

**ENGINEERING AND CONSTRUCTION INDUSTRY TRAINING BOARD**

**(ECITB)**

**INVITATION TO TENDER**

**FOR**

**E-learning design, development and testing services for ECITB courses**

**Contract: 3 Years (1+1+1)**

**Commencing March 2025**

Our Reference: PH-0125

(Version 1224-3 Updated 28.01.25)

**Changes redlined**

**ITT RETURN DATE:**

**Thursday, 30 January 2025**

**By 17:00**

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# Section 1 Instructions to Tenderers

## **About this Invitation to Tender**

* 1. Thank you for your interest in this opportunity. The procurement documents concerning this opportunity include the following (all of which have been made available to Tenderers via Contracts Finder):
  2. Invitation to Tender (or “**ITT**”), i.e. this document which provides Tenderers with further details of the procurement process (Section 1);
  3. ECITB Specifications(s) relating to this procurement (Section 2);
  4. ECITB Form of Contact relating to this procurement (Section 3);
  5. ECITB Scoring Criteria and Evaluation Methodology (Section 4);
  6. This ITT also includes the following appendices:
     + 1. Appendix A: Schedule of Prices (For completion)
       2. Appendix B: Tender Response Form (For completion)
       3. Appendix C: Tender Certificate (For completion)
       4. Appendix D: Commercially Sensitive Information (For completion as required)

## **About the ECITB**

2.1 The Engineering Construction Industry Training Board (ECITB) is the employer-led skills, standards and qualifications body for the development of the engineering construction workforce of Great Britain. An arms-length body of the UK Government, the ECITB reports to the Department for Education. Our vision is a trailblazing Engineering Construction Industry where critical infrastructure, energy security and net zero ambitions are achieved.

2.2 The ECITB works with employers and training providers to attract, develop and qualify the engineering construction workforce in a wide range of craft, technical and professional disciplines. We invest about £28 million each year to support skills development within the industry.

2.3 More information about the ECITB can be found here:[**What is the ECITB? - ECITB**](https://www.ecitb.org.uk/)

## **Introduction**

* 1. The ECITB wishes to appoint a provider to fulfil its requirement for E-learning Design, Development, and Testing Services for ECITB Courses. The initial Contract term will be for 1 year, with an optional extension of 2 years (1+1).
  2. The scope of the ECITB’s requirements for this contract can be found within Section 2: Specification(s). Tenderers are encouraged to review specification documents carefully to understand the full requirements for this proposed contract.

## **Submission of ITT responses**

* 1. Tenderers must submit their ITT responses in accordance with the requirements of this ITT no later than the deadline stipulated in paragraph 6, Indicative Timetable below which must comprise the following:
     1. Completed Appendix A: Schedule of Prices
     2. Completed Appendix B: Tender Response Form
     3. Completed Appendix C: Tender Certificate
     4. Completed Appendix D: Commercially Sensitive Information (as required)
  2. Any ITT responses received after the ITT Tender Submission deadline stated will be rejected.
  3. Responsibility for the timely submission of completed ITT responses rests solely with the Tenderer.
  4. ITT responses must be submitted via email to [**procurement@ecitb.org.uk**](mailto:procurement@ecitb.org.uk) For the avoidance of doubt, submission via any other means will not be accepted by the ECITB.
  5. The ITT response shall be submitted on the basis that the offer in it shall remain in force for a minimum of six months from the date fixed for the submission of Tenders.
  6. In the event of acceptance by the ECITB of a Tender and closure of the tender process, Tenderers shall execute the contract within 10 business days of such acceptance (or otherwise as agreed with the ECITB).

1. **Form and Content of ITT Responses**
   1. ITT responses must be in English.
   2. All financial information submitted in a Tenderer’s response must be denominated in Sterling (GBP), except where financial information is provided in a certified supporting document (such as a set of financial statements) where it is sufficient for the information to remain in the original currency. If financial information is being converted from one currency into GBP, the exchange rate used should be clearly stated, together with the date on which the relevant exchange rate was applied.
   3. Each question will only be evaluated on the information provided in response to that question and therefore all pertinent information should be included in response to each relevant question.
   4. Tenderers must not:
      1. cross-reference answers from one response to another, even where there is commonality, unless this is specifically permitted by the question;
      2. include any embedded document. If an attachment is required by the ITT, please provide this as a separate file, ensuring that it is clearly named and referenced to the relevant section of the ITT;
      3. exceed the maximum page limit allowed for the response;
      4. use a font size smaller or larger than 10;
      5. change the format of any of the response documents, including spreadsheets, included in this ITT and any associated documents; or
      6. include any extraneous information which has not been specifically requested in the ITT including, for example, promotional literature, standard terms of trading etc.
      7. In the event that the Contract is split into Lots, these instructions will apply to each Lot individually.
      8. For bids for multiple Lots, each lot will require its own ITT submission.

