

Q1- Please can NMRN clarify in relation to the indemnity at Section 1.7.1 the requirement of a 'hold harmless' obligation. We cannot accept this. Our view is that this is a vastly disproportionate and unreasonable obligation to place on tenders for this type of tasking, furthermore, the obligation is generally uninsurable. We request removal of the wording '...fully and to hold it harmless at all times from and...' from Section 1.7.1.

Agreed and documentation will be updated and distributed to reflect this.

Q2- Please can the level of indemnity for professional indemnity insurance be reduced. We can offer a level of indemnity of £1m for PI cover.

The PII was discussed with the risk of the CAD work, however, on reflection of this clarification we've re-assessed this and agree that £1m is sufficient and will consider this for the contract when awarded. The documentation will be updated to reflect this.

Q3- Please are you able to answer the following clarifications regarding the NMRN's standard terms and conditions;

- Please ensure that the levels of indemnity at Clause 22 align with those requested and agreed within the ITT.
 - Agreed, will be amended in final contract.
- At Clause 27.2, please remove ability to terminate for 'something occurs under the law of any jurisdiction, in relation to the other Party.' This is a very broad and unbounded ground for termination.
 - Agreed, will be amended in final contract
- The definition of "Losses" please remove references to 'penalties'. This is not insurable.
 - Agreed, just for reference the NMRN's draft contract is to fit services/goods therefore we would adjusted accordingly to the procurement opportunity upon award.

Q4- We would like to ask if this Tender would be suitable for an Engineer Design Team

Yes, this is appropriate for this tender.

Q5- We can't find any tender documents for the CAD Technician for HMS Victory Conservation Project on MyTenders. Could you help me locate them please?

The tender documentation can be found here;

<https://www.contractsfinder.service.gov.uk/Notice/065bef76-4c96-4266-8aa8-fa33aa004382>

Q6- Is the project open for subcontracting, and if so, can it be subcontracted to a country outside of the UK?

It is preferable for the company to be based within the UK due to the requirements set out in the Scope of Requirement. If you are based outside of the UK you must state this within your tender response.

All subcontractors should be detailed in full in Section1 of the SQ if you are looking to outsource any part of your bid.

Deadline for Clarification Questions for Response is Friday 15th March 2024, these are to be sent to tenders@nmrn.org.uk