

**LJMU 2314**

**PRINCE2 Foundation Materials Provider**

**Liverpool John Moores University**

**INVITATION TO TENDER (ITT)**

**Return Date: Thursday 21st September 2023**

|  |  |
| --- | --- |
| Company Name |  |
| Company Address |  |
| Contact Name |  |
| Position/Job Title |  |
| Contact Email Address |  |

**Tenderer Information – For completion by Supplier**

I confirm that all detail added into this ITT document submission is accurate, true, and can be evidenced, if clarifications are required post tender return. I understand that any information provided within the tender response that is proven to be untrue can lead to your bid being deemed uncompliant and could subsequently lead to being disqualified from this tender exercise.

Name …………………………………………………………………………………

Signature …………………………………………………………………………………

Date …………………………………………………………………………………

### Part A = GENERAL GUIDANCE NOTES FOR TENDERERS

**1**  **Introduction**

The contract will apply to Liverpool John Moores University (LJMU), its associated trading activities and the activities of its wholly owned subsidiary companies.

The successful contractor(s) must be able to demonstrate that they can provide a comprehensive supply service, which will satisfy LJMU’s operational requirements.

The successful contractor(s) will liaise with various LJMU stakeholders across the university. Projects could range over various departments, schools, or faculties, but the main contacts will be based in Estate Development.

**1.1 Background**

Liverpool John Moores University is a distinctive, unique institution, rooted in the Liverpool City Region but with a global presence.

Our students and staff, past, present, and future, are the beating heart of our city and can be found in every corner of every industry and community. We couldn’t exist anywhere else and have shaped this place we belong to.

Working with the people of our city to improve lives and support communities is at the heart of why we were founded and why we exist today.

Growing and supporting our community is a commitment to work in partnership on an inclusive and positive future for all of those around us.

The world is changing at incredible speed, and we believe our mission is to develop exciting, brave, resilient people and embrace effective, impactful change.

Our approach to everything we do, guiding our attitudes and behaviours, is defined by our four values.

 

**1.2 LJMU Campus**

We have two campuses and 38 buildings. We also have big plans for the future. We’re very proud of our campuses. Not only because they provide a modern and inspiring learning space for all of our students but also because they’re a place people really want to be.

Our campuses are a bustling hive of activity. People will be studying, chatting over a coffee, relaxing with friends or taking part in one of our events. You’ll see friendly debates between academics, people talking to our student reps and study groups working on joint projects.

We have impressive plans for our campuses; plans that will benefit not only our students and staff, but also people living, working, or visiting Liverpool. It’s an exciting time.

Wider information on the LJMU campus can be found at: <https://www.ljmu.ac.uk/discover/your-student-experience/your-campus>

Professional Services (including the IT Services and Estate Development departments) are located at the following address:

2nd Floor

Exchange Station

Tithebarn Street

Liverpool

L2 2QP

**1.3 Customer Requirements/Specification**

1. **Accreditation:** The provider should be accredited by AXELOS, the owner of the PRINCE2 framework.
2. **Comprehensive Curriculum:** Provide access to a comprehensive curriculum that covers all the key concepts, principles, themes, processes, and terminology of PRINCE2. The curriculum should align with the PRINCE2 syllabus and exam requirements.
3. **Engaging Training Materials:** Provide engaging and interactive training materials, including presentations, case studies, exercises, and other resources to help trainees grasp the concepts and apply them in real-world scenarios.
4. **Mock Exams:** Provide a sufficient number of exams that closely resemble the format and difficulty level of the actual PRINCE2 foundation exams.
5. **Foundation Exam and Certificate**: Provide a one-off fee to cover all course materials, foundation exams, and trainees’ certificates.
6. **Organisational Support:** Offer support to LJMU instructors, including opportunities for one-on-one discussions, clarification of doubts, and guidance on the PRINCE2 teaching and learning structures.
7. **Updated Content:** Ensure that the provided training materials and curriculum are up to date with the latest version of the PRINCE2 framework, and any changes or updates introduced by AXELOS.
8. **Post-Training Resources:** Provide access to post-training resources, such as reference guides, study aids, and additional learning materials, to help trainees continue their learning and revision after the course.
9. **Transparent Information:** Clearly communicate to LJMU instructors and trainees the benefits of PRINCE2 certification, the structure of the exams, the accreditation process, and any prerequisites for taking the exams.
10. **Customer Feedback:** Gather feedback from instructors and trainees to continuously improve the LJMU training programme and address any areas of concern.
11. **Scope:** We anticipate that there will be around 100 delegates per annum.

