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## The Christie NHS Foundation Trust

**Invitation to tender for** **the provision of Direct Marketing Support to The Christie Charity**

## PCR FTS 2022/S 000-016168

## Authority Reference: **CHRT505-2022-23-DES**

## Deadline for Tenders to be received: **Monday** **29th August 2022 at 16.00**

## **SECTION A – INSTRUCTIONS AND INFORMATION**

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1. INTRODUCTION AND BACKGROUND
   1. The Christie NHS Foundation Trust (the "**Authority**") is issuing this invitation to tender ("**ITT**") in connection with the competitive procurement of Direct Marketing Support to The Christie Charity. This document contains important information about the procurement process and the contract that the Authority intends to award.
   2. Full details of the Authority's requirements are set out in the Specification in Annex B1 of ITT Section B.
   3. The Authority is carrying out this procurement under the restricted procedure pursuant to the Public Contracts Regulations 2015 (“PCR”). The Authority aims to use the restricted procedure to identify a proposal which best addresses the Authority's requirements, as described in this ITT.
   4. On Monday 13th June 2022 a FTS contract notice was published in the Find a Tender Service ("**FTS**") 2022/S 000-016168, inviting organisations to request to participate in this procurement process for the award of a contract with the Authority for the provision of the Service.
   5. Interested parties have been provided with the pre-qualification selection questionnaire ("**SQ**"), which seeks responses in relation to their technical capacity or professional ability, and their economic and financial standing. The Authority evaluated the SQ responses and selected the 5 highest ranking bidders (the "**Bidders**") and the Bidders are asked to consider and respond to this ITT accordingly.
   6. This ITT Section A contains further information about the procurement process.
   7. ITT Section B contains the questions that Bidders must complete. Each Bidder's response ("**Tender**") should be detailed enough to allow the Authority to make an informed award decision.
   8. All Tenders must be returned no later than the deadline for receipt of Tenders specified on the front cover of this ITT.
   9. The Authority is using the Proactis E-Sourcing e-tendering portal to conduct the procurement process ("**the e-Tendering Portal**"). The e-Tendering Portal can be accessed via <http://www.supplying2nhs.org>. All communications (including submission of Tenders) should be carried out via the e-Tendering Portal.

**Contents of the ITT**

* 1. This ITT document consists of:

|  |  |
| --- | --- |
| **Section A – Instructions and information** | |
| 1 | Introduction and background |
| 2 | Tender timetable |
| 3 | Instructions to Bidders |
| 4 | Tender evaluation methodology and criteria |
| Annex A1 | NHS Terms and Conditions |
| **Section B – Tender Schedules (to be returned by Bidders)** | |
| Annex B1 | Specification |
| Annex B2 | Tender Response Document |
| Annex B3 | Commercial Schedule |
| Annex B4 | Confidential and commercially sensitive information |
| Annex B5 | Administrative instructions |
| Annex B6 | Form of Tender |  |
| Annex B7 | General Data Protection Regulation (GDPR) |  |
| Annex B8 | Data Processing Agreement |  |

**Introduction to the procurement**

* 1. In the last year The Christie charity raised nearly £13.2 million, of which approximately £1 million was raised through direct marketing.
  2. Current activity includes warm mail appeals, door drop and cold recruitment, annual upgrades and conversions. The regular giving programme has increased over the past eight years and is currently responsible for approximately 50% of direct marketing income.
  3. It is anticipated that direct marketing will continue to be a growth area for The Christie and we will focus on working in a planned, strategic and coordinated manner, which in conjunction with inspiring and compelling creativity will increase income over the next 3 years.
  4. Full details of the Authority's requirements are set out in the Specification in Annex B1 of Section B.

# SMEs

* 1. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative. Suppliers are encouraged to work with the Authority to support the wider SME initiative.
  2. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative: <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>

**Purpose and scope of this ITT**

* 1. This ITT:
     1. invites Bidders to submit their Tenders in accordance with the instructions set out in the remainder of this ITT;
     2. sets out the overall timetable and process for the procurement;
     3. provides Bidders with sufficient information to enable them to submit a compliant Tender;
     4. sets out the award criteria and Tender evaluation model that will be used to evaluate the Tenders; and
     5. explains the administrative arrangements for the receipt of Tenders.

