



## **Invitation to Tender**

**Contract Reference: CHPP-2023-NM**

**Contract title: Facilitation of an APM CHPP programme**

**Contact: Nikki MacPherson**

**Telephone: 07785 720055**

**Email: [nikki.macpherson@ecitb.org.uk](mailto:nikki.macpherson@ecitb.org.uk)**

## **Important notices**

### **1. Confidentiality**

Tenderers shall:

- 1.1 At all times treat this Invitation to Tender and accompanying documents as confidential.
- 1.2 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
- 1.3 Not use the information provided for any other purpose other than for the purpose of making (or deciding whether to make) a tender.

### **2. Accuracy of information**

- 2.1 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 independently 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.

### **3. Inducements**

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

- 3.1 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
- 3.2 Does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916 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.

#### 4. Non-collusion

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

- 4.1 Fixes or adjusts its tender by or in accordance with any agreement or arrangement with any other tenderer;
- 4.2 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;
- 4.3 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;
- 4.4 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
- 4.5 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.

#### 5. 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.

#### 6. 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).

#### 7. Acceptance of tenders

- 7.1 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.
- 7.2 Subject to the requirements of the relevant EU Directives and 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.
- 7.3 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.

- 7.4 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.

## 8. Timescale

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

## 9. 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.

## 10. Contact information

The ECITB contact handling queries relating to this tender is:

Nikki MacPherson, Account/Project Manager - Scotland  
ECITB  
Office Suite KD3, First Floor  
KD Tower, Cotterells  
Hemel Hempstead  
HP1 1FW

07785 720055

[nikki.macpherson@ecitb.org.uk](mailto:nikki.macpherson@ecitb.org.uk)

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

## 11. Tender feedback

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

## 12. Payment and invoices

Whist 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  
Office Suite KD3, First Floor  
KD Tower, Cotterells  
Hemel Hempstead  
HP1 1FW

### 13. Instructions for completion

Please answer all questions fully in black ink. 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.

### 14. Instructions for return

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

- 1 hardcopy of tender and all supporting documents (including PQQ)
- 1 electronic copy on CD Rom, USB key, or electronically to the contact in #10
- Tenders must be returned by 17.00 hours on **Friday 28th July 2023**
- Tenders received after the deadline quoted above will not be considered
- The envelope and any other packaging or labelling should not identify your organisation. You must return your tender documents in a sealed envelope.
- Your tender envelope should be addressed to:

**Nikki MacPherson, Account/Project Manager- Scotland**  
**ECITB**  
**Office Suite KD3, First Floor**  
**KD Tower, Cotterells**  
**Hemel Hempstead**  
**HP1 1FW**

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The Pre-Qualification Questionnaire and the Tender must be completed and returned by the deadline specified above. The ECITB will not consider incomplete PQQ's and Tenders, or if these documents are received after the deadline.

#### 15. Freedom of information

ECITB has obligations and responsibilities under the Freedom of Information Act (2000) from 1st January 2005 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.

| <b>NAME OF PERSON DEALING WITH THIS TENDER</b> |  |
|------------------------------------------------|--|
| <b>Full name</b>                               |  |
| <b>Position</b>                                |  |
| <b>Telephone</b>                               |  |
| <b>Fax</b>                                     |  |
| <b>E-mail</b>                                  |  |
| <b>Date</b>                                    |  |

## SECTION ONE: Price

|                                                                                                                                          |          |
|------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>1. Description – please provide a description of the price of the services/goods to be delivered. (Maximum 250 words).</b>            | 20 marks |
|                                                                                                                                          |          |
| <b>2. Delivery costs – please detail all delivery costs applicable to this contract.</b>                                                 | 30 marks |
|                                                                                                                                          |          |
| <b>3. Additional Services costs – please detail all additional services costs applicable. Please include daily rates where relevant.</b> | 20 marks |
|                                                                                                                                          |          |

**Note: Costs should exclude VAT & expenses**

## SECTION TWO: Non Price Information

|                                                                                                                                                                                                                                         |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. Detail your methodology for delivery of the goods/services as per specification provided by ECITB. (Maximum 300 words). <i>You may attach a single sheet describing your programme which will not be included in the word count.</i> | 20 marks |
|                                                                                                                                                                                                                                         |          |
| 2. Briefly explain any proposed activities/tasks (processes) to be applied in meeting the specification issued by ECITB. (Maximum 300 words).                                                                                           | 20 marks |
|                                                                                                                                                                                                                                         |          |
| 3. Explain how you would manage the contract. (Maximum 250 words).                                                                                                                                                                      | 10 marks |
|                                                                                                                                                                                                                                         |          |
| 4. How do you propose to monitor performance of the individuals on the programme? (Maximum 150 words).                                                                                                                                  | 10 marks |
|                                                                                                                                                                                                                                         |          |
| 5. How would you provide innovative thinking and/or practices if successful in winning this contract? Please provide any evidence from previous contracts. (Maximum 250 words).                                                         | 20 marks |
|                                                                                                                                                                                                                                         |          |
| 6. How will you achieve consistently high quality and continuous improvement? (Maximum 150 words).                                                                                                                                      | 10 marks |
|                                                                                                                                                                                                                                         |          |
| 7. Please detail the availability and commitment of resources to deliver this contract if your tender is successful. (Maximum 250 words).                                                                                               | 20 marks |
|                                                                                                                                                                                                                                         |          |
| 8. Detail the names, skills, experience and qualifications of the staff you will deploy to deliver this contract if successful. Please attach CVs. (Maximum 300 words).                                                                 | 20 marks |
|                                                                                                                                                                                                                                         |          |
| 9. Detail any sub-contractors/associates you intend to use in the delivery of this contract and their roles. Please also detail how you will ensure strong working relationships and seamless contract delivery.                        |          |
|                                                                                                                                                                                                                                         |          |

|                                                                                                                                                                                                     |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>10. Please outline any experience, competences and technical strengths and evidence which indicate your ability to meet our contract requirements/specification. (Maximum 250 words).</b>        | 20 marks |
|                                                                                                                                                                                                     |          |
| <b>11. How will you handle customer liaison arrangements (both with ECITB and individuals on the programme) including procedures for dealing with complaints and problems? (Maximum 150 words).</b> | 10 marks |
|                                                                                                                                                                                                     |          |
| <b>12. Please use the space below for any further comments on how you would fulfil the contract requirements. (Maximum 250 words).</b>                                                              |          |
|                                                                                                                                                                                                     |          |

## 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:** .....