioritisation	Weighting: 20% Suppliers must score a mark of three (3) or above.	Please upload response with the file name "[Insert Company Name]-A09". Responses must be limited to 3 sides of A4, Arial font size 11. Web links and diagrams within the response will not be evaluated. Any pages that are over the page limit will not be evaluated. Responses must be uploaded as a PDF to the Jaggaer portal.

	Suppliers must explain how they will manage surge requests or urgent testing needs, including: • Capacity planning and resource flexibility. • Whether OPSS work will be prioritised or safeguarded to prevent delays due to competing demands. • Contingency arrangements to ensure continuity of service during peak periods or unexpected events.		
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Social value award criteria

3. The Authority shall assess your responses to the social value award criteria and all sub-criteria.
4. In line with [Procurement Policy Note 002](#), the following social value award criteria, sub-criteria and standard reporting metric shall apply to the Procurement:

Policy Outcome #1: Kick Start Economic Growth: Fair Work (Skills Development)

Award Criteria: (1.d) In-work progression to help people to move into higher paid work by developing new skills.

Sub-criteria: Activities that demonstrate and describe the supplier's existing or planned: Measures to support in-work progression to help people in the contract workforce, to move into higher paid work by developing new skills relevant to the contract.

Standard Reporting Metrics:

(1.d.i) Number of person hours of staff in-work progression upskilling delivered through training opportunities and comprehensive upskilling programmes.

(1.d.ii) Number of person hours of career support provided to the workforce e.g. mentoring, mock interviews, CV advice or careers guidance.

Policy Outcome #2: Kick Start Economic Growth: Fair Work (Fighting Modern Slavery)

Award Criteria: (1.e) Identifying and managing the risks of modern slavery.

Sub-criteria: Outline policies and practices to be applied to or put in place for the contract to mitigate and manage modern slavery risks including: Pre-employment checks, recruitment practices, workplace conditions, safeguarding plans and processes in place and regular monitoring with relevant groups considered, which may include sampling.

Standard Reporting Metrics:

(1.e.i) Percentage of tier 1 and 2 suppliers who have been audited/assessed.

(1.e.ii) Number of staff who have completed modern slavery training within 90 days of joining the organisation.

5. The social value award criteria shall be assessed as follows:

Social value award criteria question	Additional sub-criteria	Question scoring/weighting	Compliance requirements
C01: Kick Start Economic Growth: Fair Work (Skills Development) Question: Please set out, in a method statement and project plan, the specific, measurable and time bound commitment(s) the Supplier will make to deliver Kick Start Economic Growth: Fair Work (Skills Development) and the Award Criteria set out above.	Responses will be assessed with reference to the Social Value Award Criteria (including the sub-criteria) referred to in the question and the following additional sub- criteria: - The response includes a specific, measurable and time-bound commitment (a Supplier who does not provide this cannot score above a 2) - The response includes a description of how the commitment meets the award criteria - the response includes a specific, nominated cohort, or details of how the Supplier will identify and define a target cohort (illustrative example: care leavers or the prison leavers). - The response includes a description of how the Supplier will identify and reach the target cohort	Weighting: 5% Suppliers must score a mark of three (3) or above.	Please upload response with the file name "[Insert Company Name]-CO1: Social Value". Responses must be limited to 2 sides of A4, Arial font size 11. Web links and diagrams within the response will not be evaluated. Any pages that are over the page limit will not be evaluated.

	and how it will design/refine and tailor the offer to the cohort • The response includes a description of how the Supplier will influence staff, suppliers, customers and communities (as appropriate) through the delivery of the contract to deliver the Social Value Outcome, for example: engagement, co-design/creation, training and education, partnering/collaborating, volunteering. • Transparency - any plans for publishing the Supplier's commitments and performance • The response to this social value question must be specific to the delivery of this Contract and not be in relation to any generic work that Suppliers may already do on social value • The response includes a timed project plan setting out how the Supplier will implement your commitment and by when, including: • Timed action plan • Governance, including nominated escalation points • Feedback and improvement		Responses must be uploaded as a PDF to the Jaggaer portal.
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	procedures in place Please see linked guidance for full details on Kick Start the Economic Growth Social Value Mission and the associated requirement.		
C02: Kick Start Economic Growth: Fair Work (Fighting Modern Slavery) Question: Please set out, in a method statement and project plan, the specific, measurable and time bound commitment(s) the Supplier will make to deliver Kick Start Economic Growth: Fair Work (Fighting Modern Slavery) and the Award Criteria set out above.	Responses will be assessed with reference to the Social Value Award Criteria (including the sub-criteria) referred to in the question and the following additional sub- criteria: • The response includes a specific, measurable and time-bound commitment (a Supplier who does not provide this cannot score above a 2) • The response includes a description of how the commitment meets the award criteria • the response includes a specific, nominated cohort, or details of how the Supplier will identify and define a target cohort (illustrative example: care leavers or the prison leavers). • The response includes a description of how the Supplier will identify and reach the target cohort and how it will design/refine and tailor the offer to the cohort • The response includes a description of how the Supplier will influence staff, suppliers, customers and communities (as	Weighting: 5% Suppliers must score a mark of three (3) or above.	Please upload response with the file name “[Insert Company Name]- CO2: Social Value”. Responses must be limited to 2 sides of A4, Arial font size 11. Web links and diagrams within the response will not be evaluated. Any pages that are over the page limit will not be evaluated. Responses must be uploaded as a PDF to the Jaggaer portal.

	appropriate) through the delivery of the contract to deliver the Social Value Outcome, for example: engagement, co-design/creation, training and education, partnering/collaborating, volunteering. • Transparency - any plans for publishing the Supplier's commitments and performance • The response to this social value question must be specific to the delivery of this Contract and not be in relation to any generic work that Suppliers may already do on social value • The response includes a timed project plan setting out how the Supplier will implement your commitment and by when, including: • Timed action plan • Governance, including nominated escalation points • Feedback and improvement procedures in place Please see linked guidance for full details on Kick Start the Economic Growth Social Value Mission and the associated requirement.		
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6. Suppliers shall be assessed by an assessment panel appointed by the Authority. There shall be 3 technical experts evaluating the quality and social value award criteria.
7. Each panel member shall undertake an initial independent assessment of the response to the question for each award criterion using the scoring methodology. Each panel member will give a mark and a reason for their mark for each award criterion they are assessing.
8. A moderation meeting shall be held where the panel shall discuss their marks and their reasons for that mark. The discussion will continue until the panel reach a consensus regarding the mark, and a reason for that mark, for each award criterion. The final consensus marks agreed during this process will be used to calculate a Supplier's score.
9. For each weighted quality or social value criterion, the following assessment methodology shall be applicable. A tender that scores a mark of two (2) or below against any weighted criteria will be disregarded.

Scoring methodology:

<u>Score</u>	<u>Quality</u>	<u>Description</u>
0	No evidence	No evidence provided that the response meets the requirement. No confidence that the Supplier can meet the requirement.
1	Poor Response	Very limited evidence provided to support that the response meets the requirement, with major concerns leading to the conclusion of a very low level of confidence that the Supplier can meet the requirement.
2	Minimal Response	Limited evidence to support that the response meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Supplier can meet the requirement.
3	Acceptable Response	Acceptable evidence provided to support that the response meets most of the requirement with minor concerns leading to the conclusion of a medium level of confidence that the Supplier can meet the requirement.
4	Good Response	Good evidence provided to support that the response meets the entire requirement leading to the conclusion of a high level of confidence that the Supplier can meet the requirement.
5	Excellent Response	Comprehensive evidence provided to support that the response fully meets and/or exceeds the requirement, leading to the conclusion of a very high

		level of confidence that the Supplier can meet the requirement.
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10. Weighting values indicate the relative importance of the relevant quality or social value criterion in the overall assessment. The score for each quality and social value weighted criterion shall be calculated as follows:

$$\text{Weighted Score} = \frac{\text{Weighting Value}}{\text{Maximum Mark Available (5)}} \times \text{Mark Achieved}$$

For example, if a Supplier achieves a mark of 4 on a weighted criterion with a weighting value of 15% then the total weighted score for that weighted criterion shall be calculated as follows:

$$\frac{\text{Weighted Value (15\%)} \times \text{Mark Achieved (4)}}{\text{Maximum Mark Available (5)}} = \text{Weighted Score (12\%)}$$

11. All weighted scores that are not whole numbers will be rounded to two decimal places.
12. The total weighted quality and social value score shall be calculated by adding together all of the Supplier's weighted scores for their responses to the quality and social value criteria.
13. Any non-weighted quality and social value criteria shall be assessed as pass / fail and any tender which receives a 'fail' will be disregarded.

