



INVITATION TO TENDER

East Durham College

Contract for Adult Skills Course Delivery

Period: Commencing September 2024 to 31st July 2025

Tender ref: EDC-ITT-AEB

Tender Deadline: 12:00 hours on 28th August 2024

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SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
Contract Description:	Adult Skills Course Delivery
Period of Contract:	September 2024 to 31 st July 2025
Queries:	All queries must be submitted to Joanne Wilson at joanne.wilson@eastdurham.ac.uk , Carina Tomlinson at carina.tomlinson@eastdurham.ac.uk , Jackie Lanagan at jackie.lanagan@eastdurham.ac.uk at least 4 working days prior to the deadline for submissions.
Submission instructions:	Tenders and all associated documentation must be emailed to joanne.wilson@eastdurham.ac.uk procurement@eastdurham.ac.uk "Tender for Adult Education Course Delivery" MUST be stated in subject box.
Date/time for Tender return:	28 th August 2024 12:00

Timetable

This timetable is indicative only. The College reserves the right to change it at its discretion.

Stage	Date(s)/time
Issue of Invitation to Tender	2nd August 2024
Submission of Tenders	28 th August 2024 12:00 hours
Evaluation of Tenders	30 th August and 2 nd September 2024
Notification of result of evaluation	3rd September 2024
Expected date of award of Contract	18th September 2024
Contract commencement	September 2024

EAST DURHAM COLLEGE

FINANCE DEPARTMENT

1. INTRODUCTION

- 1.1. You are invited to tender for the provision of Adult Skills Course Delivery, commencing September 2024 to 31st July 2025.
- 1.2. Tenderers are asked to confirm their intention to Tender for this Contract by 'Registering their Intent' to Joanne Wilson at joanne.wilson@eastdurham.ac.uk procurement@eastdurham.ac.uk
- 1.3. If you have any questions or require any clarification, please submit these to Joanne Wilson at joanne.wilson@eastdurham.ac.uk, Carina Tomlinson at carina.tomlinson@eastdurham.ac.uk, Jackie Lanagan at jackie.lanagan@eastdurham.ac.uk
- 1.4. Responses to individual queries will be available to all Tenderers, without disclosing the name of the Tenderer who initiated the query. Tenderers should note that any queries should be raised no later than four working days before the closing date. These will only be sent to those who confirm their Intention to Tender.
- 1.5. The College reserves the right to cancel the tender process at any point. The College is not liable for any costs resulting from the cancellation of this tender process not for any other costs incurred by those tendering for this Contract.
- 1.6. You are deemed to understand fully the processes that the College is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

2. DEFINITIONS

- 2.1. For the purposes of the contract, except where expressly stated to the contrary, the words below shall have the following meanings:

Contract means the Contract entered into pursuant to the tender.

Contractor means the successful organisation whose tender has been accepted and includes the Contractor's legal representatives and permitted assignees.

Tender means the documents and information submitted by the Tenderer in response to this invitation to tender.

Tenderer means the organisation submitting the tender.

College means East Durham College.

3. **BACKGROUND**

- 3.1. East Durham College operates across three campuses and many local community venues, as well as providing work force development within individual work places across the region. https://edc.ac.uk/sites/default/files/2022-03/edc_strategic_plan.pdf
- 3.2. East Durham College are looking to appoint a maximum of **two** organisations to deliver adult education courses.
- 3.3. Further details of the College's needs under the Contract and other relevant information is provided in the Specification at Schedule 1.

4. **TENDER SUBMISSION REQUIREMENTS**

- 4.1. Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 4.2. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their tenders and must satisfy themselves that the requirements of the contract are fully understood.
- 4.3. Tenderers may include details of what they consider they can offer which will bring added value to the College if they were awarded this contract.
- 4.4. Tenderers may supply any other additional information that they wish to be considered as part of their offer.
- 4.5. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

5. **CONTRACT DOCUMENTS**

- 5.1. Any resulting Contract will consist of the Contract Particulars (to be completed), the General Conditions, the Special Terms and Conditions (all as set out in Schedule 3) and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 5.2. Where the Special Conditions are at variance with the General Conditions, the Special Conditions shall apply.
- 5.3. This Tender is issued on behalf of the College and no Tender will be considered unless it is made on the official Form of Tender.
- 5.4. If the Tenderer adds any tender conditions which are at variance with the General or other conditions of the College then such added conditions shall be deemed to be null and void. The acceptance of any such tender by the College shall not in any way be deemed to be an acceptance by the College of the conditions null and void and the College's conditions shall apply.
- 5.5. Other than the person or persons identified above, no College employee or member of the College has the authority to give any information or make any representation

(express or implied) in relation to this Tender or any other matter relating to the Contract unless specifically agreed by the above person.

- 5.6. The College reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the Tender. All such further documentation that may be issued shall be deemed to form part of the Tender and shall supplement and/or supersede any part of the Tender to the extent indicated.
- 5.7. Under the Contract the College will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 5.8. Estimated requirements (where indicated) are provided for the Tenderers guidance only and a greater or lesser amount may be required.
- 5.9. The College reserves the right to use references from other sources known to the College in addition to any which may be provided by Tenderers.
- 5.10. As part of the procurement process, it may be necessary for the College to undertake a financial assessment of Tenderers in order to mitigate risk to the College and ensure the financial stability of any potential contractor. The College therefore reserves the right to obtain financial reports from third parties in relation to this contract. In the event of an unsatisfactory report the recommended Tenderer may be required to provide a parent company guarantee or an indemnity bond prior to contract award.

6. TENDER EVALUATION AND AWARD CRITERIA

- 6.1. Each submitted Tender will be checked initially for compliance with all requirements of the Tender.
- 6.2. During the evaluation period, the College reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.
- 6.3. The College may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.
- 6.4. The award of this Contract will be to the most economically advantageous Tenderer taking into consideration the following award criteria:

Criteria	%
Quality in terms of	
Ability to meet specifications, Capability and capacity to fulfil contract, Experience in the provision of similar contracts, Evidence of achievement rates.	
Total Quality	85%
Sustainability Credentials, Focus on the economic wellbeing of the area, Promotion of positive progression into employment/extra opportunities for learners	

Total Added Value	15%
Scoring Methodology	
10	Fully comprehensive and appropriate response.
8	Response of a high standard with a highly appropriate understanding of the question.
6	Response illustrates a good understanding of the matter in question. Would benefit from further detail.
4	Response illustrates a basic understanding of the matter in question but lacks detail.
2	Very limited response lacking in any relevant detail.
0	No response submitted.

6.5. Tenderers may be required to give a presentation of their tender and expression of interest to the appropriate management panel at the College, if required the tenderers will be contacted.

6.6. The College reserves the right to accept the whole or any part of any tender submitted. If more than one tender is received from a Tenderer, then only the final tender received will be considered.

7. **INFORMATION REQUIRED FROM TENDERER**

7.1. Tenderers are asked to indicate:

- 7.1.1. Their proposed methodology for fulfilling the Contract and meeting the Specification detailed in **Schedule 1**. This should address key aspects of skills, efficiency, experience and reliability. Please complete **Schedule 8**.
- 7.1.2. Please provide a brief outline of the procedures proposed by the tenderer to ensure that the college obtains optimum value for money.
- 7.1.3. Detail who will manage the account and implication of any proposed activities, setting out customer liaison arrangements and procedures for dealing with complaints and problems including timescales for response and resolution procedures.
- 7.1.4. Tenderer must also include details of what they consider they can offer which will bring added value to the College if they were awarded this contract.
- 7.1.5. Proposal for working in partnership with the College to maximise process efficiencies for example consolidated invoicing.
- 7.1.6. Tenderers must complete and return the Form of Tender referred to in **Schedule 4** and also the “**Application to Join The Approved Supplier List**” to provide all of the obligations under the Contract.

- 7.1.7. Tenderers must note this will be a fixed rate contract exclusive of VAT subject to contract award. No additional claims will be considered for items outside of the contract.
- 7.1.8. Tenderers must complete and return **Schedule 8** Response to contract requirements.