## **Indicative Timetable**

## The timetable below is indicative only and may be varied as necessary at the ECITB’s sole discretion:

|  |  |
| --- | --- |
| **ITT Stage** | **Date** |
| ITT issued | Friday, 20th December 2024 |
| Tenderers Clarification Question Period Deadline | By 5.00pm on Thursday, 23 January 2025 |
| **ITT Submission Deadline** | **By 5.00pm on Thursday, 30 January 2025** |
| Evaluation/Post Tender Clarifications/Moderation, Week Commencing | Monday, 03 February 2025 |
| Notification of Contract Award Decision | Wednesday, 12 February 2025 |
| Contract Award and Board approvals, week Commencing | Monday, 17 February 2025 |
| Anticipated Contract Start Date | Monday, 24 February 2025 |

## **The Procurement Process**

* 1. The ECITB will be following an Open Tender below threshold process for this procurement.
  2. The aim of the ITT process is to identify the Most Economically Advantageous Tender that attracts the highest, weighted score.

## **Evaluation of ITT Responses**

* 1. Tenderers’ responses to the ITT questions will be evaluated in accordance with the criteria set out in Section 4 of this document.
  2. Each of the questions set out in Appendix A (Schedule of Prices) and Appendix B (Tender Response Form) fall within one of the following evaluation categories:
     1. “**FIO**” – this means the response is for information only, and will not be evaluated; however, in order to provide a compliant response Tenderers must answer these questions in full to the extent they are applicable;
     2. “**P/F**” – the response will be assessed as being either a “Pass” or “Fail” in accordance with the explanations given for each individual question; or
     3. **“Scored”** – the response attracts a specific weighting as identified and will be scored in accordance with the stated methodology.
  3. Section 3 of this ITT contains information highlighting each ITT question, its designated evaluation category and either the Pass/Fail explanations or scoring methodologies as appropriate.
  4. Tenderers’ ITT responses will be assessed in the following stages:

**Stage 1 – Completeness check**

* 1. In the first instance, Tenderers’ responses will be assessed for completeness to ensure that the Tenderer has provided a full response to all questions and in accordance with the requirements set out in the ITT documents. Any Tenderer which has not provided a complete response in accordance with the stated requirements may, subject to the ECITB’s right of clarification, be excluded from further participation in this procurement. For the avoidance of doubt, Tenderers who submit an ITT response which is materially incomplete, such that any omissions cannot be resolved by way of simple explanation, will be excluded from the procurement at this point.

**Stage 2 – Pass/Fail check**

* 1. At this stage, Tenderers will have their responses to those questions set out in the ITT which are designated as Pass/Fail assessed against the relevant criteria. An explanation as to what constitutes a “Pass” and a “Fail” for each question is contained in **16.** **Evaluation Methodology: Pass / Fail Criteria (Table 3)** to this document. For the avoidance of doubt, a Tenderer which receives a “Fail” for any of these questions will, subject to the ECITB’s right of clarification, be excluded from further participation in this procurement at this point and the ECITB reserves the right not to evaluate such Tenderer’s response further.

**Stage 3 – Scoring**

* 1. Only those Tenderers which have passed stages 1 and 2 above will proceed to this phase of the evaluation process. At this point, the ECITB will consider those Tenderers’ responses to the “Scored” ITT questions against the award criteria set out in **15.2** **Scoring Matrix (Table 1)** and will then apply the weightings as detailed in **15.4 Question Weightings (Table 2)**. The ECITB will then identify the highest scoring Tenderer who will, subject to the ECITB’s discretion and due diligence checks, be awarded the contract.
  2. Where there is a tie for first place, the ECITB will invite the Tenderer who scores the highest score in respect of Question 1 (Experience and Portfolio). If this continues to result in a tie, the ECITB will invite the Tenderer who scores the highest in respect of Question 2 (Project delivery) and this process shall be repeated by considering responses in the following order, until the highest scoring Tenderer is identified:
     1. Question 3 (Project timelines and Budget Management)
     2. Question 4 (Project Risk Management)
  3. While the ECITB will endeavour to evaluate ITT responses in the order set out above, the ECITB reserves the right to conduct such stages in an alternative order and/or simultaneously, in the event that this is deemed the more expedient approach to facilitate adherence to the procurement timetable.

