

NORTH EAST REGION, LEEDS OFFICE

**Invitation to Tender to deliver
publicly funded Immigration legal
services**

April 2009

Reference: LEEDS – IMM/001

Background

1 The Legal Services Commission (“LSC”)

The LSC is responsible for the provision of civil legal aid in England and Wales. Through the provision of information, advice and legal representation, the LSC helps around two million people each year to get access to justice. Following the publication of our strategy for the Community Legal Service (a network of legal and advice funders and providers across government and the private and voluntary sectors) “Making Legal Rights a Reality” in 2006 a renewed focus on access has seen the numbers of people helped through early civil legally aided advice rise by more than a third in two years. To ensure that this number continues to increase, the LSC periodically invites tenders from organisations wishing to deliver publicly funded civil legal advice services.

2 Information about the Services for which we are inviting tenders.

(a) What Services are we inviting tenders for?

This is an open tendering exercise for organisations to Tender to deliver face to face services in the Immigration Category of Law at a basic advice level (“Controlled Work”) in Yorkshire & Humberside.

Please note that tenders will only be accepted via the LSC’s eTendering system. Faxed or postal applications will not be accepted and we will not consider any applications submitted to us by these methods (see Section 3(b)).

The work will be carried out under our main contract with civil legal aid providers – the Unified Contract (Civil).

The UK Border Agency (“UKBA”) continues to disperse asylum seekers into Yorkshire & Humberside. Our analysis indicates that there is likely to be a significant shortfall between the need for Asylum advice and the current capacity of the LSC’s providers in the region to provide that advice under their current contracts for the period ending 31 March 2010.

In addition to increasing the provision of Asylum advice generally within Yorkshire & Humberside, we are seeking to increase early access to advice to clients dispersed to the three local Induction Centres.

The Refugee Council estimate that up to 35% of clients dispersed to the Region are now failing to access legal advice prior to their substantive interview, which is consistent with information provided by UKBA.

Successful applicants will, therefore, be expected to play an active part in the delivery of services to clients dispersed to the region through participation in the National Asylum Model (“NAM”) rota schemes.

The LSC would like to improve timely access to local advice and can only do so by increasing capacity within the region. We are therefore seeking to procure services from new or existing providers who are based within Yorkshire & Humberside and willing to deliver Immigration advice in the dispersal areas of South and West Yorkshire.

Applications will be accepted from any qualifying organisation that will have an Office in Yorkshire & Humberside. A total of 1700 Asylum and 600 Immigration Non-Asylum Matter Starts are available under this tender.

This Invitation to Tender is designed to primarily increase the level of Asylum advice available to clients. However, applicants will be required to confirm that they are able and willing to deliver services across the full range of Immigration work as defined in this ITT and a limited number of non asylum NMS have also been made available for the delivery of these services.

Provided they have an authorised litigator successful Applicants will also be authorised to provide representation (known as “Licensed Work”) to clients in all Categories of Law except Family, Clinical Negligence, Personal Injury and Mental Health. Applicants will not be authorised to provide Licensed Work in any case which overlaps with Family, Clinical Negligence, Personal Injury Mental Health and another Category of Law (unless the overlap is with Immigration) or in cases which fall into both the Public Law Category of Law and the Crime Category or in any case concerning civil proceedings under the Proceeds of Crime Act 2002.

Providers will need to deliver the service from their own permanent Office within Yorkshire & Humberside and be able to provide the full range of services in the Immigration Category of Law.

(b) What are “Matter Starts” and how will we award them?

Matter Starts are denoted by the opening of an individual Controlled Work matter for an advice service to be given to eligible clients. Successful Applicants will be awarded a maximum number of Matter Starts in Immigration Asylum and Immigration Non-Asylum.

Applicants are asked to set out in their Tender Form the minimum and maximum number of Matter Starts they are tendering for. Organisations can only offer to

undertake Matter Starts up to the maximum number of 1700 in Immigration Asylum and 600 in Immigration Non-Asylum to be used before 31 March 2010.

If you tender for a large number of Matter Starts your organisation must ensure it will have the capacity to deliver the number of Matter Starts in a Contract Year.

Where your application is successful we will endeavor to award you Matter Starts between the minimum and maximum numbers you state in your Tender Form. However, where we have a number of organisations meeting the Essential Criteria whose combined total number of Matter Starts exceeds the numbers available in either or both sub-categories, as detailed above, we will offer Matter Starts to all those organisations but reduce the number we offer to each successful organisation so that they all receive the same number (up to any maximums they have stated).

