

INVITATION TO TENDER (OPEN PROCEDURE)

FOR

Appointment of Design and Production Services (Open Framework 2025)

Reference: NMRNO.2025.010

1. Instructions for Tenderers on the Procedure

The National Museum of the Royal Navy
HMS Naval Base (PP66)
Portsmouth
PO1 3NH

Version 2025.01 (PA23)

Table of Contents

Section 1.....	3
Introduction	3
Introduction to the NMRN	4
The Authority's Requirement.....	4
Preliminary Market Engagement	4
The Procurement Timetable	5
Service Levels, Service Credits and Key Performance Indicators (KPIs).....	7
Key Dependencies.....	7
Contract Risks.....	7
Contract Terms.....	7
Important Information- Branding Resources and Tender Requirements.....	10
Annex B	11
Tender Evaluation Criteria	11
The Evaluation Criteria for this tender will cover all lots (with the exception of Lot 8), this is to provide commonality between the lots. This is to help ensure that for all bidders and the NMRN's appointed assessors it is clear and easy to read and respond to.....	11
Please note that there as mentioned above there is a specific evaluation criteria for Lot 8- Advertising and Brand Campaign Ideation and Design. The criteria differ to all other lots, specifically on the criteria and weighting.	11
Annex C	11
NMRN Standard Terms and Conditions	11
Section 3- How to Respond to this Opportunity.....	12
Section 4.....	14
Requests for Clarification.....	14
Section 5.....	15
Tender Assessment and Evaluation	15
Section 6.....	18
Structure and Format of Response	18
Section 7.....	18
Terms and Conditions of Tender.....	18
Section 8- Summary of an Open Framework.....	23
Design and Production Open Framework Tender Pack	24

Section 1

Introduction

- 1.1 This Procurement is being conducted in accordance with the Act using the Open Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, participation and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
- 1.2 This document has been prepared to assist Suppliers in deciding whether to submit a bid to be accepted onto the Open Framework as stated in the Scope of Requirement for this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
- 1.3 This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
- 1.4 The Authority reserves the right to issue updated versions of this document to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
- 1.5 **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**
- 1.6 Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix E.
- 1.7 All references to a 'section' are to a section in the Act unless otherwise stated.
- 1.8 All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex of this document unless otherwise stated.
- 1.9 All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).
- 1.10 **All suppliers bidding for this tender MUST sign up to the Central Digital Platform (CDP) to be eligible to bid for this tender. Guidance can be found here; [Central Digital Platform - factsheet \(HTML\) - GOV.UK](#)**
- 1.11 **The link for registration can be found here; [Find a Tender](#) it will provide you with a unique organisation identifier reference.**
- 1.12 **When sending your submission in, please share your supplier information share code with us, or send the PDF version of this from the Find a Tender website.**

Introduction to the NMRN

The National Museum of the Royal Navy ("the National Museum") was established in 2008 and is the holding company of the National Museum of the Royal Navy Group. The Group's unique and historically significant Royal Naval collections, ships and aircraft are located and displayed in museums at;

- National Museum of the Royal Navy in Portsmouth (including HMS Victory, HMS Warrior and HMS M.33 the museum's galleries, library, collections and the future Royal Marines Experience.
- Fleet Air Arm Museum in Yeovilton
- Royal Navy Submarine Museum (including HMS Alliance) and Explosion Museum of Naval Firepower in Gosport
- National Museum of the Royal Navy Hartlepool (including HMS Trincomalee)
- HMS Caroline in Belfast

Our Vision	<i>To be the world's most inspiring Naval Museum, linking Navy to Nation</i>
Our Mission	<i>Inspiring enjoyment and engagement with the story of the Royal Navy and its role in shaping both our nation and the modern world.</i>
<i>Learn more about the NMRN on our website; https://www.nmrn.org.uk/</i>	

- In addition to the above the NMRN are partners in operating Portsmouth Historic Dockyard, the site has 800,000 visits per year and is jointly operated by the NMRN and the Mary Rose Trust as PHD Operations.
- **NOTE- The full information of the NMRN and our sites can be found in the Annex 1 Design and Production Services Scope**

The Authority's Requirement

1.13 **The NMRN will be setting specific requirements regarding the release of its upcoming new brand for the organisations and sites. At the time of this tender being advertised the branding information that is proposed to be provided is strictly confidential and will be released after the Market Engagement Day with Non-Disclosure Agreements (NDA) in place.**

1.14 Annex A and any relevant Appendices details the specification or scope of requirement against which your Tender will be evaluated.

Preliminary Market Engagement

1.15 The NMRN have undertaken discussions internally and with known suppliers and researched online other design and production companies to understand the market.

