

Community Led Local Development

Project Evaluation and Summative Assessment

**Cornwall Development Company
TEN 505**

Clarification Questions and Answers

Question	Response
Referring to the ITT Document:	
<p>Can you provide a sense as to what information is captured by the project beyond outputs and EU indicators (i.e. beneficiary data, spatial intelligence, experiential surveys etc)?</p>	<p>ERDF: We have some further data from a post project survey of our Enterprise Small Grants, about their experience</p> <p>ESF: we could potentially provide some additional participant data from our MIS system, but this would be subject to further discussion with the successful tendering organisation</p> <p>Both: We capture some equality and diversity information from all project applicants about their current workforce structure (gender, age and disability split, Cornish identification of staff). This is not compulsory and is therefore not a full data set, but could be made available to the winning tenderer</p>
<p>Has the project undergone any change in scope as part of a contract change request process? If so, what effect has this had on outputs, expenditure and timescales?</p>	<p>There is no change to the scope of the project. A Project change request is currently submitted to extend the timeline of the programme to 30/06/2023 (no change to budget, some changes to outputs to reflect effects of Covid), in line with an offer made by the Managing Authority</p>
Referring to our terms and conditions:	
<ul style="list-style-type: none"> ● Clause 15.2.2 We would need to ensure our data controller position is reflected in the contract, which will mean XXXX meets the obligations and conditions under data protection law. Could you please confirm if there is scope to amend the T&Cs to reflect this? 	<p>Yes there is scope to amend the T&Cs to reflect this request</p>
<ul style="list-style-type: none"> ● Clauses 5.5 and 5.6, together with clause 29 We assume that these clauses are not intended to result in all internal working papers, emails etc. to form part of the intellectual property or documents being assigned/provided to XXX, but rather that these clauses are intended to ensure that XXX is provided with the products of the Services (i.e. the deliverables). Could you please confirm if this interpretation is correct? 	<p>Yes this interpretation is correct</p>
<ul style="list-style-type: none"> ● XXX is required to retain certain data to comply with our legal and regulatory obligations. Can you confirm if this presents any issues? 	<p>This would need further investigation at contract negotiation stage and cannot be answered as a blanket statement.</p>
<ul style="list-style-type: none"> ● Our liability and responsibility is to our client(s) under the agreement, and not to other third parties who may read our reports and 	<p>Yes this is understood and acceptable.</p>

<p>deliverables. As a result our reports and deliverables will have a disclaimer that will make this clear. Can you confirm that this will be practicable from a CDC perspective?</p>	
<ul style="list-style-type: none"> • Clause 23.2 – we understand that this limit will be £2 million. Could you also please confirm that the liability cap is intended to be comprehensive and cover negligence? Would there be scope to amend wording to reflect this? 	<p>Apologies for the missing information; please see below for the required amounts:</p> <p>23.3.1 professional indemnity insurance with a limit of liability of not less than £2 million for independent advice; and 23.3.2 public liability insurance with a limit of liability of not less than £5 million; and 23.3.3 employers liability insurance with a limit if liability of not less than £5 million for:</p>
<ul style="list-style-type: none"> • Clause 23.3 – XXX general PI cover is on an 'aggregate claims' basis, is firm-wide and renewed annually (fully complies with the Professional Indemnity Insurance Regulations of the Institute of Chartered Accountants in England and Wales (ICAEW)), and has an aggregate limit of indemnity significantly in excess of £15 million. Could you confirm this is acceptable? 	<p>As per the correction above, £15 million would be sufficient</p>
<ul style="list-style-type: none"> • Clause 23.4 – our policies are confidential and can never be released. The clause is fine but the ITT states that policies would have to be provided. Can you please confirm the position in the clause is correct and if there is scope for alteration? 	<p>To award the contract we will require the overarching certificates as an absolute minimum to confirm that the insurances as detailed in 23.3.1 to 23.3.3 are in place. We would expect to see the policies if required for any other reason.</p>
<ul style="list-style-type: none"> • We note the need to comply with a number of other policies, including Company's Contract Procedure Rules and Financial Regulations. Can it be confirmed what they are the detail within provided? 	<p>These would be provided to the winning tendering organisation at contract negotiation stage.</p>
<ul style="list-style-type: none"> • We understand that clauses 9.1 to 9.6 are not expected to be applicable for this project, based on the brief. Can you confirm the CDC position on this? 	<p>Your assumption is incorrect; these clauses remain, as we may provide you with data about participants which, if used inappropriately, could result in a safeguarding issue.</p>
<ul style="list-style-type: none"> • We note that if CDC require the tenderer to provide a separate platform for data sharing, this will have standard end user terms, which CDC will need to signed up to. We are also happy to use another platform or data sharing method approved by you. Can you confirm what the preference may be? 	<p>We use a product called Egress which is approved for such matters.</p>

END