## **Acceptance of Tender**

* 1. The ECITB shall not be under any obligation to accept any Tender.
  2. The ECITB shall not be under any obligation to accept the lowest priced Tender.
  3. The ECITB reserves the right to cancel the entire or parts of the Tender, without such an action conferring any right to compensation on the Tenderers.
  4. At no time should the Tenderer, prior to submitting or following the bid submission, communicate with any person within the ECITB. Failure to abide by this ruling could disqualifying the Tenderer’s proposal from being considered. All communication should be conducted via email to the Procurement Team at [**procurement@ecitb.org.uk**](mailto:procurement@ecitb.org.uk)
  5. The Tender must be based upon the terms, conditions and specification(s) set out in these documents; otherwise, it may be rejected as being unsuitable and non-compliant. The Form of Tender may not be modified in anyway.
  6. Tenderers will be notified of the outcome of their Tender submission at the time stated in the tender timetable above, though this may be subject to change at the ECITB’s discretion.
  7. If a Tender appears to be abnormally low in relation to the supplies, services or works to be provided, the ECITB will request a clarification in writing and/or explanation concerning its elements. The ECITB reserves the right to exclude a Tender, if after a verification process based on the explanations and evidence received it concludes that the Tender is abnormally low.

## **Pricing**

* 1. Prices shall be submitted in accordance with the Schedule of Prices template within Appendix B.
  2. Unit rates and prices must be denominated in Sterling (GBP). Pricing should be submitted exclusive of Value Added Tax (VAT), unless specified otherwise.
  3. If the ECITB suspects that there has been an error in pricing of the Tender, the ECITB reserves the right to seek clarification as it considers necessary from that Tenderer only, though is under no obligation to do so.

## **Amendments to the Tender Documents**

* 1. The ECITB reserves the right to make changes to the ITT and its related documentation. Should any changes be required, due to omission or error by the ECITB, revised documentation will be uploaded to Contracts Finder, with any changes redlined.

## **Clarification Questions**

* 1. Tenderers must only submit clarification questions, and otherwise communicate with the ECITB, in accordance with the process set out in this paragraph.
  2. Any clarification questions arising from the procurement documents, including this ITT, should be raised in writing via email to [**procurement@ecitb.org.uk**](mailto:procurement@ecitb.org.uk) as soon as possible and in any event, no later than the deadline stipulated in paragraph 6, Indicative Timetable above. The ECITB may, at its absolute discretion (but shall not be obliged to), respond to any queries submitted after this date. The ECITB will endeavour to respond to all clarification questions promptly.
  3. All such queries received, together with the ECITB’s responses, will, where possible, Tenderers be circulated to all Tenderers who have requested and obtained the procurement documents.
  4. To enable this process, **Tenderers should register their interest in the ITT** via [**procurement@ecitb.org.uk**](mailto:procurement@ecitb.org.uk) after download of the documents from Contracts Finder.
  5. Notwithstanding this general position, there may be occasions when the ECITB considers the clarification question or its response to be commercially sensitive and, as such, the ECITB reserves the right to respond only to the Tenderer raising the particular clarification.
  6. Where a Tenderer seeking clarification considers its question to be commercially sensitive, the Tenderer should mark the clarification question “COMMERICALLY SENSITIVE”. The decision as to whether a clarification question is commercially sensitive or not rests solely with the ECITB. If the ECITB considers that it is able to answer the clarification question on a sensitive basis, then it shall do so. However, if the ECITB considers that it is unable to answer the clarification question on a sensitive basis, then it will give the Tenderer seeking clarification the opportunity to remove any commercially sensitive marking and allow the question to be answered in the normal way. If a Tenderer does not agree, the clarification will be considered withdrawn and will not be answered.
  7. If as a result of a clarification question or otherwise, the ECITB is of the opinion that the procurement documents require amendment then the ECITB shall be entitled to do so by giving notice via Contracts Finder.