As a result of this process we may offer you a number of Matter Starts below the minimum level set out in your Tender Form. You may choose to accept or reject this offer.

If there are any unallocated Matter Starts remaining at the end of the above process we reserve the right to reallocate these to successful applicants.

(c) Who are we looking to contract with?

This invitation is open to all existing legal aid providers, (firms of solicitors, other commercial organisations and Not for Profit advice agencies) and to any new provider that wishes to conduct legally aided immigration work from their permanent Office within Yorkshire & Humberside.

Successful Applicants must be able to demonstrate that they meet the Essential Criteria in the Tender Form.

(d) Contract for the Service

New providers will be awarded a Unified Contract (Civil) which will terminate on 31 March 2010 (subject to our right to extend).

The Unified Contract (Civil) ("Contract") sets out the provisions which will govern the relationship with any provider. All the Contract documentation is available on our website and we would strongly recommend you familiarise yourself with the terms of the Contract prior to tendering for the Service.

Existing providers will be issued with a new or amended Office Schedule to cover this work as appropriate.

(e) Legal Status of Applicants

We will only contract with a single legal entity for the purposes of providing these face-to-face advice services.

Therefore, should you wish to join up with others it will be necessary to form a new single legal entity to provide the advice services required. This will mean that the single entity will be responsible for ensuring the performance of the provider's obligations under the Contract and that Client's retainer will always be with the single entity.

Where you wish to join together, we will not require you to do this before putting in your Tender. However, you would need to confirm to us in writing at the time you Tender that this is the case, and confirm that should you be offered a Contract the single legal entity will be in place before the date on which the services commence. The award of a Contract will be conditional upon the single legal entity being in place.

We will also not accept any subcontracting arrangements (e.g. where you will pay another individual (from outside your organisation) or organisation to deliver part of the service). Instead your organisation must be able to provide all the services you are tendering for, without the need to refer any of these matters or levels of work to other individuals or organisations (although the Contract does permit the use of agent and Approved Representatives in certain circumstances).

(f) Payment

Successful applicants will receive Matter Starts entitling them to give legal advice in Immigration Asylum and Immigration Non-Asylum. The work will be performed subject to the terms and conditions set out in the Contract. Depending on the type of work you will be remunerated through:

Graduated Fees; or
Hourly rates

The Contract Specification and in particular the Payment Annex 2008 set out the particular rate of payment for each work type. The Contract Specification and can be viewed on our website as follows: www.legalservices.gov.uk>Community Legal Service (CLS)>Civil Contracts>The Unified Contract (Civil)

(g) Application for the Specialist Quality Mark

It is an Essential Criterion that you hold our quality mark, the SQM. If you are a new provider, or an existing provider applying for a new Category of Law or to deliver services from a new Office, you will need to submit those forms required for you to achieve the SQM qualification. You will need to submit one set of the

following SQM documents electronically using the eTendering system for each office from which you intend to deliver services:

- QM1;
- Supervisor Declaration Form
- Status Enquiry Form (SIF 1,OSS1,2,3)

It is also a requirement that an applicant who does not currently hold the Unified Contract (Civil) provide the following documents as part of the SQM application process:

- Copy of your Office Manual.
- SQM Self Assessment Checklist (“SAC”)

As these are lengthy documents you will not be required to submit the Office Manual and SAC electronically. Following the tender closing date we will contact new applicants to require submission of paper versions of these documents. These documents must be submitted by any deadline set by the LSC and failure to meet this deadline will lead to the rejection of the tender. Applicants are therefore advised to prepare the Office Manual and SAC in advance of the tender closing date so they are available for immediate submission.

The documents can be downloaded from the LSC website at the following address: http://www.legalservices.gov.uk/civil/forms/specialist_quality_mark.asp

N.B: It will be a condition of any award of contract, that, where it has not already done so, the organisation must pass the desktop stage of the SQM in Immigration in each Office where the service is to be delivered, prior to the service commencing.

If you are successful in being awarded a contract, between the award and the start of the Service, we will then conduct an internal, paper-based audit of the documents (known as a ‘Desktop Audit’) and your Office Manual to determine whether to award the SQM. We reserve the right to conduct further enquiries as to suitability, or to audit new providers within the duration of the Contract, where appropriate.

(h) Service must be up and running within 12 weeks of award of a contract.