**1.4 Contract Timescales**

This contract will run for a period of five years.

**2. Procurement Process**

This Procurement exercise will run in accordance with PCR 2015 – the tender will be advertised via Contracts Finder, inviting any suppliers with the ability and desire to provide the service as detailed in the specification, to submit a bid.

The Contracting Authority is looking to appoint a single contractor for the service.

Email submissions **WILL** be rejected.

Any questions or clarification requests must be made by NOON **Thursday 14th September 2023**. All questions must be directed through the In-Tend procurement portal.

Liverpool John Moores University reserves the right not to award the contract following the procurement exercise.

**2.1 Anticipated Contract Commencement Date and Period**

The Contract Period is for five years. LJMU reserve the right to review the contract on an annual basis and regular contract reviews will be scheduled. LJMU confirms this is not a mutually agreeable partnership.

**2.2 Supplier Costs**

The University will not be liable for any costs that tenderers incur in the preparation/submission of their offer.

**2.3** **Tender Return**

Your response must be returned by no later than NOON Thursday 21st September 2023**.**

* 1. **Queries and clarifications regarding tender documentation**

ALL queries regarding the documentation, or the scope and nature of the services required by this tendershould be submitted through the In-Tend tendering portal -

<https://in-tendhost.co.uk/ljmu/aspx/Home>

In the event a supplier query identifies an ambiguity, which results in LJMU issuing a clarification, then ALL the other potential suppliers will be advised of the LJMU interpretation of the issue raised in a suitable confidential manner, which keeps the identity of the questioner anonymous.

**2.5 Form of Tender and Conditions of Contract**

The "**Form of Tender**" sheet must be signed by an authorised employee and returned with all documents/proposals securely attached.

**2.6 Tenderer Conduct**

Any attempt by Tenderers or their advisors to influence tender evaluation or the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:

(a) devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier or provider of finance and is not associated with the framework agreement in any way;

(b) enter into any agreement or arrangement with any other person as to the form or content of the tender submission or any other tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of the tender submission or any other tender submission;

(c) enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

(d) canvass LJMU or any employees or agents of LJMU in relation to this procurement; or

(e) attempt to obtain information from any of the employees or agents of the LJMU or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and LJMU and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of LJMU.

**2.7 LJMU’s Rights**

LJMU reserves the right to:

(a) waive or change the requirements of this ITT from time to time without prior (or any) notice being given by LJMU;

(b) seek clarification or documents in respect of a Tenderer's submission;

(c) disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;

(d) disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process. Any Tenderer who directly or indirectly canvasses any employee of LJMU concerning the award of the Contract will be disqualified. LJMU may exclude any Tenderers from the tender process who have been found to be in breach of confidentiality or intellectual property rights and may pursue any remedy or take any other action for breach as it considers appropriate;

(e) withdraw this ITT in full or in part, at any time, or to re-invite Tenders on the same or any alternative basis;

(f) choose not to award any contract as a result of the current procurement process; and

(g) make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

**2.8 Equality and Diversity**

LJMU is actively committed to the implementation of equal opportunities in all its activities. LJMU has developed comprehensive Equal Opportunities policies.

Suppliers are expected to comply with both LJMU’s Equal Opportunities policy and any current UK and European Union equality legislation, including but not limited to: Equality Act 2010, Equality Act 2010 (Specific Duties) Regulations 2011, Marriage (Same Sex Couples) Act 2013, Civil Partnership Act 2004, Equal Pay Act 1975, Education Reform Act 1988, Equal Treatment Directive (2004/113/EC) 74, Gender Recognition Act 2004, Protection from Harassment Act 1997, Public Order Act 1986 and Rehabilitation of Offenders Act 1974 as each is amended from time to time.

Suppliers must take reasonable steps to ensure compliance with legislation, providing LJMU with evidence of their equality policy/ies (including race, gender, disability, age and sexual orientation).

