07 August 2015

Dear Sir or Madam:

**Invitation to Tender: Fulfilling Lives: HeadStart – Phase 3 Partnership Strategy Development (BIG001-0635)**

You are invited by the Big Lottery Fund, to tender for the above referenced Contract. Our requirements are contained in this ITT document.

The Contract Terms and Conditions that you will be required to sign up to are the **S43 contract terms and conditions** available to view at this link: <http://www.biglotteryfund.org.uk/index/about-uk/procurement_portal.htm>.

**The Preferred Bidder will not be permitted to enter into any negotiations on the terms of the Contract. Any attempt to negotiate amendments will breach the terms of this ITT and will result in the Preferred Bidder being excluded from the tender process. In such circumstances the Fund reserves the right to invite the next highest scoring Bidder to enter into the Contract.**

You must follow all the instructions set out in this Invitation to Tender when responding to it. The deadline for submission is **12.00 (Noon) on Monday 7 September 2015**. Failure to provide all information required will result in rejection of the tender.

Yours faithfully,

Elly De Decker

Head of Funding

**Big Lottery Fund**

Email: [elly.dedecker@biglotteryfund.org.uk](mailto:elly.dedecker@biglotteryfund.org.uk)

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# **SECTION ONE**

# **INSTRUCTIONS TO BIDDERS**

1. **General Information** 
   1. This is an invitation only. The Big Lottery Fund reserves the right to vary any or all parts of the information contained in the Invitation to Tender.
   2. The Big Lottery Fund intends to accept the tender which scores the most marks against the criteria set out below. The Big Lottery Fund at its sole discretion, reserves the right to accept or reject any tender. The Big Lottery Fund does not bind itself to accept the lowest priced or any tender and shall not be liable for any costs incurred in the production of your submission.
   3. The Big Lottery Fund reserves the right to change the timing or any other aspect of the procurement process or to cancel the procurement process at any stage or not to proceed with the procurement for any reason whatsoever without prior notice. Under no circumstances will the Big Lottery Fund or any of its advisers be liable for any costs or expenses incurred by Bidders and/or their members in this procurement.
   4. The Big Lottery Fund reserves the right not to disclose information that it feels would put them at a commercial or unacceptable contractual disadvantage.
   5. Tenders, all documents and all correspondence relating to the tender must be written in English.
2. **Tender Documents**
   1. Tenders shall be submitted in accordance with the following instructions.
   2. All pages of the tender shall be sequentially numbered (including any forms to be signed and returned).
   3. The bidder is expected to examine all of the instructions, forms, Contract and specifications that comprise the tender documents. Unless the bidder provides all of the information required the tender will be rejected. If you have any queries about the information that must be submitted then you must raise them prior to the tender deadline in accordance with 3 (clarification) below.
   4. All information issued in connection with the Invitation to Tender remain the property of the Big Lottery Fund and are to be used solely for the purpose of tendering.
   5. **The Preferred Bidder will not be permitted to enter into any post tender negotiations on the terms of the Contract. Any attempt to negotiate amendments will breach the terms of this ITT and will result in the Preferred Bidder being excluded from the tender process. In such circumstances the Fund reserves the right to invite** **the next highest** **scoring bidder to enter into the Contract.**
3. **Clarification**
   1. If you require clarification with respect to the contents of this ITT or this ITT process, please email [**procurement@biglotteryfund.org.uk**](mailto:procurement@biglotteryfund.org.uk)**.** Questions or requests for clarification must be submitted prior to the closing date for the submission of questions.
   2. The Big Lottery Fund will publish questions and responses (without identifying the author of the question) save where the Big Lottery Fund considers the question and response to be commercially sensitive. The Big Lottery Fund will upload responses to clarification questions on the following site regularly and it is bidder’s responsibility to review it regularly: <http://www.biglotteryfund.org.uk/index/about-uk/procurement_portal.htm>
4. **Schedule of Charges**
   1. Bidders shall complete Section Three, against each capitalised description, detailing a total and full cost for the service provision.
   2. The rates and or percentage charges entered in Section Three shall be deemed to include complete provision for full compliance with the requirements of the Contract.
   3. The rates and or percentage charges contained within Section Three are, unless otherwise expressly agreed between the parties, firm and fixed and will not be subject to any variation.
   4. The Charges must be quoted in pounds sterling and inclusive of VAT.
   5. The Big Lottery Fund reserves the right to discuss and agree with the Contractor a maximum sum for all expenses.
   6. **ANY ATTEMPT TO QUALIFY PRICING OR INCLUDE ASSUMPTIONS IN THE SCHEDULE OF CHARGES THAT YOU ARE REQUIRED TO SUBMIT WILL RESULT IN THE REJECTION OF YOUR TENDER.**
5. **Timetable**

The indicative timetable for the procurement is as follows:

| **Key Actions** | **Dates\*** |
| --- | --- |
| (Publish OJEU Notice and) Issue of Invitation to Tender | 7 August 2015 |
| Q&A session for interested bidders | w/c 17 August 2015  If you would like to attend the Q&A session please send an email to  [BC.EMST@biglotteryfund.org.uk](mailto:BC.EMST@biglotteryfund.org.uk)  by 17 August 2015. |
| Closing Date for Questions | 12.00 Noon, **31 August 2015**  The Fund will upload responses to clarification questions on this site regularly and it is bidder’s responsibility to review it regularly. <http://www.biglotteryfund.org.uk/index/about-uk/procurement_portal.htm> |
| Tender Return Deadline | **12.00 Noon, 7 September 2015.** |
| Initial review/evaluation tenders | W/C 7 September 2015. |
| Clarification meetings\*\* and identification of Preferred Bidder | W/C 14 September 2015 |
| Contract Award | W/C 21 September 2015 |
| Contract Work Commencement Date | October 2015. |

\*The Big Lottery Fund may vary these dates.

