ID624 – Major Works & Repairs Framework

Information and Instructions

Document 1

Information and Instructions to be read by all suppliers relating to the Conditions of Participation (Stage 1).

October 2026

Contents

1. Deadline for responding to this document 3
2. Introduction 3
3. Introduction to STAR Housing 4
4. Overview of STAR Housing's requirements 4
5. Preliminary market engagement 6
6. The Procurement process 6
7. Procurement timetable 10
8. Contract risks 11
9. Data room 11
10. How to respond to this opportunity 12
11. Requests for clarification 12
12. The assessment process and award criteria 14

Appendix A: Procurement terms and conditions 27

Appendix B: The Contracting Authority's detailed requirement 35

Appendix C: See Document 2 - Economic and Financial Standing 35

Appendix D: Glossary 35

Appendix E: Volumes 37

1. Deadline for responding to this document

1.1. The deadline for responding to this conditions of participation is as set out in the Procurement timetable at Section 7 of this document.

2. Introduction

2.1. This Procurement is being conducted in accordance with the Procurement Act 2023 using the Competitive Flexible Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.

2.2. The Contracting Authority shall conduct this procurement in accordance with the procurement objectives set out in section 12 of the Procurement Act 2023, including delivering value for money, maximising public benefit, acting with integrity and sharing information for the purpose of allowing suppliers and others to understand the authority's procurement policies and decisions.

2.3. This document has been prepared to assist Suppliers in deciding whether to submit a Conditions of Participation. **Please read this document carefully, as failure to comply with this document may result in exclusion from participating any further in the Procurement process and/or the rejection of any submission.**

2.4. The Contracting Authority reserves the right at its absolute discretion to amend, suspend, cancel, abandon or re-run the procurement process, amend procurement documentation, vary procurement timescales, seek clarification, verify information provided, reject incomplete or non-compliant submissions and disqualify any Supplier where false, misleading or materially inaccurate information has been provided.

2.5. Where the Contracting Authority exercises this right, it shall republish the Tender Notice (where required under the Act) and issue an updated version of this document to Suppliers together with any associated Procurement documents.

2.6. The Contracting Authority confirms that prior to making any non-substantial updates it shall consider revising applicable deadlines as set out in the Procurement timetable at Section 7 of this document.

No obligation to Award

2.7. Nothing in this Procurement, the Tender Notice or the Procurement Documents commits the Contracting Authority to award a Framework Agreement, any Contract or any Lot. The Contracting Authority reserves the right not to award one or more Lots, to award fewer Lots than advertised, or not to award any Framework Agreement or Contract arising from this Procurement where it considers it appropriate to do so.

2.8. **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**

2.9. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix D.

2.10. All references to a 'section' are to a section in the Act unless otherwise stated.

2.11. All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex of this document unless otherwise stated.

2.12. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

3. Introduction to STAR Housing

3.1. At Shropshire Towns and Rural Housing (STAR Housing), we pride ourselves on delivering affordable and comfortable homes to our residents. Established as an Arm's Length Management Organisation (ALMO) in 2013, we manage over 4,000 homes on behalf of Shropshire Council. Our homes comprise of houses, flats, bungalows, specialist accommodation for young people and supported living communities in the north and south of Shropshire.

3.2. As an organisation, we believe that our core values drive our everyday actions, and this reflects in our goal to meet local affordable housing needs by creating quality homes and delivering exceptional services. We have a professional team of trade's staff who are committed to delivering excellent repairs and maintenance services to our customers. We see ourselves as more than just a housing association, we are an active member of the community that seeks to make a positive impact in the lives of our customers. Having active projects such as our Community Chest fund and community project fund which helps us to improve our neighbourhoods.

3.3. You can find further information on our latest activities and strategy at our website.

4. Overview of STAR Housing's requirements

About this Procurement

4.1. The Contracting authority is procuring a framework for major works and repairs to be delivered across its housing portfolio. The scope of works will include a range of planned works and repairs typically associated with the maintenance and improvement of residential housing stock.

4.2. Services will be delivered across the contracting authority portfolio and may include works undertaken within occupied residential properties, communal areas and external building fabric. Suppliers must demonstrate experience in similar settings and adhere to standards for confidentiality, safeguarding and health & safety.

4.3. To assist you with deciding whether to apply for this opportunity, GBS Procure has created a guidance document entitled, "A practical guide to public sector tendering", which can be accessed by clicking on the above link.

Lots

4.4. The contracting Authority has considered whether the Works could reasonably be supplied under more than one contract and whether such contract could appropriately be awarded by reference to lots in accordance with section 18(1) of the PA 2023. Following this assessment, the Contracting Authority confirms that the Procurement will be structured as follows:

Lot	Requirement	Location
1a	Electrical	All Areas
1b	Mechanical	All Areas
2	Major Works & Major Voids	All Areas
3	Healthy Homes	All Areas
4	Drainage	All Areas
5	Pest Clearance	All Areas
6	Tree Works	All Areas
7	Scaffolding	All Areas
8a	Waste Management	North Central Area – Oswestry & surrounding area
8b	Waste Management	South Central Area – Bridgnorth & surrounding area
8c	Waste Management	All Areas

Restriction on Lot 2 and Lot 3 Awards

Suppliers may submit tenders for any number of Lots, provided they satisfy the relevant Conditions of Participation. STAR Housing will not award both Lot 2 – Major Works & Major Voids and Lot 3 – Healthy Homes to the same Supplier.

This restriction is intended to reduce concentration risk across STAR Housing's two principal property investment programmes, maintain independent delivery capacity and improve operational resilience.

Lot 2 will be awarded first. Where the successful Lot 2 Supplier has also submitted a tender for Lot 3, that Supplier will not be eligible for appointment to Lot 3. The available Lot 3 places will be offered to the highest-ranked eligible Suppliers in accordance with the published award criteria.

This restriction does not prevent Suppliers from submitting tenders for, or being awarded, other specialist Lots.

Estimated Total Values

4.5. The estimated total values on this contract are detailed in Appendix E.

4.6. The Contracting Authority gives no guarantee as to the volume, value or quantity of the Services that will be provided under any Contract awarded in connection with this Procurement. The Supplier may not claim for any loss of profit, loss of business or otherwise if the volume or timing of Works under any Contract awarded in connection with this Procurement is different in volume, scope, value or quantity than anticipated.

4.7. Whilst the Contracting Authority anticipates that funding levels in future years may remain broadly consistent with current allocations, any such funding is entirely subject to the availability of funds. For the avoidance of doubt, nothing in this procurement or any resulting contract shall be construed as a guarantee or commitment by the Contracting Authority as to the level, volume, value, or quantity of works to be instructed in future years.

Anticipated Duration (term) of the contract

4.8. The framework will be for four (4) years, and we anticipate the framework call-offs starting in May 2027.

4.9. For clarity, there will be no contract formed between the Supplier(s) and The Contracting Authority until a framework contract has been signed and a Call Off contract (e.g. a JCT MTC 2026) have been formally signed by the authorised signatories from all parties to the contract.

4.10. Resultant contracts called off under the framework agreement will be up to 5 years (Three years with the option to extend for a further two years, at the sole discretion of STAR Housing).

5. Preliminary market engagement

5.1. Prior to the publication of the Tender Notice, the Contracting Authority undertook preliminary market engagement with the aim of developing the Contracting Authority's requirements and approach to this Procurement. A **Preliminary Market Engagement Notice** ref: 20250827-000001 (2025/S 000-051642) was issued on 19th September 2025.

5.2. The Contracting Authority confirms it has taken steps to ensure that suppliers who participated in the preliminary market engagement are not put at an unfair advantage in this Procurement and competition in relation to the award of the Contract is not otherwise distorted.

6. The Procurement process

Procurement Process Overview

6.1. This Procurement is being conducted using the Competitive Flexible Procedure under Section 20 of the Act.

6.2. This Procurement consists of a three-stage process as follows:

a) Stage 1 – Conditions of Participation

b) Stage 2 – Invitation to Tender

c) Stage 3 – Interview

6.3. For Lot 2, an interview is a mandatory requirement, with up to the 3 highest scorers from Stage 2, following evaluation, being invited to a face-to-face interview.

6.4. For Lots 1a, 1b and Lots 3-8c, interviews are not mandatory and will be decided upon following evaluation of the tenders. These interviews are likely to be held via MS Teams and used to clarify information submitted by Suppliers within Stage 2.

6.5. The Contracting Authority requires ALL suppliers to first complete the Conditions of Participation Questionnaire (PSQ).

6.6. The Contracting Authority will evaluate each PSQ received using criteria described in this document.

6.7. The Contracting Authority intends to invite up to the five (5) highest scoring compliant Suppliers to participate in the Invitation to Tender stage for each Lot. The only exception is Lot 3, where STAR Housing will invite up to the seven (7) highest scoring compliant Suppliers to participate in the Invitation to tender. Where the score differential between the fifth ranked Supplier and the sixth ranked Supplier (7th & 8th for Lot 3), is two percentage points or less, the Contracting Authority reserves the right to also invite the sixth (8^{th} for Lot 3) ranked Supplier.

6.8. Suppliers are requested to read and follow the instructions detailed in this document and fully complete the PSQ and submit it electronically via ESourcing Data. Any points of clarification should be raised via ESourcing Data, messages section by the clarification deadline in the Procurement timetable in Section 7- Procurement Timetable of this document.

6.9. The Contracting Authority anticipates it will issue the Stage 2 – Invitation to tender to those successful suppliers as set out in this document.

6.10. The Contracting Authority will evaluate each PSQ submission received using criteria described in this document.

6.11. For clarity, Stage 1 of this procurement relates solely to assessment of Conditions of Participation, exclusion grounds, supplier capability and shortlisting. Those invited to tender will be assessed via the Most Advantageous Tender.

Costs of preparing submissions

6.12. The Contracting authority shall NOT under any circumstances be held liable for any costs, expenses and charges relating to or arising from the preparation of any PSQ, including (without limitation) the preparation of the documentation or attendance at

meetings. This provision shall apply even in a scenario where the Contracting Authority abandons the procurement process (in whole or in part) or excludes a Supplier.

Completing a PSQ Response

6.13. The "PSQ Documents" are all those documents associated with this procurement process, relevant to the Conditions of Participation stage. Suppliers should read all the documents to ensure that they understand the instructions for the Conditions of Participation stage before submitting a PSQ Response.

6.14. For the avoidance of doubt, the COP documents comprise:

Document 1	**Information and Instructions Document** (this document, which includes the process you need to follow to complete the CoP stage).
Document 2	**Procurement Specific Questionnaire (PSQ) – Stage 1 – Response Document -** which needs to be completed by all Suppliers.
Document 3	**Financial Information** – where a Supplier is unable to provide details of their turnover or where a CreditSafe report is not available.

6.15 To assist Suppliers in deciding whether to complete the Condition of Participation stage, we have also included *draft* documents from Stage 2 – Invitation to Tender which will be finalised for use at Stage 2 - Invitation to Tender. These documents are:

Document 2 (Draft)	**Term Brief** - Summarises the Framework's objectives, scope, service delivery model and principal contractual arrangements.
Document 3 (Draft)	**Preliminaries** - Sets out the general operational, administrative and contractual requirements that Suppliers must meet when delivering works.
Document 4 (Draft)	**Specification** - Defines the outcome based requirements, workmanship standards and expected outcomes for works and services delivered under the Framework.
Document 5 (Draft)	**Lot Descriptions** - Details the scope, eligibility requirements, appointment arrangements and key commercial information for each Lot.
Document 6 (Draft)	**Key Performance Indicators** - Defines the performance measures, targets and reporting requirements used to monitor Suppliers' delivery under each Lot.

6.16 No direct approach of any kind must be made regarding this requirement to any other person within or associated with the Contracting Authority. To ensure transparency in the process all correspondence must be raised through the Procurement Portal found at ESourcing Data (e-tendering system) using the 'Clarifications' function.

6.17 Suppliers are responsible for ensuring that they are fully familiar with the nature and extent of the requirements described in this requirement and should make use of the clarification process to raise any questions or queries on the requirements or otherwise. If so required, Suppliers must obtain for themselves, at their own expense, all other information necessary for the preparation of their submissions.

6.18 PSQ submissions must be fully completed and submitted strictly in accordance with all the instructions set out within these documents. It is essential that each Supplier answers all questions in the PSQ as required and that all information requested is submitted in full. Failure to do so may result in you being excluded from participating any further in the Procurement for non-compliance.

6.19 Suppliers' responses MUST NOT be conditional, varied or caveated.

6.20 All responses MUST be completed in English.

6.21 Suppliers must submit their responses to each of the quality questions (Method Statement Questions) in the PSQ Submission Document 2.

6.22 The Contracting Authority reserves the right to mark a Supplier down or exclude it from the procurement if its submissions contain any ambiguities, inconsistencies, errors, caveats, or otherwise lacks clarity.

6.23 Your response for all answers must be kept to the specified word limit per question (as detailed in each applicable document in Document 2 - PSQ.

6.24 No additional information in support of any response is permitted unless specifically requested. Attachments are permitted only where expressly requested in Document 2. Unrequested attachments will not be evaluated.

6.25 Suppliers must submit all documents in the form required and under no circumstances convert any Submission Documents into Portable Document Format ("pdf").

6.26 Suppliers must not include marketing materials with their Submission.

6.27 In submitting all documents, Suppliers should use:

- Legible Font Type (such as Arial or Calibri);
- Font Size 12.
- Font Colour Black; and
- Spacing which must be "one" or "single line spacing," as a minimum.

6.28 When submitting a Response, Suppliers are required to follow ALL the instructions in respect of each Response set out in Document 2 - PSQ.