**2.9 Modern Slavery Act 2015**

The Suppliers recognizes LJMU’s legal and moral commitment to ensure, through its staff, associates, agents, service providers and suppliers, conducts its business in accordance with the highest standards of ethical behaviors, transparency, and probity. The Supplier shall, upon the request of LJMU, provide evidence of the steps the Supplier is taking to ensure that slavery and human trafficking is not taking place in any part of the Supplier’s own business or supply chain in accordance with the provisions of the Modern Slavery Act 2015. Both LJMU and the Supplier agree that, in satisfying the requirements of this clause 20, LJMU shall not accept a statement that the Supplier has taken no such steps as evidence that the Supplier has complied with the obligations of the Modern Slavery Act 2015. (Please refer to Part G)

**2.10 Contract Award Criteria**

The contract will be awarded on the basis of the criteria as weighted below.

|  |  |
| --- | --- |
| **Price** | **50%** |
| **Quality** | **50%** |
| **Total**  | **100%** |

The **Tender Submission Requirements** **(Part C)** provides further details as to the submission and marking criteria.

Liverpool John Moores University does not undertake to accept the lowest or any offer.

**2.11** **Evaluation**

The evaluation panel shall comprise the following members:

|  |  |
| --- | --- |
| **Panel Member** | **Job Title** |
| Ali Rostami | Principal Lecturer, School of Civil Engineering and Built Environment |
| Katherine Orme | Deputy Procurement Manager, Finance |
| Dr. Fiona Borthwick | Subject Head, School of Civil Engineering and Built Environment |

Please note panel members may evaluate part, all, or none of the submissions.

Following the tender submissions to in-Tend, these are downloaded and circulated to the evaluation panel. An evaluation matrix is also circulated to all members of the panel for completion. Each panel members scores each submission separately based on the criteria within this ITT document.

Each evaluation matrix is sent back to the Deputy Procurement Manager. A group consensus meeting then takes place to discuss the scoring and to come to agreements on the average based on the individual scores.

**2.12 Contract timescale**

Draft timetable for supplier appointment is shown below.

*Please note, the below information is provided as a guide only and LJMU reserves the right to amend these dates as it deems necessary at any point during the process without any liability to the Tenderer.*

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Tender Publication | Monday 21st August 2023 |
| Deadline to raise clarifications | NOON Thursday 14th September 2023 |
| Tender Returns | NOON Thursday 21st September 2023 |
| Tender Evaluation period | Friday 22nd September – Friday 6th October 2023 |
| Issue of award/regret letters | Wednesday 11th October 2023 |
| Standstill Period | Wednesday 11th October – Saturday 21st October 2023 |
| Final Award | Monday 23rd October 2023 |

### Part B = TENDER SUBMISSION REQUIREMENTS

1. **Quality**

The Quality section, contained within Part D, accounts for a total of 50**%** of the tender score.

Each question shall be assessed utilising the following scoring mechanism: -

|  |  |  |
| --- | --- | --- |
| **Score** | **Judgement** | **Performance** |
| **5** | **Excellent** | Meets all The Authority’s requirements in the area being measured in accordance with the tender documents, so that the service will be delivered in an excellent manner, that will be highly responsive to the needs of the university. |
| **4** | **Very Good** | Meets the Authority’s requirements in the area being measured well, although not completely in one or two aspects, but still so that the services will be delivered in a very good standard that will be responsive to the needs of the university. |
| **3** | **Good** | Meets The Authority’s requirements and standards in the areas being measured well, but not completely in some aspects, but still so that the services will be delivered well and in a way that is reasonably responsive to the needs of the University. |
| **2** | **Satisfactory** | Meets The Authority’s requirements in the area being measured in the majority of aspects, but fails in some fundamental aspects, so that there will be only satisfactory arrangements for the services.               |
| **1** | **Unsatisfactory** | Meets the Authority’s requirements in the area being measured in some minor aspects, but fails in the majority of aspects, so that there will be unsatisfactory arrangements for the services. |
| **0** | **Abysmal** | Either no answer is given, or the Tenderer’s proposals in that area completely fail to meet The Authority’s requirements in the area being measured, or do not answer the question raised. |

1. **Price**

Attached as a spreadsheet to the ITT document is a Question and Pricing document which Tenderers are required to complete. The price accounts for a total of 50**%** of the total tender score. Please note the price must be a single figure and not a range of figures.