\*\*The Fund reserves the right to carry out clarifications via email or by inviting Bidders to a clarification meeting. In order to ensure that both the Fund’s and Bidder’s resources are used appropriately, the Fund will only invite the top two or three (depending on the closeness of scores) highest scoring bidders to attend a clarification meeting.

Scores will be moderated based on any clarifications provided during this meeting.

**Legal Documentation**

* 1. Achieving greater transparency of public sector procurement and contracting

Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money.

As part of the transparency agenda, Government has made the following commitments with regard to procurement and contracting:

* All new central government tender documents for contracts over £10,000 and Contracts over £10,000 to be published on a single website from September 2010, with this information to be made available to the public free of charge.

Bidders should be aware that if your organisation is awarded this contract, the resulting contract between you and the Big Lottery Fund will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

* 1. Bidders must complete and return all documents in Section 3
* Annex 1 Response to Tender and Evaluation Criteria
* Annex 2 Schedule of Charges
* Annex 3 Bidders Detail
* Annex 4 Form of Tender

Part 1 Declaration

* Annex 5

Part I: Transparency Requirements

Part II Parent Company Guarantee (where appropriate)

Part III: Regulation 57 (1) Declaration

Part IV: Regulation 57 (8) Declaration

Bidders shall notify The Big Lottery Fund of any errors, omissions or details contained within the documents, which precludes them from tendering for this service.

* 1. Where a group of companies are bidding jointly for this Contract, they will need to have in place a robust partnership agreement outlining the individual roles and responsibilities of each in relation to the delivery of the Contract. BIG will need to see a copy of this agreement as part of the tender process. When such consortium tenders are submitted, a lead bidder needs to be clearly identified as it will be with them that the Contract will be held and they will be the contractor and ultimately be accountable for its overall delivery.
  2. **Bidders are required to detail within their tender submission if it is their intention to sub contract any element of the services detailed in section 2, ‘Scope of Works’.**
  3. **NB: Bidders must declare any known or potential conflicts of interest.**

1. **Submission Of Tenders**
   1. **Bidders must submit** **an electronic copy of their tender submission in a zip folder to** [**procurement@biglotteryfund.org.uk**](mailto:procurement@biglotteryfund.org.uk)no later than **12.00 Noon on 7 September 2015.** The subject line should be as follows;

“**TENDER REF NO.** **BIG001-0635**”

Tenders received after that time will not be considered and it is your responsibility to ensure the tender is submitted in a zip file and that we have received it. If you do not submit the information in this way it may be too large for our email inbox and we will not receive it. Please ensure your emails are not larger than 7MB.

* 1. By submitting a tender, the bidder agrees to keep that tender open for acceptance by the Big Lottery Fund for **90** days following the closing date for submission of tenders.
  2. The Big Lottery Fund does not bind itself to award a contract or contracts and shall not be liable for any costs incurred in the production or submission of ITT. Under no circumstances will the Big Lottery Fund or any of its advisers be liable for any costs or expenses incurred by Bidders and/or their members in this procurement.

1. **Notification Of Award Of Contract**
   1. The issue of a signed Contract shall constitute the Big Lottery Fund’s acceptance of the tender.

# **SECTION TWO-SCOPE OF WORK**

1. **Introduction**

Big Lottery Fund (“**the Fund**”) is seeking a service provider or a consortium of service providers to provide support to the 12 grant holders (which are local area partnerships”) of its Fulfilling Lives: HeadStart programme (“**the programme**” or “**HeadStart**”). The grant holders are 12 partnerships in 12 different localities in England involving a combination of statutory and VCS organisations. The Fund is seeking to support these grant holders with the development of robust programme strategies, sustainability strategies, budgets and implementations plans which will be submitted to the Fund at the end of February 2016. The Fund will make decisions on further funding in phase 3 of the programme based (in part) on the strength of a partnerships’ programme strategy and plans.

Following Phase 3 funding decisions (likely to be in May 2016) the service provider will continue to support successful partnerships with the transition into implementation of their respective strategies. The service provider will also support unsuccessful partnerships (if any) to consolidate the learning and explore opportunities for a ‘partial’ continuation of their programmes.

Note - Throughout this ITT document such words as ***areas, grant holders, grant beneficiaries, partnerships*** are used interchangeably and mean the 12 partnerships which have received the funding from the Fund under its HeadStart investment for the initial projects (phase 2) as outlined above.

1. **Background**
   1. **Big Lottery Fund**

The Fund is a non-departmental public body sponsored by the Cabinet Office. We operate across all countries in the UK.

The Fund’s Mission and Values state that it is committed to bringing real improvements to communities, and to the lives of people most in need. To achieve this, we have three values that underpin all our work:

1. Making the best use of Lottery money
2. Using knowledge and evidence
3. Being supportive and helpful

Further details about the Fund, including our full mission and value statement are available on our website (www.the biglotteryfund.org.uk).

* 1. **Fulfilling Lives: HeadStart - introduction**

The Fund’s Fulfilling Lives: HeadStart programme aims to improve the *mental well-being*of at-risk 10 to 16 year-olds by investing up to £75m in up to 12 local partnerships to facilitate and support:

1. the implementation of a locally developed, cross-disciplinary, multi-layered and integrated prevention strategy, ***with the young person and their needs at its core***
2. the development of the necessary local conditions to enable that strategy to become sustainable in time
3. the development of a more robust evidence-base around ‘what works’ in the area of mental well-being to be pro-actively shared beyond HeadStart with the aim of contributing to the national and local policy debate

Our research indicates that for the programme to achieve its full potential, local implementation should adopt the following principles:

* Young people themselves are fully engaged in the design and delivery of services (co-production)
* Services are built on a young person’s strengths, rather than start by addressing weaknesses (asset-based approach)
* Partnerships implement a holistic approach that recognises the influence of the wider environment on a young person’s mental well-being and therefore does not only consider interventions aimed at those young people, but also considers the various adults in a young person’s life (including parents / carers in the home, teachers and other adults in school but also other professionals / practitioners from other services or volunteers in the community) and the environments in which young people and adults interact (e.g.; school environment)
* Affecting change will require a coming together of partners, across the statutory agencies but also involving the voluntary sector, all working together to ensure that young people receive the support they need, when they need it where they need it and in the way they need it, as informed by them

The Fund wants to test this approach and learn from its implementation over the long-term so that HeadStart can contribute to the debate about increased investment in adolescent mental health prevention.

The over-arching outcome the HeadStart programme seeks to achieve is to improve the mental well-being of at-risk young people. HeadStart is a prevention programme and, as such, the programme also seeks to explore the links between improved mental well-being and longer-term outcomes including:

1. Reduction in the onset of diagnosable mental health disorders

And

1. Improved transitions such as:
   * Improved engagements in school and improved academic attainment
   * Reduced engagement in ‘risky’ behaviour e.g.:
     + - Substance abuse
       - Criminality
       - Teenage pregnancy
   * Improved employability

Since the launch of HeadStart in November 2013, the Fund has been working with partnerships in 12 areas across England:

Birmingham

Blackpool

Cornwall

Cumbria

Kent

Kingston upon Hull

Knowsley

Lewisham

Middlesbrough

Newham

Southampton

Wolverhampton

Details about the partnerships in each area can be found on our website: <https://www.biglotteryfund.org.uk/headstart>

The HeadStart programme was conceived in 3 phases:

1. During Phase 1 of HeadStart, launched in November 2013, 12 local authorities were invited to put together a partnership and submit initial proposals for HeadStart in their local area
2. At the start of Phase 2 of Headstart the Fund, based on further development of these initial proposals, awarded each partnership a grant up to £500,000 for an initial project. These grants were initially meant to run from July 2014 to December 2015 and provide areas with the opportunity to test and learn from 'on the ground' delivery to inform their plans for a full project. In March 2015, however, the Fund decided to extend Phase 2 to July 2016 with additional funding of up to £5m to be awarded across the 12 partnerships. By extending Phase 2, the Fund recognised the complexity of the programme and wanted to ensure that the partnerships had sufficient time to learn from their initial implementation and as such be in a position to develop stronger strategies for submission to the Fund for consideration for further, longer-term and more substantial investment
3. At Phase 3 the Fund expects to make larger investments over 5 years to some or all of the 12 current partnerships. Decisions on Phase 3 funding will be made in May 2016, not using a competitive application process but rather looking at how partnerships demonstrate their compliance with a number of agreed criteria (“**the foundations**”). Only those partnerships who meet the foundations will receive further investment. Meeting these foundations would not guarantee success at this stage of the Programme but give the Fund confidence that some of the key building blocks of future success are in place. The foundations are:

|  |  |  |
| --- | --- | --- |
|  | ***Foundation*** | ***Detail*** |
| 1 | Confidence in the proposed programme | Robust programme strategy:   * Local translation of HS mission * Clarity on target population * Combination of robust interventions and approaches * Articulation of integrated client journey * Clarity of short, medium and long-term outcomes |
| 2 | Confidence in the leadership | * Strong and committed governance in place * Strong day-to-day management in place |
| 3 | Confidence in the sustainability of programme beyond the Big Lottery Fund | * An understanding of what long-term sustainability of HS at local level would require * Sustainability explicitly recognised in the design of the governance structure, the implementation plan and the budget |
| 4 | Confidence in the implementation | * Robust implementation plan for the first 18 months of the programme * Detailed budget based on clarity of available funding against current spend versus proposed programme spend * Basic delivery infrastructure in place |
| 5 | Confidence in the willingness / ability to engage | * Evidence of willingness and ability to engage with wide range of stakeholders: young people, community, other partnerships, external experts, Big Lottery Fund |

Each strategy is expected to build upon local assets, need and funding models, the Fund is therefore expecting different approaches from each of the 12 areas. For further details about the Fund’s vision for phase 3 of the programme, please see the Appendix 1 of this ITT.

* 1. **Phase 3 decision-making**

1. Timing

The funding currently committed to the partnerships ends in July 2016. To ensure that there is no gap in funding that could jeopardise the continuity of delivery and lead to loss of momentum, Phase 3 awards will be confirmed in advance of that date. We aim to confirm decisions in May 2016.

1. Decision-making process

Rather than a decision based on an application, Phase 3 decisions will be made based on the following:

1. On-going review of the progress of the individual partnerships against the foundations through:
   * + on-going engagement with the partnerships
     + presence in some of the key decision-making workshops within the partnerships (e.g.; programme strategy development)
2. A final review of the partnerships’ documentation on HeadStart Phase 3 (strategy, business plan, implementation plan, budget, governance documentation)
3. A final review of the strategy and leadership of the partnerships by England Committee (presentation, Q&A)

Decisions will be taken by the England Committee based on recommendations by the Fund’s HeadStart team, taking into account the input of expert advisors, in particular on the strengths and weaknesses of the programme strategies.

1. The Foundations

As mentioned previously, to assess the strengths and weaknesses of each of the partnerships, the Fund will use pre-defined foundations that the partnerships need to meet.

We will not be prescriptive on how the individual partnerships respond to these requirements. However, strong messages have been given to the partnerships about some key hypotheses we hold and we will engage with partnerships to understand the rationale behind the decisions they make, especially if these are not in line with our hypotheses (please refer to Appendix 2 of this ITT).

* 1. **Supporting the partnerships**

The Fund aims to provide support to the partnerships in the development of their Phase 3 plans and has put a number of resources in place to that effect:

1. Internal HeadStart team

The Fund has put in place a team of 4 Relationship Managers dedicated to the HeadStart programme and each with their own portfolio of 3 partnerships. The role of these Relationship Managers is to develop an in-depth understanding of the local partnerships, their local context, the key local stakeholders, early learning from Phase 2 delivery as well as their strategy and plans as they are being developed. They will formulate the recommendation to the Fund’s England committee on whether or not to continue to invest in individual partnerships.

