22 September 2015

Dear Sir or Madam:

**Invitation to Tender: Voting adjudication for The People’s Projects; BIG001-0650**

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 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 5 October 2015**. Failure to provide all information required will result in rejection of the tender.

Yours faithfully,

Marianne Jamieson

Partnerships Manager

**Big Lottery Fund**

Telephone: 020 7211 1970

Email: marianne.jamieson@biglotteryfund.org.uk

**CONTENTS:**

[**SECTION ONE**](file:///C:\Documents%20and%20Settings\mdent\Desktop\ITT%20Template%20August%202012.doc#_SECTION_ONE)

Instructions to Bidders

[**SECTION TWO**](file:///C:\Documents%20and%20Settings\mdent\Desktop\ITT%20Template%20August%202012.doc#_SECTION_TWO)

Scope of Work

[**SECTION THREE**](file:///C:\Documents%20and%20Settings\mdent\Desktop\ITT%20Template%20August%202012.doc#_SECTION_THREE_1)

[Annex 1](file:///C:\Documents%20and%20Settings\mdent\Desktop\ITT%20Template%20August%202012.doc#_ANNEX_1) - Response to Tender and Evaluation Criteria

[Annex 2](file:///C:\Documents%20and%20Settings\mdent\Desktop\ITT%20Template%20August%202012.doc#_ANNEX_2) – Schedule of Charges

[Annex 3](file:///C:\Documents%20and%20Settings\mdent\Desktop\ITT%20Template%20August%202012.doc#_ANNEX_3) - Bidder’s Details

[Annex 4](file:///C:\Documents%20and%20Settings\mdent\Desktop\ITT%20Template%20August%202012.doc#_ANNEX_4) - Form of Tender

Part I: Declaration

Annex 5-

Part I: Transparency Requirements

# **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.
   6. The Big Lottery Fund may evaluate the financial status of the Preferred Bidder by reviewing its audited accounts for example to ensure contracting with it does not pose a risk to the Big Lottery Fund. Where the Big Lottery Fund considers the bidder does not have the financial capability to carry out the contract, it reserves the right to appoint the next highest placed bidder as Preferred Bidder (subject o the same assessment).
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  [**marianne.jamieson@biglotteryfund.org.uk**](mailto:%20marianne.jamieson@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 distribute questions and responses (without identifying the author of the question) to all bidders involved in the Tender save where the Big Lottery Fund considers the question and response to be commercially sensitive.
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** |
| --- | --- |
| Issue of Invitation to Tender | Tuesday 22 September 2015 |
| Closing Date for Questions | Monday 28 September 2015 12.00 Noon  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 and initial review/evaluation of tenders | Monday 5 October 2015  12.00 Noon |
| Clarification and identify preferred bidder | Week Commencing 5 October 2015 |
| Contract Award | Week Commencing 12 October 2015 |
| Contract Work Commencement Date | Week Commencing 19 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.

1. **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

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 your tender submission in a zip folder to** [**marianne.jamieson@biglotteryfund.org.uk**](mailto:marianne.jamieson@biglotteryfund.org.uk) no later than **12.00 Noon on Monday 5th October 2015.** The subject line should be as follows;

**TENDER REF NO. BIG001-0650**

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.

* 1. By submitting a tender, the bidder agrees to keep that tender open for acceptance by the Big Lottery Fund for **60** 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**

The Big Lottery Fund (“the Fund”) is seeking to recruit an experienced independent voting adjudicator to deliver the requirements listed below for a new partnership programme delivered with ITV.

1. **BACKGROUND**

Following the successful delivery of The People’s Millions, a high profile UK-wide grant programme, the Fund and ITV have developed a new partnership programme, The People’s Projects.

Existing grantholders have been invited to take part in this competition to receive a grant of up to £50,000 to further develop their project.

The first stage of the programme launched on 14 September 2015. First stage decision making will take place and 475 projects will be chosen to progress to the second stage assessment. The second stage assessment is due to commence in November 2015 with decisions being finalised in December 2015. Voting takes place from Monday 29 February 2016 to Friday 11 March 2016.

Five projects will be showcased during the first week of voting in each of the 19 ITV regions (Anglia East, Anglia West, Border, Central East, Central West, Granada, London, Meridian East, Meridian West, STV East, STV North, STV West, Tyne Tees, UTV, Cymru Wales, West Country East, West Country West, Yorkshire North, Yorkshire South). Through an online platform the public will vote for their favourite of the 95 finalists. The three projects with the highest votes in each ITV region will receive a grant of up to £50,000.