Use of Artificial Intelligence (AI)

6.29 Suppliers may use Artificial Intelligence (AI) tools to assist in preparing their submission. However, Suppliers remain solely responsible for ensuring that all information submitted is accurate, complete, relevant to this Procurement, and complies with the requirements of the Procurement Documents. The Contracting

Authority may seek clarification or verification of any information submitted, irrespective of how it was prepared.

6.30 If any Supplier response does not satisfy any of the requirements set out in these documents, the response may be deemed to be a "non-compliant" and if so, the Supplier will be excluded from participating any further in the Procurement process.

6.31 The AI disclosure certificate is mandatory but not scored.

7 Procurement timetable

7.15 The timetable for the remainder of the Procurement is set out in the following table (the Procurement Timetable).

7.16 You have until **12:00hrs** on **Tuesday 3rd November 2026** ("Submission Deadline") to submit a Conditions of Participation Questionnaire (Stage 1).

7.17 Failure to meet this deadline will result in a Supplier's submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal.

7.18 The complete indicative timetable ("Timetable" for this procurement process is as follows:

7.19 Procurement Timetable

Date(s) and time(s)	Procurement activity
02/10/2026	Tender Notice published
28/10/2026	Question deadline for Suppliers ("Clarification Deadline") for PSQ – Stage 1. The Contracting Authority will have all responses back to Suppliers by 30/10/26.
03/11/2026 12:00	**PSQ – Stage 1 – Invitation to Participate - Submissions Deadline**
03/11/2026 to 18/11/2026	Assessment Period – PSQ - Stage 1
23/11/2026	The Contracting Authority notifies all Suppliers of those selected to submit a Stage 2 – Invitation to submit a tender and those not invited to submit a Stage 2 – Invitation to submit a tender.
27/11/2026	Launch Invitation to Tender (Stage 2)
07/01/2027	Question deadline for Suppliers ("Clarification Deadline"). The Contracting Authority will have all responses back to Suppliers by 12/01/2027.

Date(s) and time(s)	Procurement activity
18/01/2027 (12:00 Midday)	**Invitation to Tender (ITT) Submissions Deadline**
18/01/2027 to 09/02/2027	Assessment Period
10/02/2027 to 16/02/2027	Interviews (if required)
22/02/2027	Final Report & Recommendation
01/03/2027 to 02/04/2027	Leaseholder Consultation – Stage 2
06/04/2027	Assessment Summaries Issued
06/04/2027	Contract Award Notices Issued
16/04/2027	8 working day mandatory standstill period ends
23/04/2027	Framework and Contract Documents Issued
03/05/2027	Contract commences
19/05/2027	Service Provision commences
11/06//2027	Contract Details Notice Issued

7.20 Please note that the Contracting Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers and time limits revised where appropriate to do so.

8 Contract risks

8.15 While the Contracting Authority has projected the annual requirements and expenditures based on historical data, the Contracting Authority cannot guarantee future volume. Similarly, the Contracting Authority cannot ensure a consistent distribution of work throughout the Contract's duration.

9 Data room

9.15 All information relating to this procurement will be stored on ESourcing Data, in the documents section.

9.16 Should you encounter a technical issue with accessing the "Documents" in eSourcing Data please contact the named person from eSourcing Data.

10 How to respond to this opportunity

10.15 Suppliers must submit all documents electronically via the internet using the ESourcing Data e-procurement portal at https://esourcingdata.com/supplier-login

10.16 When submitting documents using ESourcing Data, Suppliers must upload their completed documents in accordance with the instructions contained in Document 1 (this document) and any on-screen instructions. All files uploaded to ESourcing Data must contain the Suppliers name as part of the file name and clearly indicate the contents of the file.

10.17 In eSourcing Data Suppliers will need to Accept the opportunity and go to Post-box/Notice Response List. You will need to select the project and click on “create” under Response action. This will allow you to start your response. This will involve you adding updated Document 2 – PSQ and if necessary, Document 3 – Financial Assessment to the portal.

10.18 Submissions cannot be accepted by the e-Procurement Portal after the Submission Deadline.

10.19 Supplier’s attention is drawn to the fact that if they are uploading a large file then the connection may be slow and therefore, they must allow sufficient time for the upload to complete. The speed with which documents are submitted is dependent upon the file size of the document in question. Suppliers must ensure that they allow sufficient time for the successful transmission of their electronic submission and should aim to complete uploading at a time significantly in advance of the deadline in case of system delays. The inclusion of graphics, logos, photographs, etc. considerably increases the size of electronic files and should be omitted wherever possible.

10.20 For all queries regarding the technical aspects of the eSourcing Data system (for example, problems uploading/viewing documents etc.) please contact info@esourcingdata.com in the first instance.

Governing Law and Jurisdiction

10.21 This document and any dispute concerning it (including non-contractual duties or claims) shall be governed by English law and subject to the jurisdiction of the English courts. Price and any financial data provided must be submitted in pounds sterling.

11 Requests for clarification

11.15 The following applies to submitting a PSQ response.

11.16 Any requests for clarification relating to this PSQ must be submitted via eSourcing Data, no later than the deadline in the Procurement Timetable (Section 7) to allow the Contracting Authority sufficient time to respond prior to the closing date for receipt of submissions. The Contracting Authority will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.

Communications outside of the portal may be disregarded and shall not form part of the procurement process.

11.17 The Contracting Authority reserves the right **not** to answer clarification questions received after the Clarification Deadline set out in the Timetable (Section 7) or submitted via any means other than the ESourcing Data. Please note that if any Supplier raises a clarification question after the Clarification Deadline and it is not answered, they will be considered to have submitted their tender submission based on the information available, and their clarification question will not give them any right to qualify their submissions or (if successful) the Contract. Where a Supplier claims such a right the Contracting Authority reserves the right to reject their submission.

11.18 If Suppliers identify a technical issue with eSourcing Data, they must notify the Contracting Authority of the details of the technical issue without delay via the following contact point at:

- **Email:** info@esourcingdata.com
- **Mobile:** 07936 561007
- **Response Time:** Within one working day

11.19 Where the Contracting Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will share with all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Contracting Authority's response, except for those deemed confidential as provided below.

11.20 If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Contracting Authority at the time of the submission of that clarification request. The Contracting Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.

11.21 In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Contracting Authority in the same manner as the original request or raise a new request to be treated as a non-confidential request for clarification.

11.22 It is the responsibility of each Supplier to monitor all clarifications issued by the Contracting Authority. The Contracting Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

11.23 The Contracting Authority shall ensure all Suppliers are treated equally and fairly throughout the procurement process. Any material information provided to one Supplier shall be shared with all Suppliers where relevant to maintaining a transparent and non-discriminatory procurement process.

12 The assessment process and award criteria

Introduction

12.1 All evaluation activity shall be undertaken in accordance with the published evaluation methodology and subject to moderation and governance procedures maintained by the Contracting Authority.