1.16 Further to this, the NMRN will contact bidders of previous tender opportunities who may be interested in bidding for this opportunity.

The Procurement Timetable

1.17 The timetable for the Procurement is set out in the following table (the Procurement Timetable). Deadlines for the submission of responses to the Authority are shown in bold.

1.18 Failure to meet these deadlines will result in a Supplier's submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the NMRN's Tenders Inbox

Open Procedure		
1	Issue of Invitation to Tender Document	Friday 24 th October 2025
2	Online Market Engagement Day (hosted via MS Teams) <i>See following page for details how to book.</i>	1500-1630 Thursday 6 th November 2025
3	Final Date for Clarification Questions/Requests for additional information <i>The NMRN will endeavour to release responses to clarifications weekly</i>	Midday (1200) Tuesday 11 th November 2025
4	Submission Deadline	Midday (1200) Friday 21 st November 2025
Post Submission of Open Procedure-		
	<i>Dependant on number of bids this period may extend to ensure fair assessment of all bids.</i>	
5	Evaluation Moderation of ITTs	Week Commencing 24 th November 2025
6	Post-Submission Clarifications and Interviews Phase Please see following page for information on which specific lots will undertake interviews.	Week Commencing 1 st December 2025
7	Award Summary Notices Issued and Standstill Begins	Earliest Opportunity Week Commencing 8 th December 2025
8	Earliest Commencement of Contract after Standstill Period Ends and	Earliest Opportunity 18 th December 2025
9	Contract Award and Beginning of Framework Phase 1.	Contracts Issued January 2026

Online Market Engagement Session, Post Submission Interviews and Clarification Questions	
Online Market Engagement Session	The NMRN will look to host an Online Market Engagement Session to discuss the Open Framework, the requirements within it and how the opportunity will be operated once awarded. This is due to take place on Thursday 6th November 2025, to ensure you book onto this Online Market Engagement Session and to ensure you receive an MS Teams Invite, please express an interest in this tender opportunity by emailing tenders@nmrn.org.uk
Post Submission Interviews	The NMRN may, at its discretion, decide to interview Tenderers to further the tendering process. It is envisaged that interviews, if required by the NMRN will be for the following Lots: • Lot 1- Print Design* • Lot 2- Digital Design • Lot 3- Website Design* • Lot 5- Display Graphics • Lot 8- Advertising Campaign and Brand Ideation* The NMRN anticipate that interviews will be hosted on site at Portsmouth Historic Dockyard specifically for Lots 1. 3 and 8. The NMRN will consider alternative options for post-submissions interviews via MS Teams. The interviews are proposed to take place on the following days • Tuesday 2nd December 2025 • Wednesday 3rd December 2025 The NMRN reserves the right to change these dates if required.
Post-Submission Clarifications.	During the evaluation period, the NMRN reserves the right to seek further information from the Tenderers to assist in its consideration of the Tenders; this may take the form of post-submission clarification meetings or written clarifications. Issue 1- Thursday 30th October 2025 Issue 2- Friday 7th November 2025 Issue 3-Final Clarification Deadline- Midday (1200) Tuesday 11th November 2025 PLEASE NOTE- To ensure your responses for Issue 1 and 2 are responded to accordingly they must be sent to tenders@nmrn.org.uk by 5pm (1700) the day prior to those listed above, excluding the final issue. <i>These will be issued by email, and uploaded to the Central Digital Platform advert. Please express an interest in this tender opportunity to ensure you receive these communications.</i>

1.19 Please note that the Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

Service Levels, Service Credits and Key Performance Indicators (KPIs)

1.20 As the Open Framework has a potential maximum duration of 8 years for potential suppliers KPIs are proposed to be assigned to this contract, these will be focused on the following key areas;

Number	Overview	Measurement
KPI-01	Performance & Delivery	The Supplier is required to respond to requests for Call-Off or Mini-Competition requirements within a stipulated timeline, as confirmed by the NMRN. The NMRN will also confirm the timeframe in which the Goods and/or Services were delivered.
KPI-02	Adherence to Branding Guidelines	Ensure all creative outputs consistently reflect the organisations brand and comply with established brand guidelines as set by the NMRN's Marketing Team throughout the contract.
KPI-03	Sustainability & Innovation (in accordance with Social Value Act 2025)	Suppliers are to consider within the contract environmental sustainability such as but not limited to: reducing carbon emissions, waste, and resource consumption. Innovation: promoting new ideas, technologies, and practices that improve service delivery or societal outcomes.

