

**Invitation to Tender**

**Contract Reference: PH01-23**

Creation of design concepts and multimedia assets  
for ECITB e-learning courses

**Contact:** Paul Hammonds

**Telephone:** 07880 013 444

**Email:** paul.hammonds@ecitb.org.uk

**Important notices**

1. Confidentiality

Tenderers shall:

* 1. At all times treat this Invitation to Tender and accompanying documents as confidential.
  2. Not disclose, copy, reproduce, distribute or pass any information relating to the tender to any third party or allow any of these things to happen
  3. Not use the information provided for any other purpose other than for the purpose of making (or deciding whether to make) a tender.

1. Accuracy of information
   1. The information contained in this ITT has been prepared by ECITB in good faith but does not purport to be comprehensive or to have been idependently verified. ECITB does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or verbal information made or to be made available to any tenderer or its professional advisors and any liability therefore is hereby expressly disclaimed.
   2. Tenderers considering entering into a contractual relationship with ECITB should make their own enquiries and investigations of ECITB’s requirements. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed agreement.
   3. Nothing in this ITT is, or should be relied upon as a promise or representation as to the future and ECITB does not undertake to provide tenderers with access to any additional information or to update the information in this ITT or to correct any inaccuracies that may become apparent. ECITB reserves the right, without prior notice, to change the procedures outlined in this ITT or to terminate discussions and the delivery of information at any time before entering into a contract.
   4. The tenderer must acquaint and satisfy himself with all conditions likely to affect the execution of the contract, as no claim by the tenderer for additional payment shall be allowed on the grounds of any misunderstanding, or ignorance due to the lack of knowledge of the conditions, regulations or requirements of the contract.
2. Inducements

Any tenderer who, in connection with its bid for the contract:

* 1. Offers an inducement, fee or award to any representative of ECITB or any person acting as an adviser to ECITB in connection with the evaluation of tenders for the Contract; or
  2. Does anything which would constitute a breach of the Bribery Act 2010

will be disqualified (without prejudice to any other civil remedies available to ECITB and without prejudice to any criminal liability that such conduct by a tenderer may attract) from further participation in the competition for the contract.

1. Non-collusion

Any tenderer who, in connection with its tender for the Contract:

* 1. Fixes or adjusts its tender by or in accordance with any agreement or arrangement with any other tenderer;
  2. Enters into any agreement or arrangement with any other tenderer to refrain from making a bid or to alter, in any way the content of any tender to be submitted;
  3. Causes or induces any person to enter into any such agreement as referred to in paragraph 4.1 or 4.2 above or to inform any other tenderer of the content of any other tender for the Contract;
  4. Offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for the Contract; or
  5. Communicates to any person (outside its professional and financial advisers other than ECITB or any person duly appointed by ECITB) the content of its proposed tender

will be disqualified (without prejudice to any other civil remedies available to ECITB and without prejudice to any criminal liability that such conduct by a tenderer may attract) from further participation in the competition for the Contract. Tenderers are required to return with their tender the Certificate of Non-Collusion forming part of the tender pack.

1. Copyright

The copyright in this ITT is vested in ECITB and may not be reproduced, copied or stored in any medium without the prior written consent of ECITB. This ITT and any document issued to tenderers supplemental to it shall remain the property of ECITB and shall be returned upon demand.

1. Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any publicity activity in relation to the contract other than with the prior written consent of ECITB (in relation to the form and content of the proposed publicity).

1. Acceptance of tenders
   1. The issue of this ITT in no way commits ECITB to award any contract pursuant to the tender process. ECITB is not bound to accept any tender and reserves the right to accept any tender either in whole or in part.
   2. Subject to the requirements of the Public Contracts Regulations 2015, ECITB reserves the right to reject any or all of the responses received and discontinue the tendering process and/or reject any incomplete or incorrectly completed responses.
   3. Tenders will be checked initially for compliance with the requirements of this ITT and for completeness. Clarification may be sought from tenderers in order to determine if a bid is complete and compliant. Tenders that are not substantially complete and/or compliant with the requirements of this ITT may be rejected.
   4. Upon acceptance by ECITB of a tender it is a condition of the acceptance that the successful tenderer executes a contract in the same form as the Form of Contract which formed part of the tender pack submitted to the tenderer.
2. Timescale

ECITB reserves the right, in its absolute discretion to amend the timetable or extend any time period in this ITT.

1. Preparation of tender

Tenderers shall bear their own costs for preparation of their tender and in no circumstances whatsoever shall ECITB become liable for any tendering costs.

1. Contact information

The ECITB contact handling queries relating to this tender is:

**Paul Hammonds (E-learning Designer)**

**ECITB**

**Kings House Business Centre**

**Home Park**

**Station Road**

**Kings Langley**

**Herts**

**WD4 8LZ.**

**07880 013 444**

**paul.hammonds@ecitb.org.uk**

All communication regarding the tender process shall be in writing via the above-named contact.

1. Tender feedback

Following award of contract, feedback will be available from the nominated contact upon request.

1. Payment and invoices

Whilst payment provisions and schedules will be incorporated into the contract, you are advised that ECITB will make payments as follows:

* Monthly in arrears
* By BACS
* Invoices will be required in all instances and must include the relevant contract reference details and number, which will be communicated by ECITB upon award of contract.
* Invoices should be sent to:

Accounts Department

ECITB

Kings House Business Centre

Home Park

Station Road

Kings Langley

Herts

WD4 8LZ.