12.2 All Suppliers will be assessed by an Assessment Panel of the Contracting Authority's choosing and will comprise of officers from the Contracting Authority, who will assess each of the submissions in line with the specified assessment criteria.

Stage 1 – Conditions of Participation (PSQ)

12.3 This Procurement is being undertaken using a three-stage Competitive Flexible Procedure. This document relates solely to Stage 1 – Conditions of Participation (PSQ). All Suppliers wishing to be considered for appointment to the Framework Agreement must successfully complete this stage before they can be invited to participate in Stage 2 – Invitation to Tender (ITT) or Stage 3 - Interview.

12.4 Following the submission deadline, the Contracting Authority will assess each PSQ submission to determine whether the Supplier satisfies the Conditions of Participation and complies with the requirements of this Procurement.

12.5 During Stage 1 the Contracting Authority will:

- assess mandatory and discretionary exclusion grounds;
- assess the Conditions of Participation;
- assess all Pass/Fail requirements;
- assess the Supplier's economic and financial standing;
- assess the Supplier's technical and professional ability;
- score the project-specific questions contained within the PSQ.

12.6 Only Suppliers who satisfy the Conditions of Participation, pass all mandatory Pass/Fail requirements and submit a compliant PSQ response will be considered for shortlisting.

12.7 Compliant Suppliers will then be ranked according to their overall weighted score. The Contracting Authority intends to invite the five (5) highest scoring compliant Suppliers for each Lot to participate in Stage 2 – Invitation to Tender. Where the score difference between the fifth and sixth ranked Supplier is two percentage points or less, the Contracting Authority reserves the right to also invite the sixth ranked Supplier.

12.8 At the conclusion of Stage 1 all Suppliers will be notified in writing whether or not they have been shortlisted. Suppliers not invited to Stage 2 will receive a written explanation of the reasons why they have not progressed.

Conditions of Participation Assessment

12.9 Stage 1 commenced with the issuing of a Tender Notice and the publication of this document.

12.10 Document 2 is a Procurement Specific Questionnaire (PSQ) which all Suppliers are required to complete and return by no later than the deadline for submission set out in the Procurement Timetable and in accordance with the instructions within this document.

12.11 The Contracting Authority will use this stage to confirm that neither the Supplier, nor any related persons within its corporate group, associated persons relied on to meet the conditions of participation, or proposed sub-contractors are listed on the Cabinet Office debarment list. To the extent that any such entities are listed on the debarment list, the Contracting Authority will consider whether to exclude the Supplier from participating in the Procurement in accordance with its obligations under the Act.

12.12 Where an intended subcontractor is on the debarment list, STAR Housing will act in accordance with the Procurement Act 2023, including providing any applicable opportunity to replace that subcontractor before determining whether the Supplier must be excluded.

12.13 If as a consequence of this process the Contracting Authority excludes the Supplier from participating in the Procurement or is aware of an associated person or sub-contract having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit (PRU).

12.14 The Contracting Authority will also undertake a review of the completed PSQ with reference to any information held on the Central Digital Platform.

Assessment of 3 Contract Examples (case studies)

12.15 Where greater than five (5) Stage 1 – PSQ submissions are received, which meet the minimum criteria (i.e. pass all the pass/fail questions), the Contracting Authority will determine which Suppliers are the top 5 highest scoring Suppliers using the scored PSQ questions.

12.16 Responses to any conditions of participation will be assessed in accordance with the selection process and any selection criteria as set out in the Tender Notice, PSQ and described in this document. The assessment of these responses will identify the top highest scoring five (5) Suppliers, who have submitted a compliant Stage 1 – PSQ submission, to be invited to participate in Stage 2 – Invitation to submit a tender.

12.17 Suppliers must provide a minimum of two (2) and a maximum of three (3) contract examples that demonstrate their technical and professional ability to deliver the relevant Lot(s). The contract examples will be scored against 4 criteria as follows:

i. Economic and financial standing
ii. Accreditation (relevant to the lot applied for)
iii. Insurances
iv. Project specific scored questions (which are different for each Lot)

12.11 This scoring approach provides full transparency on how raw marks are converted into weighted scores and ensures that all Suppliers are assessed fairly, consistently, and in accordance with the published evaluation methodology. Suppliers are encouraged to structure their responses clearly against each section to maximise their opportunity to achieve the highest possible score.

12.12 In carrying out this assessment, the Contracting Authority will disregard any submission from a Supplier that does not satisfy the conditions of participation. The Contracting Authority may also disregard a submission:

a) from a Supplier that is not a United Kingdom Supplier or a treaty state Supplier or that intends to sub-contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or a treaty state Supplier; or

b) if the submission breaches a procedural requirement set out in the Tender Notice or associated Conditions of Participation documents; or

c) if the Supplier fails to achieve a score of 2 or more on any of the scored PSQ questions.

12.13 Stage 1 will complete with Suppliers being notified in writing of whether or not they have been successfully shortlisted to participate in Stage 2. Suppliers not invited to Stage 2 will be provided with a written explanation of the reasons why they have not been shortlisted to participate in Stage 2.

12.14 Suppliers must notify the Contracting Authority at the earliest opportunity if any information submitted in response to the PSQ changes during the Procurement.

12.15 Suppliers should note that the Contracting Authority reserves the right to carry out checks to ensure that a Supplier meets the Contracting Authority's conditions of participation at any stage in the Procurement. Please refer to the 'Supplier eligibility' provisions in Appendix A: Procurement terms and conditions.

The Assessment Panel

12.16 All Suppliers will be assessed by an Assessment Panel of the Contracting Authority's choosing and will comprise of officers from the Contracting Authority, who will assess each of the submissions in line with the specified assessment criteria.

12.17 The Contracting Authority reserves the right to substitute any member of the Assessment Panel at any time with an appropriate substitute during the Procurement should it be required.

12.18 Each member of the Assessment Panel will individually assess each PSQ submission and allocate a provisional score to the responses from each Supplier. The provisional scores for each question from each member of the Assessment Panel will then be moderated to agree a single score with all members of the Assessment Panel.

12.19 There will be a non-scoring moderator on the Assessment Panel, who will ensure that an accurate formal record of the Assessment Panel's scores and assessment of the strengths and weaknesses of each submission is prepared.

Consequences of misrepresentation

12.20 If you seriously misrepresent any information in your PSQ submission and so induce the Contracting Authority to enter a Contract, there may be significant consequences.

12.21 You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for

damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five (5) years.

Notes for completion

12.22 The 'Contracting Authority' means the Contracting Authority, or anyone acting on behalf of the Contracting Authority, that is seeking to invite suitable economic operators to participate in this procurement process.

12.23 'You' / 'Your' refers to the potential supplier completing this PSQ Response i.e. the legal entity responsible for the information provided. The term 'supplier' is intended to cover any economic operator as defined by the Act (referred to as the 'regulations') and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise ('VCSE'); Special Purpose Vehicle ('SPV'); or other form of entity.