Price assessment

The pricing award criteria are as follows:

Price award criteria	Sub-criteria	Compliance requirements
B01: Lot 1 Pricing Schedule	The Supplier must submit its tender prices using Appendix I (Pricing Schedule).	Please upload response with the file name “[Insert Company Name]-Lot 1 Pricing Schedule”.
B02: Lot 2 Pricing Schedule	The Supplier must submit its tender prices using Appendix I (Pricing Schedule).	Please upload response with the file name “[Insert Company Name]-Lot 2 Pricing Schedule”.
B03: Lot 3 Pricing Schedule	The Supplier must submit its tender prices using Appendix I (Pricing Schedule).	Please upload response with the file name “[Insert Company Name]-Lot 3 Pricing Schedule”.
B04: Lot 4 Pricing Schedule	The Supplier must submit its tender prices using Appendix I (Pricing Schedule).	Please upload response with the file name “[Insert Company Name]-Lot 4 Pricing Schedule”.
B05: Lot 5 Pricing Schedule	The Supplier must submit its tender prices using Appendix I (Pricing Schedule).	Please upload response with the file name “[Insert Company Name]-Lot 5 Pricing Schedule”.

14. Suppliers are responsible for ensuring any pricing submissions contained in the tender are arithmetically correct for the units stated.

15. Prices must be submitted in £GBP, exclusive of VAT.

16. The Pricing Schedule identifies the level of information required.
17. The Supplier must not alter, amend, or change the format or layout of the Pricing Schedule.
18. Prices should reflect the quality of the offer contained in your quality and social value responses.
19. If the Authority believes that a tender offers a price that it considers to be abnormally low for the performance of the Framework Contract, it will notify the Supplier that it considers the price to be abnormally low and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the Framework Contract for the price offered. If the Supplier demonstrates to the Authority's satisfaction that it will be able to perform the Framework Contract for the price offered, the Authority may not disregard the tender for an abnormally low price. If the Authority is not satisfied that the Supplier can perform the Framework Contract for the price offered, it reserves the right to disregard the tender.
20. As with any procurement exercise, a Supplier in submitting its prices for assessment does so in acceptance of all business risks and circumstances arising from time to time.
21. When a Supplier has completed its Pricing Schedule, it must upload it into the Portal in the commercial envelope. If a Supplier does not upload its Pricing Schedule before the Tender Submission Deadline its tender may be disregarded.
22. The Authority shall ensure that a Supplier's Pricing Schedule complies with the requirements specified above and in the Pricing Schedule. The Authority may disregard a tender that fails to submit a compliant Pricing Schedule.
23. All scores that are not whole numbers will be rounded to two decimal places.

Calculation of final score

24. The final score is calculated for each tender on a Lot-by-Lot basis by:

- 24.1. Determining the tender price submitted in response to the price criterion using the methodology outlined in price criterion above and Appendix I (Pricing Schedule);
- 24.2. Totalling the quality award criteria score and social value award criteria score for each tender to achieve a total weighted quality and social value score in accordance with the method outlined above (the technical score), expressed as a whole number rather than as a percentage (though the whole number may still be points out of 100); and
- 24.3. Dividing the tender price by the technical score:

$$\text{PQP} = \frac{\text{Price}}{\text{Technical score}}$$

- 24.4. The number arrived at is the Price per Quality Point (PQP). The compliant tender with the lowest PQP is the most advantageous tender.

For example:

Supplier 1 submits a tender price of £90,000. They received a weighted total technical score of 65. **Supplier 1's** final score is $(90,000/65) = 1,384.62$

Supplier 2 submits a tender price of £100,000. They received a weighted total technical score of 90. **Supplier 2's** final score is $(100,000/90) = 1,111.11$

Supplier 3 submits a tender price of £95,000. They received a weighted total technical score of 80. **Supplier 3's** final score is $(95,000/80) = 1,187.5$

Supplier 2 obtains the lowest price per weighted quality point score and is awarded the Contract.

*In this example, although **Tenderer 1** submitted the lowest price, and **Tenderer 3** the second lowest price, **Tenderer 2** represents the better value for money as its price per weighted quality point score is lower. **Tenderer 2** is therefore, the Most Advantageous Tender ("MAT").*

25. In the event of a tie break (where two or more low scoring Suppliers have the same PQP score, or statistical tie break (i.e. where one or more of the Suppliers has an overall score that is within 0.5% difference of the lowest scoring Supplier)), the Authority shall select from amongst those Suppliers, the tender with the highest weighted technical score.
26. If this still results in a tie break, the Authority shall select from amongst those tie break Suppliers, the tender with the highest weighted score for the below quality criteria, in the exact listed order until a successful Supplier is identified.
 - 26.1. A05
 - 26.2. A08
 - 26.3. A09
 - 26.4. A06
 - 26.5. A07
27. In the event that the Authority cannot for any reason award the Framework Contract to the lowest PQP with the highest technical score, the Authority reserves the right to award the Framework Contract to the next lowest PQP with the highest technical score.

Award decision and standstill period

28. Subject to internal Authority approval procedures, the Authority shall notify all Suppliers as soon as possible after the completion of the tender assessment of the Authority's award decision.
29. All Suppliers that submitted tenders will receive an assessment summary setting out details of the successful Suppliers, and information relating to their own and the successful Suppliers' assessment scores that is in full compliance with the requirements of the Act.
30. The conclusion of Framework Contracts with the successful Suppliers will be subject to a standstill period of eight working days in accordance with section 51 of the Act and the standstill period shall commence on the publication of a contract award notice. The Framework Contracts will not be entered into until the standstill period has elapsed.

31. In the event that there is a challenge to an award decision and such a challenge is confined to any one particular Lot, the Authority reserves the right to the extent that it is lawful to do so, to conclude a Framework Contract with the successful Suppliers in respect of the Lot(s) that has (have) not been so challenged.
32. In accordance with the requirements of the Act, the Authority will publish details of the Framework Contracts (including details of the successful Suppliers and a copy of the Contract if required by the Act) in a contract details notice following contract award on the Central Digital Platform. The contract details notice shall be published within thirty (30) days of the date on which the Framework Contract is entered into.

Part 10: Service Credits and KPIs

1. Please see Appendix C (The draft Framework Contract documentation) of this document for the detail of the key performance indicators (KPIs) to the Framework Contract. Service Credits will not be applied at the Framework Contract level but may apply to Call Off Contracts that are awarded through the Framework Contract.
2. Call Off Contract level KPIs will be agreed on a contract-by-contract basis with Service Credits to be agreed with the Supplier of each Call-Off Contract where it is appropriate and proportionate to do so.

Part 11: Contract documentation

1. The full text of the Framework Contract is attached per Appendix C (The draft Framework Contract documentation) of this document. For the avoidance of doubt, this includes the template terms of a Call-Off Contract to be awarded under this Framework.
2. The Framework Contract is based on the form of the Public Sector Contract as amended for the Procurement.
3. In submitting the form of tender (set out in Appendix E (Form of tender)), Suppliers agree to accept the draft terms of the Framework Contract issued with the ITT without amendment.
4. A successful Supplier's tender will be included in the Framework Contract and shall become legally binding in accordance with the terms of that Framework Contract.
5. The Framework Contract shall be legally binding when it has been signed by the Authority and the relevant successful Supplier.
6. The Authority intends to publish a copy of the awarded Framework Contract in accordance with its publication obligation under section 53 of the Act.

