

## HMS VICTORY CONSERVATION PROJECT – CDM CONSULTANCY INVITATION TO TENDER

### CLARIFICATIONS – VERSION 6 dated 9th September 2021

TENDER CLARIFICATION 1		
Number	Issue	
1	Where can the tender documents be obtained from?	The Invitation to tender for the above contract was published on 'MyTenders' and 'ContractsFinder' websites on 6 <sup>th</sup> August 2021. The tender is downloadable from the 'ContractsFinder' website and both websites contain the link to this.
2	A.4 The NMRN is seeking part-time specialist consultancy support of up to 100 days over a 2-year period, on a call-off/tasking basis, to act as specialist CDM adviser to the programme, ensuring NMRN complies with all current and emerging statutory and regulatory requirements, as well as leading as the Clients Principal Designer and Principal Contractor for the Scaffolding of HMS Victory.	A.4 The NMRN is seeking part-time specialist consultancy support of up to 100 days over a 2-year period, on a call-off/tasking basis, to act as specialist CDM adviser to the programme, ensuring NMRN complies with all current and emerging statutory and regulatory requirements, <b>supporting the NMRN in its role as Principal Designer and Principal Contractor for the Scaffolding of HMS Victory.</b>
TENDER CLARIFICATION 2		
3	Price Scoring	<p>The tender is for up to 100 days of work on a task-by-task basis and is therefore a maximum limit of liability/maximum price for the work. The NMRN supports the approach to agile working. Some of the tasks may involve onsite and/or offsite visits, so additional breakdown of likely costs has been requested as a response to tender. It is anticipated there would be some external site/contractor visits (for which a separate rate has been requested).</p> <p><b>For the response to tender, and for assessment purposes, the total cost will be taken as the sum of:</b></p> <ol style="list-style-type: none"> <li><b>1. Cost for 55 days onsite at MNRN plus</b></li> <li><b>2. Cost for 40 days home/office working plus</b></li> <li><b>3. Cost for 5 days external attendance offsite</b></li> </ol>

		<b>4. This total figure will be taken as the tendered price for the commercial evaluation at Section 5.</b>
<b>TENDER CLARIFICATION 3</b>		
4	Will the NMRN accept own company Terms and Conditions	Standard NMRN Terms and Conditions (Services) will apply. All tenders are subject to final contract negotiation, and tenderers should identify any particular areas of concern.
<b>TENDER CLARIFICATION 4</b>		
5	We note the requirement of – A.28 (page 31) where we are to provide CV(s). Please confirm how this will be scored and what question this relates to.	The CVs will be assessed in the context of the questions asked; whereby the prospective tenderer(s) will explain their role and contribution to the delivery of contracts and in relation to the questions asked, and where relevant, how they would provide the proposed services asked for in this tender.
<b>TENDER CLARIFICATION 5</b>		
6	Please can you confirm that a commercially sensible, aggregate liability cap will be included in the contract that would cover all losses under the contract. We would propose a cap of 10x the total fee is included as a new clause and apply to all losses under the contract (except for those which cannot be excluded by law such as personal injury, death and fraud).	Standard NMRN Terms and Conditions will apply and levels of insurance should be as specified in the ITT Annex D tender Submission Document Part 4 Section 8/8.1
<b>TENDER CLARIFICATION 6</b>		
7	Level of Professional Indemnity Insurance	As an amendment to Section 8.1 Insurance Paragraph a: <b>For Professional Indemnity Insurance only:</b> tenderers should state, as a response to tender Section 8.1 a: <ul style="list-style-type: none"> <li>a. Current level of Professional Indemnity Insurance held.</li> <li>b. A cost to raise their level of Professional Indemnity Insurance to £1,000,000 (£1 Million) if not already held.</li> <li>c. An additional cost to raise their level of Professional Indemnity Insurance to £2,000,000 (£2 Million) from £1,000,000 (£1 Million) if not already held</li> </ul>
8	<b>References.</b> Can NMRN be used as a referee for previously delivered contracts?	No. NMRN cannot act as a referee, but previously delivered contracts for any

		company, including NMRN, may be cited as examples.
9	With reference to Clause 7.2.2 – We note the level of insurance as being £5m each and every claim. Would it be possible for the level of PI insurance to be commensurate with the liability cap on an aggregate basis ?	No NMRN Standard Terms and Conditions Apply as stated
10	With reference to Clause 3.2 – It is unclear what this standard is and it may not be covered by our insurance. We would therefore request an amendment to the clause - “The Service Provider shall exercise reasonable skill, care and diligence in the performance of the Services and shall carry out all his responsibilities in accordance with relevant recognised professional standards”.	Tenderers should satisfy themselves as to standards expected. Standard NMRN Terms and Conditions Will apply to this contract
11	With reference to Clause 7.1 – We would request any indemnities to be made subject to those losses which are reasonably foreseeable and legally enforceable. We would request the following wording is inserted - “The Client shall take all reasonable steps to mitigate the effects of any loss, damage, injury, claims, demands, costs, liability, proceedings and expenses which may give rise to a claim by it under the indemnities granted under this Contract, and shall give the Consultant early warning as soon as it becomes aware of any matter or event which could lead to an amount becoming due under such indemnities.”	Standard NMRN Terms and Conditions Will apply to this contract
12	With reference to Clause 1.1. This clause refers to the provision of Goods (which we will not be supplying) and also has an incorrect	The Reference is to Clause 2.1.

	clause reference. We would request that both are amended to suit.	
13	We understand your Standard NMRN Terms and Conditions will apply. In relation to our original clarification, could you please advise us of the liability levels for Cl7.7 and Cl7.8. We note they are currently blank within the supplied T&C's. A commercially sensible, aggregate liability cap would be our preferred option and satisfy our insurers. We would propose a cap of 10x the total fee.	No. Standard NMRN Terms and Conditions apply.
14	Please confirm that cl8 will be included within the agreed liability cap under cl7.	No. Standard NMRN Terms and Conditions apply.