Relationships Managers will be able to offer on-going feedback to partnerships on strengths against the foundations but also of areas requiring further development.

Relationships Managers will be the first port of call for partnerships in relation to any concerns / questions they have as they approach Phase 3 decisions. Relationship Managers will also work with the partnerships to coordinate any external support the Fund has contracted for the benefit of the partnerships.

1. Support and Development

The Fund currently has a Support and Development contract in place with Young Minds. This contract is focused on the provision of support to the partnerships in the technical aspect of this programme, including:

* + ‘What works’ in terms of young people’s mental well-being
  + Prevention versus early intervention
  + Ecologic approaches
  + System-change

Young Minds is providing support to the partnerships through 3 HeadStart Advisors, each with their own portfolio of partnerships, overseen by a technical lead and supported by the organisation’s Senior Management team.

Across the programme, Young Minds is also providing support on Young People engagement and advising on the digital aspect of young people’s mental well-being.

This contract has been in place since December 2014 and is due to finish in April 2016.

1. Phase 2 national evaluation

The Fund has procured a national evaluation of Phase 2 which is due to report back in September 2016. The aim of this national evaluation is to obtain some early learning from Phase 2 but mainly to pilot evaluation processes and techniques to inform the development of the Phase 3 national evaluation. This contract is being delivered by a consortium led by the Anna Freud Centre.

1. Additional support to be procured

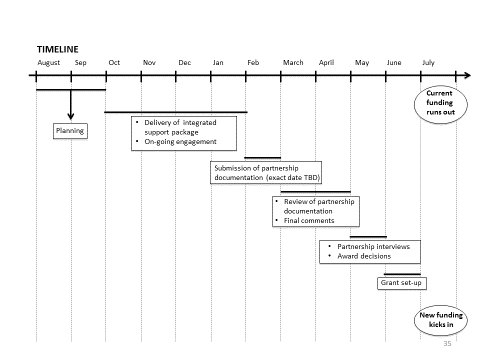
Given the decision-making process the Fund has adopted for Phase 3, the key challenge for the partnerships now is to develop sufficiently robust programme strategies that do justice to the Fund’s ambitions for the programme, and then translate these strategies into robust plans. As we aim to set the bar high for that requirement, the Fund now seeks to procure an additional contract to specifically support the partnerships through that process. This ITT is for the procurement of this contract.

1. Integrated package of support

The Fund seeks to ensure that all the support it procures for the partnerships is delivered in a way that is as helpful as possible to these partnerships. To that effect it aims to ensure that the support is aligned, as integrated as possible and well-coordinated. To achieve this the Fund will put in place the following:

* + Following the appointment of the service provider, all support contracts will be tightly managed by the HeadStart lead to ensure a coordinated approach between providers, in collaboration with the HeadStart Relationship Managers, so that an integrated package of support can be provided
  + The successful bidder for this contract will be required to work with the Fund’s current suppliers and fully share plans and information. The same requirement will be placed on the Fund’s existing support providers.

1. **The Requirements** 
   1. The support requirement can be split into three stages:
2. Stage 1 – Support to the 12 partnerships to develop their programme strategies, sustainability strategies, budgets and implementation plans. The support will be required between October 2015 and February 2016 as partnerships are required to submit their documentation by the end of February 2016 for decisions in May 2016. We envisage Stage 1 being the most intensive period of support over the course of the contract
3. Stage 2 – Provision of input into the decision-making process on Phase 3 investment building on understanding and knowledge of partnerships, between March and May 2016
4. Stage 3 – Support to the successful and unsuccessful partnerships to implement their programmes or to consolidate the learning and explore opportunities for a ‘partial’ continuation of their programmes. This support will be required after HeadStart Phase 3 award decisions in May 2016 and will be required until August 2016
   1. A timeline is provided below:



* 1. **Stage 1**

The service provider will support the 12 partnerships to develop their plans in order to meet the following three foundations:

1. The Fund has confidence in the proposed local programme

The confidence will be provided by a robust programme strategy that:

* is able to translate the HeadStart mission locally
* has a clear target population
* sets out short, medium and long-term outcomes
* combines robust interventions and approaches
* has a clearly articulated client journey

1. The Fund has confidence in the sustainability of the programme beyond the HeadStart funding

The confidence will be provided by a sustainability strategy that clearly sets out how the programme could continue to be funded beyond HeadStart and that:

* understands what long-term sustainability at the local level would require
* explicitly recognises sustainability in the design of the governance structure, the implementation plan and the budget

1. The Fund has confidence in the implementation of the programme

The confidence will be provided by:

* a robust implementation plan for the first 18 months of the programme
* a detailed budget based on clarity of available funding against current spend versus proposed programme spend
* having the basic delivery infrastructure in place

To support the partnerships to achieve this, we require the service provider to:

1. Facilitate a series of structured workshops for each of the partnerships individually to make decisions on the key components of a robust programme strategy:

* Mission
* Target population
* Outcomes
* Design of robust interventions and approaches
* Client journey

These workshops should be delivered through critical challenge and expert knowledge, holding partnerships to account for their approach and judgement behind plans. They should also:

* Support partnerships to use evidence and key learning from the delivery of their project to adapt and shape their project plans. This includes building on existing analysis of local needs, recognising phase 2 project successes and failures, and developing or adapting approaches accordingly
* Ensure partnerships utilise local, national and international evidence to maximise effectiveness of models and interventions

1. Provide on-going critique to the partnerships as they translate their strategies into detailed implementation plans and budgets over the 5 years of the funding (with more detail for the first 18 months). The Fund does not expect to provide the partnerships with detailed formats for those documents but will provide some headings to ensure some level of consistency across the partnerships. This includes:
   * Provide practical support and rigorously challenge the partnerships to strengthen their strategy
   * Support partnerships to identify future funding opportunities both locally and nationally that support short, medium and long-term outcomes of their HeadStart strategy; enabling each partnership to develop a robust sustainability strategy for planned and existing activities.
   * Facilitate partnerships in navigating barriers and maintaining momentum to deliver the ambitious system redesign and learning outcomes we are seeking to achieve through the investment

We envisage that each of the partnerships will require, in this phase, a minimum of 2 workshops, each preceded by a minimum of one preparation meeting with the partnership leadership, with appropriate follow-up in between the workshops. Once the workshops have taken place, we envisage at least one meeting a month, with preparation and de-brief, in the remaining months up till the end of February to support the finalisation of the strategy and the plans. The service provider should build in some capacity in its bid to provide, on a call off basis, some support in addition to this minimum.