Part 12: Contract Risks

Known risks under paragraph 5 of Schedule 8 of the Act

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

Part 13: Open framework scheme

The open framework scheme

1. This Framework falls within a scheme of an open framework within the meaning of Section 49 of the Act.
2. This Framework is the first framework within the open framework scheme.
3. This Framework will be reopened within its first three years. The second framework within the scheme will be reopened within the next 3 years and the third framework within the scheme will be the final framework in the scheme and will be for 2 years. The scheme will last for a maximum of eight years in total, with an estimated end date of 31st March 2034. Note these are indicative durations and re-opening times only.
4. The estimated total value of the open framework scheme is £43,000,000 (excluding VAT) broken down as follows:

	Lot 1: Construction and Building Products	Lot 2: Electrical and Electronic Products	Lot 3: General Consumer Products	Lot 4: Multi-Disciplinary Analysis	Lot 5: Cybersecurity and Digital Compliance	Sum of all Lots
Year 1	£1,709,542	£1,181,361	£758,817	£528,181	£422,545	£4,600,446
Year 2	£1,784,542	£1,231,361	£788,817	£553,181	£442,545	£4,800,446
Year 3	£1,863,292	£1,283,861	£820,317	£579,431	£463,545	£5,010,446
Year 4	£1,945,980	£1,338,986	£853,392	£606,993	£485,595	£5,230,946
Year 5	£2,032,801	£1,396,868	£888,121	£635,934	£508,747	£5,462,471
Year 6	£2,123,964	£1,457,643	£924,586	£666,321	£533,057	£5,705,571
Year 7	£2,219,686	£1,521,457	£962,874	£698,229	£558,583	£5,960,829
Year 8	£2,320,193	£1,588,463	£1,003,076	£731,730	£585,383	£6,228,845
Totals	£16,000,000	£11,000,000	£7,000,000	£5,000,000	£4,000,000	£43,000,000

Please note that Framework lot values are estimates may be shared with other Lots.

What happens next in the open framework scheme after the award of this first Framework

5. The next framework in the open framework scheme will be the second framework.
6. The Authority will award the second framework in line with Section 49(1) of the Act and on substantially the same terms as this first Framework.

7. Successful Suppliers that have been awarded a Framework Contract under this first Framework will become an existing supplier for the lot(s) they were awarded a Framework Contract for.
8. Existing suppliers that wish to participate in the competition for the second framework in the scheme must ensure that they monitor the Central Digital Platform for the publication of the tender notice and associated tender documents for the second framework. DBT will also notify all existing suppliers on each Lot when the tender notice for the second framework in the scheme is published on the Central Digital Platform.
9. The Authority will set out the procurement procedure for re-opening the scheme and the award of the second framework in the scheme in the tender notice and associated tender documents for the second framework.
10. An existing supplier can be awarded the second framework in the scheme based on the assessment of its tender submitted in relation to the award of this first Framework or the assessment of a new tender relating to the second framework.
11. If you are not an existing supplier you will be able to submit a tender for the second framework in the scheme in accordance with the instructions in the tender notice and associated tender documents for the second framework.
12. Note that the Authority may apply the exclusion grounds set out in stage 2 of the Procurement for this Framework and exercise its right to exclude a Supplier in accordance with the process set out in stage 2 as part of the competition for the second framework in the scheme in order to take into account any changes in the Debarment List or the status of a Supplier generally.
13. This first Framework will expire on the award of the second framework in the scheme in accordance with the terms of the Framework Contract. However, any processes for the award of a Call-Off Contract under this first Framework that have already commenced may continue following expiry of this Framework as though this Framework had not expired.

Appendix A: Procurement terms and conditions

Procedural requirements

1. The ITT contains procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in a Supplier's tender being disregarded (unless it is expressly stated that a tender must be disregarded in which case it shall be disregarded).

Central Digital Platform

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

Transparency

4. 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 values, the identity of the successful Suppliers, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers.
5. Where required under the Act or published guidance, a copy of the Framework Contract will be published. This is subject to the Authority making any reasonable and proportionate redactions permitted under the Act including redactions of sensitive commercial information where there is an overriding public interest in such information being redacted in accordance with section 94 of the Act.

6. All central government departments and their executive agencies and non-departmental public bodies are subject to controls and reporting within government. In particular, they report to various government bodies including but not limited to the Cabinet Office and HM Treasury for all expenditure. The Authority reserves its absolute right to share within government any of the documentation/information submitted by Suppliers during the Procurement (including any information that a Supplier considers to be confidential and/or commercially sensitive).
7. Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.
8. Neither the ITT nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.

Modifying the Procurement

9. The Authority reserves the right to cancel and/or abandon the Procurement at any point and/or to choose not to award the Framework Contract or any lot as a result of the Procurement. Any decision by the Authority not to award a lot does not prevent the Authority from awarding the remaining lots.
10. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with the Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation, abandonment and/or amendment of the Procurement.
11. The Authority reserves the right at any time to:
 - a. issue amendments, modifications and/or additional information to any documentation which forms part of the Procurement and tender submissions will be assumed to take such amendments, modifications or additional information in account;
 - b. require a Supplier to clarify their tender submission in writing and/or provide additional information in relation to their tender submission – failure by a Supplier to respond adequately may result in their tender submission being disregarded;
 - c. alter the Procurement Timetable for the Procurement including the right to award different lots at different times;
 - d. rewind and re-run any part of the Procurement on the same or alternative basis; and
 - e. amend the Procurement as described in the ITT.

Confidentiality and publicity

12. Save to the extent made publicly available by the Authority, the information in the ITT 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 by the Supplier to the Authority, provided that such person has given an undertaking prior to the receipt of the information (and for the benefit of the Authority) to keep such information confidential.
13. When providing information as part of a tender, Suppliers agree to waive, or procure the waiver from any relevant third party of, any contractual or other confidentiality rights and obligations associated with that information.
14. Suppliers must not take part in any publicity activities with any part of the media about the Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity. Suppliers should not disclose or make any public statement, which confirms that they have submitted a tender for the Procurement before the Authority has announced the outcome of the Procurement.
15. The Authority reserves the right to publish the amounts of tenders and the name of successful Suppliers, other Suppliers who participated in the Procurement, and to publish such other Supplier information or information regarding tenders as it may be required to publish in accordance with statutory provisions with which the Authority must comply.

Freedom of information and environmental information

16. 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.
17. 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 by completing the table contained within Appendix H (Commercially sensitive information);
 - b. explain the potential implications of disclosure of such information; and
 - c. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive.
18. The Authority will make reasonable endeavours to:
 - a. hold confidential all information submitted by a Supplier that the Supplier identifies under Appendix H (Commercially sensitive information) as being commercially sensitive; and

- b. consult with a Supplier about any such commercially sensitive information before making a decision on any FOIA requests and EIR requests received (noting that the Authority has a very limited time in which to decide whether or not information can be released, so it is imperative that the Supplier ensures that the Authority has up-to-date contact details and that the contact is able to respond to the Authority quickly in order to enable the Authority to respond to a request quickly).
19. 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.
20. Suppliers are advised to read the Code of Practice Issued by the Department for Constitutional Affairs under Section 45 of the FOIA, which gives guidance to public authorities on the handling of requests for information the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at the Ministry of Justice website.

Requirements on sub-contractors and consortium

21. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to the Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier's tender being disregarded.
22. Suppliers should also refer to the draft Framework Contract (including for the avoidance of doubt the template Call-Off Contract terms) as they relate to sub-contracting.

Parent company guarantee or other securities

23. The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should a Supplier be successful in the Procurement. A draft guarantee is included in Joint Schedule 8 (Guarantee) to the draft Framework Contract.
24. 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.
25. Notwithstanding the above, where the Authority specifies any minimum financial security requirements in the ITT, acceptance of these requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's tender being disregarded.

Non-collusion, non-canvassing

26. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier from the Procurement, without prejudice to any

other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.

27. 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 subcontractor, consortium member insurance provider or provider of finance;
- b. enter into any agreement or arrangement with any other person as to the form or content of any other person's submission or offer to pay any sum of money or consideration to any person to effect changes to the form or content of any other person's submission;
- 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 the Procurement;
- d. canvass any employees, members or agents of the Authority in relation to the Procurement;
- e. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or that Supplier's submission;
- f. carry out any other co-operation or collusion with another Supplier or any other person which the Authority considers capable of undermining fair competition;
- g. disclose to any third-party prices shown in its tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
- h. in connection with the award of the Framework Contract, commit an offence under the Bribery Act 2010 or offer or agree to pay or give, or pay or give, any sum of money, inducement, or consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Supplier or any other person's proposed tender .

28. Suppliers are required to complete and return a certificate of non collusion and non-canvassing in the form of Appendix G (Certificate of non-collusion and non-canvassing) noting that the Authority will be entitled to rely on the information provided in the certificate.