The lowest Tendered total cost will receive the maximum available percentage score available; the remaining responses will be scored relative to the lowest Tendered total cost in accordance with the following example equation:

(Lowest total cost received / price to be scored) x 50% = final score

For example:

|  |  |  |
| --- | --- | --- |
| Example Price | Max Score | Score |
| £100 | 50% | 50.00%  |
| £105 | 50% | 47.62%  |
| £110 | 50% | 45.45%  |

The total weighted percentage of each section shall be added together to make the total price score.

### Part C = PRICING

Please input your prices into the below table.

**\*ALL COSTS SHOULD BE EXCLUDING VAT\***

|  |  |  |
| --- | --- | --- |
| Requirement | Cost per student | Cost per 100 students |
| Access to PRINCE2 Foundation Training Materials | £ | £ |
| Foundation Exam | £ | £ |
| Foundation Exam Certificate | £ | £ |

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### Part D = QUALITATIVE SUBMISSION

Quality Questions

###### Q1. What are the key steps and timelines involved in effectively managing trainees' accounts, to ensure the successful delivery and support of training and certification services? (10%)

*Insert answer here.*

*Your response should be no longer than TWO sides of A4 font size 11 per question. Additional attachments with plans/documents will not be accepted.*

**Q2. What strategies will your organisation implement to effectively optimise and streamline its account management processes for better customer satisfaction and long-term client relationships? (10%)**

*Insert answer here.*

*Your response should be no longer than TWO sides of A4 font size 11 per question. Additional attachments with plans/documents will not be accepted.*

**Q3.** **What support services are available to LJMU instructors and students? And how responsive is your organisation in addressing their queries and concerns? (10%)**

*Insert answer here.*

*Your response should be no longer than TWO sides of A4 font size 11 per question. Additional attachments with plans/documents will not be accepted.*

**Q4. Are your teaching materials and training services customisable to meet the specific needs and preferences of LJMU? And how open are you to tailoring services to align with LJMU curriculum and scheduling requirements? (10%)**

*Insert answer here.*

*Your response should be no longer than TWO sides of A4 font size 11 per question. Additional attachments with plans/documents will not be accepted.*

**Q5. What technology platforms or learning management systems do you use to deliver your services? And what is your organisation's experience in delivering training programmes in our field of study? (10%)**

###

*Insert answer here.*

*Your response should be no longer than TWO sides of A4 font size 11 per question. Additional attachments with plans/documents will not be accepted.*

**Part E = CONDITIONS of CONTRACT**

LJMU will automatically receive the resource from the winning bidder.

Please see Appendix A below.

**Appendix A – Contract**

Supplied as a separate document to the ITT.

**Appendix B - Form of Tender – Declaration by Tenderer**

**LJMU 2314 – PRINCE2 Foundation Materials Provider**

Tender is to be returned via Intend (E-Tendering Tool)

Dear Madam,

Having examined all the documents listed below, subject to, and upon the terms and conditions contained in the said documents, I/We offer to supply the Goods and/or Services to LJMU at the rates/prices detailed in the Price Schedule enclosed.

I/We agreed that this Tender and any contract which may result from it shall be based upon the documents listed below and/or bearing the contract reference shown at the top of this Tender

i.) Invitation to Tender (incorporating all Appendices and other documents referenced herein)

ii.) Tender Submission

iii.) Price Schedule

iv.) Specification and evaluation criteria

v.) Conditions of Contract

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this Tender or with any Contract resulting from this Tender, shall not be applicable to the Contract.

I/We agree that any Contract that may result from this Tender shall be subject to the law of England and Wales as interpreted in an English Court.

The prices quoted in this Tender are valid and open to acceptance by you for a period of three calendar months from the Tender return date specified in you Invitation to Tender.

Signed: …………………………………………………………………………………………….

Dated: …………………………………………………………………………………………….

Name: …………………………………………………………………………………………….

Position: …………………………………………………………………………………………….