**3.4 Stage 2**

Ahead of the Fund's decision making meeting in May 2016, the service provider will submit an overview, in writing and face to face, on each of the 12 partnerships. This will serve as input for consideration by the England Committee. The Fund will then select the partnerships which will receive Phase three (full project) funding.

**3.5 Stage 3**

Once the awards have been confirmed, the Service Provider will support the successful partnerships with the initial phases of the transition towards implementation to ensure a smooth progression from Phase 2 to Phase 3 delivery.

In the event that some partnerships have not been successful in obtaining further investment from HeadStart, the service provider will support them to consolidate the learning from Phase 2 and explore opportunities for ‘partial’ continuation of the service delivery.

We envisage that support during this phase will involve at least 2 meetings with each of the partnerships over the period, with preparation and de-brief. The service provider should build in some capacity in its bid to provide, on a call off basis, some support in addition to this minimum.

**Working with other support and development providers**

* 1. As mentioned above, the Fund is currently working with Young Minds to provide support to partnerships until April 2016 and The Anna Freud Centre on an evaluation of phase 2 of the HeadStart programme. The service provider will be required to work with the Fund’s existing service providers to ensure smooth and coherent delivery of support to grant holders.
  2. A contract to provide support to successful stage three grant holders from August 2016 until approximately August 2021 will be procured by the Fund separately in due course. To ensure a smooth transition for grant holders, all of the Fund’s service providers will be required to work collaboratively, share information and co-facilitate events as required by the Fund.
  3. The services set out in this document are the minimum requirements of the Fund which all bidders are required to meet. The Fund welcomes innovative approaches and suggestions from bidders on how the outcomes of the contract can be achieved.

1. **Consortiums**

We welcome consortium bids. Bidders should identify areas where it is considered that third parties (including sub-contractors) may be required to provide services. Bidders should identify all such third parties in their response along with details of their scope of involvement.

The Lead Bidder shall remain the point of contact for the Fund and problem resolution. The Fund shall enter into the contract with this Lead Bidder. The Lead Bidder will ensure that all terms and conditions of its agreement with the Fund flow through to the third party. The Lead Bidder shall ensure continuity of service in the event that the third party fails to perform.

1. **Monitoring performance**

5.1 The service provider will provide monthly progress report to the Fund at the end of each month detailing, as a minimum:

* + 1. An overview of the meetings held
    2. An overview of progress achieved by the partnerships
    3. An overview of progress against KPI’s (as detailed below)
    4. An overview of spent to date

5.2 The service provider will also be required to provide a **Final Report** to the Fund at the end of the contract. The structure of the report will be agreed with the Fund but in summary the report should set out:

* + 1. an executive summary of the Services;
    2. a copy of any products and resources produced as part of the Services;
    3. any outcomes of the Services;
    4. a copy of any media releases or coverage relating to the Services;
    5. details of any problems encountered by the Service Provider in conducting the Services and solutions (including timeframes) identified to overcome those problems;
    6. a review of any factors likely to affect the satisfactory completion of the delivery of the Services in accordance with the timetable or due dates; and
    7. any other information reasonably requested by the Fund.
  1. Key Performance Indicators (KPIs)

The Fund will monitor the performance of the services provider through key performance indicators (KPIs). The service provider must meet or exceed the following KPIs. Bidders must propose targets where required and may suggest additional KPIs to be agreed with the Fund as part of their bids.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Measure** | **KPI Target** | **Reporting Frequency** |
| 1 | The service provider meets all due dates which are detailed within the Contract (and Delivery Plan), and which are otherwise mutually agreed in writing, except where those deadlines and/or dates are identified as being material to the Contract within:   * 0 Working Day tolerance * 2 Working Day tolerance | 90%  100% | Monthly |
| 2 | Customer Service:  Queries from partnerships are responded to by the service provider within three working days | [Bidders to propose % target as part of solution] | Monthly |
| 3 | Partnership satisfaction levels with the support provided | [Bidders to propose appropriate measures and targets as part of solution] | Bi-monthly |

1. **Deliverables**

The Service Provider must provide the following deliverables to the Fund:

|  |  |
| --- | --- |
| **Action** | **Due date** |
| Inception meeting with Big Lottery Fund | Within 5 working days of the Contract Start Date. |
| Revised Delivery Plan for all services required for the Fund's approval, including Key Performance Indicators and invoicing schedule | Within 10 working days of the inception meeting |
| Progress Meetings | Monthly on dates to be agreed with the Fund |
| Delivery of strategy development workshops to 12 partnerships (including preparation and debriefs) | As set out in the approved Delivery Plan |
| Support to partnerships providing challenge and constructive critique of partnership plans | October 2015 – February 2016 |
| Report on the 12 partnerships ahead of decision making meeting | At least 15 working days before decision making meeting |
| Presenting an overview of the 12 partnerships at the decision making meeting | To be confirmed by the Fund during the contract |
| Support to successful partnerships | May 2016 – August 2016 |
| Support unsuccessful partnerships (if any) | May 2016 – August 2016 |
| Collaboration and other required meetings and assistance with other Fund’s service providers under the HeadStart investment. | October 2015 – October 2016 |
| Final report | October 2016 |

*\* The Fund reserve the right to amend this timetable where required. The deliverables set out above represent our minimum requirements. We encourage bidders to consider how they may provide additional and appropriate services to these within their overall tender* proposals.