Conflicts of Interest (COI)

29. Suppliers are responsible for ensuring that:

- a. no actual, potential or perceived Procurement Conflict of Interest exists between either themselves, any Associated Person or any Intended Subcontractor and the Authority or its advisers; and
- b. no actual, potential or perceived Contract Conflict of Interest exists during the Framework Contract term. Note that Contract Conflict of Interests will only arise during the Framework Contract term, as they will relate to the individual Call-Off

Contracts placed while the Framework Contract is active, therefore Contract Conflicts of Interest shall not be identified prior to Framework Contract Award.

30. Suppliers must ensure they submit a conflict of interest statement in accordance with the Procurement Specific Questionnaire detailing any actual, potential or perceived Procurement Conflict of Interest and the steps the Supplier will take to mitigate such actual, potential or perceived conflict of interest.
31. Suppliers must remain alert to any actual, potential or perceived Procurement Conflict of Interest and Contract Conflict of Interest. If any new actual, potential or perceived Procurement Conflict of Interest or Contract Conflict of Interest arises after submission of the conflict of interest statement described above and/or if any circumstance or information contained in a submitted conflict of interest statement changes, the Supplier shall immediately notify the Authority of this fact and submit an updated conflict of interest statement to the Authority detailing these changes and/or the new conflict of interests (as the case may be).
32. In the event a tender is accepted and a Framework Contract is awarded, any conflict of interest statements (including any updated conflict of interest statements) shall become part of the Framework Contract and shall be legally binding in accordance with the terms of the Framework Contract.
33. In the event of any actual, potential or perceived Procurement Conflict of Interest or Contract Conflict of Interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
 - a. exclude from the Procurement any Supplier that fails to notify the Authority of an actual, potential or perceived Procurement Conflict of Interest and/or that fails to submit a conflict of interest statement in accordance with this section;
 - b. request further information from any Supplier and require any Supplier to take reasonable steps to avoid any Procurement Conflict of Interest or Contract Conflict of Interest. This may include but is not limited to requiring a Supplier to enter into a specific conflict of interest agreement with the Authority. If the Supplier fails to provide such information and/or take such action and/or the Authority in its absolute discretion decides that the Procurement Conflict of Interest or the Contract Conflict of Interest (as applicable) cannot be mitigated to its satisfaction, the Supplier shall be excluded from participating in, or progressing as part of, the Procurement.
34. Where a Procurement Conflict of Interest puts a Supplier at an unfair advantage in relation to the award of the Framework Contract and the Authority considers that such advantage cannot be avoided the Authority shall exclude the Supplier from the Procurement.
35. The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should it have any concerns regarding any actual, potential or perceived conflict of interest prior to the submission of its tender.

Conflict assessments

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

Intellectual property

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

Anti-competitive behaviour

38. 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.
39. Any evidence of anti-competitive behaviour may result in a Supplier being excluded from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
40. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 of the Act and may be added to the Debarment List and/or be liable for civil and/or criminal penalties.

Framework Contract

41. A tender submission is an offer to enter into the Framework Contract on the terms set out in Appendix C (The draft Framework Contract documentation) of this document. 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 Framework Contract that is in force in accordance with its terms.
42. The Supplier's tender submission must remain valid for acceptance from the date provided for a period of 140 days from the Tender Submission Deadline and until any procurement challenge/s have been resolved.

Supplier withdrawal

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

Modifying your tender

44. Suppliers may modify their submitted tenders prior to the Tender Submission Deadline. The Authority will not open tenders until after the Tender Submission Deadline.

Variant tenders

45. The Authority shall not accept a tender that offers an alternative approach to, or method of, meeting the Authority's requirements to that required under the ITT or a tender which seeks to amend or introduce additional or alternative Framework Contract conditions (a variant tender). A variant tender shall be deemed a non-compliant tender and shall be disregarded.

Supplier eligibility

46. Suppliers are reminded that the eligibility requirements in the ITT apply to the Procurement at all times.
47. The Authority reserves the right to require a Supplier to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the Procurement Specific Questionnaire, including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the Framework Contract.
48. The Authority must be notified in writing via the Portal promptly of any changes in the information that the Supplier has provided in its response to the Procurement (including but not limited to arrangements in relation to any Associated Persons, consortia members and Intended Subcontractors) at any point before the entry into the Framework Contract so that the Authority may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) disregarding the Supplier's tender.

Supplier warranties

49. In submitting a tender, the Supplier warrants, represents and undertakes to the Authority that:
- a. it understands and has complied with the conditions set out in the ITT;
 - b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated to the Authority and as at the date of the award of the Framework Contract;
 - 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 ITT and has not submitted any 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); and
 - d. it has full power and authority to respond to the ITT and submit a tender and to perform the obligations in relation to the Framework Contract and will, if requested, promptly produce evidence of such to the Authority.

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

Costs and expenses

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

Third parties

52. 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

53. The law of England and Wales is applicable to the Procurement.
54. Suppliers agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with the Procurement.

Appendix B: The detailed Framework requirement

The detailed Framework requirement may be downloaded via the Attachments section of the Portal from the folder titled “Appendix B – The Detailed Framework Requirement”.

Appendix C: The draft Framework Contract documentation

The draft Framework Contract documentation may be downloaded via the Attachments section of the Portal from the folder titled “Appendix C – The Draft Framework Contract Documentation”.

Appendix D: Glossary

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Appendix C: The draft Framework Contract documentation, as the context requires) are defined as follows:

Defined term	Definition
Act	means the Procurement Act 2023.
Associated Person	an associated person for these purposes is defined in section 26(4) of the Act as a person the Supplier is relying on in order to satisfy the conditions of participation (other than a guarantor). Associated persons are likely to be consortium members and/or within the first tier of sub-contractors, but may be further down the supply chain, for example in procurements of contracts with highly technical elements.
Authority	means the Secretary of State for Business and Trade acting as part of the Crown.
Buyer	means a contracting authority purchaser who is entitled to award Call-Off Contracts in accordance with Framework Schedule 7 (Call-Off Award Procedure) of the Framework Contract, as set out in the Tender Notice.
Call-Off Contract	means a call-off contract to be entered into by a Buyer with a successful Supplier, established by and consisting of the terms set out and referred to in a call-off contract order form, the form of which is set out in Framework Schedule 6 (Order Form Template) or Framework Schedule 6a (Short Order Form Template) of the Framework Contract.
Central Digital Platform or CDP	means the online system referenced in the Act and defined in Regulation 5(2) of the Regulations. It is available at www.gov.uk/find-tender The Central Digital Platform will enable: - contracting authorities and suppliers to register and receive a unique identifier; - contracting authorities to publish notices and other information as required under the Act for covered and below-threshold procurements; - suppliers to submit and store certain core organisational information as required by the Regulations to participate in a covered procurement. This information will only be available to those contracting authorities that a supplier chooses to share it with; it cannot be freely accessed;

Defined term	Definition
	and anyone to view the notices and access related public procurement data.
Connected Person	means a connected person as defined in paragraph 45 of Schedule 6 to the Act. In summary, it covers any of the following: a. a person with 'significant control' over the supplier (within the meaning given by section 790C(2) of the Companies Act 2006 (CA 2006)); b. a director or shadow director of the supplier; c. a parent undertaking or a subsidiary undertaking of the supplier; d. a predecessor company; e. any other person who it can reasonably be considered stands in an equivalent position in relation to the supplier as a person within paragraph a to d; f. any person with the right to exercise, or who actually exercises, significant influence or control over the supplier; g. any person over which the supplier has the right to exercise, or actually exercises, significant influence or control. For the purposes of this definition, "the supplier" means the Supplier, an Associated Person or an Intended Subcontractor, as the context requires.
Core Supplier Information	means the core supplier information defined in Regulation 6(9) of the Regulations. In summary, this is divided into four key categories of information and covers: a. basic information; b. economic and financial standing information; c. Connected Person information; and d. exclusion grounds information.
Contract Conflict of Interest	means a conflict of interest that would be a "Conflict of Interest" (as that term is defined in the Framework Contract) under the Framework Contract. A Contract Conflict of Interest may only arise following the award of the Framework Contract as it will relate to an individual Call-Off Contract awarded or proposed for award under the Framework Contract.