1. Instructions for completion

Where a maximum word count is specified in a question, please adhere to this. Words which exceed the maximum specified may not be taken into consideration.

Unless specifically requested to supply copies of documents, please insert your answers in the space provided following each question (the table will expand as required). All enclosures and supporting documents should be clearly marked with the name of your organisation, section number and the question to which they relate.

Do not include general marketing or promotional material from your organisation as answers to any of the questions unless specifically requested to do so.

All prices quoted in this document should be exclusive of VAT.

1. Instructions for return

The Tender should be fully completed (i.e. Sections 1, 2 and 3) and returned as follows:

* 1 electronic copy by e-mail copied to [paul.hammonds@ecitb.org.uk](mailto:paul.hammonds@ecitb.org.uk).

Which includes:

* + Document 3, PQQ
  + Document 4, Invitation to Tender with questions completed (this document)
* PQQ must be returned by 5pm on **Friday 8th December 2023**
* Tenders must be returned by 5pm on **Wednesday 20th December 2023**
* Tenders received after the deadline quoted above will not be considered.
* If an electronic copy is not possible, bids may be posted, the envelope and any other packaging or labelling should not identify your organisation. You must return your tender documents either electronically or in a sealed envelope.
* Your tender envelope should be addressed to:

**Paul Hammonds**

**ECITB**

**Kings House Business Centre**

**Home Park**

**Station Road**

**Kings Langley**

**Herts**

**WD4 8LZ.**

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The Pre-Qualification Questionnaire (PQQ) and the Tender must be completed and returned as per the deadlines specified in the schedule on the Contract Finder Summary Form and on page 2 of the document, *1 Read me first – Notice of Invitation to Tender*. The ECITB will not consider incomplete PQQs and Tenders, or if these documents are received after the deadline.

1. Freedom of information

ECITB has obligations and responsibilities under the Freedom of Information Act (2000) to provide access to recorded information held by it upon request.

Applicants/Tenderers who consider that any information submitted/to be submitted in the Tender, Contract Documents or subsequently should not be disclosed to a third party because of its sensitivity should provide a schedule of that information.

The Schedule should contain:

a. Full reasons as to why it is considered to be likely to prejudice the commercial interest of the tenderer or a trade secret by disclosure of the information and would therefore constitute an actionable breach of confidence.

b. Reasonable timescales during which that information should not be disclosed.

|  |  |
| --- | --- |
| **NAME OF PERSON DEALING WITH THIS TENDER** | |
| **Full name** |  |
| **Position** |  |
| **Telephone** |  |
| **E-mail** |  |
| **Date** |  |

**SECTION ONE: Price**

|  |  |
| --- | --- |
| 1. **The Services – Delivery. Please provide a total price for providing the services and deliverables as outlined in the ITT Specification at Section 4, including VAT. (Maximum 250 words)** | Within budget? Yes/No |
|  |  |
| 1. **For transparency, please indicate the major costs that will be incurred for the work** |  |
|  |  |
| 1. **Payment terms – ECITB normally pays for activities on their successful completion, if you would seek staged payments, please identify your expectations here.** |  |
|  |  |

**SECTION TWO: Non-Price Information**

|  |  |
| --- | --- |
| 1. **Please summarise how you intend to approach the creation of the design concept options, multimedia assets and any project management you will apply to deliver The Services. (Maximum 350 words)** | 20 marks |
|  |  |
| 1. **Please provide us access to a portfolio of recent work that demonstrates your ability to meet the requirements of this contract.** | 40 marks |
|  |  |
| 1. **Please detail the availability and commitment of resources to deliver this contract if your tender is successful. (Maximum 250 words)** | 10 marks |
|  |  |
| 1. **What, if any, do you envisage to be the risk(s) to successful delivery of this contract; briefly explain how you would mitigate them; and how you would deal with any issues in the event any may arise. (Maximum 250 words)** | 10 marks |
|  |  |
| 1. **Please use the space below for any further comments on how you would fulfil the contract requirements. (Maximum 250 words).** |  |
|  |

**ECITB will apply a Most Economically Advantageous Tender (MEAT) approach in evaluating tenders.**

## SECTION THREE: Undertakings

When you have completed Sections 1 and 2, please confirm that:

* You have fully answered all appropriate questions YES/NO
* You have read and signed the section below YES/NO

This section is to be completed and signed by a senior person on behalf of the organisation making this application.

My organisation in completing this Invitation to Tender, has considered the specification issued by ECITB and I/we certify that my/our organisation is interested in performing the services set out in the documentation.

I/We certify that the information supplied is accurate to the best of my/our knowledge.

I/We understand and accept that the provision of false or inadequate information could result in the rejection of this application.

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.

I/We also understand that any such action will empower ECITB to cancel any contract currently in force and will result in the rejection of this application.

**SIGNATURE:** ………………………………………

*(Who is duly authorised on behalf of the Company)*

**NAME:**  ………………………………………

*(Please print name in block capitals)*

**DESIGNATION:** ………………………………………

**TEL. NUMBER:** ………………………………………

*(Incl. STD code)*

**DATE:** ……………………………………...