12.24 Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

12.25 The Contracting Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent Contracting Authority or body where the Contracting Authority is under a legal or regulatory obligation to make such a disclosure.

Assessment Criteria

Stage 1 – Conditions of Participation Questionnaire

12.26 The Procurement Specific Questionnaire (PSQ) will be assessed as follows:

Part 1 – confirmation of core supplier information

12.27 The Supplier will pass if provides its unique identifier for the Central Digital Platform. If the Supplier does not provide its unique identifier for the Central Digital Platform, it will fail and be excluded from participating any further in the Procurement process.

Central Digital Platform (Find a Tender)

12.28 Suppliers should ensure that their organisation is registered on the Government's Central Digital Platform, which is provided through the Find a Tender service.

12.29 Suppliers who have not yet registered can access the service and official registration guidance at:

Find a Tender: www.gov.uk/find-tender

Supplier registration guidance: GOV.UK – *How to register your organisation and first administrator on Find a Tender in three easy steps*.

12.30 Suppliers should allow sufficient time to register their organisation, complete the required supplier information and ensure that the information held on the platform is accurate and up to date.

Part 2 – additional exclusions information

12.31 The Supplier will fail and be excluded from participating any further in the Procurement process if it is an excluded supplier or on the published 'debarment' list.

12.32 The Supplier will fail and be excluded from participating any further in the Procurement process if it is an excludable supplier and fails to demonstrate to the Contracting Authority's satisfaction that the circumstances giving rise to the application of an excludable exclusion ground are likely to occur again.

12.33 The Supplier confirms that any suppliers they are relying on to meet the Procurement's condition of participation are not an 'excludable supplier' or on the published 'debarment' list. The Supplier will fail and be excluded from participating any further in this Procurement process if it, after being given the opportunity to replace such supplier, fails to replace the 'excludable supplier' or the supplier who is on the published debarment list.

12.34 Where an intended subcontractor is on the debarment list, STAR Housing will act in accordance with the Procurement Act 2023, including providing any applicable opportunity to replace that subcontractor before determining whether the Supplier must be excluded.

Part 3 – conditions of participation

12.35 The overall top 5 highest scoring suppliers, after the application of Pass/Fail and Scored criteria will be taken forward to the Stage 2 – Invitation to Tender (ITT) for each Lot.

12.36 The sections making up this assessment are as follows:

Criteria	Maximum Score
Registered on CDP	**Pass/Fail**
Legal Capacity	**Pass/Fail**
Technical Ability – Health & Safety, Subcontractors, Modern Slavery	**Pass/Fail**
Guarantor	**Pass/Fail**
Economic & Financial Standing	

Minimum Financial Threshold (Lot Specific)	**Pass/Fail**
Financial Capacity (Credit Check)	**Pass/Fail**
Financial Capacity (Document 3 Assessment – Economic and Financial Standing)	**Pass/Fail**
Accreditation	
Minimum Mandatory Accreditation (Lot Specific)	**Pass/Fail**
Insurances	
Minimum Insurance requirements (Lot Specific)	**Pass/Fail**
Project specific scored questions	**Scored**

Legal Capacity

12.37 **Pass criteria***:* The Supplier will fail and be excluded from participating any further in the Procurement process if it ticks the "No" box or fails to respond to this question confirming that it has or will have in place by the award of the Contract, the human and technical resources to perform the Contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.

Technical Ability

Health & Safety

12.38 **Requirement:** Suppliers must demonstrate that they have appropriate health and safety management arrangements that are proportionate to the Lot(s) for which they are bidding.

Evidence Required: One of the following:

- A valid SSIP accreditation (e.g. CHAS, SafeContractor, Acclaim, Constructionline, SMAS or equivalent); or
- Alternative evidence demonstrating equivalent health and safety competence, such as a current Health & Safety policy, risk management procedures, evidence of competent H&S advice, accident statistics, training records, or other documentation requested by the Contracting Authority.

Pass: The Supplier provides either:

- a valid and current SSIP accreditation; or
- satisfactory alternative evidence demonstrating an equivalent standard of health and safety management appropriate to the Lot(s) being procured.

Fail: The Supplier fails to provide either:

- a valid and current SSIP accreditation; or
- satisfactory alternative evidence demonstrating an equivalent standard of health and safety management.

Failure to demonstrate appropriate health and safety competence may result in the Supplier being excluded from further participation in the procurement process.

Sub-Contractor Management

12.39 **Pass criteria:** Suppliers will pass if they confirm they do not intend to sub-contract a proportion of the contract or where they do intend to sub-contract a proportion of the contract, satisfactorily demonstrates how it has previously maintained healthy supply chains with sub-contractor(s) including the procedures to ensure performance of the contract. This includes clarity on whether the Supplier checks whether its subcontractors are financially stable and have met all their obligations to HMRC. Failure to do so will result in a fail and not participating any further in the Procurement.

Modern Slavery

12.40 **Pass criteria:** Suppliers must confirm if it meets the definition of "relevant commercial organisation", if so confirmation of confirming compliance with the annual reporting requirements contained within Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 along with confirming that a copy of the organisations relevant policy must be provided OR Supplier must confirm it does not meet the definition of "relevant commercial organisation" and provides a link to an equivalent statement. Failure to do so will result in a fail and not participating any further in the Procurement.

Guarantor

12.41 **Pass criteria:** The Supplier will fail and be excluded from participating any further in the Procurement process if it confirms it will be relying on another supplier to act as a guarantor but fails to provide the name and evidence of their economic and financial standing that meets the requirement for this Contract

Economic and Financial Standing

Minimum Financial Threshold (Lot Specific)

12.42 As part of its assessment, the Contracting Authority will assess whether the Supplier meets the minimum financial threshold (Turnover) specified for the Lot(s) for which it has submitted a tender. The minimum turnover requirement has been calculated by

dividing the estimated annual Lot value by either 35% (Lot 1a, Lot 2, Lot 3 & Lot 8a, b &c) or 40% (Lots 1b,4,5,6 &7), with the result rounded to a proportionate figure.

Pass:
The Supplier meets or exceeds the published minimum financial threshold (turnover) for the relevant Lot(s).

Conditional Pass:
The Supplier does not fully meet the published minimum financial threshold for the relevant Lot(s) but provides satisfactory evidence or assurance demonstrating that it has the financial capacity and resources to successfully perform the Contract. Such evidence may include, but is not limited to, a parent company guarantee, performance bond, financial support from a group company, additional financial information, or other evidence acceptable to the Contracting Authority.

Fail:
The Supplier does not meet the published minimum financial threshold (turnover) for the relevant Lot(s) and fails to provide satisfactory evidence or assurance demonstrating sufficient financial capacity to perform the Contract. In such circumstances, the Supplier may be excluded from further participation in respect of the relevant Lot(s).