Defined term	Definition
Debarment List	means the list of suppliers maintained pursuant to section 62 of the Act.
Discretionary Exclusion	means a discretionary exclusion ground other than the National Security Mandatory Exclusion set out in Schedule 7 of the Act.
EIR	means the Environmental Information Regulations 2004 (EIR).
FOIA	means the Freedom of Information Act 2000 (FOIA).
Framework	means this Office for Product Safety and Standards' (OPSS) Product Testing framework which is the first framework within the scheme of the open framework.
Framework Contract	means a framework contract to be entered into by the Authority with a successful Supplier in respect of the lots to be awarded to that Supplier under this Framework, established by and consisting of the terms set out and referred to in a framework award form, as set out in full in Appendix C (The draft Framework Contract documentation) of this document. For the avoidance of doubt, these terms include the template terms of a Call-Off Contract to be awarded under this Framework. References in this document to "the Framework Contract" shall refer to each and any of these Framework Contracts.
Framework Specification of Requirements	means the detailed technical requirements applicable to each lot under this Framework as set out in Appendix B (The detailed Framework requirement).
Intended Subcontractor	means all sub-contractors (including any consortium members) a Supplier intends to use as part of the Procurement (as required by section 28(1)(a) of the Act) as listed by the Supplier in its PSQ. This is not restricted to sub-contractors that the Supplier is relying on to meet conditions of participation (who will in any event be Associated Persons) but applies to all sub-contractors (of all tiers) the Supplier intends to sub-contract the performance of all or part of the Framework Contract to.
Invitation to Tender or ITT	means the Tender Notice for the Procurement as supplemented by this document (together with its schedules

Defined term	Definition
	and attachments) and any other document expressly stated to be an associated tender document.
Mandatory Exclusion	means a mandatory exclusion ground other than the National Security Mandatory Exclusion set out in Schedule 6 of the Act.
National Security Discretionary Exclusion	means a discretionary exclusion ground set out in paragraph 14 of Schedule 7 of the Act.
National Security Mandatory Exclusion	means the mandatory exclusion ground set out in paragraph 35 of Schedule 6 of the Act.
Open Procedure	means the open procedure as defined by section 20 of the Act.
Pricing Schedule	means the pricing schedule in the form set out in Appendix I (Pricing Schedule).
PME Notice	means the preliminary market engagement notice with reference 2025/S 000-012953 published on 4 th April 2025 on the Central Digital Platform.
Portal	means the Jaggaer portal used by the Authority for the purposes of the Procurement and which can be accessed here: https://uktrade.app.jaggaer.com/web/login.html .
Procurement	means this Open Procedure procurement process in respect of this Framework and/or each lot under this Framework.
Procurement Conflict of Interest	means a conflict of interest within the meaning of section 81 of the Act.
Procurement Timetable	means the indicative timetable for the Procurement as set out in Part 6 (The Procurement timetable) of this document as may be amended by the Authority from time to time.
Project Specific Questionnaire or PSQ	means the project specific questionnaire in the form set out in Appendix F (Procurement Specific Questionnaire (PSQ)).
Regulations	means the Procurement Regulations 2024 (SI 2024 No. 692) that add further detail to the Act.
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement.
Tender Notice	means the tender notice published on 12 th November 2025 on the Central Digital Platform.

Defined term	Definition
Tender Submission Deadline	means the date and time by which Suppliers must submit their tender as set out in Part 1 (Deadline for responding to the ITT) of this document and as may be amended from time to time by the Authority.
Unique Identifier	means the unique identifiers as defined in Regulation 8 of the Regulations. In summary, in the case of a Supplier, it is the unique code which is submitted to the Central Digital Platform and is recognised by that Platform or, where no such code is submitted and recognised, it is the unique code which is allocated by that Platform when the supplier registers on that Platform.

Appendix E: Form of tender

Dear Sir or Madam

Form of tender

I/We, the undersigned, tender and offer to deliver the Framework Specification of Requirements on the terms of the draft Framework Contract, which is more particularly referred to in the ITT supplied to me/us for the purpose of tendering for the provision of the Framework Contract in respect of the following lots:

Lot	Lot name	Included (Y/N)
1	Construction and Building Products	
2	Electrical and Electronic Products	
3	General Consumer Products	
4	Multi-Disciplinary Analysis (Chemical, Biochemical & Microbiological Testing)	
5	Cybersecurity and Digital Compliance	

Checklist for tenderers

List all documents to be submitted.

Document number	Document name	Included (Y/N)
	Appendix E: Form of tender	
	Appendix F: Procurement Specific Questionnaire (PSQ)	
	Appendix G: Certificate of non-collusion and non-canvassing	
	Appendix H: Commercially sensitive information	
	Appendix I: Pricing Schedule	

Document number	Document name	Included (Y/N)
	Response to quality award criteria	
	Response to social value award criteria	

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

I/We confirm that I/we can supply the deliverables set out in the Framework Specification of Requirements as specified in our response to the ITT in accordance with the terms of the draft Framework Contract.

I/We confirm that we accept the terms of the draft Framework Contract as issued with the ITT without amendment.

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

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

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

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

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

I/We confirm that this tender will remain valid from the date it is provided until 140 days from the Tender Submission Deadline and until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Supplier to its tender and the contractual obligations contained in the ITT and the draft Framework Contract.

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

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

OFFICIAL

I/We confirm that:

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

Signature

Name (print)

Position

Supplier name

Date

Appendix F: Procurement Specific Questionnaire (PSQ)

PSQ Explainer (for Suppliers)

1. Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity.
2. The Procurement Specific Questionnaire (PSQ) has been designed to help contracting authorities ensure that suppliers share the right information when participating in a procurement. This is separate from the award submission (on how suppliers propose to meet the tender award criteria). The PSQ consists of three parts:
3. **Part 1 - confirmation of Core Supplier Information:** suppliers participating in procurements are now expected to register on a central digital platform (CDP). Suppliers can submit their Core Supplier Information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender>. Part 1 requires Suppliers to confirm that have taken these steps. If a Supplier is unable to confirm that it has taken these steps the Supplier may be excluded from further participation in the Procurement.
4. **Part 2 - additional exclusions information:** procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their Connected Persons) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
5. As part of the Procurement, Suppliers will need to also share additional exclusions information for any suppliers that they are relying on to meet the Procurement's conditions of participation. These suppliers are Associated Persons and their exclusions information must be shared with the Authority. The Authority recommends this is done by ensuring that Associated Persons register, submit and share their information via the CDP (like the prime/main Supplier).
6. In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are Associated Persons), Suppliers will need to share an exhaustive list of all their Intended Subcontractors, which will be checked against the Debarment List by the Authority.
7. **Part 3 - conditions of participation:** the Authority has set conditions of participation which a Supplier must satisfy in order to be awarded a Contract. They relate to the Supplier's legal and financial capacity or their technical ability.

8. DBT is asking suppliers to fill out one PSQ response to cover all Lots, and questions are applicable to all Lots unless otherwise specified in each question.
9. Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the Authority. This might include a pass or fail mechanism, or a threshold which the Supplier must meet.
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 successful Supplier's Associated Persons;
 - details of the successful Supplier's Connected Person information; and
 - for certain procurements over £5 million, details of unsuccessful suppliers.
11. Where a Supplier is unsure or requires any clarification, they should check with the Authority.
12. Capitalised terms and expressions used in this PSQ shall have the meanings ascribed to them in the glossary at Appendix D (Glossary) of this document.
13. The Supplier shall complete the following steps prior to the Tender Submission Deadline for the Procurement:

Action 1

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

Action 2

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

Action 3

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

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

Preliminary Questions

No.	Question
Preliminary questions	
1.	What is your name? (Supplier name) Insert name against this question in the Portal
2.	<i>You must be registered on the Central Digital Platform (CDP).</i> What is your CDP Unique Identifier? (i) Confirm you are registered on the CDP against this question in the Portal (ii) Insert Unique Identifier against this question in the Portal
3.	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a consortium. If you are bidding as part of a consortium (including where you intend to establish a legal entity to deliver the contract), please provide: a. the name of the consortium and each member of the consortium b. the proposed structure of the consortium, including the legal structure where applicable (see Part 7: Who can submit a tender) c. the name of the lead member in the consortium d. your role in the consortium (e.g. lead member, consortium member, sub-contractor) (i) Select bidding option against the first part of this question in the Portal (ii) Where bidding as part of a consortium, attach PDF of additional information required under the second part of this question in the Portal
4.	Please confirm which lot(s) you wish to bid for? Select lot(s) from option list in the Portal
5.	Are you on the Debarment List? (i) Select Yes or No against this question in the Portal (ii) If you selected Yes, provide details of the entry on the Debarment List against this question in the Portal (direct text entry)

Part 1 – Confirmation of Core Supplier Information

No.	Question
6.	You must submit up-to-date Core Supplier Information on the CDP and share this information with us via the CDP (either a share code or PDF download). This includes: 1. basic information 2. economic and financial standing information 3. Connected Person information 4. exclusion grounds information (this includes exclusion information about the Supplier and its Connected Persons). Please confirm you have shared this information with us. (i) Confirm Yes or No against this question in the Portal (ii) Attach information (either a share-code or download of information) via PDF in response to this question in the Portal

Part 2 – additional exclusions information

No.	Question
Part 2A – Associated Persons	
7.	Are you relying on any Associated Persons to satisfy the conditions of participation? The conditions of participation are outlined in Part 3 of this PSQ. If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable). Select “Yes” or “No” against this question in the Portal
8.	For each Associated Person, please confirm which condition(s) of participation you are relying on them to satisfy. Attach PDF of response against this question in the Portal, include name of Associated Person(s) and brief description of the conditions of participation you are relying on them to satisfy.