Key Dependencies

- 1.21 The Design and Production Open Framework will be appointed for use by the National Museum of the Royal Navy as NMRN Operations. The framework contract will be managed by the NMRN's Marketing department, however, the operation of it is available to all departments within the NMRN and its sites across the UK.
- 1.22 Portsmouth Historic Dockyard (PHD) is the destination brand attached to NMRN's offer at Portsmouth and Gosport. The PHD brand is marketed and operated jointly by NMRN in partnership with the Mary Rose Trust (MRT), since August 2020 via PHD Operations introduced a joint ticketing offer. This framework will be available for the NMRN to use for PHD Operations on behalf of it. *It is not be available for the Mary Rose Trust.*
- 1.23 All processes undertaken through this Open Framework will be managed by the NMRN in the first instance.

Contract Risks

- 1.24 The main contract risk is through this tender process that the NMRN is unable to appoint a single supplier to a particular Lot within this Open Framework. The NMRN in this instance would seek either to use the Direct Award guidance under the Procurement Act 2023 under Schedule 5 or to terminate the lot and not award it.
- 1.25 The NMRN will look to undertake modifications to the contract under Schedule 8 of the Procurement Act 2023 where applicable in the event of an 'known unknown risks'.

Contract Terms

- 1.26 Annex C and any relevant Appendices details the NMRN Standard Contract Terms and Conditions for Open Frameworks against which your Tender will be contracted. The contract issued with this tender is a sample and does not represent the final version issued to providers appointed to the framework.
- 1.27 The NMRN reserves the right to modify the resultant Contract in accordance with s74 and Schedule 8 of the Procurement Act 2023.

Section 2- Design and Production Agency Open Framework Opportunity- Annex A- Specification / Scope of Requirement

OVERVIEW

This brief is issued by the National Museum of the Royal Navy Operations (NMRN Operations) for design and production services across the museum group.

We require experienced and specialist suppliers to support our business-as-usual work in marketing and design and production needs of the business. Alongside our regular work we are also running a long-term project to implement a new brand across all aspects of the business including but not limited to uniforms, signage, letterhead, corporate communications and website.

The NMRN are open to national and regional suppliers to bid on the respective lots within this tender opportunity. We welcome regional suppliers close to our sites across the Great Britain and Northern Ireland.

Any questions relating to the Open Framework or tender documents please contact tenders@nmrn.org.uk

As part of the framework there are opportunities including product design, exhibition graphics design and large format printing.

The NMRN reserves the right, post-award, to issue further tender opportunities outside the scope of the Open Framework if it is determined that the requirements are not sufficiently aligned with those covered by the framework—for example, in the case of advertising campaigns. All bidders within the relevant lots will be notified of any such future opportunities.

The full scope of requirement for this Open Framework is located in Annex 1 Design and Production Services Scope, which provides you with:

- Further information on the National Museum of the Royal Navy
- Scope of Services being procured
- Process for response

The National Museum of the Royal Navy (NMRN)

The National Museum of the Royal Navy (NMRN) was established in 2009 and is the youngest national museum. It tells the story of the four fighting forces of the British Royal Navy, Royal Marines, Fleet Air Arm, Submarine Service and Surface Fleet.

The Museum is based across five geographical locations: Portsmouth and Gosport both in Hampshire, Yeovilton in Somerset, Hartlepool in County Durham and Belfast in Northern Ireland.

Across these sites NMRN holds the nation's richest and most diverse collection of historic warships including the 'nation's flagship' HMS Victory. Each site is unique, and features a mixture of ships and museums, details of each site are expanded on in section three.

Nine of the ships in the Museum's care are recognised as being of national significance by the National Register of Historic Vessels and are included in the National Historic Fleet. This is over half of all major historic warships preserved in the United Kingdom. The NMRN also has a collection of seven smaller but still very important naval vessels.

The NMRN Historic Fleet consists of:

- HMS Victory, battleship of 1759, Nelson's flagship at the Battle of Trafalgar.
- HMS Warrior, battleship of 1860, the ultimate deterrent of the mid-19th century.
- HMS M33, monitor of 1915, fought at Gallipoli in 1915 and against the Bolsheviks in 1919.
- HMS Alliance, Second World War long range submarine.
- HMS Holland 1, the Royal Navy's first submarine built in 1901.

- HMS Trincomalee, Bombay-built frigate of 1817, the only surviving wooden warship built in that yard
- HMS Caroline, Light Cruiser of 1914 the only surviving ship from the Battle of Jutland.
- LCT 7074, a Landing Craft (Tank) which took part in D-Day. Currently operated by D-Day Museum
- In addition, NMRN holds a significant aircraft collection which represents the Fleet Air Arm story.

NMRN also cares for a collection of over 2.5 million items which tell the epic story of the Royal Navy from its origins in 625AD to today. It is the country's most comprehensive collection of Royal Navy heritage and holds national and international significance.

The management of the day-to-day activity of the Museum is delivered by the NMRN Operations Company who are commissioning this work.

Design & Production Agencies Lots Overview

This brief is broken down into two sections of Design and Production:

Lot	
Section A- Design Lots	Ownership of Lot
Lot 1- Print Design	NMRN & PHD Operations
Lot 2- Digital Design	NMRN & PHD Operations
Lot 3- Website Design	NMRN Only
Lot 4- Animation and Illustration	NMRN & PHD Operations
Lot 5- Display Graphics Design	NMRN & PHD Operations
Lot 6- Signage and Wayfinding	NMRN Only
Lot 7- Uniform Design (NMRN Only)	NMRN Only
Lot 8- Advertising and Brand Campaign Ideation and Design	NMRN Only
Lot 9- Artworking (NMRN & PHD Operations)	NMRN & PHD Operations
Lot 10- Product Design (NMRN Only)	NMRN Only
Lot 11- Corporate Design (NMRN Only)	NMRN Only
Section B- Production Lots	
Lot 12- Print Production	NMRN & PHD Operations
Lot 13- Digital Production	
Lot 14- Signage Production	
Lot 15- Large Format Printing	

The tender will be advertised as an Open Procedure to ensure the NMRN offer this opportunity to a large number of suppliers to appoint onto the framework.

To ensure the number of bidders are thoroughly and fairly evaluated within the evaluation process or subsequent framework the Procurement Officer has included quality thresholds to disqualify low quality bids from an initial assessment. Tenderers who score below 60% of the total available quality score for this tender will not be shortlisted to be selected for this Open Framework, this decision is at the NMRN's discretion.

Important Information- Branding Resources and Tender Requirements

Within this tender Lot 8 includes access to additional resources linked to the NMRN's upcoming rebranding project. As such, there will be strict guidelines governing the use and management of the brands assets, which may include imagery and associated materials.

This work represents a significant visual shift across all NMRN site communications. The campaigns will play a key role in amplifying our new brand. As the brand has not yet been launched, interested parties will be required to sign a Non-Disclosure Agreement (NDA) before any brand guidelines or materials are released to maintain confidentiality.

To access these resources, bidders must follow the steps below:

1. **Register your interest** by emailing tenders@nmrn.org.uk, clearly stating the specific Lot(s) you are bidding for.
2. **Only Lot 8: Advertising and Brand Campaign Ideation and Design requires the new brand assets and guidelines**, you will first be sent an NDA to sign and return.
3. **Once the signed NDA is received**, you will be provided with a password-protected link to download the relevant resources.
4. **Any unauthorised sharing** of these documents outside the terms of the NDA, and without prior written permission from the NMRN, may result in disqualification from the tender process.
5. **PLEASE NOTE- The brand assets and guidelines be issued *when available* AFTER the Online Market Engagement Day.**

If you wish to submit as part of your tender pack examples of proposed work or products mocked up with a logo please use the NMRN's current brand.

Annex B

Tender Evaluation Criteria

The Evaluation Criteria for this tender will cover all lots (with the exception of Lot 8), this is to provide commonality between the lots. This is to help ensure that for all bidders and the NMRN's appointed assessors it is clear and easy to read and respond to.

Please note that there as mentioned above there is a specific evaluation criteria for Lot 8- Advertising and Brand Campaign Ideation and Design. The criteria differ to all other lots, specifically on the criteria and weighting.

The information on the evaluation criteria for this Open Framework can be found in the document 2a. NMRN ITT- Response Forms Guidance- DesignProductionAgencyOPF

Annex C

NMRN Standard Terms and Conditions

- See in tender documentation pack the NMRN's Standard Terms and Conditions for Open Frameworks as 2a. NMRN ITT- Response Forms Guidance- DesignProductionAgencyOPF.
- Please be aware these are our full terms and conditions as a sample and does represent the final version for this tender. The NMRN will consider reasonable requests for negotiation post-award, these can be submitted as clarifications.

Section 3- How to Respond to this Opportunity

3.1 Construction of Tenders

- 3.1.1 Your Tender is to be written in English, using either Calibri/Arial/Aptos in a minimum font size 11.
- 3.1.2 Prices must be in **£GBP** shown as ex VAT. Prices must be submitted for the initial 3-year period of the Open Framework. With price breakdown must be provided within the tender submission pack as per the pricing proposals.
- 3.1.3 Please provide your pricing proposal including the fee, payment dates, and other relevant sections such as a detailed breakdown, resource allocation as appropriate to the tender. The file should be clearly labelled within your tender submission.

3.2 Submission of your Tender

Your completed response should be submitted by the due date and time required:

Date: Friday 21st November 2025

Time: 1200 Midday

Responses should be submitted in an electronic format addressed to: tenders@nmrn.org.uk

Please ensure your submission has been received by keeping a copy of the automatically generated read receipt from the mailbox. If a submission is undeliverable for any reason, you will need to supply evidence in order that submissions can be considered.

- It is the sole responsibility of the Tenderer to deliver their response and submission pack as specified and to ensure that their response has been received. It is suggested that this may be achieved by setting either a **Delivery Receipt** or a **Read Receipt**.
 - The NMRN takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.
 - Please be aware that on occasions the NMRN IT Security settings may potentially block emails or submissions, please ensure to communicate prior to the submission deadline either through clarifications registering interest in the tender. This is checked post-deadline.
 - The NMRN advise that you email us to express your interest in this tender opportunity to ensure you receive all communication and clarification updates.
 - If you have received **no response** from the NMRN regarding your tender submission by **1700 (5pm)** of the date of the tender returns (excluding weekends) please email procurement@nmrn.org.uk or enquiries@nmrn.org.uk citing the name of the tender you have submitted for. Or alternatively call; **02392891370 Ext: 2042** to speak to the Procurement Officer. Please leave a voicemail if the call is unable to be answered.
- 3.2.1 Your Tender and any ITT Documentation must be submitted electronically via NMRN tenders inbox by Midday (1200) Friday 21st November 2025. The NMRN reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) are no longer required and will not be accepted by the NMRN. Tenderers are required to submit an electronic online Tender response to ITT [insert reference number].
 - 3.2.2 The NMRN may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the NMRN or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via email from tenders@nmrn.org.uk and additionally on the 'Central Digital Platform' (CDP) portal if documentation is required. Stating how they can correct such irregularities which must be completed by the deadline set. The NMRN will cross reference the amended Tender with the original Tender submitted to the NMRN before the Tender return date to ensure that no other amendments, other

than in relation to the specific irregularity/clarification communicated by the NMRN, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the NMRN, this will result in a non-compliant bid.

3.2.3 You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation sent to the NMRN. You must contact *Procurement Officer on 02392891370 ext. 2042* to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the NMRN.

3.2.4 Your Tender must be compatible with MS Word and other MS Office applications. In addition, PDFs must be able to be opened via either Adobe or a Web Browser.

3.3 Variant Bids

3.3.1 Subject to the submission of a compliant tender, Tenderers may also submit an alternative price and method for provision of the services or goods which NMRN, at its sole discretion, may or may not pursue.

3.4 Confidentiality

3.4.1 NMRN will not disclose to any third-party information that is supplied in tenders that is marked as confidential. All other information supplied by Tenderers to NMRN will similarly be treated in confidence except that references may be sought from banks, existing or past clients, or other referees submitted by the Tenderers.

3.5 Conflict of Interest

3.5.1 Tenderers are required to confirm that they are not aware of any conflict of interest or any circumstances that could give rise to a conflict of interest in the performance of the proposed Contract.

3.6 Consortia

3.6.1 Bids from multi-disciplinary organisations and specially formed consortia are encouraged, but all organisations in specially formed consortia must be identified in the response to the ITT. Each group or consortium will be required to nominate a lead person with whom NMRN can contract or form themselves into a single legal entity before contract award. In the case of group Tenderers or consortia, each service provider will be required to become jointly and severally responsible for the contract before acceptance.

3.6.2 If the tenderer is a group Tenderer or consortium, each member of the consortium must be identified separately as part of the response to this ITT.

3.6.3 If the tenderer is a member of a group of companies, they should provide information only about themselves and not the Group as a whole (except where Group information is specifically requested by the question).

Section 4

Requests for Clarification

8.1 Any requests for clarification relating to the Procurement must be submitted via the NMN Tenders Inbox, no later than the deadline in the Procurement Timetable at paragraph [15] above to allow the Authority sufficient time to respond prior to the closing date for receipt of submissions. The Authority will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.

8.1 The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable at paragraph [15] above or submitted via any means other than the NMN Tenders Inbox.

8.1 If Suppliers identify a technical issue with the NMN Tenders Inbox, they should contact the Authority without delay via the following contact point at:

Procurement Officer

procurement@nmrn.org.uk or by phone 02392 891370 ext. 2042.

8.1 Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Authority's response, with the exception of those deemed confidential as provided below.

8.1 If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.

8.1 In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.

8.1 It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

Section 5

Tender Assessment and Evaluation

5.1 Evaluation of Tenders (Compliance)

5.1.1 You will have your tender response evaluated as set out in Annex B and scored in accordance with below:

Stage 1: Receipt and Opening - Tenders will be downloaded from tenders@nmrn.org.uk email inbox after the Closing Date. The NMRN firewall will be checked to ensure that all submissions are received including any attachments.