1. **Equality, Diversity and Inclusion (EDI)**

The successful Tenderer shall provide and adhere to their Equality, Diversity and Inclusion Policy. If you do not have an Equality, Diversity and Inclusion Policy, the ECITB expects you to adhere to the ECITB’s own Equality, Diversity and Inclusion Policy. A copy of which can be supplied upon request.

## **Section 2 Specification(s)**

Specification Ref: PH01-25-1 (revised version 21.01.25 redlined)



\*Also available for download as an attachment within the notice on Contracts Finder

## **Section 3 Form of Contract**

Form of Contract: 20241212 ECITB Service Provision Agreement Design for E-learning PH01-25

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\*Also available for download as an attachment within the notice on Contracts Finder

## **Section 4 Scoring Criteria and Evaluation Methodology**

**14 Price Submission (30% weighting)**

14.1 Scores will be awarded for price on the following basis:

The lowest Total Contract Price (Yr 1) in Sterling GBP (excluding VAT) will be awarded the highest score (a mark of 30%).

All other Tenderers will be awarded pro rata scores on the relative competitiveness of their Total Contract Price (Yr 1) compared to the lowest Total Contract Price (Yr 1) e.g. (Total Contract Price (Yr 1) – Lowest Total Contract Price (Yr 1) / Lowest Total Contract Price (Yr 1) \* 100) = X%. This percentage will be deducted from the total score (30%) available for Total Contract Price (Yr 1).

14.2 All pricing submissions should be in accordance with Appendix B – Pricing Schedule.

**15 Quality / Non priced Submission (70% weighting)**

15.1 The evaluation panel will use the below scoring methodology for the evaluation of tenderer’s ITT submissions for the questions marked as ‘Scored’.

15.2 **Scoring Matrix (Table 1):**

The following scoring system will be used to score those questions marked as ‘Scored’.

|  |  |  |
| --- | --- | --- |
| **Score** | **Definition** | **Description** |
| 10 | Excellent | The Tenderer has provided a response which addresses  all requirements of the question and provides the ECITB the **utmost level of confidence.** |
| 7 | Good | The Tenderer has provided a response which addresses all requirements of the question and provides the  ECITB a **good level of confidence.** |
| 5 | Adequate | The Tenderer has provided a response which addresses all requirements of the question and provides the ECITB an **adequate level of confidence.** |
| 3 | Poor | The Tenderer’s response fails to address all requirements of the question and/or the ECITB has  **serious reservations.** |
| 0 | Unacceptable | Response **does not answer the question and/or is irrelevant and/or is otherwise unacceptable.** |

15.3 Weightings will then be applied to those questions that are ‘scored’ as follows.

15.4 **Question Weightings (Table 2)**:

|  |  |  |  |
| --- | --- | --- | --- |
| **Evaluation Category** | **Question Number(s)** | **Question** | **Weighting (%)** |
| Information | 1.1 | Tenderer Information | N/A |
| Pass/Fail | 2.1 – 10.1 | Mandatory questions | N/A |
| **Pricing** | Appendix B | Pricing submission | **30%** |
| **Quality / Technical** | Appendix C | Quality / Technical submission |  |
|  | 1 | Experience and Portfolio | 40% |
|  | 2 | Project Delivery | 15% |
|  | 3 | Project Timelines & Budget Management | 10% |
|  | 4 | Project Risk Management | 5% |
|  |  |  |  |
|  |  | **Quality Total** | **70%** |
|  |  | **Overall Total** | **100%** |