9.	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 (this includes exclusion information about the Associated Person and its Connected Persons). (i) Select “Yes” or “No” against this question in the Portal (ii) Attach information (either a share-code or download of information) via PDF in response to this question on the Portal including the name of the Associated Person and reference / file name
10.	Are any of your Associated Persons on the Debarment List? (i) Select “Yes” or “No” against this question in the Portal (ii) If “Yes”, provide details of the entry on the Debarment List via the supplementary question in the Portal (direct text entry)
Part 2B – list of all Intended Subcontractors	
11.	Do you intend to sub-contract the performance of all or part of the relevant Contract? (i) Select “Yes” or “No” against this question in the Portal (ii) If “Yes”, please complete Q12, Q13 & Q14
12.	Please provide: a. a list of all suppliers who you intend to sub-contract the performance of all or part of the relevant Contract to (either directly or in your wider supply chain) b. their Unique Identifier if they are registered on the CDP, or if they are not registered on the CDP, a Companies House number, charity number, VAT registration number, or equivalent c. a brief description of their intended role in the performance of the relevant Contract If you are not intending to sub-contract the performance of all or part of the relevant Contract, then this question is not applicable. Please attach a PDF document in response to this question on the Portal that includes all names of Intended Subcontractors, their unique identifier from the CDP (or other), and a brief description.

13.	Please confirm if any Intended Subcontractor is on the Debarment List. The Debarment List can be found here If you are not intending to sub-contract the performance of all or part of the relevant Contract, then this question is not applicable. (i) Select “Yes” or “No” against this question in the Portal (ii) If “Yes”, attach PDF with the relevant Intended Subcontractor(s) name and provide details of the relevant Debarment List entry in response to the supplementary question in the Portal
14.	For each Intended Subcontractor, please provide the following information: a. the applicable Connected Person information set out in Regulation 11; b. the exclusion grounds information set out in Regulation 12 (this includes exclusion information about the Intended Subcontractor and its Connected Persons) If you are not intending to sub-contract the performance of all or part of the relevant Contract, then this question is not applicable Where the Intended Subcontractor is registered on the CDP, attach information as a share code or download of information via PDF in response to this question in the Portal, or, where the Intended Subcontractor is not registered on the CDP, attach information as a PDF in response to this question in the Portal, in all cases including the name of the Intended Subcontractor and the reference / file name.

Part 3 – Questions Relating to Conditions of Participation

No.	Questions	Scoring
Part 3A – standard questions		
No 15.		
Suppliers are required to meet the minimum financial standards set out in this question 15. Suppliers are required to self-certify their ability to meet the minimum financial standards in response to sub-question 15.b or 15.c and to self-certify that they can provide any information required under sub-question 15.d. The Authority may at any point in the Procurement verify a Supplier's ability to meet the financial standards which it has self-certified it can meet. The Authority may require the Supplier to confirm that the information contained within the relevant Core Supplier Information is accurate and up to date and to submit any information required under sub-question 15.d to enable the Authority to undertake its verification. Where such information is insufficient to enable the Authority to determine whether the Supplier meets the relevant minimum financial standards set out in this question, the Authority may ask the Supplier to provide such additional information as the Authority may reasonably require. If, following such verification, the Authority determines that the Supplier does not meet the minimum financial standards set out in sub-question 15.c, or the Supplier fails to provide the Authority with sufficient information to make that determination, the Authority may exclude the Supplier from further participation in the Procurement. A Supplier may rely on an associated supplier to meet the minimum financial standards. Such associated supplier may be an Associated Person or a guarantor. The Supplier shall provide the Authority with such evidence as the Authority may reasonably require to confirm that the Supplier has or will have as at the date of any Contract award, a legally binding arrangement in place with the associated supplier (for example a sub-contract, guarantee or equivalent security).		
No.	Question	Scoring

15.a	Please confirm whether you are relying on an associated supplier to meet the minimum financial standards set out in sub-questions 15.b and 15.c. If you are relying on an associated supplier to meet the minimum financial standards set out in sub-questions 15.b and 15.c you must also: •provide the name and registered address of the associated supplier; •confirm that you have entered into or will enter into before any Contract award, legally binding arrangements with that associated supplier and indicate the form that this legally binding arrangement will take. If you are not relying on an associated supplier to meet the minimum financial standards set out in sub-questions 15.b and 15.c you must respond “not applicable” to this question. Any associated supplier identified in your response to this question shall be an “Associated Supplier” for the purposes of sub-questions 15.b, 15.c and 15.d.	Where a Supplier fails to respond to this question, the Authority shall disregard the Supplier’s response to this ITT.									
15.b	Please confirm whether you or any Associated Supplier meet one or more of the minimum credit ratings set out below: <table border="1" data-bbox="272 920 1023 1223"> <thead> <tr> <th>Entity</th><th>A. Credit Rating Company Watch</th><th>B. Credit Rating Dun & Bradstreet Score</th></tr> </thead> <tbody> <tr> <td>Supplier</td><td>25</td><td>35</td></tr> <tr> <td>Associated Supplier</td><td>25</td><td>35</td></tr> </tbody> </table> You must respond “yes” where you or any Associated Supplier meet one or more of the minimum credit ratings set out in the table. If you respond “yes” you do not need to respond to sub-question 15.c. You must respond “no” where you and any Associated Supplier fail to meet one or more the minimum credit ratings set out in the table above or do not have a credit rating with the credit rating agencies named in the table above. If you respond “no” you must respond to sub-question 15.c. If you respond “yes”, DBT may verify these ratings with the appropriate credit rating entity at any point during the Procurement prior to Contract award. Where a Supplier or Associated Supplier does not meet the minimum credit rating for any reason the Authority may ask the Supplier to confirm it (or any Associated Supplier) meets two or more of the financial indicators in sub-question 15.c and to provide such information to support this as the Authority may reasonably require including but not limited to the information in sub-question 15.d.	Entity	A. Credit Rating Company Watch	B. Credit Rating Dun & Bradstreet Score	Supplier	25	35	Associated Supplier	25	35	Where a Supplier fails to respond to this question, the Authority shall disregard the Supplier’s response to this ITT.
Entity	A. Credit Rating Company Watch	B. Credit Rating Dun & Bradstreet Score									
Supplier	25	35									
Associated Supplier	25	35									