1. Contract duration and total fees

The Contract is for a term from October 2015 until October 2016 (subject to the Fund’s right to terminate it earlier).

The value of the Contract for its duration will be up to a maximum of **£650,000** (including VAT and any associated expenses).

1. Communication and accountability

The Service Provider will maintain excellent communications with the Fund at all times ensuring that it is well informed, aware of issues and central to decision making in relation to progress. The successful bidder will:

* Identify a single named contact person as **Service and Contract Manager**. The designated person will carry prime responsibility for the successful delivery and implementation of services under this contract
* The Service and Contract Manager will liaise with and take instruction from the Fund’s Contract Manager.

# **SECTION THREE**

## **ANNEX 1**

**Response to Tender & Evaluation Criteria**

You are required to respond to **ALL** of the criteria below. To assist our evaluation of your tender submission, please ensure you clearly cross-refer your responses to the assigned numbers. Any relevant supporting tender documentation must also be clearly identifiable by a criteria number.

Initially we will evaluate your tender to see if you meet our **minimum PASS/FAIL CRITERIA** set out below.

**Bidders who do not pass all the Pass/Fail criteria (A-E) below will be excluded from further consideration in the competition (i.e. their tenders will not be evaluated further and will be excluded from the competition).**

**Pass/Fail Criteria**

|  |  |
| --- | --- |
| **Pass Fail Criteria A** | PASS/FAIL |
| Bidders are required to provide evidence which demonstrates their experience of successfully delivering similar contracts (similar in type, scale and complexity) and provide contact details of referees who can verify this information. In particular, please provide evidence of previous work to demonstrate your experience of:   * co-ordinating complex activity and facilitating discussion across diverse partners and stakeholders at strategic, managerial and practice levels; * providing analytical support to organisations delivering projects of similar type, scale and complexity to those in Phase 3 of HeadStart\*; and * constructively critiquing project plans and budgets in order to improve their robustness and viability   In your response, please confirm when each contract commenced and concluded, and its value. Please provide contact details for referees to support this experience. The referee should be prepared to speak to us to confirm the accuracy of the information provided.  \*Phase 3 of HeadStart is a 5 year programme targeting system change in mental wellbeing early prevention strategies. Each area is expected to develop a strategy amounting to between £6million and £10million.  Bidders may rely on the experience of organisations in its consortium in order to meet this requirement. |  |
| **Pass Fail Criteria B** |  |
| **Financial PASS/FAIL TEST (Where the bidder is a consortium, this test will be carried out on the lead organisation who the Fund will enter into a contract with and the lead organisation should submit the information requested below)**  Please submit copies of your annual accounts for the last two years. We will review these to ensure you have adequate financial standing to perform the services without putting the Fund at risk. Where we have concerns we may request further information/comfort from you. Where our concerns are not addressed you will be excluded from further participation in the tender process.  In order for us to carry out this assessment please provide copies of the last three years audited accounts and annual reports to include:   * Balance Sheet * Profit & Loss Account and Cost of Sales * Full notes to the accounts * Director’s report/auditor’s report   If you are unable to submit the information requested above because your organisation is below the threshold for which audited accounts are required, please submit the following documents instead:   * Balance Sheet * Profit and Loss Statement   If you are unable to submit the information requested above for the most recent financial year because such information is not yet audited, please submit management accounts for that period.  If you rely on the accounts and other financial information of your parent company please submit the parent company guarantee in the form stated in Part II of Annex 5 to this ITT. You may also rely on the financial statements of an organisation you are partnering with for the contract. |  |
| **Pass Fail Criteria C** |  |
| Bidder has submitted a complete tender that accords with every instruction and requirement set out in this ITT |  |
| **Pass Fail Criteria D** |  |
| Bidder has completed Parts III and IV of Annex 5 and confirmed none of the circumstances set out there in apply |  |
| **Pass/Fail Criteria E** |  |
| The Tender must not exceed £650,000 (including VAT and expenses) for meeting all Fund’s requirements specified in the ITT for support of all 12 of the Fund’s grant beneficiaries and other associated services during the Contract term. Tenders that exceed this will be considered unaffordable and will be excluded from further consideration in the tender process |  |

I**f you pass all of the pass/fail criteria set out above, we will evaluate your tender response using the quality and price criteria set out below. Evaluation criteria**

If you pass the pass/fail assessment your Bid will be scored out of 100.  **80 % of the marks will be allocated to your responses to the Quality Questions below**. Each question will be scored using the methodology in the Table below.

Your overall score for each question will be calculated by multiplying the quality score you receive with the weighting for that question, set out below. This score will then be divided by the maximum available score for the Quality Criteria (335) and multiplied by the overall weighting for quality (80) to get your final score for that question.

Example: assume Bidder A scores 3 for Question 1: the formula is **3 x 20 = 60, 60 ÷ 285 x 80 = 16.8% out of 100.**

**20% of the marks will be available for your Price Proposal**. The methodology for scoring price is set out further below.

Your responses should be supported by evidence/previous successful implementation of proposed solution for meeting our requirements. **Each question must be answered in no more than 10 A4 pages.** This does not include any appendices you wish to include.