Stage 2: Compliance Check

Each Tender will be checked for compliance with the requirements of this ITT. Tenders which are not substantially complete, or which are non-compliant with the ITT may be excluded from further participation in the evaluation process or, at the NMRN's discretion, Tenderers may be asked to provide clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in disqualification from the evaluation process. The NMRN reserves the right to evaluate Tenders before declaring them non-compliant.



Stage 3: Evaluation of Tender Responses - Price and quality evaluation will be carried out in accordance with the published evaluation criteria.



Stage 4: Score Review - Review of quality and price scores



Stage 5: Final Evaluation Report and Recommendation - A final evaluation report will be completed, recommending award.

- 5.1.2 Please note that the NMRN may require clarification of the answers provided or ask for additional information.
- 5.1.3 The response should be submitted by an individual of the organisation, company or partnership who has the authority to answer on behalf of that organisation, company or partnership.
- 5.1.4 Should the response be found to be erroneous or in any other way incorrect, the NMRN reserves the right to disqualify the candidate from the tender.
- 5.1.5 **The NMRN shall assess submissions solely in accordance with the provisions set out in this Invitation to Tender (ITT) document and the specified scoring criteria. Prior experience shall not be taken into consideration**

5.2 Evaluation of Tenders (Award)

5.2.1 In accordance with the Procurement Act 2023 and the Procurement Regulations 2024 the NMRN seeks to award the contract on the basis of the Most Advantageous Tender. Tenders will be evaluated at Stages 3 and 4 in accordance with the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting	Demonstrated by
Quality including Methodology and Approach	[100]%	Each criterion will be marked using the scale 0-10 and the specified weighting applied. The formula to calculate the weighted score will be: $\frac{(\text{marks awarded}) \times \text{weighting}}{\text{marks available}}$ <u>For example</u>, if the weighting is 20% and the maximum mark is 5, and the mark received is 3, the weighted score would be: $(3 / 5) \times 20 = 12$ NB: For the purposes of this calculation, weighting is expressed as a number not a percentage.
Commercial Price per Quality Score Points	Price Only for certain Lots	In this approach a PQP is calculated for each bid by: - determining the bid price; - determining the quality score for each bid, expressed as a whole number rather than as a percentage (though the whole number may still be points out of 100); and - dividing the bid price by the quality score to give an output price per quality point. $\frac{\text{Price}}{\text{Quality score}}$ <i>For example, if a bid was £15,000 and the tenderer scores 75/100 the Price Per Quality score would be 200.</i> - The lowest ranked Price per Quality Score will be the Most Advantageous Tender based upon this.
Shortlisting of Bids after Initial Assessment <i>Tenderers who score below 60% of the total available quality score (100%) for this tender lot will not be shortlisted to be selected for this tender, this decision is at the NMRN's discretion.</i>		

5.2.2 **Scoring Model** – Tender responses will be subject to an initial review at the start of Stage 3 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the NMRN for all criteria other than Commercial using the scoring model given in the table below:

Points	Interpretation
<u>10</u>	Excellent – Overall the response demonstrates that the Tenderer meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the Tenderer can meet the requirement. The response therefore shows: • Very good understanding of the requirement • Considerable competence demonstrated through relevant experience • Considerable insight into the relevant issues The response is also likely to propose additional value in several respects above that expected
<u>7</u>	Good - Overall the response demonstrates that the Tenderer meets all areas of the requirement and provides all of the areas of evidence requested but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the Tenderers failure to provide all information at the level of detail requested. The response therefore shows: • Good understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some insight demonstrated into the relevant issues
<u>5</u>	Adequate - Overall the response demonstrates that the Tenderer meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the Tenderer can meet the requirement due to the Tenderer's failure to provide all of the evidence requested. The response therefore shows: • Basic understanding of the requirements • Sufficient competence demonstrated through relevant experience • Some areas of concern that require attention
<u>3</u>	Poor – The response does not demonstrate that the Tenderer meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the Tenderer can meet the requirement due to the failure by the Tenderer to show that it meets one or more areas of the requirement. There are reservations because of one or all of the following: • There is at least one significant issue needing considerable attention • There is insufficient evidence to demonstrate competence or understanding • The response is light and unconvincing
<u>0</u>	Unacceptable - The response is non-compliant with the requirements of the ITT and/or no response has been provided. The response is significantly below what would be expected because of one or all of the following: • The response indicates a significant lack of understanding • The response fails to meet the requirement

Section 6

Structure and Format of Response

6.1 Introduction

6.1.1 Your response to this tender document should follow the defined structure as outlined in Annex D. Your response will be used to evaluate and score the different sections of each proposal received. All parts of this section are deemed Essential and require response. **Failure to provide this information may result in your submission being disqualified:**

- 1) **The Suppliers Central Digital Platform Reference Number**
 - a. Suppliers can sign up here; [Find a Tender](#)
- 2) **Annex D – Tender Submission Document**
- 3) **Annex E - Form of Tender**
- 4) **Annex F - Certificate of Non-Collusion**

6.1.2 Please supply relevant documentation with your submission. You are asked to answer questions fully and where indicated in the format required. Please do not provide additional attachments or documents where not requested to do so. These will not be read and will not be taken into account in the evaluation of your Tender. **Any tender not conforming to this requirement is likely to be disqualified.**

6.1.3 The response should be presented in A4 format with an easily readable font style and size.

6.2 Approach to the Contract (Quality Control)

6.2.1 Tenderer's should describe how they will approach the implementation and performance of this contract with particular regard to the requirements outlined in the Specification / Schedule of Requirements (Annex A and its Appendices). Tenderers should outline their proposals for on-going quality control during the project and how they will remedy any failures.

6.3 Project Resourcing

6.3.1 Tenderer's should describe the resources that they will be deploying on this contract if they are successful, stating whether any staff resources are currently in place or will require to be recruited. They should also give indications as to the background and knowledge of key personnel who will be deployed in the delivery of this contract.

6.3.2 Explain any sub-contract arrangements that you will depend on to deliver the contract and explaining how you will manage this/these relationships with other stakeholders (if any). Any Lead Times between award of Contract and start of Services should be highlighted.

Section 7

Terms and Conditions of Tender

Procedural requirements

7.1 This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority's sole discretion.

Central Digital Platform

7.2 **Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement.** Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

Transparency

7.3 Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).

7.4 All central government departments and their executive agencies and non-departmental public bodies are subject to controls and reporting within government. In particular, they report to various government bodies including but not limited to the Cabinet Office and HM Treasury for all expenditure. The Authority reserves its absolute right to share

within government any of the documentation/information submitted by Suppliers during this Procurement (including any information that a Supplier considers to be confidential and/or commercially sensitive).]

- 7.5 Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

Modifying the Procurement

- 7.6 Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.
- 7.7 The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement. [Any decision by the Authority not to award a lot does not prevent the Authority from awarding the remaining lots].
- 7.8 Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.
- 7.9 The Authority reserves the right at any time:
- to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A
 - to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected.

Option to direct award

- 7.10 The NMRN reserves the right to Direct Award a procurement in accordance with s43 of the Act.

Confidentiality and publicity

- 7.11 Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
- 7.12 Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

Freedom of information and environmental information

- 7.13 The NMRN is not defined as a Public Authority under Schedule 1 of the Freedom of Information Act, and we are not required to respond to your information requests
- 7.14 You may find information of interest to you within the NMRN's Annual Trustees' Report and Statement of Accounts available on the NMRN's or the Charity Commission's websites.

Requirements on sub-contractors and consortium

- 7.15 If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier's exclusion from the Procurement.

Parent company guarantee or other securities

- 7.16 The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this Procurement.
- 7.17 Where the Supplier's parent company is incorporated outside the United Kingdom, the Authority will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier's own cost and expense) as

to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.

- 7.18 Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's exclusion from the Procurement.

Non-collusion, non-canvassing

- 7.19 Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.
- 7.20 Specifically, Suppliers must not directly or indirectly at any time:
- devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance
 - enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission
 - enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
 - canvass any employees, members or agents of the Authority in relation to this Procurement
 - attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission
 - carry out any other co-operation or collusion with another Supplier or any other person which the Authority considers capable of undermining fair competition
- 7.21 Suppliers are required to complete and return Appendix G (Certificate of non-collusion and non-canvassing) noting that the Authority will be entitled to rely on the information provided in the certificate.

Conflicts of interest

- 7.22 Suppliers are encouraged to inform the NMRN that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Authority or its advisers. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest.
- 7.23 In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
- exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
 - request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process
- 7.24 The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the NMN Tenders Inbox should it have any concerns regarding actual, potential or perceived conflicts of interest.

Conflict assessments

- 7.25 The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

Intellectual property

- 7.26 Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

Anti-competitive behaviour

- 7.27 Suppliers are reminded of their obligations under applicable competition laws. The Authority may ask or require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place. **This is a mandatory requirement on the Central Digital Platform when registering.**
- 7.28 Highlight any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
- 7.29 Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Contract

- 7.30 A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
- 7.31 The Supplier's tender submission must remain valid for acceptance for a period of [90 days] from the date of its submission or until any procurement challenge/s have been resolved.

Supplier withdrawal

- 7.32 Suppliers may withdraw from the Procurement at any time before the tender submission deadline by providing written notification to the Authority via the NMN Tenders Inbox.

Modifying your Tender

- 7.33 Suppliers may modify their submitted prior to the submission deadline. The Authority will not open until after the submission deadline set out in the Procurement Timetable.

Supplier eligibility

- 7.34 Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times. Bidders are required to keep their Central Digital Platform assessment up to date, this may be required to be submitted again at each opening of the framework as stated in this document. This is pursuant in section 48 of Framework- Implied Terms
- 7.35 The Authority reserves the right to require any Supplier to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the ITT, including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract, in accordance with s58(3) .
- 7.36 The Authority must be notified in writing via the NMN Tenders Inbox (tenders@nmrn.org.uk) promptly of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract so that the Authority may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

Supplier warranties

- 7.37 In responding to this invitation, the Supplier warrants, represents and undertakes to the Authority that:
- it understands and has complied with the conditions set out in this document
 - all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document
 - it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response

in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)

- d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority

7.38 Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

- a. the Authority may exclude the Supplier from participating in this Procurement
- b. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
- c. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages

Tender Commercial Evaluation

7.39 Suppliers should note that bids where applicable which significantly exceed the advertised budget under 'best technically affordable tender' may be deemed non-compliant and lead to disqualification from the tender process. This is in accordance with Tender Evaluation Commercial Policy Statement.

7.40 The NMRN may use Price per quality point (PQP) is an evaluation technique designed to make it easier to consistently and fairly compare bids of varying quality and price. It also makes it easier for evaluation panel to judge how they may score overall.

Section 8- Summary of an Open Framework

- I. The introduction of “Open Frameworks” under the Procurement Act 2023 represents a significant shift in public procurement, offering enhanced flexibility and new opportunities for contracting authorities.
- II. The Act defines a framework as a “contract between a contracting authority and one or more suppliers that provides for the future award of contracts by a contracting authority to the supplier or suppliers” (Section 45(2)).
- III. In practice, this means a framework sets out the terms under which future contracts for goods, services, or works may be awarded.
- IV. An “Open Framework” is defined as a scheme that allows for the award of successive frameworks on substantially the same terms throughout its duration (Section 49(1)).
- V. Under previous legislation, such as the Public Contracts Regulations 2015, frameworks were “closed,” meaning once suppliers were appointed, no new entrants could join until the framework expired.
- VI. The anticipated Open Framework Agreement will operate for a maximum of eight years.
- VII. A new procurement exercise will be conducted prior to the initial three-year re-opening window, allowing new suppliers to apply.
- VIII. Existing suppliers will remain on the framework for its full duration, subject to satisfactory performance and continued eligibility.
- IX. Re-openings will be carried out through a new procurement process, in accordance with the Open Framework provisions of the Procurement Act 2023.
- X. Following the first re-opening, the NMRN will communicate the timing of subsequent openings before the framework reaches its conclusion.
- XI. For example, the first proposed “opening” of this framework is expected to take place after three years. At that point, both new suppliers and existing participants will be assessed for admission and re-admission, respectively. The framework is anticipated to be awarded in late 2025, with the first re-opening occurring in 2028. A further re-opening is expected at least once more before the framework concludes in 2033.

Frameworks succeed one another, and each framework expires upon the award of the next.

Open Framework
Timeline

At least once in the first 3 years

At least once in 5 years following award of 2nd Framework

Timeline	Notes
Awarding of Open Framework	December 2025
Proposed Re-Opening of Framework in Year 3	Tender re-advertised Summer 2028, with award in Autumn 2028.
Further Re-Openings of Framework Between Years 4-8	Tender Re-Advertised in Summer of that year with the award in the Autumn of the same year.
End of Open Framework	November/December 2033

The full details of how this Open Framework will work within the contract, including call-off and mini competitions please see document 3. NMRN ITT- DesignProduction- Open Framework Guidance

Design and Production Open Framework Tender Pack

The following documents have been provided at time of advertising this tender opportunity, these are as follows

Document Number	Name of Document	Required to be Submitted?
1	1. NMRN ITT- Instructions for Tenderers_DesignProductionAgency	No
2	2a. NMRN ITT- Response Forms Guidance- DesignProductionAgencyOPF	No
3	2b. NMRN ITT- Annex F-G-H- Response Forms- DesignProductionAgencyOPF	Yes
4	3. NMRN ITT- DesignProduction- Open Framework Guidance	No
5	4. NMRN Open Framework- v2- Contract Sample	No
6	5.NMRN DesignProductionAgency- Response Forms- All Lots.zip <i>If not available on the Central Digital Platform website, it can be sent by request by emailing tenders@nmrn.org.uk</i>	Yes
7	Annex 1 Design and Production Services Scope	No
8	Annex 2 - NMRN and PHD Audiences	No
9	PHD 2020 Guidelines 130820 2	No