15.c	Where you have responded “no” to sub-question 15.b you must self-certify that you or any Associated Supplier meet at least two of the three financial indicators listed below. <table border="1" data-bbox="395 331 1166 1321"> <thead> <tr> <th data-bbox="395 331 644 432">Financial Indicator</th> <th data-bbox="644 331 895 432">Calculation</th> <th data-bbox="895 331 1166 432">Financial Target threshold</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 432 644 909"> 1. Operating Margin [The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for the last two 12 month periods] </td> <td data-bbox="644 432 895 909"> Operating Margin = Operating Profit / Revenue </td> <td data-bbox="895 432 1166 909"> At least 3% </td> </tr> <tr> <td data-bbox="395 909 644 1182"> 2. Operating Profits/ Losses No operating losses in the last two years </td> <td data-bbox="644 909 895 1182"> Operating Profit = Gross Profit less Other Operating income/ costs. Gross profit = Sales Less Cost of Sales </td> <td data-bbox="895 909 1166 1182"> Operating Profits > 0 (Operating Profits more than nil in last two years) </td> </tr> <tr> <td data-bbox="395 1182 644 1321"> 3. Current Ratio </td> <td data-bbox="644 1182 895 1321"> Current Ratio = (Current Assets / Current Liabilities </td> <td data-bbox="895 1182 1166 1321"> > 0.8 times (More than 0.8 times) </td> </tr> </tbody> </table> You must respond “yes” where you or any Associated Supplier meet at least two of the three financial indicators listed above. You must respond “no” where you and any Associated Supplier do not meet at least two of the three financial indicators listed above. Where you believe there are mitigating circumstances affecting the ability of you or any Associated Supplier to meet at least two of the three financial indicators you may provide further information setting out these mitigating circumstances and explaining why you do not believe these mitigating circumstances will impact on your ability to deliver the relevant Contract. This is limited to no more than 500 words including tables, diagrams, and graphs. A Supplier will pass this question where they answer “yes” to this question, or they answer “no” to this question and provide an explanation of the mitigating circumstances and why such mitigating circumstances will not impact on their ability to deliver the relevant Contract to the satisfaction of the Authority. A Supplier will fail this question and be excluded from further participation in the Procurement where they answer “no” to this question and, to the extent there are mitigating circumstances, do not explain such mitigating	Financial Indicator	Calculation	Financial Target threshold	1. Operating Margin [The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for the last two 12 month periods]	Operating Margin = Operating Profit / Revenue	At least 3%	2. Operating Profits/ Losses No operating losses in the last two years	Operating Profit = Gross Profit less Other Operating income/ costs. Gross profit = Sales Less Cost of Sales	Operating Profits > 0 (Operating Profits more than nil in last two years)	3. Current Ratio	Current Ratio = (Current Assets / Current Liabilities	> 0.8 times (More than 0.8 times)	Pass / Fail
Financial Indicator	Calculation	Financial Target threshold												
1. Operating Margin [The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for the last two 12 month periods]	Operating Margin = Operating Profit / Revenue	At least 3%												
2. Operating Profits/ Losses No operating losses in the last two years	Operating Profit = Gross Profit less Other Operating income/ costs. Gross profit = Sales Less Cost of Sales	Operating Profits > 0 (Operating Profits more than nil in last two years)												
3. Current Ratio	Current Ratio = (Current Assets / Current Liabilities	> 0.8 times (More than 0.8 times)												

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	circumstances and why they will not impact on their ability to deliver the relevant Contract to the satisfaction of the Authority.	
15.d	Please confirm that you and any Associated Supplier have each: (i) included the economic and financial standing information required under Regulation 10 in its Core Supplier Information, that such information is accurate and up to date and you have provided a share-code or PDF download in respect of this information; or (ii) where any Associated Supplier is not required to register on CDP or submit Core Supplier Information (for example because they are a guarantor), you can provide such information as is equivalent to the economic and financial standing information required under Regulation 10 in respect of such Associated Supplier if required to do so by the Authority. You should respond “yes” where you have confirmed that any relevant Core Supplier Information is accurate and up to date and where you have self-certified that you can provide the relevant information listed above for yourself and any Associated Supplier if required to do so by the Authority. You should respond “no” where you cannot confirm that the relevant Core Supplier Information is accurate and up to date or provide the relevant information listed above for yourself and any Associated Supplier if required to do so by the Authority. A Supplier who responds “yes” shall pass this sub-question. A Supplier who responds “no” may fail this sub-question and be excluded from further participation in the Procurement.	Pass / Fail
16.	Not Used	N/A
17.	Please confirm whether you already have, or can commit to obtain, prior to the award of the relevant Contract, the levels of insurance cover indicated below: a. Employer’s (Compulsory) Liability Insurance* = £5m b. Professional Indemnity Insurance = £1m *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.	Pass / Fail

	Select “Yes” against this question in the Portal if you already have the stated insurances or can commit to obtaining them prior to award of Contract, if successful. The Authority will require verification of insurance documents prior to award. Select “No” against this question in the Portal if you cannot commit to obtaining them prior to award of Contract, if successful. A Supplier that selects “Yes” will pass this question. A Supplier that selects “No” will fail this question and will be excluded from further participation in the Procurement.	
Legal capacity		
18.	Legal Capacity Conditions of Participation Not used	N/A
	N/A	
19.	UK GDPR Please confirm that you have in place, or that you will have in place by the award of the relevant Contract, the human and technical resources to perform the Contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.	Pass / Fail
	Select “Yes” or “No” against this question in the Portal A Supplier that selects “Yes” will pass this question. A Supplier that selects “No” will fail this question and will be excluded from further participation in the Procurement.	
20.	Not used	N/A
	N/A	
Technical Ability		
Technical Ability Conditions of Participation		
21.	Not used	N/A

22.	Experience of sub-contractor management Where you intend to sub-contract a proportion of this Framework Contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the Intended Subcontractor(s) for the Procurement or any others used previously). Where a Supplier has answered “No” to question 11, this question is not applicable. Where a Supplier has answered “Yes” to question 11, they must submit a PDF attachment in response to this question via the Portal describing in 500 words or less the procedures used by the Supplier to ensure performance its contracts. A Supplier will pass this question if the Authority considers the Supplier has provided a sufficient description of how it has previously maintained healthy supply chains with its subcontractor(s). A Supplier will fail this question and will be excluded from further participation in the Procurement if it does not provide a response to this question or it has provided a description which the Authority considers to be insufficient to demonstrate that it has previously maintained healthy supply chains with its subcontractor(s).	Pass / Fail
23.	Organisation standards	

Q23a <u>Relevant to all Lots</u> – UKAS ISO/IEC 17025:2017 accreditation relevant to all Lots (i) Please submit your current UKAS ISO/IEC 17025:2017 accreditation schedule, or an equivalent accreditation recognised under the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement for each Lot for which you wish to participate in. Suppliers should submit all accreditation schedules relevant to the Lots they wish to participate in as one PDF or ZIP file in response to the attachment question. (ii) Clearly identify at least one accredited test or method relevant to each Lot you are applying for via the free text box. You do not need to list every accredited test or method. Question 23a (parts i and ii) will be assessed on a Lot-by-Lot basis to determine Suppliers' technical ability to operate within a given Lot. Suppliers will Pass this question for each Lot they wish to participate in if the UKAS ISO/IEC 17025:2017 standard (or equivalent) and accredited test or method they have selected is relevant to the Lot in question as determined by the Authority at its sole discretion. For Lots 1 to 4, Suppliers will Fail this question and be excluded from further consideration for a given Lot if they fail to demonstrate a UKAS ISO/IEC 17025:2017 (or equivalent) accreditation and accredited test or method that is relevant to the Lot in question as determined by the Authority at its sole discretion. For Lot 5, suppliers who do not possess a relevant UKAS ISO/IEC 17025:2017 (or equivalent) accreditation should proceed to Q23b.	Pass / Fail
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Q23b <u>Specific to Lot 5 only</u> – Suppliers who are not bidding for Lot 5 do not need to answer this question. Suppliers who are bidding for Lot 5 and have submitted a UKAS ISO/IEC 17025:2017 accreditation schedule (or equivalent) relevant to Lot 5 via Q23a(i) and clearly identified at least one accredited test or method relevant to Lot 5 via Q23a(ii) do not need to answer this question. Alternative Assurance Mechanisms Suppliers accredited to UKAS ISO/IEC 17025:2017 (or equivalent via ILAC Mutual Recognition Arrangement), CREST, or NCSC-Assured (CHECK) will be considered to have met this requirement in full. Suppliers without these accreditations/assurances must provide sufficient evidence under the bullet points (Assurance Mechanism(s), Regulatory Alignment and Governance & Oversight) listed below to demonstrate equivalent assurance of impartiality, technical competence and traceability. Option A: If your organisation is accredited to CREST or NCSC-Assured Services (CHECK) please provide a copy of your relevant accreditation schedule or official confirmation of assurance as a PDF attachment via the Portal. Option B: If your organisation does not hold UKAS ISO/IEC 17025:2017, CREST accreditation or NCSC-Assured Services (CHECK) please detail via a PDF attachment of up to 4 sides of A4 (arial, font size 11, standard margins) on how you provide assurance of impartiality, technical competence, and traceability in your testing processes by provide detail against the following bullet points; Assurance Mechanism(s), Regulatory Alignment and Governance & Oversight: Assurance Mechanism(s): • Explain how these frameworks or schemes ensure impartiality, technical competence, and traceability in your testing processes. • Briefly describe how you maintain consistency and repeatability in testing outcomes (e.g. through documented procedures, equipment calibration, peer review). Regulatory Alignment: Describe how your testing methods and processes align with relevant UK regulatory requirements, including but not limited to: • The Product Security and Telecommunications Infrastructure (PSTI) • Regulations, and/or the Radio Equipment Directive (RED) (as retained in UK law). Governance & Oversight: • Outline any governance and quality-assurance mechanisms in place, such as: • Internal audits or management reviews, • External reviews or independent oversight, and	Pass / Fail
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	• Certified quality management systems (e.g. ISO 9001). • Describe how these mechanisms support continuous improvement and independent review of your testing processes.	
	Suppliers who submit a PDF attachment of their CREST or NCSC-Assured Services relevant accreditation schedule or official confirmation of assurance will Pass this question. Suppliers who demonstrate assurance of impartiality, technical competence, and traceability in their testing processes in line with the provided guidance will also Pass this question. Suppliers will Fail this question and will be excluded from further participation in the Procurement if they: • do not possess a relevant UKAS ISO/IEC 17025:2017 accreditation (or equivalent), • do not possess a CREST or NCSC-Assured Services (CHECK) accreditation, and • fail to demonstrate assurance of impartiality, technical competence, and traceability in their testing processes to the satisfaction of the Authority at its sole discretion.	
24.	Health and safety Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the Framework Contract (including risks from the use of contractors, where relevant). Please respond to this question via a PDF attachment using no more than 500 words.	Pass/Fail
	A Supplier will pass this question if the description demonstrates clear arrangements in place which manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). A Supplier will fail this question and will be excluded from further participation in the Procurement if it does not provide a response to this question or its description does not demonstrate clear arrangements in place which manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant).	
25.	Please confirm that you have a health and safety policy that complies with current legislative requirements. Note, a company with fewer than five employees is not legally required to have a written health and safety policy. If you are a company with fewer than five employees and do not have a health and safety policy that complies with current legislative requirements, please answer "N/A". Select "Yes", "No" or "N/A" against this question in the Portal. A Supplier will pass this question if it selects "Yes" or "N/A". A Supplier will fail this question and will be excluded from further participation in the Procurement if it selects "No".	Pass / Fail
Procurement Conflict of Interest (COI as defined in the Act)		