**Questions about this ITT**

* 1. You may submit, by no later than **4pm** on **Tuesday 9th August 2022**, any queries that you have relating to this ITT. Please submit such queries via the e-Tendering Portal in advance of the deadline specified within this paragraph 1.16. Queries received via any route/method other than the e-Tendering Portal will not be responded to and may be considered by the Authority to constitute canvassing (in which case the provisions of paragraph 3.30 of this Section A will apply).
  2. Any specific queries should clearly reference the appropriate paragraph in the ITT and, to the extent possible, should be aggregated rather than sent individually. The Authority may decline to answer queries received after the above deadline.
  3. Answers to the questions received by the Authority will be circulated to all Bidders via the e-Tendering Portal. Answers will not reveal the identity of the individual Bidder that asked a particular question. The Authority may decide not to disclose answers, or parts of answers, which would reveal confidential or commercially sensitive information in relation to a particular Bidder.

1. TENDER TIMETABLE

**Key dates**

* 1. The procurement will follow a clear, structured and transparent process to ensure a fair and level playing field so that all Bidders are treated equally.
  2. The key dates for this procurement are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| ITT issued | 28th July 2022 |
| Deadline for the receipt of clarification questions | 12th August 2022 |
| Deadline for receipt of Tenders | 4pm 29th August 2022 at 16:00 |
| Presentations | w/c 12th September 2022(Specific date(s) and time(s) TBC) |
| Evaluation of Tenders | 29th August –30th September 2022 |
| Notification of contract award decision | 28th October 2022 |
| Standstill period ends | 7th November 2022 |
| Contract award | 8th November 2022 |
| Contract start date | 14th November 2022 |

* 1. Whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage and for any reason.

**Deadline for receipt of Tenders**

* 1. Bidders must submit their Tenders in the manner prescribed in section 3 below no later than the date and time specified on the front cover of this ITT.
  2. Any Tender received after the deadline or by any method other than via the e-Tendering Portal may not be considered. The Authority may at its discretion extend the deadline and in such circumstances the Authority will notify all Bidders of any change.

**Clarification Meetings**

* 1. Following the assessment of the Tender, the Authority may invite Bidders to a clarification meeting. If required this will take place between receipt of Tenders and announcement of successful Tender. It is anticipated that Bidders will be provided with at least two (2) business days' notice if a meeting is to be required. The Authority typically will only require meetings with what it considers are the best three Bidders. In exceptional circumstances, all Bidders will be requested to attend a meeting.
  2. Bidders must ensure that key personnel attend. Those key personnel directly involved in performing the contract will be expected to attend.
  3. The purpose of the meeting is to gain a greater understanding of proposals and will take the form of a short presentation by the Bidder followed by a question and answer session. Topics for discussion for the presentation will be issued no later than 2 days before the presentation.
  4. Bidders can either accept or decline a request for such a meeting. However, it is in the interests of the Bidder to attend and provide additional confidence in its proposals to the Authority.
  5. Although not scored on a separate basis, the session will be used to confirm the technical / quality score assessments of the Tender evaluation. As such, scores achieved during the written Tender evaluation may be adjusted (up or down) and the consolidated score of a Bidder amended.

**SQ evidence**

* 1. At SQ stage, Bidders provided information and some of that information was self-certified as accurate. During the standstill period, the Authority will require the successful Bidder to provide the following:
     1. proof as required in the Public Contracts Regulations 2015, Regulation 60(4) or (5), that none of the mandatory or discretionary grounds of exclusion referred to in the Annex to the SQ, section A and B applies;
     2. copies of the required insurance as set out in Section 9 of the SQ;
     3. a copy of your Health and Safety Policy;
     4. a copy of your audited accounts for the last two years, as set out in 4.1 of the SQ, or alternative means of demonstrating financial status as set out in 4.1, a, b or c;

Contract Award

* 1. The Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into.
  2. Once the Authority has reached a decision in respect of a Contract award, it will notify all entitled Bidders of that decision and provide for a standstill period in accordance with the Public Contracts Regulations before entering into any Contract(s).

1. INSTRUCTIONS TO BIDDERS

**Formalities for submission of Tenders**

* 1. Bidders must submit their Tenders by completing the Annexes to Section B of the ITT. Completed Tenders must be submitted using the e-Tendering Portal. Tenders will not be accepted by any other means. Bidders should ensure that they allow plenty of time to upload their Tender, particularly where there are large documents. If Bidders have any problems with the e-Tendering Portal, If Bidders have any problems with the e-Tendering Portal, they should contact the helpdesk at [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com) or request a ticket at <http://proactis.kayako.com/default> for an urgent call back. As noted above, any Tender received after the deadline or by any method other than specified within this section 3 may not be considered. The Authority may at its discretion extend the deadline and in such circumstances the Authority will notify all Bidders of any change. It is the sole responsibility of the Bidder to ensure that their offer is received in due time and date.
  2. When completing their Tender submissions, Bidders should not assume that the Authority has any prior knowledge of the Bidder, its practice or reputation, or its involvement in existing services, projects or procurements. In evaluating the submissions, the Authority will only consider information provided in response to this ITT document.
  3. The maximum file size for uploading documents is 100MB per individual document. You should split your Tender into small enough file sizes to upload. Note: the Authority does not guarantee that you will be able to upload files up to the maximum size, particularly at busy times. For this reason it is recommended that Bidders should ensure files are well below the maximum stated and allow plenty of time to upload, so they have enough time to resolve any technical difficulties before the deadline.
  4. Bidders must adhere to the following standard requirements when submitting their Tenders (and the Authority reserves the right to disqualify any Tender that does not comply with any or all of the below requirements):
     1. Do not embed documents within other documents. Instead provide separate electronic copies of the documents, clearly labelled and referenced if necessary.
     2. The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
     3. The Tender must be uniquely named or referenced.
     4. The Tender must be fully cross-referenced and include a table of contents.
     5. The Tender must include a list of all supporting material.
     6. Bidders should use Arial font size 10.
     7. Line spacing must be 12 pt before 0 pt after
  5. Where a word count limit is specified, Bidders should state how many words their response contains. The Authority reserves the right not to consider any part of a response exceeding the word limit. Words included within diagrams or other graphic representations will count towards the word limit.

* 1. The Tender must be clear, concise and complete. The Authority reserves the right to mark Bidders down or exclude them from the procurement if their Tenders are ambiguous or lack clarity. Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, do not include extraneous presentation materials. The Authority reserves the right to disqualify and exclude any Bidder that changes or alters any of the formulas within any of the response documents.

**[](#threeseven" \o "Link to Guidance Note)**

* 1. Tenders will be evaluated on the basis of information submitted by the deadline. Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Authority reserves the right to request the Bidder to submit, supplement, clarify or complete the information or documentation.

**[](#threeseven" \o "Link to Guidance Note)**

* 1. The Tender must be signed by a duly authorised representative of the Bidder.

**Modification and withdrawal of Tenders**

* 1. Save only as provided for within paragraph 3.7, no Tender may be modified after the deadline for receipt of Tenders.
  2. Tenders may be withdrawn at any time before the deadline for receipt of Tenders. Revised Tenders may be submitted up until the deadline for receipt of Tenders, provided such intention is notified to the Authority using the e-Tendering Portal.

**Terms and conditions**

* 1. The contract will include the NHS Terms and Conditions set out in Annex A1. It is vital that the Bidder reviews these carefully, and takes account of all information such as TUPE, key performance indicators and insurance requirements and that the Tender fully takes account of these. By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the NHS Terms and Conditions without further negotiation or amendment.
  2. Prices quoted must be fixed (i.e. not subject to variation) for the initial 3 year contract period.
  3. Prices may be reviewed prior to any extension period. If the extension options are taken up a contract review meeting will be held if a request to increase prices is received. A written application must be submitted to the Trust within 4 weeks of the supplier being notified that the contract will be extended detailing the reasons for any price increases. Price increases must be justified and supported by documentation, for example inflationary indices, and are solely at the discretion of the Trust. If the submission indicates that the prices will be fixed for any optional extension periods then this clause 3.13 will not apply.

