**Clarifications To Bidders Questions**

Correction to a typo:

In 3.2 of the ITT- It states Year 1 ended in March *2024*; it should be March *20****23***.

Question 1: As a group policy and insurance matter, we cannot tender without a general limit of liability. Please can you confirm that this can be included? Our suggested wording is: *“Notwithstanding any other term in this agreement, to the fullest extent permitted by law, the total liability of each party arising under or in connection with this agreement, whether arising in contract, tort (including, but not limited to, negligence), restitution or otherwise (and including any and all liability under any indemnities), shall be limited to £1 million (one million pounds sterling). For the avoidance of doubt, the agreement includes all tender documents related to the agreement.”*

Answer 1: This would be acceptable

 Question 2: Our responsibility is to our client(s), and not to third parties who may read our work. Our deliverables will have a disclaimer that will make this clear. Please confirm that you will make any other party to whom you disclose our work aware of this. (In practice this will mean not distributing our work without that disclaimer included.)

Answer 2: This acceptable

Question 3: We assume that it is not intended for all our internal working papers, emails etc. to form part of the intellectual property being provided to you (which would be impractical as well as unreasonable), but rather that you expect to receive rights in the products of the Services (i.e. the deliverables). Could you please confirm?

Answer 3: We can confirm that we would  expect to receive and solely own rights in the products of the Services (i.e. the deliverables)

Question 4: The usual position is that clients will keep their own copies of any data sent to us. Please could you let us know if you do not intend to do this?

Answer 4: We will keep copies of data

Question 5: Please note, including for the purposes of the confidentiality clauses, that some of our staff working on this matter are employed not by the engaging entity, but by a services company in our corporate group (with a common ultimate parent). Also, as our group contains UK limited liability partnerships (LLPs), others are LLP members (commonly known in professional services firms as ‘partners’), rather than employees.

Answer 5: Noted. However, we would draw your attention to Section 29 of Enclosure 7 of the ITT

Question 6: Please could you provide us with a copy of any relevant rules and policies required by clause 3.6, or confirm there are none?

### Answer 6: Please refer to <https://www.cornwall.gov.uk/business-trading-and-licences/commercial-services/how-procurement-works-and-procurement-rules/>

### However, once the Consultancy agreement has been signed then this would take precedence.

Question 7: Is there any reason why the signing of the contract cannot serve as the confirmation required of compliance by 3.10(g), rather than a separate document (in practice, being signed by the same person) being provided a week later?

Answer 7: We would be content for this contract to waiver this requirement

Question 8: Our insurance policies are strictly confidential and we never disclose them externally. Would a broker’s certificate be acceptable instead of the policies themselves in clause 11.3?

Answer 8: This is acceptable providing the broker can confirm the premiums have been paid

Question 9: It is not market standard for client interests to be noted as per clause 11.4, and our existing firm wide insurance does not allow for it. Consequently we cannot comply with that clause. Again, this should not prejudice you in practice so is hopefully acceptable.

Answer 9: Noted. We would require a written undertaking agreeing to

*If the relevant insurer does not so indemnify the Council, the Consultant shall use all insurance monies received by it to indemnify the Council in respect of any claim and shall make good any deficiency from its own resources.*

Question 10: On clause 13, as a professional services firm we need to be clear that we can provide any changed services requested. Any changes must be agreed between the parties rather than unilaterally imposed.

Answer 10: This is acceptable