**Quality questions**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Evaluation Criteria**  **Quality 80%** | **Weighting** | **Maximum score available** |
| Question 1 | Please set out your methodology for delivering this contract to support partnerships and for meeting our requirements as set out in this ITT. In particular provide details of how you will deliver the workshops and ensure that the support you provide is absorbed by the partnerships and applied in developing the local programme strategies, sustainability strategies and implementation plans.  Your response should also include a ‘typical’ customer journey, from the point of view of a partnership receiving the service. Your response should also explain the reasoning for your approach and why it is suitable to meet the requirements and objectives for the Contract. | 20 | 100 |
| Question 2 | Demonstrate the quality, experience and technical skills of the individuals in your delivery team who you propose to undertake this contract if successful; explaining why those individuals are suitable and have the availability to carry out this resource intensive task across the 12 geographically diverse areas. | 20 | 100 |
| Question 3 | Please provide a clear, comprehensive and realistic overarching project timeline, which incorporates all activities forming the required services during the contract term of 12 months. This timeline should reflect your proposals for service delivery submitted as part of questions 1 and 2 above. | 5 | 25 |
| Question 4 | Demonstrate how you will monitor quality and meet high levels of customer service standards on an ongoing basis. We will also review your proposed targets for the KPIs listed in Section 2 and any additional KPIs you have proposed. | 7 | 35 |
| Question 5 | Please identify the risks to delivering this project to time and budget and your proposals for mitigating them. | 5 | 25 |
| Total |  |  | 285 |

Responses to each question above will be allocated a score based on the methodology contained in the table below. This score will then be multiplied by the weighting in the column on the right.

|  |  |  |
| --- | --- | --- |
| **0** | **Poor** | No response or partial response and poor evidence provided in support of it. Does not give the Fund confidence in the ability of the Bidder to deliver the Contract. |
| **1** | **Weak** | Response is supported by a weak standard of evidence in several areas giving rise to concern about the ability of the Bidder to deliver the Contract. |
| **2** | **Satisfactory** | Response is supported by a satisfactory standard of evidence in most areas but a few areas lacking detail/evidence giving rise to some concerns about the ability of the Bidder to deliver the Contract. |
| **3** | **Good** | Response is supported by a good standard of evidence. Gives the Fund confidence in the ability of the Bidder to deliver the contract. Meets the Fund’s requirements. |
| **4** | **Very good** | Response is comprehensive and supported by a high standard of evidence. Gives the Fund a high level of confidence in the ability of the Bidder to deliver the contract. Exceeds the Fund’s requirements in some respects. |
| **5** | **Excellent** | Response is very comprehensive and supported by a very high standard of evidence. Gives the Fund a very high level of confidence the ability of the Bidder to deliver the contract. Exceeds the Fund’s requirements in most respects. |

**Price scoring methodology: 20 % overall**

Price: The evaluation of price will be carried out on the Schedule of Charges you provide in response to Annex 2 Table A.

|  |  |  |
| --- | --- | --- |
| Price Criterion | 20% will be awarded to the bid that submits the lowest fixed price for delivering the contract and the remaining bidders will be allocated scores based on their deviation from this figure. Your fixed and total costs figure in Table A will be used to score this question.  For example, if the lowest price is £100 and the second lowest price is £108 then the lowest priced bidder gets 20% (full marks) for price and the second placed bidder gets 18.4% and so on. (8/100 x 20 = 1.6 marks; 20-1.6 = 18.4 marks) | **20%** |

## **The scores for quality and price will be added together to obtain the overall score for each Bidder. The Bidder with the highest score will be the preferred Bidder.**

**ANNEX 2 - Schedule of Charges**

Bidders are required to submit the following costs tables as part of their bids:

1. Table A – Fees for delivering the Contract.

**TABLE A –DELIVERABLES**

Bidders must complete the Schedule of Charges table A below estimating the number of days and travel and subsistence costs associated with their bid. The total fixed price will be inclusive of VAT and inclusive of expenses and all costs to be incurred

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **TABLE A\*:**  **(firm and fixed costs)** | | **e.g. Project Manager/ Director** | **e.g. Senior Consultant/manager/researcher** | **Junior**  **Consultant/equivalent** | **Total Days** | **Total Fees** |
|  | | ***e.g. £500*** | **e.g. £300** | **e.g. £200** |  |  |
|  | ***Quantity*** |  | | |  |  |
| *Inception meeting with Big Lottery Fund* | *1* | *e.g. 0.5* | *0.5* | *0* | *2* | *400* |
| *Final delivery plan for all services required for the Fund's approval, including Key Performance Indicators and invoicing schedule* |  |  |  |  |  |  |
| *Delivery of strategy development workshops to 12 partnerships (including preparation and debriefs)* |  |  |  |  |  |  |
| *Work with the Fund and other service providers to review and critique partnerships’ implementation plans* |  |  |  |  |  |  |
| *Overview of the twelve partnerships ahead of decision making meeting* |  |  |  |  |  |  |
| *Monthly progress report to the Fund* |  |  |  |  |  |  |
| *Monthly progress meeting with the Fund* |  |  |  |  |  |  |
| *Support to successful partnerships* |  |  |  |  |  |  |
| *Support to successful partnerships* |  |  |  |  |  |  |
| *Collaboration and other required meetings and assistance with other Fund’s service providers under the HeadStart investment.* |  |  |  |  |  |  |
| *End of contract (final) report* |  |  |  |  |  |  |
| ***Other (insert additional rows to include all services, activities and other deliverables as required in Section Two of the tender)*** |  |  |  |  |  |  |
| ***[Add as necessary]*** |  |  |  |  |  |  |
| Expenses |  |  |  |  |  |  |
| Travel and subsistence |  |  |  |  |  |  |
| Other (non-staff) costs –  *Please specify* |  |  |  |  |  |  |
| ***[Add as necessary]*** |  |  |  |  |  |  |
| **Sub-total** | | | | | |  |
| **VAT** | | | | | |  |
| **Total Costs including VAT and expenses (this figure will be used for the purposes of allocating your score for the price criterion A and must cover the cost of meeting all our requirements )** | | | | | |  |

*\* The Fund reserve the right to amend this table where required.*

**Notes:** The Fund reserves the right to reject abnormally low tenders.

You should not submit additional assumptions with your pricing submission. If you submit assumptions you will be asked to withdraw them. Failure to withdraw them will lead to your exclusion from further participation in this competition.