**16. Evaluation Methodology: Pass / Fail Criteria (Table 3)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Question(s)** | **Evaluation Category** | **Scoring Methodology** | **Weighting** |
| 2.1 to 4.3 | Pass/Fail | **Exclusion Grounds**  **Pass** = None of the exclusion grounds apply to the Tenderer OR one or more of the exclusion grounds does apply but the Tenderer has satisfactorily demonstrated its reliability and has therefore been considered to have ‘self-cleaned’  **Fail** = An exclusion ground applies to the Tenderer and the Tenderer has not satisfactorily demonstrated its reliability and has therefore not been considered to have ‘self-cleaned’.  **Pass/fail criteria for Key Sub-Contractors**  As stated above in respect of Tenderers.  Where one or more of the Tenderer’s Key Sub-Contractors is deemed to ‘fail’ the above-mentioned criteria, however the Tenderer itself is deemed to ‘pass’ this Question, the ECITB shall notify the Tenderer concerned and may provide the Tenderer with the opportunity to propose an alternative Key Sub-Contractor. However, in deciding whether to permit this, the ECITB will have regard to whether this would be permissible by the Regulations and in particular, whether this will  comply with the principle of equal treatment of all Tenderers as further explained in respect of Question 3.2 below. | **N/A** |
| 6.1 | Pass/Fail | **Economic and Financial Standing**  **Pass** = where the Tenderer selected ‘Yes’ in response to question 6.1, agreeing to its economic and financial standing being checked prior to executing any contract with the ECITB  **Fail =** where the Tenderer selected ‘No’ in response to question 6.1, not agreeing to its economic and financial standing being checked prior to executing any contract with the ECITB.  **Additional Information:**  Prior to executing any contract with a successful Tenderer, the ECITB will carry out checks and analysis on that Tenderer to determine whether the Tenderer (or its  guarantor) has the necessary economic and financial standing to deliver the contract in accordance with the ECITB’s requirements.  Should the ECITB, based on its combined analysis, identify a concern regarding the Tenderer’s economic and financial standing which the ECITB considers to pose a material risk to its ability to deliver the ECITB’s contract requirements, and which is not addressed by any offered guarantee from a parent or group company or other entity whose financial standing does not pose a similar material risk, the ECITB at is sole discretion, may decide not to award the contract to that bidder.  The ECITB may give the Tenderer the opportunity to respond to or clarify the material risk which the ECITB has identified and provide any mitigating circumstances or reasons why this should not be treated as a material risk. This is though at the sole discretion of the ECITB. | **N/A** |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | In making this assessment, the ECITB will consider the following factors, in combination, as measures of the Tenderer’s (or its guarantor’s) financial standing, **prior to execution of any contract**:   1. **Financial stability:** Whether the Tenderer (or any guarantor) can demonstrate a stable trading position, typically whether it has consistently made a profit over the last two financial years (or the number of years of trading if less than two years); or, where there has been a loss, a clear explanation for the future stability of trading can be provided (i.e. loss arose due to early investment in a project or was exceptional and a return to profitability is expected); 2. **Scale:** That the indicative contract value does not form a disproportionate proportion of the Tenderer’s (or any guarantor’s) business, typically that the Tenderer’s annual turnover is **at least twice** the indicative value of a contract or group of contracts (as defined by the number of lots bid for by a Tenderer, if lotting applies to this procurement). 3. **Other financial concerns:** Where any further financial information relating to the Tenderer which is in the public domain identifies any other material concerns as to the Tenderer’s financial standing or stability.   **Key Sub-Contractors**  Prior to executing any contract with a successful Tenderer, the ECITB will also assess the economic and financial standing of any Key Subcontractors proposed by the Tenderer at its sole discretion, to the criteria noted above. |  |
| 5.1 | Pass/Fail | **Insurance**  **Pass** = where the Tenderer has selected ‘Yes’, confirming it is able to commit to obtaining the type/level of insurance required prior to commencement of the contract.  **Fail** = where the Tenderer has selected ‘No’ and does not meet the criteria for a ‘pass’ in respect of this question. | **N/A** |
| 7.1 | Pass/Fail | **Health and Safety**  **Pass** = where the Tenderer selected ‘Yes’ in response to question 7.1 and attached a copy of their current Health and Safety Policy, or where they selected N/A as they do not have a current Health and Safety Policy as employ fewer than 5 people  **Fail =** where the Tenderer selected ‘No’ in response to question 7.1 and has not attached a copy of their current Health and Safety Policy. | **N/A** |
| 8.1 | Pass/Fail | **Equality, Diversity and Inclusion**  **Pass** = where the Tenderer selected ‘Yes’ in response to question 8.1 and attached a copy of their current Equality, Diversity and Inclusion Policy.  **Fail =** where the Tenderer selected ‘No’ in response to question 8.1 and has not attached a copy of their current Equality, Diversity and Inclusion Policy. | **N/A** |
| 9.1 | Pass/Fail | **Quality Management Policy and Capability**  **Pass** = where the Tenderer selected ‘Yes’ in response to question 9.1 and attached a copy of their current QMS Certificate.  **Fail =** where the Tenderer selected ‘No’ in response to question 9.1 and has not attached a copy of their current QMS Certificate. | **N/A** |
| 10.1 | Pass/Fail | **Commitment to Budget**  **Pass** = where the Tenderer selected ‘Yes’ in response to question 10.1.  **Fail =** where the Tenderer selected ‘No’ in response to question 10.1. | **N/A** |

## **Appendix A Schedule of Prices**

**INSTRUCTIONS FOR COMPLETION**

Tenderers are required to complete the Schedule of Prices and return as part of their ITT response. Tenderers shall:

1. Complete all required sections;
2. Not add further columns or rows or alter the Schedule of Prices in any way, unless specifically instructed to do so;
3. Ensure that each element within the Schedule of Prices totals correctly to two decimal places;
4. Submit their costs which are inclusive off all KNOWN Government legislative increases; and
5. Ensure that all prices must are quoted in Sterling (GBP) to two decimal places, exclusive of Value Added Tax (VAT).

**Inaccurate completion of the Schedule of Prices will be taken into account when deciding whether the Tender submission can be accepted by the ECITB.**

Schedule of Prices ECITB PH-0125-1 (revised version 21.01.25 redlined)

\*Also downloadable as a separate attachment within the Contracts Finder Notice.



## **Appendix B Tender Response Form**

Tenderers are required to respond to each of the items below by inserting their response to the question within the box marked Response.

1. **Your Company Information (For Information Only)**

| **Question number** | **Question** | **Response** |
| --- | --- | --- |
| 1.1(a) | Name (if registered, please give the registered name) |  |
| 1.1(b) – (i) | Registered address (if applicable) or head office address |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status a) - public limited company b) - private limited company c) - limited liability partnership d) - other partnership e) - sole trader f) - third sector g) - other (please specify your trading status) |  |
| 1.1(d) | Date of registration (if applicable) or date of formation. |  |
| 1.1(e) | Registration number (company, partnership, charity, etc if applicable). |  |
| 1.1(f) | Registered VAT number. |  |
| 1.1(g) - (i) | Are you registered with the appropriate professional or trade register(s) specified for this procurement in the country where your organisation is established? | Yes      ▢ No       ▢ |
| 1.1(g) - (ii) | If you responded yes to 1.1(g) - (i), please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide - the website address, - issuing body - reference number. | i.e.: UKPRN, |
| 1.1(h) | Are you a Small, Medium or Micro Enterprise (SME)? | Yes       No |
| 1.1 (i) | Details of Persons with Significant Control (PSC), where appropriate - Name - Date of birth - Nationality - Country, state or part of the UK where the PSC usually lives - Service address - The date he or she became a PSC in relation to the company - Which conditions for being a PSC are met: - Over 25% up to (and including) 50% - More than 50% and less than 75% - 75% or more (Please enter N/A if not applicable) |  |
| 1.1(j) | Details of your immediate parent company: - Full name of immediate parent company, - Registered or head office address, - Registration number (if applicable), - VAT number (if applicable), Please enter N/A if not applicable) |  |
| 1.1(k) | Details of ultimate parent company: - Full name of ultimate parent company, - Registered or head office address, - Registration number (if applicable), - VAT number (if applicable), (Please enter N/A if not applicable) |  |

1. **Pass/ Fail Criteria: Mandatory Questions**

Please complete all questions.

| **Question number** | **Question** | | | **Declaration** |
| --- | --- | --- | --- | --- |
| 2.1 (a) | Within the past five years, anywhere in the world, have you or any person who: - is a member of the supplier’s administrative, management or supervisory body or - has powers of representation, decision or control in the supplier, - been convicted of any of the offences within the summary below? | | |  |
| - | Participation in a criminal organisation. | | | Yes       No |
| - | Corruption. | | | Yes       No |
| - | Terrorist offences or offences linked to terrorist activities. | | | Yes       No |
| - | Money laundering or terrorist financing. | | | Yes       No |
| - | Child labour and other forms of trafficking in human beings. | | | Yes       No |
| - | Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland. | | | Yes       No |
| - | Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland. | | | Yes       No |
| 2.1(b) | If you have answered yes to any part of question 2.1(a), please provide further details, including:  - date of conviction and the jurisdiction, - which of the grounds listed the conviction was for, - the reasons for conviction, - the identity of who has been convicted.  If the relevant documentation is available electronically, please provide:  - the web address, - issuing authority, - precise reference of the documents. | | |  |
| 2.1(c) | If you have answered yes to any part of the question above, please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion. (Self-cleaning). | | |  |
| 3.1(a) | | Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK. | Yes       No | |
| 3.1(b) | | If you have answered no to 3.1(a), please provide further details including the following:  - country concerned - what is the amount concerned - how the breach was established, i.e. through a judicial or administrative decision or by other means - if the breach has been established through a judicial or administrative decision, please provide the date of the decision - if the breach has been established by other means please specify the means |  | |
| 3.2 | | Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines. | Yes       No        N/A | |

Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions.

| **Question number** | **Question** | **Declaration** |
| --- | --- | --- |
| 4.1 | Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full in Annex D applied to you? |  |
| 4.1(a) | Breach of environmental obligations? To note that environmental law obligations include Health and Safety obligations. | Yes       No |
| 4.1(b) | Breach of social law obligations? | Yes       No |
| 4.1(c) | Breach of labour law obligations? | Yes       No |
| 4.1(d) | Bankruptcy or subject of insolvency? | Yes       No |
| 4.1(e) | Guilty of grave professional misconduct? | Yes       No |
| 4.1(f) | Distortion of competition? | Yes       No |
| 4.1(g) | Conflict of interest? | Yes       No |
| 4.1(h) | Been involved in the preparation of the procurement procedure? | Yes       No |
| 4.1(i) | Prior performance issues? | Yes       No |
| 4.1(j) | Do any of the following statements apply to you? |  |
| 4.1(j) - (i) | You have 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. | Yes       No |
| 4.1(j) - (ii) | You have withheld such information. | Yes       No |
| 4.1(j) –(iii) | You are not able, without delay, to submit documents if/when required. | Yes       No |
| 4.1(j) –(iv) | You have undertaken to unduly influence the decision-making process of the ECITB to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes       No |
| 4.2 | *You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.*  If you are a relevant commercial organisation, please:  - confirm that you have published a statement as required by Section 54 of the Modern Slavery Act. - confirm that the statement complies with the requirements of Section 54. | Yes       No |
| 4.3 | If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self-cleaning) |  |

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| --- | --- | --- |
| 5.1 | Insurance  Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = £5m  Public Liability Insurance = £1m  Professional Indemnity Insurance = £1m  \*There is a legal requirement for certain employers to hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. See the [Health and Safety Executive website (PDF, 133KB)](http://www.hse.gov.uk/pubns/hse39.pdf) for more information | Yes       No  Yes       No  Yes       No |
| 6.1 | Financial Standing  Prior to execution of any contract, the Tenderer accepts it will be subject to financial checks to its economic and financial standing. | Yes       No |
| 7.1 | Health and Safety  Please confirm that your organisation has a current Health and Safety Policy that complies with current legislative requirements (if applicable, i.e. your organisation has less than 5 employees).  **Please provide a copy with your submission.** | Yes       No  N/A |
| 8.1 | Equality, Diversity and Inclusion  Please confirm that your organisation has a current Equality, Diversity and Inclusion Policy (ED&I) that complies with current legislative requirements?  **Please provide a copy with your submission.** | Yes       No |
| 9.1 | Quality management policy and capability  Does your organisation and all key supply chain members hold a certificate of compliance with BS EN ISO 9001 (or equivalent) issued by a Conformity Assessment Body accredited to provide conformity assessment services to that standard e.g., accredited by UKAS?  **Please provide a copy certificate with your submission.** | Yes       No |
| 10.1 | Commitment to Budget  Please confirm you are able to comply with the budget stated within the Specification. | Yes       No |

1. **Scored Quality Assessment (70%)**

3.1 The questions in this scored assessment section account for 70% of the marks available and are weighted as indicated per question and as detailed within the scoring and evaluation criteria in Section 4. Please note the maximum page limits stated for your responses. Any responses over this limit will not be considered.

|  |  |  |
| --- | --- | --- |
| 1 | Experience and Portfolio | Weighting 40% |
| Question:  Please provide a sample portfolio of relevant, recent work (within the past 3 years), demonstrating your expertise in designing, developing, and testing e-learning courses. Include examples of:   1. Multimedia asset design, such as videos, graphics, interactive elements. 2. Successful e-learning projects that were tested and implemented, including outputting to SCORM/xAPI files. 3. Projects leveraging outputs from the Design stage, such as storyboards, screen plans, and wireframes, as well as outputs from the Development stage of the ADDIE model, including prototypes and full builds. 4. Flexibility in task delivery, including call-off models or similar approaches. | | |
| Response: | | |
| Maximum: 2 sides of A4 | | |

|  |  |  |
| --- | --- | --- |
| 2 | Project delivery | Weighting 15% |
| Question:  Please detail your approach to project delivery for this contract, aligned with the ADDIE model. | | |
| Response: | | |
| Maximum: 1 side of A4 | | |

|  |  |  |
| --- | --- | --- |
| 3 | Project timelines and Budget Management | Weighting 10% |
| Question:  Please provide examples of how you manage both time and budget as part of project delivery, such as project status and budget updates, etc. | | |
| Response: | | |
| Maximum: 1 side of A4 | | |

|  |  |  |
| --- | --- | --- |
| 4 | Project Risk Management | Weighting 5% |
| Question:  Please identify what you perceive to be the main risks to project delivery of this contract and propose how you would mitigate them. | | |
| Response: | | |
| Maximum: 1 side of A4 | | |

## **Appendix C Tender Certificate**

I/We the undersigned, hereby Tender and offer to provide the services which are more particularly referred to in the Invitation to Tender (ITT) supplied to me/us for the purpose of Tendering for the provision of the services and upon the terms thereof.

I/we certify that the information supplied is accurate to the best of my/our knowledge and I/we understand that false information could result in the exclusion of my/our Tender.

I/we understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will entitle the ECITB to cancel any contract currently in force and will result in my/our exclusion from the list of Tenderers invited to Tender and/or exclusion of my/our Tender.

I/we hereby certify that I/we have/will not canvass any Director, employee, representative or adviser of ECITB in connection with the proposed award of the contract by ECITB and that no person employed by me/us or acting on my/our behalf, or advising me/us, has/will done/do any such act.

I/we confirm that save as expressly provided for, the Tenderer undertakes to keep confidential all information concerning its ITT and all other information concerning the business and affairs of ECITB which the Tenderer has received or obtained in connection with this ITT, or in discussion relating to it.

I/We confirm that we accept the contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender and closure of the tender process to execute the contract within 10 business days of such acceptance (or otherwise as agreed with ECITB).

I/We agree that ECITB may disclose the Tenderer's information/documentation (submitted to ECITB during this further competition) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

**Statement of non-canvassing.**

I/we hereby certify that I/we have not canvassed any Minister, Director, employee, representative or adviser of ECITB in connection with the proposed award of the contract by ECITB, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any Minister, Director, employee, representative or adviser of ECITB in connection with the award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

The essence of selective Tendering for the contract is that ECITB shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person. I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

1. communicate to a person other than ECITB, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
2. enter into any agreement or agreements with any other person that they shall refrain from Tendering or as to the amount of any offer submitted by them; or
3. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

**Conflict Of Interest**

I/we confirm that, based on the information provided in the ITT and in the general public domain I/we would have no conflicts of interest in respect of providing the works if offered this appointment.

I/we agree that ECITB may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

I/we confirm that the Tender remains valid for a minimum of six months from the date of this Tender Certificate.

I/we confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the contract.

|  |  |
| --- | --- |
| **Signed:** |  |
| **Name:** |  |
| **Position:** |  |
| **For and on behalf of (Tenderer Organisation):** |  |
| **Email Address:** |  |
| **Phone Number:** |  |
| **Address:** |  |

## **Appendix D Commercially Sensitive Information**

The ECITB is subject to the provisions of the Freedom of Information (FOI) Act 2000.

If you consider that any information supplied for the purposes of your ITT response or which will be supplied during the performance of the contract is either confidential in nature or commercially sensitive (within the meaning of the aforementioned Act under sections 41 or 43, please see the guidance on exemptions on the information commissioner’s website on [www.ico.gov.uk](http://www.ico.gov.uk/) ), this should be highlighted in the body of your ITT response and the reasons for its sensitivity given in the table below.

Submission of a completed table does not guarantee that the information highlighted will be recognised as an exemption and this will be subject to clarification.

|  |  |
| --- | --- |
| 1. Document submitted |  |
| 2. Section/paragraph of document |  |
| 3. Specify the Information/wording considered to be confidential/ commercially sensitive |  |
| 4. Reasons/ justifications for Information being confidential/ commercially sensitive |  |
| 5. Timescale which information under (3) shall be confidential |  |