Financial Capacity (Credit Check)

12.43 Credit Check: As part of its assessment the Contracting Authority will carry out a credit check using Creditsafe. The Pass Criteria is as follows:

Pass: The Supplier's credit rating is assessed as Low Risk or Very Low Risk.

Conditional Pass: The Supplier's credit rating is assessed as Moderate Risk, High Risk, or Very High Risk, but the Supplier provides satisfactory evidence or assurance demonstrating financial stability and the ability to perform the Contract.

Fail: The Supplier's credit rating is assessed as Moderate Risk, High Risk, or Very High Risk and the Supplier fails to provide satisfactory evidence or assurance regarding its financial position. In such cases, the Supplier may be excluded from further participation in the procurement process.

Financial Capacity (Document 3 Assessment – Economic and Financial Standing)

12.44 Where a Creditsafe report is not available, or audited accounts don't include turnover information, the Supplier will be required to complete Document 3 – Financial Assessment. The Contracting Authority will review the information provided to assess whether the Supplier demonstrates sufficient financial standing and stability to perform the Contract.

Pass: The Supplier's financial information demonstrates an overall satisfactory financial position, with no material concerns identified regarding its financial stability or ability to perform the Contract.

Conditional Pass: The Supplier's financial information identifies one or more areas of concern, such as losses, negative financial trends, low liquidity or negative tangible net

worth, but the Supplier provides satisfactory evidence, explanation or assurance demonstrating sufficient financial stability and capacity to perform the Contract.

Fail: The Supplier's financial information identifies significant concerns regarding its financial position, and the Supplier fails to provide satisfactory evidence, explanation or assurance demonstrating sufficient financial stability and capacity to perform the Contract. In such cases, the Supplier may be excluded from further participation in the procurement process.

Accreditation (Lot Specific)

12.45 As part of its assessment, the Contracting Authority will assess whether the Supplier holds the minimum accreditation requirements specified for the Lot(s) for which it has submitted a response.

Pass: The Supplier holds the minimum accreditation requirements specified for the relevant Lot(s).

Conditional Pass: The Supplier does not currently hold all of the minimum accreditation requirements specified for the relevant Lot(s) but provides satisfactory evidence demonstrating that it meets an equivalent standard, is in the process of obtaining the required accreditation, or can otherwise demonstrate compliance with the relevant requirements to the satisfaction of the Contracting Authority.

Fail: The Supplier does not hold the minimum accreditation requirements specified for the relevant Lot(s) and fails to provide satisfactory evidence demonstrating that it meets an equivalent standard or otherwise satisfies the Contracting Authority that it has the necessary competence and capability. In such circumstances, the Supplier may be excluded from further participation in respect of the relevant Lot(s).

The minimum accreditation requirements applicable to each Lot are set out in each Lot Schedule. Suppliers bidding for multiple Lots will be assessed against the accreditation requirements applicable to each Lot for which they submit a response.

Insurance (Lot Specific)

12.46 As part of its assessment, the Contracting Authority will assess whether the Supplier holds the minimum insurance requirements specified for the Lot(s) for which it has submitted a response.

Pass: The Supplier holds the minimum insurance requirements specified for the relevant Lot(s).

Conditional Pass: The Supplier does not currently hold the minimum insurance requirements specified for the relevant Lot(s) but provides satisfactory evidence demonstrating that the required insurance cover will be in place prior to Contract award or commencement of the Contract or provides other assurance acceptable to the Contracting Authority.

Fail: The Supplier does not hold the minimum insurance requirements specified for the relevant Lot(s) and fails to provide satisfactory evidence or assurance that the required insurance cover will be in place prior to Contract award or commencement of

the Contract. In such circumstances, the Supplier may be excluded from further participation in respect of the relevant Lot(s).

The minimum insurance requirements applicable to each Lot are set out in each schedule. Suppliers bidding for multiple Lots will be assessed against the insurance requirements applicable to each Lot for which they submit a tender.

Project Specific Scored Questions

Relevant Experience and Contract Examples

12.47 **Requirement***:* Suppliers must provide a minimum of two (2) and a maximum of three (3) contract examples that demonstrate their technical and professional ability to deliver the relevant Lot(s). Wherever possible, contract examples should have been completed or substantially delivered within the previous three (3) years. However, where this is not possible, the Contracting Authority may, at its discretion, accept older or ongoing contract examples where they are directly relevant to the Lot(s) and demonstrate the Supplier's current technical capability, experience and capacity.

12.48 Suppliers are encouraged to submit three contract examples where possible. Where only two examples are submitted, these will be evaluated without penalty, provided they demonstrate sufficient relevant experience and capability.

Each contract example must meet or exceed the minimum contract value and experience requirements specified for the relevant Lot(s).

Evidence Required:

For each contract example, Suppliers must provide:

- Client organisation name;
- Supplier name;
- Customer contact name;
- Customer contact position;
- Customer contact email address;
- Contract description (maximum 500 words);
- Contract start date;
- Contract completion date (or current status if ongoing); and
- Estimated contract value.

Suppliers should clearly demonstrate experience relevant to the Lot(s) being applied for, including any specific technical, operational or regulatory requirements identified within the relevant Lot Specification.

Scoring: Each contract example will be scored out of 100 marks. Where three examples are submitted, the Contracting Authority will score all three and use the best two scoring contract examples to calculate the Supplier's overall Relevant Experience score.

Where only two examples are submitted, both examples will be scored and used. Suppliers submitting fewer than two contract examples may fail to demonstrate the minimum technical and professional ability required. In such circumstances, the Supplier may be excluded from further participation in respect of the relevant Lot(s).

This section will be divided into 4 sections as follows:

Section No	Requirement	Percentage
1	Technical Approach and Methodology	30%
2	Relevant Experience and Track Record	25%
3	Health, Safety & Compliance	25%
4	Customer Service & Social Value	20%

The scoring table for the questions is as follows:

Score	Assessment Criteria
O Marks	No response or irrelevant.
1 Mark	Significantly fails to meet the Contracting Authority's technical and professional ability requirements to provide the services required for the Contract.
2 Marks	Meets some of the Contracting Authority's technical and professional ability requirements to provide the services required for the Contract but with significant weaknesses or omissions.
3 marks	Meets most of the Contracting Authority's technical and professional ability requirements to provide the services required for the Contract with only a few minor weaknesses or omissions.
4 Marks	Meets nearly all the Contracting Authority's technical and professional ability requirements to provide the services required for the Contract with hardly any weaknesses or omissions.
5 Marks	Fully meets all the Contracting Authority's technical and professional ability requirements to provide the services required for the Contract with no weaknesses or omissions.

We recommend that you include the above Requirement headings in your response, and that you answer each section, being clear on the weightings attached to each criteria. You must not provide any additional evidence as an attachment. We will only score the 500 words and discount any additional words or attachments. This is to ensure fairness to all Suppliers who have adhered to the instructions.