**Bids in excess of £650k (including VAT and expenses) will be considered unaffordable and will be excluded from further consideration in the tender process.**

**ANNEX 3**

**Bidder’s Details**

| **Company Details** | |
| --- | --- |
| **1.** | **Registered Company Name:** |
| **2.** | **Company Registration Number:** |
| **3.** | **Main Operational address for the service:** |
|  | **Tele:** |
|  | **Fax:** |
|  | **Email:** |
|  |  |
| **4.** | **Address for all contractual correspondence –** |
|  | (If one of the above, please specify) |
|  |  |
|  |  |
|  |  |
| **5.** | **Address for all service management correspondence** |
|  | (If one of the above, please specify) |
|  |  |
|  |  |
|  |  |
| **6.** | **Contacts:** |
|  | **a. Responsible Person for the Contract** |
|  | Tele: |
|  | Fax: |
|  | Mobile: |
|  | Email: |
|  |  |
|  | **b. Responsible Person for the Service:** |
|  | (If different to the above) |
|  | Tele: |
|  | Fax: |
|  | Mobile |
|  | Email: |
|  |  |
| **7.** | **VAT registration Number (if applicable)** |
|  |  |
| **8.** | **Payment Details** |
|  | Account Name: |
|  | Bank Name: |
|  | Address: |
|  | Sort Code: |
|  | Account Number: |
|  |  |

## **ANNEX 4**

# **Form of Tender**

# **Part I – Declaration**

##### **Note: The Bidder is to type the following on its own letter headed paper**

Dear Big Lottery Fund

**CONTRACT FOR Tender Title: FULFILLING LIVES: HEADSTART – PHASE 3 PARTNERSHIP STRATEGY DEVELOPMENT; REF#: BIG001-0635 (‘the Contract’)**

Having examined the proposed Contract comprising, we do hereby offer to enter into a Contract with THE FUND on the terms and conditions in the said Contract.

We undertake to keep the Tender open for acceptance by THE FUND for a period of ninety (90) days from the return date.

We declare that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

1. *Collude with any third party to fix the price of any number of Tenders for this Contract;*
2. *Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.*

We understand that you are not bound to accept the lowest priced, or any, Tender.

Signed:

Date:

Name:

In the capacity of:

Duly authorised to sign tenders for and on behalf of:

**ANNEX 5**

# **Part I:** **Transparency**

# Note: In compliance with the Government’s transparency agenda, all Big Lottery Fund contracts over £10,000 (net of recoverable VAT) issued on or after 1 January 2011 will be published on the Government’s Contracts Finder website. We are required to publish contracts in full, and as a minimum must publish the specification, terms and conditions and associated schedules (which may include the winning bidder’s bid).

# In limited circumstances redactions can be made prior to publication to protect certain types of information. Redactions are permitted in line with the exemptions set out by the Freedom of Information Act 2000. Examples of information which may be exempt under the FOIA include: personal data; information amounting to a trade secret; and information which if disclosed would or would be likely to prejudice the commercial interests of any person.

# If the Bidder believes redactions ought to be made, these should be identified by the Bidder in the following table on their own letter headed paper. Bidders must provide explicit justification and reasoning for each redaction requested. The Big Lottery Fund is responsible for determining in its absolute discretion whether any information is exempt from publication.

**CONTRACT FOR Tender Title: FULFILLING LIVES: HEADSTART – PHASE 3 PARTNERSHIP STRATEGY DEVELOPMENT; REF#: BIG001-0635**

|  |  |
| --- | --- |
| **Contract clause or section of tender to be redacted** | **Justifications for redaction** |
|  |  |

**Part II: Parent Company Guarantee**

***Note: To be submitted in full on Contractor's ultimate Holding Company's headed notepaper.***

Dear Big Lottery Fund

**Contract for the Provision of Fulfilling Lives: HeadStart – Phase 3 Partnership Strategy Development; Ref: BIG001-0635**

With reference to the Tender for the above services submitted by [insert name of Bidder] (hereinafter referred to as "the Contractor"), as a condition precedent for and in consideration of the Big Lottery Fund (a non departmental Public Body sponsored by the Cabinet Office) (hereinafter referred to as "THE FUND") entering into a contract (hereinafter referred to as "the Contract") with the Contractor for the above services, we, as the Contractor's ultimate holding company do hereby enter into the following unconditional and irrevocable undertakings with THE FUND. These undertakings being on condition that THE FUND enters into the Contract with the Contractor for the above services and in consideration of the same:

1. The Contractor shall perform all its obligations contained in the Contract;
2. If the Contractor shall in any respect fail to perform the said obligations contained in the Contract or commits any breach thereof we shall ourselves perform on simple demand by THE FUND, or take whatever steps may be necessary to achieve performance of the obligations under the Contract of the Contractor, and shall indemnify and keep indemnified the Authority against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Contractor may be liable;
3. We shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by THE FUND, whether as to payment, time, performance or otherwise;
4. This guarantee shall be unconditional and irrevocable and shall continue in force, notwithstanding any variations or additions to or deletions from the scope of services to be performed under the Contract, until all the Contractor's obligations there under have been performed; and,
5. This document shall be construed and take effect in accordance with English Law and, furthermore, we submit to the jurisdiction of the English Courts.

Yours faithfully

Signed:

Date:

Name:

In the capacity of:

Duly authorised to sign tenders for and on behalf of:

**Part III: Regulation 57 (1) Declaration**

**Important Notice:**

In some circumstances the Fund is required by law to exclude you from participating further in procurement. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

|  |  |  |
| --- | --- | --- |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes (Regulation 57(3))**  **Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

**Part IV: Regulation 57 (8) Declaration**

**Important Notice.**

**The Fund is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer ‘no’ to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Authority in considering whether or not you will be able to proceed any further in respect of this procurement exercise.**

|  |  |  |
| --- | --- | --- |
| **Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |