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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 Reference Number: 2022/S 000-016168

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

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

**SECTION B: TENDER SCHEDULES**

**TO BE COMPLETED AND RETURNED BY SHORTLISTED BIDDERS ONLY**

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ANNEX B1  
SPECIFICATION

This Specification will be inserted into Schedule 5 of the NHS Terms and Conditions for the Provision of Services(Contract Version) (Specification and Tender Response Document).

**Note to Bidders:**

* 1. The Supplier will provide Services in accordance with the specification (attached separately).
  2. If during the procurement exercise it becomes apparent that a Bidder is unable to meet any mandatory element of the specification then that Bidder will be excluded from taking any further part in the process.
  3. If during the term of the Contract it becomes apparent that the provider is unable to meet any mandatory element of the specification then the provider will be found to be in breach of contract and the Authority will pursue all applicable legal remedies.

ANNEX B2  
TENDER RESPONSE DOCUMENT

**Note to Bidders: Your response to this Annex B2 will be inserted into Schedule 5 of the NHS Terms and Conditions for the Provision of Services (Contract Version)**  **(Specification and Tender Response Document) of the contract. As such, it will form part of your contractual obligations to the Authority if you are awarded a contract.**

1. TECHNICAL AND QUALITY REQUIREMENT

|  |
| --- |
| **Overview** |
| Please provide a concise summary highlighting the key aspects of the proposal. (This response is not evaluated and should be used to contextualise your detailed responses). |
| **Bidder response below:** |
|  |

|  |  |  |
| --- | --- | --- |
| **Criteria 4.3.2** | **Programme of direct marketing appeals and expected results** | **Weighting: 10%** |
| Please provide a programme of direct marketing appeals to existing charity supporters to improve current DM ROI and average gift values from November 2022 to September 2025. All suppliers must show detailed plans and expected results for this period based on the costs submitted in Table 1 and 2 in Appendix No.1.  (NB for timing reasons the incumbent agency will deliver any work in progress which needs to be completed). | | |
| **Bidder response below: Maximum word count 300** | | |
|  | | |

|  |  |  |
| --- | --- | --- |
| **Criteria 4.3.3** | **Evidence of expertise in producing different campaign types** | **Weighting: 15%** |
| Please demonstrate how you would produce the different campaign types listed below. Please provide visuals of sample packs and expected results/outcomes for each type of campaign (marking is weighted evenly across the campaign types):  **A**. Warm mailing pack **B**. Cold acquisition pack **C**. Stewardship or welcome pack  **D**. Legacy marketing pack **E**. In-memory fundraising pack | | |
| **Bidder response below: Maximum word count 300 per each campaign type** | | |
| **A**. Warm mailing pack (3%) | | |
| **B**. Cold acquisition pack (3%) | | |
| **C**. Stewardship or welcome pack (3%) | | |
| **D**. Legacy marketing pack (3%) | | |
| **E**. In-memory fundraising pack (3%) | | |

|  |  |  |
| --- | --- | --- |
| **Criteria 4.3.4** | **Creative and strategic approach** | **Weighting: 15%** |
| Please provide and present an example of an appeal plan (5%) and two creative concepts (5% each concept) for a current or previous client to demonstrate your creative and strategic execution.  The plan should include budgets, creative brief, creative concepts, data recommendations. It should cover the time frame from the initial client brief through to the final results achieved for the appeal including average gift, response rate and ROI. | | |
| **Bidder response below: Maximum word count 500** | | |
|  | | |

|  |  |  |
| --- | --- | --- |
| **Criteria 4.3.5.1** | **Fighting climate change** | **Weighting: 5%** |
| Please detail how, through the delivery of the contract, you plan to reduce your carbon emissions (both in your supply chain and embedded carbon within products) through the provision of the service, in line with the NHS targets for decarbonisation. | | |
| **Bidder response below:** | | |
|  | | |

1.6

|  |  |  |
| --- | --- | --- |
| **Criteria 4.3.5.2** | **Tackling economic inequality** | **Weighting: 5%** |
| Please detail how, through the delivery of the contract, you support the tackling of economic inequality, by ensuring opportunities, fair pay, career progression and providing a suitable work/life balance for your employees. | | |
| **Bidder response below:** | | |
|  | | |

1.7

|  |  |  |
| --- | --- | --- |
| **Criteria 4.3.6** | **Presentation** | **Weighting: 20%** |
| Please present a pitch lasting no more than 30 minutes that clearly demonstrates market insight into the future of direct marketing in the charity sector, plans for the next 3 years for The Christie charity to deliver consistent growth in ROI and creative concepts and appeal plan for a current or previous client. The pitching team must be the proposed account team – please confirm the team below. | | |
| **Bidder response below:** | | |
|  | | |

2. SUBCONTRACTING

2.1 Please specify any areas or elements for which you wish to use a subcontractor and provide the following details:

2.1.1 which subcontractor you wish to use and for what elements;

2.1.2 what reasons you have for such subcontracting;

2.1.3 why particular third parties would be chosen;

2.1.4 any existing relationship with each subcontractor; and

2.1.5 how you would ensure that appropriate management controls would be put in place.

2.2 Please explain what contractual arrangements you have (if any) with subcontractor(s) to ensure that your obligations to the Authority will adequately flow down to the subcontractor(s).

|  |
| --- |
| **Response** |
|  |

ANNEX B3

cOMMERCIAL SCHEDULE

1. GENERAL INSTRUCTIONS
   1. All pricing should be in pounds sterling (£GBP). If applicable please convert your currency into UK sterling using the rate published by the European Central Bank on the date you submit your Tender. The Authority will make any payments due to the successful Bidder in GBP only.
   2. Costs should be quoted exclusive of VAT. Please confirm this in your Commercial Schedule and indicate if the project will attract VAT and at what rate.
   3. If your proposal includes costs for sub-contractors these costs must be identified and shown inclusive of any VAT they will charge you.
   4. Prices quoted must be fixed (i.e. not subject to variation) for the initial 3 year period of the contract.
   5. 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 any 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 1.5 will not apply.
   6. Please complete all required sections of the Commercial Schedule in full.
2. ACHIEVING SAVINGS
   1. Please give details of any savings you envisage could be made and how you envisage these could be achieved. Please give examples of where you have been successful in achieving cost savings for your customers.

|  |
| --- |
| **Response** |
|  |

* 1. Would you commit to reducing your charges over the life of the contract? Please give details of how this would apply and how you would approach this taking into account any initial investment by you to achieve particular savings.

|  |
| --- |
| **Response** |
|  |

ANNEX B4  
CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION

1. INFORMATION SUPPLIED BY THE AUTHORITY
   1. All the information that the Authority supplies as part of this contract opportunity may be regarded as Confidential Information as defined in Schedule 4 of the NHS Terms and Conditions.
2. INFORMATION THAT THE BIDDER CONSIDERS TO BE EXEMPT FROM DISCLOSURE
   1. The Bidder considers that the type of information listed below is exempt from disclosure under the Freedom of Information Act 2000 ("**FOIA**") and/or the Environmental Information Regulations 2004 ("**EIR**") for the reasons given below.

|  |  |  |
| --- | --- | --- |
| **Information considered exempt from disclosure (include page/paragraph reference)** | **Reason for FOIA/EIR exemption** | **Period exemption is sought** |
|  |  |  |
|  |  |  |
|  |  |  |

ANNEX B5  
ADMINISTRATIVE INSTRUCTIONS

**Note to Bidders: Please complete this Annex. If you are awarded a contract, the details you provide here will be copied into Schedule 1 of the contract (Key Provisions).**

1. CONTRACT MANAGERS
   1. For the Supplier, the Contract Manager at the commencement of the contract will be as follows (see clause 3):

|  |  |
| --- | --- |
| **Name** | [*Insert name*] |
| **Contact details** | [*Insert address, e-mail address*] |
| **Role** | [*Insert details]* |

1. NOTICES
   1. Any notices served on the Supplier under the contract are to be delivered to (see clause 4):

|  |  |
| --- | --- |
| **Name** | Sally Parkinson |
| **Address** | Wilmslow Road, Manchester. M20 4BX |
| **Role** | Executive Director of Finance (interim) |

1. MANAGEMENT LEVELS FOR DISPUTE RESOLUTION
   1. The management levels at which a dispute will be dealt with are as follows (see clause 5):

|  |  |
| --- | --- |
| **Level** | **Supplier representative** |
| **1** | [*Contract manager*] |
| **[2]** | [*Insert role*] |
| **[3]** |  |

ANNEX B6  
FORM OF TENDER

**DECLARATIONS BY THE BIDDER (TO BE SIGNED AND RETURNED BY THE BIDDER)**

**FORM OF TENDER, NON-COLLUSION, CONFLICTS OF INTEREST AND ANTI-CANVASSING**

**DECLARATIONS**

**TO: The Christie NHS Foundation Trust (the “Authority”)**

**PROPOSAL TO PROVIDE DIRECT MARKETING SUPPORT TO THE CHRISTIE CHARITY**

**REFERENCE NUMBER: 2022/S ###-######**

**AUTHORITY REFERENCE: CHRT505-2022-23 DES**

**Declaration**

We have examined the invitation to tender ("**ITT**") dated 28th July 2022 and all accompanying documents (whether contained within annexes or otherwise). We confirm that this submission (“**Tender**”) is made subject to the terms of the ITT, including but not limited to all the instructions to Bidders.

We declare that (except as notified to the Authority in writing on the date of this Tender – *tick here if applicable and provide written details in a separate letter*: {………}) the information provided in our response to the selection questionnaire (the "**SQ**") is correct and has not materially changed.

We confirm that we are committed to the project as described in the project information section of the ITT.

We tender against the requirements, and offer to enter into a contract with the Authority comprising the following:

* the NHS Terms and Conditions (Annex A1 of the ITT);
* the Specification (Annex B1 of the ITT) (*including our response to the Specification*);
* our responses to the Tender Response Document (Annex B2 of the ITT); and
* our response to the Commercial Schedule (Annex B3 of the ITT).

Accordingly, this Tender is a contractual offer capable of acceptance by the Authority. If the Authority accepts this Tender, we will execute any agreement that the Authority produces to record in one place the offer and acceptance.

We undertake to keep the Tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of Tenders.

We understand that you are not bound to accept the lowest priced, or any, Tender.

**Non-collusive tendering**

In recognition of the principle that the essence of tendering is that the Authority shall receive bona fide competitive tenders from all those tendering, we certify that this Initial Tender is a bona fide submission that is intended to be competitive.

We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

* devised or amended the content of our 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; or
* communicated to any person other than the Authority the price or approximate price of the proposed Tender (except where disclosure, in confidence, of the approximate price of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
* agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
* offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

**Conflicts of interest**

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Authority.

So far as any possible conflict of interest has arisen, we have notified the Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Authority.

**Anti-canvassing confirmation**

We have not canvassed or solicited any member, officer, employee, agent or adviser of/to the Authority (or their respective partners), in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer, employee agent or adviser of/to the Authority (or their respective partners), in connection with the proposed contract and that no person employed by us or acting on our behalf will do any such act.

Name of person duly authorised to sign tenders:

Date: .............................................................................

Name: .............................................................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

............................................................................................

**By completing this Form of Tender and submitting your Tender you have agreed that the statements in this Form of Tender are correct and that you have complied, and will continue to comply, with the Authority's policies on non-collusion, conflicts of interest and anti-canvassing.**

ANNEX B7  
GENERAL DATA PROTECTION REGULATION (GDPR)

The Direct Marketing Support to The Christie Charity contract will be subject to new Data Protection Legislation. The Data Protection Legislation comprises i) General Data Protection Regulation (GDPR) which came into force on 25th May 2018; and ii) the Data Protection Act (DPA) 2018 which came into force on 23rd May 2018.

It should be noted to comply with the new Data Protection Legislation may incur costs in doing so, especially where new systems or processes are required. However, these costs are attributable to conducting business in the EU, and not supplying the UK public sector. Suppliers will be expected to manage their own costs in relation to compliance.

The Contracting Authority will require assurance that the supplier is familiar with the new EU and UK legislation and of their obligations as the Processor.

As a minimum the processor should:

● process the personal data only on the documented instructions of the Controller;

● comply with security obligations equivalent to those imposed on the Controller

(implementing a level of security for the personal data appropriate to the risk);

● ensure that persons authorised to process the personal data have committed

themselves to confidentiality or are under an appropriate statutory obligation of

confidentiality;

● only appoint Sub-processors with the Controller’s prior specific or general written

authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the original Processor will remain liable to the Controller for the Sub-processor’s compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. In the case of general written authorisation, Processors must inform Controllers of intended changes in their Sub-processor arrangements;

● make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller - and the Processor shall immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;

● assist the Controller in carrying out its obligations with regard to requests by data

subjects to exercise their rights under chapter III of the GDPR , noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front);

● assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the Processor;

● assist the Controller in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the Processor; and

● notify the Controller without undue delay after becoming aware of a personal data breach.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ duly authorised to sign on behalf of

(Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Organisation Name)

confirm that

* we are familiar with the new legislation and of our obligations as the Processor;
* we can and will implement the appropriate technical and organisational measures to comply with GDPR.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: ­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX B8**

**DATA PROCESSING AGREEMENT**