Voters will get one vote in each ITV region per email address. This is very much a digitally focussed programme but we are considering options for making the vote also accessible to those that might struggle with online voting either because of lack of access or due to a disability.

We are also looking to provide a small compensatory award to the two projects in each ITV region that do not win the £50,000 grant.

The total award value will be up to £3.5m.

1. **THE REQUIREMENTS**

3.1 The Fund requires the following services:

* Background research and familiarisation with The People’s Projects programme.
* Attend introductory fact-finding meeting(s) with the Fund, ITV and Camelot
* Familiarisation with the campaign guidance that the Fund issues to the competing projects, outlining the rules they must observe regarding the promotion of their projects.
* Assess the robustness of the voting mechanisms involved and make recommendations for any necessary improvements.
* Monitor the voting process to ensure its fairness and to identify any irregularities that may require action. This will include the regular review of voting data, reporting on voting levels and support the development of risk management strategies.
* Review any other aspects of the competition that might raise concerns about the validity of the voting process (e.g. the provision of prizes or other incentives to vote), and make recommendations.
* On an ad hoc basis, to respond to queries from the Fund in the set-up phase and running of the vote.
* Review the terms and conditions of the voting process and make recommendations, including advice on what would constitute a tied vote.
* Following the conclusion of the voting the Fund will require:
  + 1. Analyse the result.
    2. Review any potential irregularities and advise the Fund on how to proceed
    3. Provide a written report and declaration that the final result is valid.
    4. Following the vote and announcement of the winner, provide advice on an ad hoc basis in the event of any challenge to the voting process and final result.

**Welsh Language Scheme**

The successful contractor will need to ensure that services provided through this contract are compliant with the Big Lottery Fund’s Welsh Language scheme and the Welsh Language Act. A copy of the scheme can be found on our website: <http://www.biglotteryfund.org.uk/wales/about-big/our-approach/welsh-language-scheme>.

3.2The Service Provider must provide the following deliverables to the Fund as a minimum:

|  |  |
| --- | --- |
| **Action** | **Timescale** |
| Background research and familiarisation with The People’s Projects programme | 19 October 2015 |
| Attend introductory fact-finding meeting(s) with the Fund, ITV and Camelot | WB/ 19 October 2015 |
| Assess the robustness of the online voting platform and work with the Fund and Camelot to make recommendations for necessary improvements | November 2015 |
| Assess the accessibility of an online vote and advise on alternative mechanisms of voting to limit exclusions | November – December 2015 |
| Familiarisation with the campaign guidance that The Fund issues to the competing projects, outlining the rules they must observe regarding the promotion of their projects | November 2015 |
| Monitor the voting process to ensure its fairness and to identify any irregularities that may require action.  This will include the regular review of voting data, reporting on voting levels and support the development of risk management strategies | November – December 2015 |
| Review any other aspects of the competition that might raise concerns about the validity of the voting process (e.g. the provision of prizes or other incentives to vote), and make recommendations | November – December 2015 |
| On an ad hoc basis, to respond to queries from The Fund in the set-up phase and running of the vote | October 2015 – March 2016 |
| Review the terms and conditions of the voting process and make recommendations, including advice on what would constitute a tied vote | November - December 2015 |
| Monitor and review for voting irregularities throughout the voting period | February/March 2016 |
| During and Following the conclusion of voting:   * 1. Analyse the result   2. Review any potential irregularities and advise The Fund on how to proceed   Provide a written report and declaration that the final result is valid | February - March 2016 |
| Following the vote and announcement of the winner, provide advice on an ad hoc basis in the event of any challenge to the voting process and final result. | March 2016 |

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

1. **CONTRACT TERM & VALUE**

The Contract is for a term of one year and the Fund shall have the option to extend for up to a further two years.

The estimated value of the Contract for the initial one year term shall not exceed £15,000 inclusive VAT and expenses. The estimated value of the extension shall not exceed £15,000 inclusive VAT and expenses per year.

**5. 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 named contact acting as **Contract Manager**. The designated person will carry prime responsibility for the contract and will be the Accountable Officer
* Identify a named contact person as **Service Manager**. The designated person will carry prime responsibility for the delivery and implementation of services under this contract. The Service Manager and Contract Manager can be the same person, provided they have the relevant skills
* The Contract Manager/Service 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-B) 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 |
| Bidder has submitted a complete tender that accords with every instruction and requirement set out in this ITT. |  |
| **Pass Fail Criteria B** |  |
| The Bidder’s Total Costs in Table A **do not exceed £15,000 per year** (including VAT and expenses). Bidders whose costs exceed this amount will be excluded from further consideration in the tender process. |  |

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

Your Bid will be scored out of 100. **70 % of the marks will be allocated to your response 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 this Quality Criterion and multiplied by 70 to get your final score for that question.

**30% of the marks will be available for your Price Proposal**. The methodology for scoring price is set out further below.

Please note – Though questions are numbered, this does not relate to any order of importance.

Your responses should be supported by evidence/previous successful implementation of proposed solution for meeting our requirements.

**Please note – Though criteria are numbered, this does not relate to any order of importance**

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria**  **Quality: 70%** | **weighting** |
| Question:1 | Provide a clear and realistic project plan (including methodology) that responds to the aims and constraints set out in Section 2 and which will allow the delivery to be completed within time and to budget. | **10** |
| Question 2 | Please set out your proposal for meeting all of the requirements set out in Section 2. | **10** |
| Question 3 | Please identify the risk to delivering this project to time and budget and your proposals for mitigating them. | **5** |
| Question 4 | How will you ensure you have adequate resources to meet our requirements? | **5** |
| Question 5 | Demonstrate how you will monitor quality of your work and comply with the ad hoc response times on an ongoing basis. | **5** |
| Question 6 | Demonstrate how you will meet high levels of customer service standards throughout this project implementation phase, particularly given the demanding time scales. | **5** |

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.

**Quality Questions scoring methodology**

|  |  |  |
| --- | --- | --- |
| **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 comprehensive and supported by 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: (30) % overall**

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

|  |  |  |
| --- | --- | --- |
| Price Criterion  **Question** | 30 marks will be awarded to the lowest priced bid 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 30% (full marks) for price and the second placed bidder gets 27.6% and so on. (8/100 x 30 = 2.4 marks; 30-2.4 = 27.6 marks) | **30%** |

## **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 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**

**(NB this can be amended)**

|  |  |  |
| --- | --- | --- |
| **Elements Details** | **Detail Cost per Day** | **Firm Fixed Price** |
| **YEAR 1** | | |
| Meeting(s) with the Fund, ITV and Camelot |  |  |
| Background research |  |  |
| Recommendations Report |  |  |
| Monitor and review for voting irregularities throughout the voting period |  |  |
| Review the terms and conditions of the voting process and make recommendations |  |  |
| Post voting: Analyse the result; Review any potential irregularities; provide a written report and declaration that the final result is valid. |  |  |
| Ad hoc advice in the event of any challenge to the voting process and final result |  |  |
| Other |  |  |
| **Year 1 Sub-total** |  | **£** |
| **VAT** | | **£** |
| **Year 1 Total including VAT and expenses** | | **£** |
| **YEAR 2** | | |
| Meeting(s) with the Fund, ITV and Camelot |  |  |
| Recommendations Report |  |  |
| Monitor and review for voting irregularities throughout the voting period |  |  |
| Review the terms and conditions of the voting process and make recommendations |  |  |
| Post voting: Analyse the result; Review any potential irregularities; provide a written report and declaration that the final result is valid. |  |  |
| Ad hoc advice in the event of any challenge to the voting process and final result |  |  |
| Other |  |  |
| Other |  |  |
| **Year 2 Sub-total** |  | **£** |
| **VAT** | | **£** |
| **Year 2 total including VAT and expenses** | | **£** |
| **YEAR 3** | | |
| Meeting(s) with the Fund, ITV and Camelot |  |  |
| Recommendations Report |  |  |
| Monitor and review for voting irregularities throughout the voting period |  |  |
| Review the terms and conditions of the voting process and make recommendations |  |  |
| Post voting: Analyse the result; Review any potential irregularities; provide a written report and declaration that the final result is valid. |  |  |
| Ad hoc advice in the event of any challenge to the voting process and final result |  |  |
| Other |  |  |
| Other |  |  |
| **Year 3 Sub-total** |  | **£** |
| **VAT** | | **£** |
| **Year 3 total including VAT and expenses** | | **£** |

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.**

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

**Please note any contract awarded will be based on the Fund’s standard terms and conditions of contract and you will be required to sign up to these if successful.**

**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:** Voting adjudication for The People’s Projects **(‘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 sixty (60) 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:** Voting adjudication for The People’s Projects

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