Higher marks will be awarded to Suppliers who provide both qualitative and quantitative evidence to support their responses. This should include measurable

outcomes, clear benefits delivered, and relevant examples that demonstrate how these results were achieved.

Where Suppliers receive the same score and are ranked joint fifth (5) highest scoring, or the difference in score between 5th and 6th place is considered marginal (within 2% of the 5th placed Supplier) the Contracting Authority reserves the right, at its sole discretion to also invite the sixth (6th) highest-scoring Supplier. The exception to this is Lot 3, where up to 7 Suppliers will be invited to Interview. Based on the above explanation, in this Lot, 8 Suppliers may be invited through to Interview if they are within 2% of the 7th placed Suppler.

For the Conditions of Participation stage, Suppliers are required to provide up to 3 three case studies, and each case study carries a **maximum of 100 marks**. The total available marks across, based on the two highest scoring case studies is therefore **200**. Each case study is divided into **four sections**, with the following percentage weightings applied to the section scores for the CoP stage:

- **Section 1:** 30% of the case study score (maximum 30 marks)
- **Section 2:** 25% of the case study score (maximum 25 marks)
- **Section 3:** 25% of the case study score (maximum 25 marks)
- **Section 4:** 20% of the case study score (maximum 20 marks)

Evaluators will award a **raw mark from 0 to 5** for each section based on the quality, relevance, and completeness of the information provided. These raw marks are then converted proportionally into the section's weighted score according to the section percentage. The calculation is as follows:

Section Score = (Raw Mark ÷ 5) × Maximum Section Marks

The four section scores are then added together to produce the total score for the case study (maximum 100 marks). The same process is applied to all the case studies provided (up to 3), and the total marks across the top two case studies give the final overall score out of **200**.

Below is an example showing how a case study is scored when the evaluator awards raw marks of **4, 3, 5, and 2** for its four sections.

Consultancy - Response 1		Weight (%)	Score (0 - 5)	Weighted Score (%)	Max Score	Weighted Score (%)
Technical Approach and Methodology	100.00	30	4	24	5	30
Relevant experience and Track Record		25	4	20	5	25
Health, Safety & Compliance		25	3	15	5	25
Customer Service & Social value		20	4	16	5	20
				75		**100**
Consultancy - Response 2		Weight (%)	Score (0 - 5)	Weighted Score (%)	Max Score	Weighted Score (%)
Technical Approach and Methodology	100.00	30	3	18	5	30
Relevant experience and Track Record		25	4	20	5	25
Health, Safety & Compliance		25	3	15	5	25
Customer Service & Social value		20	5	20	5	20
				73		**100**
Consultancy - Response 3		Weight (%)	Score (0 - 5)	Weighted Score (%)	Max Score	Weighted Score (%)
Technical Approach and Methodology	100.00	30	4	24	5	30
Relevant experience and Track Record		25	4	20	5	25
Health, Safety & Compliance		25	3	15	5	25
Customer Service & Social value		20	4	16	5	20
				75		**100**
Total Score	**300**			**223**		**300**

Overall Score (All Three Case Studies): 75 + 73 + 75 = **223 out of 300 (74%)**

Overall Score (Best Two Scoring examples): 75 + 75 = **150 out of 200 (75%)**

Pass: The Supplier achieves an overall weighted score of **60% or more**, based on its best two scoring contract examples (or both examples where only two are submitted).

Fail: The Supplier achieves an overall weighted score of **less than 60%**, based on its best two scoring contract examples (or both examples where only two are submitted).

Appendix A: Procurement terms and conditions

Procedural requirements

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

Central Digital Platform

2. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Contracting 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.

Transparency

3. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Contracting Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Contracting Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).

4. Where required, the Contracting Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Contracting Authority for the specific purpose of assessing or assisting the Contracting Authority in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

Modifying the Procurement

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

6. The Contracting Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.

7. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Contracting

Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.

8. The Contracting Authority reserves the right at any time:

    a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A

    b. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected

    c. to alter the Procurement Timetable for this Procurement

    d. to rewind and re-run any part of the Procurement on the same or alternative basis

    e. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage

Option to direct award

9. The Contracting Authority may switch to a direct award in the following circumstances.

    a. The authority has invited suppliers to submit tenders as part of, or request to participate in, a competitive tendering procedure in respect of the contract, it has not received any suitable tenders or requests in response, and

    b. It considers that award under the Act, section 19 (Award of public contracts following a competitive tendering procedure) is not possible in the circumstances.

Confidentiality and publicity

10. Save to the extent made publicly available by the Contracting Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Contracting Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Contracting Authority) to keep such information confidential.

11. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Contracting Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

Freedom of information and environmental information

12. Although the Contracting Authority is not currently bound by the FOIA legislation, information in relation to the tender may be made available on demand in accordance with the requirements of the FOIA legislation, or any other legislation that may impose similar obligations on the Buyer during the contract period (e.g. in relation to Social Tenant Access to Information Requirements (STAIRs) or similar).

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

    a. clearly identify which information is considered commercially sensitive and complete the table contained within Appendix H

    b. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive

14. The Contracting Authority will endeavour to:

    a. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive

    b. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received

    c. explain the potential implications of disclosure of such information

15. Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Contracting 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 Contracting Authority will be obliged to disclose that information in response to a request. Accordingly, the Contracting Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

Requirements on sub-contractors and consortium

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

17. In addition, the Contracting authority requires suppliers bidding as a Consortium to provide details of the principal party and the group of suppliers. Submitted

information must include level of reliance and the service category for each member of the group, and where relevant fulfil the requirement of the assessment criteria.

Parent company guarantee or other securities

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

Non-collusion, non-canvassing

21. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Contracting Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.

22. Specifically, Suppliers must not directly or indirectly at any time:
    a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance
    b. enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission
    c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
    d. canvass any employees, members or agents of the Contracting Authority in relation to this Procurement

e. attempt to obtain information from any of the employees, members or agents of the Contracting Authority or their advisors concerning another Supplier or submission

f. carry out any other co-operation or collusion with another Supplier or any other person which the Contracting Authority considers capable of undermining fair competition

Conflicts of interest

23. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Contracting Authority or its advisers. Suppliers must disclose any actual, potential or perceived conflict of interest which may arise in relation to this procurement immediately upon becoming aware of such conflict.

24. In the event of any actual, potential or perceived conflict of interest, the Contracting Authority shall in its absolute discretion decide on the appropriate course of action. The Contracting Authority reserves the right to:

    a. exclude any Supplier that fails to notify the Contracting Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists

    b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Contracting Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process

25. The Contracting Authority strongly encourages Suppliers to contact the Contracting Authority as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Conflict assessments

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

Intellectual property

27. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Contracting Authority and/or its advisers in this Procurement, in whatever format, belong to the Contracting 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 Contracting Authority. All documentation supplied by the Contracting Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

Anti-competitive behaviour

28. Suppliers are reminded of their obligations under applicable competition laws. The Contracting 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.

29. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Contracting 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 Contracting Authority and the Serious Fraud Office.

30. 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 Contracting Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Contract

31. A tender submission is an offer to enter a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Contracting Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.

32. The Supplier's tender submission must remain valid for acceptance for a period of 6 (Six) months from the date of its submission or until any procurement challenge/s have been resolved.

Supplier withdrawal

33. Suppliers may withdraw from the Procurement at any time before the tender submission deadline by providing written notification to the Contracting Authority via the ESourcing Data Portal.

Modifying your tender

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

Supplier eligibility

35. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents always apply to the Procurement.
36. The Contracting Authority reserves the right to require any Supplier to provide such further information as the Contracting Authority may require (and for the avoidance of doubt, the Contracting Authority may make multiple requests) as to any issue addressed in the Procurement Specific Questionnaire (PSQ), including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
37. The Contracting Authority must be notified in writing via the Portal promptly of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract so that the Contracting 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 Contracting Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

Supplier warranties

38. In responding to this invitation, the Supplier warrants, represents and undertakes to the Contracting Authority that:

    a. it understands and has complied with the conditions set out in this document

    b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Contracting Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true,

complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document

c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Contracting Authority (with the exception of any information which is expressly warranted by the Contracting Authority)

d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Contracting Authority

39. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

a. the Contracting Authority may exclude the Supplier from participating in this Procurement Supplier may be excluded from bidding for contracts

b. under Schedule 7, Paragraph 13 of the Act

c. the Contracting Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages

d. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

Third parties

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

Applicable Law

46. The law of England is applicable to this Procurement.

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

Appendix B: The Contracting Authority's detailed requirement

Please see Document 2 - Specification for further information on the requirements.

Appendix C: See Document 2 - Economic and Financial Standing

Appendix D: Glossary

Defined term	Definition
Accreditation	Means the minimum accreditation required for the Lot applied for as detailed in the PSQ.
Act	means the Procurement Act 2023.
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Contracting Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
Call-Off Contract	means an individual contract awarded by the Contracting Authority to an appointed Supplier under the Framework for the delivery of Works, incorporating the JCT Measured Term Contract 2024 (JCT MTC 2024), as amended and supplemented by the relevant Call-Off Documents and the terms of the Framework.
Contracting Authority	means Shropshire Towns and Rural Housing Limited (STAR Housing)
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Competitive Flexible Procedure	means the Competitive Flexible procedure as defined by section 20 of the Act.
Framework	means the overarching contractual arrangement established by STAR Housing following completion of the procurement process, under which successful Suppliers are appointed to one or more Lots and through which STAR Housing may award Call-Off Contracts for Works during the Framework

Defined term	Definition
	Term, in accordance with the applicable award procedure for the relevant Lot.
Key Performance Indicators or KPIs	means the key performance indicators (KPIs) set out in the *draft* ITT document, Document 6.
Portal	means the eSourcing Data portal used by the Contracting Authority for the purposes of this Procurement and which can be accessed here: https://www.eSourcing Data.co.uk/.
Pre Market Engagement (PME)	Means the PME document published with reference 2025/S 000-051642 published on 19th September 2025 on the Central Digital Platform.
Procurement	This Competitive Flexible procurement process.
Procurement Timetable	The timetable for this Procurement as set out in this document.
Service Levels	means the service levels set out in the *draft* ITT documents: Document 2 – Term Brief Document 3 – Preliminaries Document 4 – Specification Document 5 - Lot Descriptions Document 6 – Key Performance Indicators
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement
Tender Notice	means the tender notice with reference [2026/S 000-00000] published on [Update] on the Central Digital Platform.

Appendix E: Volumes

Whilst volumes cannot be guaranteed, the estimated volumes for 27/28 onwards are as follows:

Major Works & Repairs Framework (ID624) - Lot Structure & Budget Allocation

Lot 1 - Mechanical and Electrical - Planned	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Total Contract Value**
Lot 1a - Electrical	£460,000.00	£460,000.00	£460,000.00	£460,000.00	£1,840,000.00
Lot 1b - Mechanical	£521,000.00	£521,000.00	£521,000.00	£521,000.00	£2,084,000.00
Lot 1 - Totals	**£981,000.00**	**£981,000.00**	**£981,000.00**	**£981,000.00**	**£3,924,000.00**

Lot 2 - Major Works and Major Voids	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Total Contract Value**
Kitchens	£2,000,000.00	£2,000,000.00	£2,000,000.00	£2,000,000.00	£8,000,000.00
Bathrooms	£700,000.00	£700,000.00	£700,000.00	£700,000.00	£2,800,000.00
Roofing	£70,000.00	£70,000.00	£70,000.00	£70,000.00	£280,000.00
Block & Communal Refresh - 7 blocks per year X 130K	£2,000,000.00	£2,000,000.00	£2,000,000.00	£2,000,000.00	£8,000,000.00
	£4,770,000.00	**£4,770,000.00**	**£4,770,000.00**	**£4,770,000.00**	**£19,080,000.00**

Lot 3 - Healthy Homes	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Total Contract Value**
adapatations	£400,000.00	£400,000.00	£400,000.00	£400,000.00	£1,600,000.00
Damp & Mould	£450,000.00	£450,000.00	£450,000.00	£450,000.00	£1,800,000.00
Invetsment Voids	£500,000.00	£500,000.00	£500,000.00	£500,000.00	£2,000,000.00
Phase 2 awabs	£400,000.00	£400,000.00	£400,000.00	£400,000.00	£1,600,000.00
	£1,750,000.00	**£1,750,000.00**	**£1,750,000.00**	**£1,750,000.00**	**£7,000,000.00**

	Year 1	**Year 2**	**Year 3**	**Year 4**	**Total Contract Value**
Lot 4 - Drainage	**£40,744.23**	**£41,966.55**	**£43,225.55**	**£44,522.31**	**£170,458.64**
Lot 5 - Pest Clearance	**£12,000.00**	**£12,360.00**	**£12,730.80**	**£13,112.72**	**£50,203.52**
Lot 6 - Tree Works	**£80,340.00**	**£82,750.20**	**£85,232.71**	**£87,789.69**	**£336,112.59**
Lot 7 - Scaffolding	**£145,000.00**	**£149,350.00**	**£153,830.50**	**£158,445.42**	**£606,625.92**

Lot 8 - Waste Management	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Total Contract Value**
8a - North Central Area - Oswestry & Surrounding Area	£37,852.50	£38,988.08	£40,157.72	£41,362.45	£158,360.74
8b - South Central Area - Bridgnorth and Surrounding Area	£37,852.50	£38,988.08	£40,157.72	£41,362.45	£158,360.74
8c - All Areas	**£75,705.00**	**£77,976.15**	**£80,315.43**	**£82,724.90**	**£316,721.48**

Major Works & Repairs Framework - Total Value	**£7,854,789.23**	**£7,865,402.90**	**£7,876,334.99**	**£7,887,595.04**	**£31,484,122.15**