**Consortia and subcontractors**

* 1. If the Bidder is a consortium or will rely on sub-contractors to deliver the Contract, it must explain in its Tender which parts will be sub-contracted, who the sub-contractors are, confirm the sub-contractor has agreed terms of supply and what contractual commitment it has from the sub-contractor to deliver.
  2. For the purposes of this ITT, the following terms apply:
     1. **“Consortium arrangement”** – two or more organisations working together specifically for the purpose of bidding for appointment as the supplier who envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
     2. **“Subcontracting arrangement”** - two or more organisations working together specifically for the purpose of bidding for appointment as the supplier, but envisage that one of their number will be the supplier, and the remaining organisations that are participating in the arrangement will be subcontractors to that supplier.
  3. Bidders may not change a consortium structure or the identity of any proposed sub-contractors without the prior written consent of the Authority.
  4. Bidders will be required to confirm to the Authority that there has been no material change to the information provided to the Authority at SQ stage.

**Warnings and disclaimers**

* 1. General marketing and company literature or any separate statement of reasons for award is not required and will not be considered in the evaluation of ITT responses. Bidders should not include any information beyond that requested within this ITT.
  2. While the information contained in this ITT and its annexes and enclosures is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its annexes and enclosures) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
  3. Nothing in this ITT or any other pre-contractual documentation shall constitute the basis of any express or implied contract that may be concluded in relation to this procurement process (or this exercise generally), nor shall such documentation/information be used in construing any such contract. If a Bidder proposes to enter into a contract with the Authority, it must rely solely on its own enquiries and on the terms and conditions set out in the Contract (as and when finally executed), subject to the limitations and restrictions specified in it.
  4. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) in relation to any element of this procurement process or to enter into a contractual arrangement. No person has been authorised by the Authority, or its advisers or consultants, to give any information or to make any representation not contained within this ITT and, if given or made, any such information or representation must not be relied upon as having been so authorised.

**Freedom of Information Act 2000 and Environmental Information Regulations 2004**

* 1. As a public body, the Authority is subject to, and must comply with, the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**"). The Authority may therefore be required to disclose information submitted by the Bidder. The Authority also reserves the right to publish the contract once awarded in accordance with the FOIA and/or EIR and/or as required by public sector transparency policies.
  2. In respect of any information submitted by a Bidder that it considers to be confidential or commercially sensitive the Bidder should:
     1. clearly and precisely identify such information as confidential or commercially sensitive;
     2. explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice to its commercial interests; and
     3. provide a reasoned estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
  3. This information must be listed in Annex B4 to Section B of this ITT, with a statement of which exceptions are relevant under FOIA and/or the EIR. The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this procurement process, you agree that the Authority should not and will not be bound by any such markings.
  4. In addition, marking any material as “confidential” or equivalent should not be taken to mean that the Authority accepts any duty of confidentiality by virtue of any such marking. You accept that the decision as to which information will be disclosed is reserved to the Authority, notwithstanding any consultation with you or any designation of information as confidential you may have made. You agree, by participating further in this process and/or submitting your ITT response, that all information is provided to the Authority on the basis that it may be disclosed under the FOIA and/or EIR if the Authority considers that it is required to do so. In making a submission in response to this ITT, each Bidder also acknowledges that the Authority may be obliged under the FOIA to disclose any information provided to it:
* Without consulting the Bidder; or
* Following consultation with the Bidder and having taken its views into account.
  1. The Authority reserves the right to disclose all documents relating to this process for the purpose of seeking advice from third parties and/or where it is required to do so in accordance with the Government’s transparency agenda and policies. Where a Bidder identifies information as commercially sensitive, the Authority will take those views into account. Bidders should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with FOIA or the EIR. Accordingly, the Authority cannot guarantee that it will withhold information marked ‘confidential’, 'commercially sensitive' or otherwise exempt.

**Copyright**

* 1. The copyright in this ITT is vested in Authority.
  2. Bidders shall not reproduce this ITT in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of the Authority, other than for use strictly for the purpose of preparing their ITT submission in relation to the procurement process. This ITT and any document at any time issued as supplemental to it are and shall remain the property of the Authority and may be used by a bidder solely for the purpose of this procurement and must be returned upon demand.

**Publicity**

* 1. No publicity regarding the procurement or the award of any contract will be permitted unless and until the Authority has given express prior written consent to the relevant communication and has approved the detail of any such communication. For example, no statements may be made to the media regarding the nature of any Initial Tender, its contents or any proposals relating to it without the prior written consent of the Authority. The Authority may exclude from the procurement any tenderer that contravenes the requirements of this paragraph 3.28.

**Bidder conduct and conflicts of interest**

* 1. Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time (and shall be disqualified from this procurement process) if they:
     1. devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance; and/or
     2. communicate to any person other than the Authority the price or approximate price to be included within their Tender or information that would enable that price or approximate price to be calculated (except where disclosure is made in confidence in order to obtain quotations necessary for the preparation of their response to this ITT or for the purposes of obtaining insurance(s) or any necessary security); and/or
     3. enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration or inducement to any person to effect changes to the form or content of any other Tender; and/or
     4. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender; and/or
     5. canvass solicit, or offer any gift or consideration whatsoever as an inducement or reward to the Authority or any officers (or their partners) employees (or their partners) or agents (or their partners) or advisors (or their partners) of the Authority in relation to this procurement; and/or
     6. attempt (directly or indirectly) to obtain information from, contact, influence, and/or canvass any officers (or their partners) employees (or their partners) or agents (or their partners) or advisors (or their partners) of the Authority concerning another Bidder or Tender (except for debrief information requests made through the e-Tendering Portal); and/or
     7. do anything that would constitute a breach of the Prevention of Corruption Acts 1889-1916 or the Bribery Act 2010.
  2. Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Authority and its advisors. Bidders should notify the Authority promptly of any possible conflict and the proposed steps that the Bidder believes can be taken to avoid the conflict. Any Bidder who fails to comply with these requirements may be excluded from the procurement at the discretion of the Authority. The Authority may also exclude a Bidder from this procurement in circumstances where a conflict of interest cannot be remedied effectively by other, less intrusive, measures.
  3. Bidders are subject to an ongoing obligation throughout this procurement process to notify the Authority of any material changes to the information included in their SQ and ITT responses, including but not limited to the change in identity of the Bidder, any subcontractor or the ownership and/or standing thereof. Changes should be notified as soon as they become apparent. Failure to notify the Authority of any material changes in accordance with this paragraph 3.30 may lead to the Bidder being disqualified from this procurement process.
  4. If the Authority is notified, or otherwise becomes aware, that information supplied by a Bidder in its SQ or ITT response is incorrect, it may re-evaluate that Bidder against the relevant criteria and may, as a result of such re-evaluation, remove the Bidder from the procurement process and/or remark the Bidder’s SQ or ITT submission and adjust that submission’s ranking against the other submissions received.

**Authority's rights**

* 1. Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner, the Authority reserves the right to:
     1. waive or change the requirements of this ITT from time to time;
     2. use third parties to assist with, advise on, and validate information in relation to any element of this procurement (or the evaluation of any such element);
     3. seek clarification or documents in respect of a Bidder's submission;
     4. disqualify any Bidder that does not submit a Tender in accordance with the instructions in this ITT or respond to the Authority by any deadline notified to the Bidder for its response to any clarification sought by the Authority;
     5. contact (or require a Bidder to contact on its behalf) any of the Bidder’s customers or sub-contractors to whom information relates in the Bidder’s submitted ITT response to ask that such customers or, sub-contractors confirm and verify (in writing if required) that the relevant information referred to is accurate and true;
     6. disqualify any Bidder that is guilty of serious misrepresentation in relation to its Tender, SQ response or the procurement process or in the event that there are material changes to the position/information set out in any aspect of the Bidder’s SQ or Tender response. For the avoidance of doubt, the Authority may check that there have not been any material changes to the information provided or the positions outlined in any Bidder’s responses and, in the event of such material changes, may disqualify the relevant Bidder in accordance with the provisions of this paragraph 3.33;
     7. disqualify any Bidder that submits a Tender which contains gaps, omissions, misrepresentations, errors, uncompleted sections, changes the format of the Initial Tender documentation provided or contains any caveats or any other statements or assumptions qualifying the Tender response that are not capable of evaluation in accordance with the evaluation model;
     8. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
     9. exclude any Bidder who no longer passes the SQ selection criteria;
     10. choose not to award any contract as a result of the current procurement process; and
     11. make whatever changes it sees fit to the timetable, structure or content of the procurement process,

and in each case, the Authority will have no liability for any losses whatsoever (and of whatever nature, and whether direct or indirect) caused to or suffered by each Bidder as a result of any such act.

**Liability**

* 1. The Authority will not be liable for any loss, liability, cost, expense (including without limitation legal expense), work or effort incurred by a Bidder in proceeding with, preparing for or participating in this Procurement, howsoever arising (whether under contract, tort, any statutory provision or otherwise) including (without limitation) under any implied contract between the Authority and any Bidder and/or in any circumstances in which the procurement process is terminated or amended by the Authority.
  2. Submission of an ITT response by a Bidder shall constitute deemed acceptance of the exclusion of liability set out within this paragraph 3.

**Language**

* 1. Tenders, all documents and all correspondence relating to the Tender must be written in English (or a full translation of the full response to English should be provided at no cost to the Authority). All price and any financial data must be converted into pounds sterling.

**Transparency**

* 1. In accordance with the PCR and the Government’s policy on transparency, Bidders should be aware that the Authority intends to make the ITT and details of any subsequent contract publicly available, by publication on the Government's Contracts Finder portal.
  2. Bidders should note that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of any contract resulting from this tendering exercise is not confidential. In some circumstances, limited redactions may be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

**Acceptance of terms and conditions, confidentiality**

* 1. In participating in this process and/or by submitting an ITT response it will be implied that you accept and will be bound by the provisions of all sections of this ITT.
  2. All information supplied to you by the Authority, including this ITT and all other documents relating to this process, either in writing or orally, is intended for the exclusive use of the Bidder and is provided on the express understanding that it will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any persons other than the Bidder, save for the purpose of:
* taking legal or other advice in connection with completing an ITT response; and/or
* obtaining input from organisations relevant to the Bidder’s response to this ITT; and/or
* obtaining input from any other parties who the Bidder demonstrates will provide information relevant to the ITT response but subject always to the prior written consent of the Authority to such disclosure (which it may withhold in its absolute discretion).

In each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above.

Upon written request from the Authority, the Bidder shall promptly provide evidence to the Authority that such undertakings have been provided to the Bidder.

The Bidder must ensure that, to the best of its knowledge and belief, the information contained in its completed ITT response is accurate and contains no material misrepresentation.

* 1. All information supplied to you by the Authority, either in writing or orally, must not be used for any purpose other than for the purpose of submitting the ITT response.
  2. This ITT and its accompanying documents shall remain the property of the Authority and must be returned on demand.

**Guarantees**

* 1. The Authority reserves the right to require a Bidder to provide to the Authority a Guarantee by a parent/holding company(ies) or other appropriate guarantor (such as a financial institution) to secure the due performance by the successful Bidder of its obligations to the Authority.
  2. In the case of consortia, the Authority reserves the right to require the consortium to provide either a parent company guarantee from the lead consortium member(s) if applicable or an equivalent level of alternative security.

**IPR**

* 1. All procurement documentation issued in connection with this procurement shall remain the property of the Authority and shall be used by the Bidder only for the purposes of this procurement.

**Governing Law and Jurisdiction**

* 1. This ITT and any dispute concerning or arising out of or in connection with it and/or the wider procurement process of which it is part (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

**Bribery Act 2010**

* 1. Bidders will comply with all provisions of the Bribery Act 2010 and will support the Trust by providing information in relation to any investigation of a suspected incident of bribery. The Trust are in support of the Bribery Act and are doing everything they can to prevent bribery from occurring.
  2. The Trust would like to make you aware that we have an Anti-Fraud & Corruption Policy and Response Plan in place and copies are available on request. The Trust takes a zero-tolerance approach to things of this nature and we expect that our contractor’s/suppliers will have their own adequate procedures in place to prevent such criminal activity; including bribery and corruption.

Environmental Sustainability

* 1. In accordance with the UK Governments sustainable development strategy, ‘Securing the Future’, the Trust is committed to the best practices of sustainability and corporate social responsibility including local, social, economic and environmental considerations. Therefore, the Trust will actively encourage its manufacturers, suppliers and contractors to develop and supply environmentally preferable goods and services and where possible introduce measurable sustainability criteria into the evaluation process.

1. TENDER EVALUATION METHODOLOGY AND CRITERIA

**Overview**

* 1. This section of the ITT sets out the evaluation criteria and their respective weightings, including the evaluation methodology that the Authority will apply to the Tenders.
  2. Bidders are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. If a Tender is equivocal or unclear, incomplete or does not comply with the requirements of this ITT in full, the Authority may deduct marks when scoring it, or it may reject the Tender in its entirety.

**Award criteria**

* 1. The Authority will award the contract to the Tender that is, applying the methodology below, the most economically advantageous. Scoring will be carried out as follows:

|  |  |  |
| --- | --- | --- |
|  | **Award criteria** | **Weighting** |
| 4.3.1 | Cost – a detailed project fixed expenditure cost over 3 years | **30%** |
| 4.3.2 | Programme of direct marketing appeals and expected results | **10%** |
| 4.3.3 | Evidence of expertise in producing different campaign types   * + - 1. Warm mailing pack       2. Cold acquisition pack       3. Stewardship or welcome pack       4. Legacy marketing pack       5. In-memory fundraising pack | **15%**3%3%3%3%3% |
| 4.3.4 | Creative and strategic approach  4.3.4.1 Marketing appeal plan  4.3.4.2 Creative concept 1  4.3.4.3 Creative concept 2 | **15%**5%5%5% |
| 4.3.5 | Social Value  4.3.5.1 Fighting climate change  4.3.5.2 Tackling economic inequality | **10%**5%5% |
| 4.3.6 | Presentation | **20%** |
| **Total** |  | **100%** |

## **Pricing evaluation**

* 1. The cost will be calculated based on the prices submitted in table No.1 and table No.2 of Commercial Schedule added together. Note – the rate card is for information only and will not be used in the evaluation.
  2. Tender prices will be scored on a comparative basis, with the lowest priced Tender (excluding any Tenders that the Authority rejects, e.g. as being abnormally low) receiving 100% of the available marks 30% of the marks available within the process overall following weighting). All other Tenders will be evaluated by reference to how much more expensive they are than that lowest priced Tender using the formula:

## (A / B) x 100

## A = price of lowest compliant Tender

## B = price of the Tender being scored

* 1. If it appears to the Authority that any Tender may be abnormally low then the Authority may ask the Bidder to explain its price or costs. If following the Bidder's explanations the Authority is not satisfied with the Bidder's account for the low level of price or cost in the Tender, the Authority may treat the Tender as non-compliant and reject it.

**Quality evaluation**

* 1. The quality evaluation will be scored in accordance with the tables below:

Award criteria 4.3.2

|  |  |
| --- | --- |
| Meaning | Score |
| The response provides a high level of assurance that the proposed programme of direct marketing will achieve the desired results. | 10 |
| The response provides a satisfactory level of assurance that the proposed programme of direct marketing will achieve the desired results. | 5 |
| The response provides some level of assurance that the proposed programme of direct marketing will achieve the desired results. | 3 |
| The response provides a minimum level of assurance that the proposed programme of direct marketing will achieve the desired results. | 1 |
| The response provided no assurance that the proposed programme of direct marketing will achieve the desired results (or unanswered question) | 0 |

Award criteria 4.3.3.1 - 4.3.3.5 (inclusive)

|  |  |
| --- | --- |
| Meaning | Score |
| The response provides a high level of assurance in the expertise of producing the different campaign types and the results of these campaigns | 10 |
| The response provides a satisfactory level of assurance in the expertise of producing the different campaign types and the results of these campaigns | 5 |
| The response provides some level of assurance in the expertise of producing the different campaign types and the results of these campaigns | 3 |
| The response provides a minimum level of assurance in the expertise of producing campaign the different campaign types and the results of these campaigns | 1 |
| The response provides no assurance in the expertise of producing campaign the different campaign types and the results of these campaigns (or unanswered question) | 0 |

Award criteria 4.3.4.1 – 4.3.4.3 (inclusive)

|  |  |
| --- | --- |
| Meaning | Score |
| The response provides a high level of confidence in the creative ability of the Bidder and their ability to execute a successful and strategic plan with data recommendations and projected results | 10 |
| The response provides a satisfactory level of confidence in the creative ability of the Bidder and their ability to execute a successful and strategic plan with data recommendations and projected results | 5 |
| The response provides some level of confidence in the creative ability of the Bidder and their ability to execute a successful and strategic plan with data recommendations and projected results | 3 |
| The response provides a minimum level of confidence in the creative ability of the Bidder and their ability to execute a successful and strategic plan with data recommendations and projected results | 1 |
| The response provides no confidence in the creative ability of the Bidder and their ability to execute a successful and strategic plan with data recommendations and projected results (or unanswered question) | 0 |

Award criteria 4.3.5.1

|  |  |
| --- | --- |
| Meaning | Score |
| The response provides excellent plans of how the Bidder will reduce their carbon emissions which gives a high level of assurance. | 10 |
| The response provides good plans of how the Bidder will reduce their carbon emissions which gives a satisfactory level of assurance. | 5 |
| The response provides basic plans of how the Bidder will reduce their carbon emissions which gives some level of assurance. | 3 |
| The response provides poor plans of how the Bidder will reduce their carbon emissions which gives very little assurance. | 1 |
| The response provides plans that do not show how the Bidder will reduce their carbon emissions which gives no assurance (or unanswered question). | 0 |

Award criteria 4.3.5.2

|  |  |
| --- | --- |
| Meaning | Score |
| The response provides a high level of assurance that the Bidder will support the tackling of economic inequality, by ensuring opportunities, fair pay, career progression and providing a suitable work/life balance for their employees. | 10 |
| The response provides a satisfactory level of assurance that the Bidder will support the tackling of economic inequality, by ensuring opportunities, fair pay, career progression and providing a suitable work/life balance for their employees. | 5 |
| The response provides some level of assurance that the Bidder will support the tackling of economic inequality, by ensuring opportunities, fair pay, career progression and providing a suitable work/life balance for their employees. | 3 |
| The response provides a minimum level of assurance that the Bidder will support the tackling of economic inequality, by ensuring opportunities, fair pay, career progression and providing a suitable work/life balance for their employees. | 1 |
| The response provides no assurance that the Bidder will support the tackling of economic inequality, by ensuring opportunities, fair pay, career progression and providing a suitable work/life balance for their employees. (or unanswered question). | 0 |

Award criteria 4.3.6

|  |  |
| --- | --- |
| Meaning | Score |
| The presentation demonstrates a high level of assurance that the Bidder understands the charity sector, can deliver a 3 year programme of appeals to improve current ROI and average gift values and has a superior level of creativity. | 10 |
| The presentation demonstrates a satisfactory level of assurance that the Bidder understands the charity sector, can deliver a 3 year programme of appeals to improve current ROI and average gift values and has a high level of creativity. | 5 |
| The presentation demonstrates some level of assurance that the Bidder understands the charity sector, can deliver a 3 year programme of appeals to improve current ROI and average gift values and has an acceptable level of creativity. | 3 |
| The presentation demonstrates a minimum level of assurance that the Bidder understands the charity sector, can deliver a 3 year programme of appeals to improve current ROI and average gift values and has a limited level of creativity. | 1 |
| The presentation demonstrates no assurance that the Bidder understands the charity sector, can deliver a 3 year programme of appeals to improve current ROI and average gift values and has a less than acceptable level of creativity (or unanswered question). | 0 |

**ANNEX A1** **NHS TERMS AND CONDITIONS**

The Authority intends to enter into a contract with the successful Bidder on the NHS Terms and Conditions for the Provision of Services (Contract Version*)*.

This Annex A1 contains the NHS Terms and Conditions, duly completed by the Authority so far as possible, including all relevant schedules, except schedule 5 (Specification and Tender Response Document) and schedule 6 (Commercial Schedule).

The Specification is set out in Annex B1 of Section B of this ITT.

The Provision of Services

Additional Schedules