 **Appendix C – Form of Tender – Non – Compliance Statement**

Detail below all matters (Technical, Commercial or Contractual) in which the Tender does not comply with the requirements laid down in the Invitation to Tender documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance. Cross-reference to any supporting information provided separately. LJMU is not bound to accept any of your requested / proposed non-compliance issues.

TENDERER:

DATE: PAGE: OF:

|  |  |  |
| --- | --- | --- |
| **Section No. in ITT** | Matter not complied with in ITT | **Extent of Non-compliance****Alternatives offered****Effect on the Tender Requirement** |
|  |  |  |

**Appendix D – Declaration of Bona Fide Bid**

From:

**To:**

Katherine Orme

Procurement Services

Liverpool John Moores University

Dear Madam,

The essence of competitive tendering is that LJMU shall receive bona fide competitive Tenders from all companies tendering.

In recognition of this principle, 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:

a) Communicate with a person, other than the person calling for this Tender, the amount or approximate amount of the proposed Tender.

b) Enter into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any tender to be submitted.

c) Offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing of having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the requirement any act of thing of the sort described above.

In this declaration, the word “person” includes any person and any body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Signed: Dated:

Name: Position:

For and on behalf of:

**Appendix E – Declaration of Interest – LJMU Board of Governors and LJMU Staff**

Organisations in which members of the LJMU Governing body have an interest may be invited to tender. Other parties may be assured that LJMU has in place rigorous procedures, which ensure that the external pecuniary interests of Governors are registered.

These procedures prevent Governors from participating in any discussion or decision or receiving any privileged information relating to the placement of any contract in which they have a potential interest, until that interest is no longer under consideration for that contract.

Similarly, to the role of Governors above, LJMU staff are also bound to declare any personal interest in their dealing with suppliers.

LJMU also requires that new suppliers should indicate below if they are aware of any personal connections between their staff and LJMU

Please complete the Declaration of interest

Does your company have family /social/ financial or other connections that may affect or could be perceived to affect your impartiality when conducting business with LJMU?

YES / NO

If your answer is YES, please detail your connection with LJMU in the box below.

Authorised Company Signatory (date) …………………………………………………………………………………………

Please print your Name and Title …………………………………………………………………………………………

 ………………………………………………………………………………………….

**Appendix F - Modern Slavery Act 2015**

Contractors and Sub-Contractors to LJMU

LJMU requires all Contractors and Subcontractors to complete and sign this form and return to Procurement Services as part of their submission.

It is a requirement of LJMU that, in performing your obligations as part of this [name agreement], you [name of the supplier/subcontractor/contractor] undertake to comply with the relevant provisions of the Modern Slavery Act 2015, as follows:

[name] must not engage in any activity, practice or conduct that could constitute an offence under section 1, 2 or 4 of the Modern Slavery Act 2015, if such activity, practice or conduct were carried out in the UK.

[name] will also ensure that each of its direct subcontractors and suppliers shall comply with the Modern Slavery Act 2015.

For the avoidance of doubt, it is in offence under Section 1 of the Modern Slavery Act 2015 to hold another person in slavery or servitude, or to require a person to perform forced or compulsory labour.

It is an offence under Section 2 of the Modern Slavery Act 2015 to arrange or facilitate the travel of another person with a view to that person being exploited (“human trafficking”).

It is an offence under Section 4 of the Modern Slavery Act 2015 to aid, abet, counsel or procure human trafficking.

Name …………………………………………………………………………………………..

Signature …………………………………………………………………………………………..

Company Address …………………………………………………………………………………………..

Date …………………………………………………………………………………………..

**Appendix G - CERTIFICATE OF NON-COLLUSION**

The essence of selective tendering is that the client shall receive bona fide competitive Tenders from all organisations tendering. In recognition of this principle, we certify 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 also certify that we have not done and we undertake that we will not do at any time before the returnable date for this Tender any of the following acts:

a) communicating to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the Tender;

b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;

c) offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

In this Certificate, the word "person" includes any persons and anybody or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

Date:

Signature:

Print Full Name:

In the capacity of:

(Please state official position, e.g. Director, Sales Manager, etc.) being a person duly authorised to sign tenders on behalf of:

Company Name:

Address: