

Question	Answer
Must The iPad Pro Be Wi-Fi Only Or Cellular/Wi-Fi?	Wi-Fi Only
Minimum iPad Pro Generation?	3rd Gen
Screen Size?	No preference
Minimum Storage - 64Gb Is Not Available On Current 5Th Gen (M1)?	64GB minimum
Defender Series Or Symmetry Series?	No preference
Leica Cyclone Register Full Version Programme, Is There A Specific List Of Other Acceptable Software Programmes?	Leica Cyclone Register Core and Leica Cyclone Field 360. The file formatting that we currently have in our archives and the work that our contractors do for us is based on previous Leica products. We want to continue with this.
Will Used/Refurbished Equipment Be Accepted As An Option?	No.
Please Confirm As Stated In The Eoi Documentation - Warranties That Cover Damage / Replacement; Does This Imply Damage Includes Any Accidental Or User Damage To The Equipment Be Covered Under The Warranty?	It would include accidental/user damage to be included in the warranty. Please provide appropriate warranty costings. If this is not covered please state this in your submission.
Could Nmrn Please Expressly Specify All Required Software Modules	Leica Cyclone Register Core and Leica Cyclone Field 360. The file formatting that we currently have in our archives and the work that our contractors do for us is based on previous Leica products. We want to continue with this.
Which Software Would You Prefer: Cyclone Register Core Or Register 360?	Leica Cyclone Register Core and Leica Cyclone Field 360
Are You Looking For A Permanent Or Subscription Licence?	Permanent
If Choosing Permanent, Do You Need 3 Or 5 Years Ccp(Technical Support And Software Updates)?	Being a long-term programme (6-10 years) a 5-year subscription will be ideal initially.
Would You Go For 3 Or 5 Years Rtc360 Scanner Ccp(Hardware Maintenance, Customer Support, Warranty)?	Being a long-term programme (6-10 years) a 5-year support will be ideal too.
Questions Relating to Clauses in the Goods Contract; Clause 7.8 – it is unclear as to why it would take such a level of time to inspect and we would request this be reduced from 30 days to 7 days. The NMRN is a charitable organisation and does not have dedicated resources available for goods inwards and inspection. Therefore the 30 days is the maximum time we would expect for any inspection to be undertaken in. Clause 7.9 – We request this clause be amended to remedy for specific performance or contractual damages and an obligation to mitigate losses as well as demonstrate rather than a blanket provision. This is a general contractual statement and is related to Clause 7.10. The NMRN are using public money on this purchase and therefore must have the ability to ensure that remedies are available to them for non-delivery.	

Clause 7.10(a) – We request the remedy - liquidated delay damages be deleted.

The NMRN are using public money on this purchase and therefore must have the ability to ensure that remedies are available to them for non-delivery. This request is not agreed.

Clause 7.10 – We would request the clause be extended to cover instances where the customer fails to provide an opportunity to deliver (i.e. staff not available etc).

This is covered in clause 7.11 whereby the NMRN will ensure access to the Supplier, to deliver the goods, considering the secure nature of the location concerned.

Clause 8.5 – remove reference to statutory rights.

Request not agreed; The NMRN are using public money on this purchase and therefore must have the ability to ensure that remedies are available to them for non-delivery.

Clause 11.1 – We request that this clause be amended to apply to direct losses only, with indirect or consequential loss excluded

Agreed for this requirement

Clause 11.2 - Can NMRN advise the limit of insurances required?

We will require the Supplier to have Insurance as follows;

Employer's (Compulsory) Liability Insurance = £5,00,000

Public Liability Insurance = £5,000,000

Professional Indemnity Insurance = £0 (Not Applicable)

Product Liability Insurance = £5,000,000

Located within the ITT document in Section 8: Additional Questions 8.1, on Page 45

Clause 11.7a.1 – Request this be limited to our insurances

Agreed

Clause 11.7a.2 – Request this be amended to the value of the Goods paid and received at the time of the breach.

Agreed

Clause 11.7a.3 – Request this be limited to our insurances

Agreed

Clause 11.7a.4 – unclear as to how this could apply. If the goods are lost / damaged in transit the customer will not have paid. All other losses to be covered by the customer. Please advise?

All insurances are located within the ITT document in Section 8: Additional Questions 8.1, on Page 45.

Clause 11.7b - Request this be limited to 150% of cost and charges received within previous 12 months prior the breach or 150% of the costs and charges received in any 12 months and the limit of our insurances as required.

Agreed