



Invitation to Tender

Contract Reference: PH05-24

Provision of engineering construction industry-related e-learning content

Contact: Paul Hammonds

Telephone: 07880 013 444

Email: paul.hammonds@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 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.

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 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:

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.

11. Tender feedback

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

12. 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.

13. 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.

14. 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. Which includes:
 - Document 3, PQQ
 - Document 4, Invitation to Tender with questions completed (this document)
- Tenders must be returned by 5pm on **Friday 7th June 2024**
- 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.

Quoting tender reference: **PH05-24**

The Pre-Qualification Questionnaire and the Tender must be completed and returned by the deadline specified above. The ECITB will not consider incomplete PQQs 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) 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

<p>1. The Services – Delivery</p> <p>Please provide a total price for supplying/providing a library of e-learning content, as outlined in the ITT Specification at Section 4, inclusive of VAT. This should encompass the provision of access to the e-learning content library, technical support, maintenance, and any additional services specified.</p> <p>Please note: For our scoring system in this section (1. <i>The Services – Delivery</i>), we are using a tiered banding framework that assigns different scores to various price ranges. You will notice this favours lower price bids, with higher scores for the lower prices and lower scores for the higher prices.</p> <table border="1" data-bbox="256 775 1209 981"> <thead> <tr> <th>Price range</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Less than £40,000</td> <td>15</td> </tr> <tr> <td>£40,000-£50,000</td> <td>10</td> </tr> <tr> <td>£50,000-£60,000</td> <td>5</td> </tr> <tr> <td>More than £60,000</td> <td>0</td> </tr> </tbody> </table> <p>The maximum word count for this section is 250 words. (Maximum 250 words)</p>	Price range	Score	Less than £40,000	15	£40,000-£50,000	10	£50,000-£60,000	5	More than £60,000	0	<p>15 marks</p>
Price range	Score										
Less than £40,000	15										
£40,000-£50,000	10										
£50,000-£60,000	5										
More than £60,000	0										
<p>2. Major cost indicators</p> <p>In the interest of transparency, please indicate the major costs associated with supplying/providing the e-learning content library.</p> <p>This may include but is not limited to: content licensing fees, platform maintenance, technical support, and any other significant expenses. Providing clarity on these cost components will facilitate a better understanding of the overall pricing structure.</p>											
<p>3. Payment terms</p> <p>ECITB typically pays for activities upon their successful completion. If your organisation requires staged payments or has specific expectations regarding payment terms, please identify them here. This may include any upfront fees, billing cycles, or other payment arrangements. Clarity on payment terms will help ensure alignment between both parties' expectations and facilitate smooth contract execution.</p>											

SECTION TWO: Non-Price Information

<p>1. Content quality and relevance</p> <p>Please summarise how you ensure that the e-learning content provided in your service provisions is up-to-date, relevant to our industry, and meets the required quality standards.</p> <p>Please outline any processes or methodologies used to assess the relevancy and adequacy of the content in addressing industry standards and best practices. Where possible, specify any industry-specific standards, guidelines or certifications that your content adheres to or is aligned with.</p> <p>(Maximum 500 words)</p>	<p>20 marks</p>
<p>2. Portfolio of e-learning content</p> <p>Please provide us access (e.g., provide login credentials or sample content files) to a portfolio of your e-learning content that demonstrates your ability to meet the requirements of this contract.</p> <p>For each of these engineering construction industry sectors, please indicate all that you:</p> <ul style="list-style-type: none"> a) have existing content provision relevant to (Existing) b) have plans to have content provision relevant to (Planned). Where you indicate 'Planned', please indicate a timeline for expected provision. <p>Sectors</p> <ul style="list-style-type: none"> • Nuclear • Water treatment • Pharmaceutical • Power generation • Food and drink manufacturing • Renewables • Oil and Gas • Chemical 	<p>30 marks</p>

(No word limit – Ensure access is clear)	
<p>3. Industry reach of your content</p> <p>We understand that your organisation likely provides content to our sector. Could you please detail the market adoption and usage statistics of your current catalogue? Specifically, we are interested in understanding the breadth of your content's reach within the industry, including any key metrics or user engagement data that highlight its impact and popularity.</p> <p>(Maximum 350 words)</p>	25 marks
<p>4. Adaptability of your content</p> <p>How adaptable is your content? If we receive multiple company requests for further additions or subtractions from the content, is this:</p> <ul style="list-style-type: none"> • Possible? • Chargeable? (If so, please provide a rate card for this). <p>(Maximum 350 words)</p>	25 marks
<p>5. Intellectual property assurance</p> <p>Please outline the measures your organisation takes to ensure that the e-learning content provided does not infringe upon any third-party intellectual property rights.</p> <p>Additionally, how do you guarantee that our organisation or our customers will not be in breach of any intellectual property laws or agreements by utilising your content? Please provide details of any checks, licenses, or agreements in place to safeguard against IP issues.</p> <p>(Maximum 250 words)</p>	10 marks
<p>6. Flexibility of subscription models</p> <p>Describe the different subscription models you offer (annual subscription basis, credits, seats, pay per click etc) and how they can be customised to meet our specific needs.</p>	10 marks

<p>Please include any limitations or restrictions associated with each subscription model.</p> <p>(Maximum 300 words)</p>	
<p>7. Data security and compliance</p> <p>How do you ensure the security and confidentiality of user data stored within your record store?</p> <p>Are your systems compliant with relevant data protection regulations?</p> <p>(Maximum 350 words)</p>	15 marks
<p>8. Performance tracking and reporting</p> <p>What tools or metrics are provided within your learning content for tracking learner progress and assessing the effectiveness of the content? Can these integrate with our tracking requirements?</p> <p>(Maximum 250 words)</p>	15 marks
<p>9. Technical support and maintenance</p> <p>What measures do you have in place to provide technical support to customers accessing the e-learning content you provide?</p> <p>How frequently do you update and maintain the e-learning content to keep it relevant and functional?</p> <p>(Maximum 300 words)</p>	10 marks
<p>10. Customisation</p> <p>Can your e-learning content be customised to align with any specific training objectives and/or branding guidelines we or our customers may have?</p> <p>(Maximum 150 words)</p>	10 marks

11. Scalability How scalable is your solution to accommodate our organisation's growth and evolving needs over time? (Maximum 150 words)	10 marks
12. Further comments Please use the space below for any further comments on how you would fulfil the contract requirements. (Maximum 250 words)	No marks

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: