**Questions and Answers for the Invitation to Tender for Business Basics interim report 21/22 and final evaluation report 22/23 - TRN5026.04.2021**

1. should our response and associated documents be emailed to you or uploaded to Delta? If we are to upload these to Delta, would it be possible to provide us with the relevant access code?

All tender documents should be emailed to Clair.Bowman@beis.gov.uk, we are not using Delta for this tender.

The details have been update <https://www.contractsfinder.service.gov.uk/Notice/7c7f8063-e342-4ba0-a8c6-08324785ec29>,

1. Are there any formatting requirements for the response? (e.g. font size or margins).

We are not requesting any specific formatting requirements but would expect a readable font size e.g. no less than font size 10

1. Can I check if there is a deadline date and time for clarifications on the above.

The deadline is 12 May 2022

1. Our liability and responsibility is to our client(s) under the contract, and not to other third parties who may read our reports and deliverables. As a result our reports and deliverables will have a disclaimer that will make this clear. Could you please confirm that the client shall ensure that any other party to whom it discloses (directly or via an agent) any output of the services is aware of this? (In practice this will mean not distributing our work, or extracts from it, without that disclaimer included.)

 We are content for any outputs including any final outputs to carry a disclaimer

1. Clause 27: 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 ownership rights in the products of the Services (i.e. the deliverables). Could you please confirm?

We would expect any workings that contribute to the final deliverables, most notably anything in relation to methodology approaches, plus records of meeting outcomes, to be provided but we would not expect this to involve individual emails etc. We will work with the contractor to do what is reasonable.

1. Clause 15 (6): As a professional services firm, we operate in a regulated sector and need to comply with our legal and professional obligations. Please could the client note the following, and let us know if any of this is unacceptable for this tender:
2. It is an ICAEW requirement that we keep records of our work. This means that we must retain information about the project after the contract terminates. We will hold that information confidential in accordance with the contract and our professional duties.

(B) We have professional obligations of confidentiality towards our other clients as well as to the client on this matter.

(C) If the client assigns the contract, we will first need to perform KYC/AML/conflict checks on incoming client parties.

(D) We may come under a legal obligation to provide confidential information to regulators or other authorities.

The usual position with this type of matter 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?

The contractor must agree to adhere to the GDPR requirements set out in the tender documents this includes, any data transferred to the “data processor” in this case the contractor from the data controller is to be removed from systems at the end of the contract. Though any deliverables and associated records of methodologies can be retained by the contactor.

1. Clause 29: We act as a matter of law (we do not have any choice on this) as a data controller (independently, not joint) in providing these services. In brief, this (following ICO guidance – please see for example paras 25 to 27 of  [https://ico.org.uk/media/for-organisations/documents/1546/data-controllers-and-data-processors-dp-guidance.pdf](https://eur02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fico.org.uk%2Fmedia%2Ffor-organisations%2Fdocuments%2F1546%2Fdata-controllers-and-data-processors-dp-guidance.pdf&data=04%7C01%7Cclair.bowman%40beis.gov.uk%7C3bcda220dafd4ac9579408d9154a73a3%7Ccbac700502c143ebb497e6492d1b2dd8%7C0%7C1%7C637564231777948860%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0&sdata=F24gnItw76RaIv8i9t9JVGkXgUXf%2BvaQXaChVsF6zGw%3D&reserved=0) ) is because we will exercise our specialist, professional expertise and therefore will determine the purpose for and means by which the personal data provided to us is processed. Given the context of this matter, please could the client reconsider the proposal that the supplier is a processor.

Unfortunately, we are not in a position to alter the data controller position, this is due to privacy notices that have already been issued by projects stating that BEIS acts as the data controller

1. Clause 18 (7): for a contract of this size value wise, it is disproportionate - and problematic from an insurance angle -  to have a liability cap of £4m with unlimited liability for intellectual property and data protection matters. Please can the client reconsider this – we think that an overall cap of £2m without uncapped areas for IPR and data protection would be proportionate for the context of this matter

The liability cap has been reduced from £4m to £1M for this procurement only as we deem the risk as low enough to allow for this reduction. Therefore your bid should reflect this revision.

1. is there scope to negotiate on the terms and conditions? For example, we have organisational constraints on accepting wide or uncapped indemnities and liabilities. Is there potential to negotiate a cap on the indemnity, and to reduce the liability cap to twice the contract value (rather than £4m)?

Please see the response to Q8.

1. ITT clause 9.1: please could BEIS let us know if it will be populating that table with values for the insurance levels: or whether that is for suppliers to populate with their insurance details?

The listed insurances as stated in Table 9.1 will be at following levels for this procurement:

* Employer’s (Compulsory) Liability Insurance = £5m, as stated further within the table;
* Public Liability Insurance = £1m;
* Professional Indemnity Insurance = £1m;
* Product Liability Insurance = £1m.
1. The ITT (p13, 4 (bullet 1) makes reference to individual evaluation reports. Can you please clarify (a) if all 32 projects have separately developed evaluations in place / in progress and (b) if you can share any additional information in terms of what type and depth of data these evaluations will be covering?

There will be 6 evaluation reports that will be outstanding from the total 32 funded under Business Basics. This work would mainly involve reviewing the 6 draft evaluation reports e.g. comparing them against the original proposals and the trial protocols and making recommendations to the funded projects and BEIS on how the quality of reporting can be improved. This work is likely to take place from March 22 onwards.

1. Can you clarify whether the 8 page limit for the overall technical submission includes or excludes diagrams?

We are happy that any diagrams are excluded from the 8 page limit but any detailed explanation in relation to diagrams must sit within the 8 page limit. The 8 pages excludes declarations, CVs, pricing schedule.