8. **FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT**

- 8.1. The College is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
- 8.2. As part of the College's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 8.3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 8.4. The College will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the College shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The College must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
- 8.5. The College will not be held liable for any loss or prejudice caused by the disclosure of information that:
 - 8.5.1. has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
 - 8.5.2. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
 - 8.5.3. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

SCHEDULE 1-SPECIFICATION

East Durham College is looking to secure a maximum of **two** organisations to deliver **adult education courses** to people aged 19 years and over who live in postcodes within the **North East Combined Authority area**.

The contract value will be based on an 80/20 split. The full contract value will be a maximum of £450,000 – Tenderers are invited to bid for the contract amount they can effectively deliver within the specified contract requirements, it will then be at the discretion of the College to determine the split of the contract award.

Adults must live in an address with a North East Combined Authority postcode, it is not the delivery location. Provision is expected to be part-time and must be linked to the North East LEP or LSIP Strategic Aims for each area. East Durham College is seeking provision which moves adults either directly into jobs or closer to the employment market. We will not accept large volumes of employability provision or distance learning. We would expect all the funded provision to be AEB funded and not Skills for Jobs.

The training must be delivered in full by the contracted training provider, i.e. only one level of sub-contracting is permitted, and no second level subcontracting is permitted. The quality of provision and subcontractor financial health will be paramount as the College will retain responsibility to the ESFA and OFSTED for programme quality. Financial health and inspection outcomes will form important parts of the assessment process, where a credit rating is above average we may reject their tender. The estimated contract value reflects the funding value of learning to be delivered and will be subject to a management fee which will not exceed 20%.

Providers must have experience of delivering provision to meet local skills needs and be able to provide verified data in the following areas:

- Achievement rates which are above national averages
- High levels of positive progression into employment
- History of achieving contracts in the last two years

The positive progression must be into employment, further learning or improved prospects. We are not looking to deliver generic employability programmes.

We will only look to contract with providers who have a history of delivering in the North East and they must have a permanent base in County Durham, Sunderland or Gateshead.

SCHEDULE 2- PRICING

- 1.1 Tenderers are referred to Schedule 4 of the Invitation to Tender, the Form of Tender, which must be completed.
- 1.2 Tenderers must also indicate all other costs that will be associated with the contract e.g. rates, expenses etc. It is the responsibility of the Tenderer to include all costs including rates, expenses etc., which will form part of this Contract. No claim for additional payment will be considered for items that have not been specified within the tender. Please refer to Schedule 3-Special Conditions.
- 1.3 Tenderers may include details of what they consider they can offer which will bring added value to the College if they were awarded this contract.

SCHEDULE 3

PART 1-CONTRACT PARTICULARS

Contract Title	Adult Skills Course Delivery	
Customer	East Durham College C/o Finance Dept Willerby Grove Peterlee County Durham SH8 2RN	
Contractor		
Commencement Date	September 2024	
Contract Period (including option to extend)	September 2024 to 31 st July 2025	
To be called off by Order	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Specification/Description	As detailed in Schedule 1	
Address for Notice	East Durham College C/o Finance Dept Willerby Grove Peterlee County Durham SH8 2RN	
Price	£	
Settlement Terms	30 days	

College Authorised Representatives		
Name	Position	Contact Details
Carina Tomlinson	Vice Principal of Curriculum and Performance	Carina.tomlinson@eastdurham.ac.uk
Jackie Lanagan	Assistant Principal Performance and Planning	Jackie.lanagan@eastdurham.ac.uk

Contractor Manager		
Name		Contact Details
[please insert]		[please insert]
Contractor Key Personnel		
Name	Position	Contact Details
[please insert]	[please insert]	[please insert]

Insurance	
Insurance type:	Minimum level
Employers Liability Insurance	Please confirm
Public Liability Insurance	Please confirm
Professional Indemnity Insurance	Please confirm

SIGNED BY:

POSITION:

DATE:

SIGNED BY:

POSITION:

DATE:

duly authorised to sign for and
on behalf of

duly authorised to sign for and
on behalf of the College

Organisation:

Address:

Occupation:

Position:

SCHEDULE 3

PART 2 - SPECIAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

- 1.1. The contract is for a period September 2024 to 31st July 2025

2. PRICING

- 2.1. The contract value is based on 80/20 split.
- 2.2. Changes to the Price will only become effective when agreed and accepted in writing by the College.
- 2.3. The College reserves the right not to accept any price increase if considered unjustified and the Contractor must allow the College to inspect all relevant documentation supporting the application.
- 2.4. The College reserves the right to continually test the market in order to ensure that the Contract prices are competitive within the marketplace. In the event of the College obtaining a lower bona fide offer from another organisation for the same goods or services, the Contractor will be provided with the opportunity of revising its terms accordingly. Should the Contractor be unable to match the new offer then the College reserves the right to accept the new offer and procure the goods or services from the other organisation.
- 2.5. The successful Tenderer will be expected to collaborate with the College over the contract period to achieve continuous improvement in the quality and delivery of the Contract. Tenderers are considered to have confirmed their willingness to participate in this activity in their Tender.

3. CONTRACT MANAGEMENT

- 3.1. The College undertakes regular Contract monitoring and due diligence checks to ensure Contract standards are met, evaluate Contractor performance and consider areas for improvement. Regular meetings will be held between the College and the Contractor throughout the period of the Contract.
- 3.2. If requested by the College, the Contractor will provide management information reports when required which may include but not be limited to:
- Contract spend and usage breakdown
 - Key performance indicators
 - Order fill rates

4. PROCUREMENT

- 4.1. In line with the College's strategic objective to increase process efficiencies, invoices which do not state the corresponding purchase order number will be rejected by the College and returned to the Contractor (No PO No Pay). The Contractor will be expected to work in partnership with the College to take full advantage of the benefits associated with the automation of the procure to pay process throughout the duration of the contract.

5. TERMINATION

- 5.1. Either party shall have the right to terminate at any time provided not less than 2 months written notice is provided save where the Contractor commits a fundamental breach of contract in which case the Contractor will be given immediate written notice to remedy the breach within 28 days in default of which the Customer can terminate the Contract forthwith thereafter subject to giving the Contractor final written notice.

6. LOCATION AND FACILITIES

- 6.1. The Contractor will be required to provide the Services to East Durham College at any of the campuses as required or locations agreed with the college. Further information regarding the location of the campuses is available at <https://www.edc.ac.uk/contact/getting-to-us>

7. EXIT STRATEGY

- 7.1. The Exit strategy sets out the obligations of the College and Contractor to achieve the orderly transfer of responsibilities for the provision of any service from the Contractor to a new contractor following expiration of this Contract.
- 7.2. The principle objective of the Contractor upon exit shall be to ensure the continuity of the Service under any transfer of Contract.
- 7.3. The Exit Strategy period shall commence 3 months prior to Contract expiry or termination.
- 7.4. The Contractor shall undertake the following obligations as part of the Exit Strategy:
- 7.5. The provision of exit data for the service and any additional services introduced during the period of the Contract.
- 7.6. The provision of a project manager and necessary resources to manage the Contractor's responsibilities and obligations during the handover period.
- 7.7. The provision of any relevant information (excluding commercially sensitive information) to the College which is required to ensure the continued operation of the service following handover period.
- 7.8. The Contractor shall maintain exit data which shall be made available to the College or a new contractor sufficient to enable the transfer of the service.
- 7.9. A handover plan shall be developed between the College and Contractor and shall operate from when the Contract expires or under termination conditions defined within the Contract.

SCHEDULE 4 - FORM OF TENDER

Devolved (County Durham) Adult Education Course Delivery (the “Contract”)

To: East Durham College
C/o Finance Dept
Willerby Grove
Peterlee
County Durham
SR8 2RN

I/We the undersigned hereby offer to provide the Contract as described in the Specification to the College in accordance with the terms and conditions of contract as determined within the Invitation to Tender for the sum of (amount in words):

.....
.....

I/we agree to enter into a formal agreement with the College, when so required by the College, embodying this offer, in accordance with the terms and conditions of Contract as determined within the Tender Documents, at such time as we may be called upon to do so. Until such an agreement is completed, we agree that this offer together with written acceptance from the College shall constitute a legal and binding contract between the College and ourselves.

I/We undertake in the event of acceptance of our Tender to execute the Contract within 15 business days of such acceptance (or otherwise as agreed with the College) and if required in the interim provide the Contract in accordance with the Contract specification and terms and conditions if necessary.

I/We understand that the College reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

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 by: Name(s):

Position:

For and on behalf of:

Address:

.....

Date:

SCHEDULE 5 - CERTIFICATE OF NON-COLLUSION & NON-CANVASSING

Adult Education Course Delivery (the “Contract”)

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the College in connection with the proposed award of the Contract by the College, 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 member, Director, employee, representative or adviser of the College 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 the College 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 (except any sub-contractor identified in this offer).

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:

communicate to a person other than the College, 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 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

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.

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

Signed:

Name:

Position:

For and on behalf of:

SCHEDULE 6 - CARBON EMISSION REDUCTIONS

The College is committed to reducing the amount of carbon emissions from its direct and indirect operations. Tenderers are requested to complete the following short questionnaire.

Name of Organisation:

Tender Ref:

Do you have an environmental policy? Yes/No

Do you work within a Environmental Management System either accredited or unaccredited please indicate which

How do you minimise carbon emissions from your energy use at your business addresses
From:

Electrical?

Gas?

Water?

Business Travel?

How do you minimise waste?

How do you increase recycling of waste and waste products please list waste which is recycled?

Finally, if you have statistics on any environmental improvement performance such as reduced waste tonnages, decrease in vehicle mileages, low carbon technology installed or access to sustainable travel options for staff please list them here or enclose company information.

SCHEDULE 7 – E-PROCUREMENT CAPABILITY

Purchase Orders

It is anticipated that future orders placed by the College will be despatched via e-mail to reduce production costs and ensure there are no delays in you receiving the order.

NB: To ensure you receive the order promptly your email address should be accessible by multiple users (to avoid delays due to staff absence/departure etc).

E-mail address for receiving purchase orders from the College	
Please confirm that the e-mail address you have provided can be accessed by multiple users	Yes/No
E-mail address for receiving remittance notes from the College	
Telephone No:	
Fax No:	

BACS Payments

The College will no longer be using cheques as a method of payment, preferring to use BACS. We therefore require your company bank account details.

Bank Name:	Account Name:
Bank Address:	Account No:
	Sort Code:
Signature:	Date:
Name:	Company Stamp:
Position in Company:	

SCHEDULE 8 – RESPONSE TO CONTRACT REQUIREMENTS

Quality (Max word Count 300 per question)		Weighting 85%	Score Available
Q1	Do you have experience of working with Further Education Establishments?		
	Response:		10
Q2	What are your achievement rates for the last three years, broken down into retention, pass and achievement and compare against NARTs.		
	Response:		10
Q3	How many adults progress to positive destinations? Please state numbers and percentages for progression into:- Employment, Apprenticeships, Education at same level. Education next level, HE, Remained in current employment, Gained promotion, No Change, Inactive or unemployed.		
	Response:		10
Q4	What qualifications are you looking to deliver? How do they align with the strategic priorities of the college, LSIP and NECA.		
	Response:		10
Q5	Do you have previous experience of delivering this type of service, please give examples/names if possible.		
	Response:		10

Q6	Where is your permanent address in the NECA area? What do you deliver from there, how long have you been based there and what percentage of people do you employ from the local area?	
	Response:	10
Q7	What is your latest Ofsted outcome? Please state date and recommendations/areas for improvement.	
	Response:	10
Max Score for this Section		70
Added/Social Value (Max word Count 500 per question)		15%
Q13	How will you work with East Durham College, the local community and other local stakeholders to continue the positive progression of learners into employment and higher level qualifications?	
	Response:	10
Q14	Any other added value information that meets the tender criteria and how it will enhance – Economic wellbeing of the local area, additional services provided to benefit students to progress into employment and extra opportunities available to learners.	
	Response:	10
Q15	What are your sustainability credentials and how do you promote them?	
	Response:	10
Max Score for this Section		30
Overall Maximum Score		100