26.	Do you, any Associated Person or any Intended Subcontractor have an actual, perceived or potential Procurement Conflict of Interest with us or our advisers. A “Procurement Conflict of Interest” means a conflict of interest within the meaning of section 81 of the Act. For the avoidance of doubt, the following will be considered an actual, perceived or potential Procurement Conflict of Interest: • the appointment by you, an Associated Person or an Intended Subcontractor of a civil servant in the previous two years. • any staff currently seconded or that have been seconded into the civil service, by you, an Associated Person or any Intended Subcontractor in the previous two years.	Pass / Fail
	Select either “Yes” or “No” in response to this question in the Portal Where the Supplier selects “No”, it will pass this question and the Supplier does not need to respond to question 27. Where the Supplier selects “Yes”, question 27 will need responding to which will determine whether the Supplier receives a pass or a fail to this question. If you fail this question, you will be excluded from further participation in the Procurement.	

27.	Where you have responded “Yes” to the above question you must submit a conflict of interest statement containing the following information: a. A description of the actual, perceived or potential conflict of interest; b. The roles and responsibilities of the individuals who will manage the conflict of interest; c. Where the conflict of interest relates to staff currently seconded or that have been seconded into the civil service by you, an Associated Person or an Intended Subcontractor in the previous two years, the roles and responsibilities of the former civil servant, and whether they would be involved in the submission of the tender; d. The extent of any physical and managerial separation; e. Access to and protection of sensitive information relating to the tender, the Procurement, the ITT, and/or the conflict of interest; f. Any confidentiality/non-disclosure agreements put in place; g. Our rights of audit; h. Standards for integrity and fair dealing that you, the Associated Person or the Intended Subcontractor must adhere to; and i. Any other information which you consider relevant. Please upload response with the file name “[Insert Company Name]-PCOI”. A Supplier will pass this question where they submit a conflict of interest statement that mitigates the conflict of interest to the satisfaction of the Authority. A Supplier will fail this question and be excluded from further participation in the Procurement where they fail to submit a conflict of interest statement or where they fail to submit a conflict of interest statement that mitigates the conflict of interest to the satisfaction of the Authority.	Pass / Fail
28.	Not Used	
29.	Not Used	

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

30.	Please confirm if you intend to use a supply chain* for the relevant Contract or (if relevant) to deliver any call-off contract that may be awarded under this framework. If you answer “No” you do not need to complete questions 31 or 32. <i>*References to supply chain means suppliers or sub-contractors of any tier that execute any works, supply any products or provide any services that are used wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the contract.</i>	If you fail to respond to this question, you shall be excluded from further participation in the Procurement
Select “Yes” or “No” against this question in the Portal.		
31.	Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e. within your agreed contractual terms. If you answer “Yes” to this question you will pass this question. If you answer “No” to this question you will fail this question and will be excluded from further participation in the Procurement.	Pass / Fail
Select “Yes” or “No” against this question in the Portal.		
32.	Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively. If you answer “Yes” to this question, you will pass this question. If you answer “No” to this question you will fail this question and will be excluded from further participation in the Procurement.	Pass / Fail
Select “Yes” or “No” against this question in the Portal.		
33.	Not used	N/A
34.	Not used	N/A
	N/A	
35.	Not used	N/A
36.	Not used	N/A

37.	Not used	N/A
38.	Not used	N/A
39.	Not used	N/A
40.	Not used	N/A
41.	Not used	N/A
42.	Not used	N/A
Cyber Essentials (PPN 014)		
43.	Please confirm that you and any Intended Subcontractor have Cyber Essentials certification (or equivalent) in bidding for Lots 1 to 4, or Cyber Essentials Plus certification (or equivalent) if bidding for Lot 5, or confirm that you and any Intended Subcontractor will achieve the necessary certification (or equivalent) for all Lots that you are bidding for prior to Framework Contract commencement if awarded to the Framework Contract. If you answer “No” to this question or you fail to provide the Authority with sufficient information to satisfy the Authority that you can meet this requirement, you will be excluded from further participation in this Procurement	Pass / Fail
	(i) Please answer Yes or No via the Portal. (ii) Please upload your Cyber Essentials certificate or details of how you will achieve such certification (in 500 words or less) as a PDF attachment via the Portal.	

Confirmations		
44.	I confirm that: - to the best of my knowledge the answers submitted and information contained in response to this PSQ are complete, accurate and not misleading, including where AI has been used to form the response - upon request and without delay I will provide any additional information requested of us - I understand that the response to this PSQ will be used to assess whether our organisation is entitled to participate in, or continue to participate in, the Procurement - I understand that our organisation may be excluded from the Procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced the Authority's decision-making in the Procurement	Pass / Fail
Select "Yes" or "No" in response to this question in the Portal. If you answer "Yes" you will pass this question. If you answer "No" you will fail this question and will be excluded from further participation in the Procurement. In the supplementary question following, please upload a PDF attachment that confirms the above, along with your signature, date, name, role, phone number, email, and postal address of your organisation.		

Signed

Date

Name

Role

Phone
Number

Email

**Postal
Address**

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

Statement of non-canvassing

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

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

Statement of non-collusion

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

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

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

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

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

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

Signature	
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Name (print)	
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Position	
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Supplier name	
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Date	
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Appendix H: Commercially sensitive information

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

This Appendix is an optional element of your tender response. Suppliers who do not attach this Appendix as part of their response will be considered to have no commercially sensitive information.

I declare that I wish the following information to be designated as commercially sensitive:

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

The period of time for which it is considered this information should be exempt is:

Supplier to amend as appropriate [until award of Framework Contract OR during the period of the Framework Contract OR for a period of [number] years until [month], [year]].

Signature	
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Name (print)	
---------------------	--

Position	
-----------------	--

Supplier name	
----------------------	--

Date	
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Appendix I: Pricing Schedule

The Pricing Schedule may be downloaded via the Attachments section of the Portal from the folder titled “Appendix I – Pricing Schedule”.