It is an Essential Criterion that the applicant must commence delivering the service within 12 weeks from the date the award of contract is made.

In order to be in a position to commence the service you must have passed the “Desktop Audit” stage of the SQM application process.

This will be a fundamental condition of any award of contract. If you fail to begin delivering the service within the 12 weeks the condition will not have been met and the Contract will end.

(i) Contracting with current providers for this work

Organisations usually hold only one Unified Contract (Civil) for civil work with the LSC. Consequently, if your Tender is successful, and your organisation already holds a Unified Contract (Civil), your Contract will be amended to include the additional work awarded under this Tender Process. This will be achieved by way of a change to your current Office Schedule or by the award of an additional Office Schedule.

If you are an existing provider you are tendering to deliver **additional** New Matter Starts, over and above any allocation you will have been awarded under existing contract arrangements for the Contract Year ending 31 March 2010.

(j) Contracting with new providers for this work

To meet the Essential Criteria, if you do not currently hold a Unified Contract (Civil) you must enclose, with your Tender Form, the required supporting documentation as set out in section 1(g) of this ITT.

(k) Category Supervisors

It is not a requirement that your nominated SQM category supervisor must be employed by your organisation and in place at the time that you submit your tender. You must, however, identify in your application who your supervisor will be and provide a completed SQM Supervisor Declaration. It is a requirement that the current version of the form is submitted which can be found at: http://www.legalservices.gov.uk/docs/quality_mark/Supervision_Forms.pdf It is also a requirement that the nominated supervisor must be employed by your organisation and in place at the time the service commences.

Applications involving external supervision arrangements will not be accepted.

(l) No guarantee of work

The award of a Contract does not guarantee that you will get the opportunity to use a minimum number of Matter Starts or undertake Licensed Work. While providers contract with the LSC for payment for civil work, the LSC does not control the allocation of cases or work. Work is obtained by providers under open market conditions, where clients are free to choose a legal representative of their choice to advise or represent them. Providers that are awarded a Unified Contract (Civil) pursuant to this Tender will be authorised to undertake a maximum number of Matter Starts in the period to 31 March 2010 in Immigration

Asylum and Immigration Non-Asylum, subject to any bespoke contracting conditions set out in the Office Schedule to the Contract.

3 The Tender Process

(a) Key date

We must receive your electronic tender by 12 noon on Friday 5th June 2009.

We will consider your application if it arrives before the deadline, however, if it arrives after the deadline or does not arrive at all, any delivery failure will not constitute exceptional circumstances under the Conditions of Tender at 4.1 below.

(b) eTendering

Tender applications will only be accepted via the LSC's eTendering system. Faxed or postal applications will not be accepted and we will not consider any applications submitted to us by these methods. A specimen Tender Form is posted on our website with the ITT for information purposes only i.e. to provide potential applicants with details of the tender criteria. This, however, does not constitute the final electronic Tender Form and you may not simply complete and submit this as we will only accept applications through the eTendering system.

The eTendering process will consist of:

- (a) registering for the eTendering system**
- (b) downloading and completing an electronic copy of the Tender Form, and**
- (c) uploading the completed Tender Form plus associated documents to the eTendering system.**

Full instruction on how to access the eTendering system will be posted on the LSC website and we are offering training on the eTendering system, as per the timetable below:

24 April 2009	ITT Published
12-noon 30 April 2009	Organisations wishing to attend training seminars must register for attendance by email to leeds@legalservices.gov.uk
5 & 6 May 2009	Training events on eTendering held at Leeds

8 May 2009 Publication of Tender Form
Registration for eTendering opens (via LSC website)
Full eTendering instructions published on the LSC
website.

12-noon 5 June 2009 Closing date for receipt of completed Tender Form.

Please note you will not be able to access the e-tendering system and access the final Tender Form prior to 6 May 2009.

We understand that many potential applicants will have little or no experience in submitting electronic tenders and are, therefore, we will be offering training at the Leeds Regional Office on 5 and 6 May 2009 to cover the basics of the eTendering system that will be used in this case.

For the avoidance of doubt; attendance at this event is not mandatory and is not necessary for the completion and submission of an application. Full instructions on how to use the eTendering system will be on the website on 6 May.

Applicants who do not attend this event will not be penalised by this.

Set out below are some key points regarding the eTendering process. Please also see the Conditions of Tender and the eTendering instructions which will be posted on the LSC website as detailed above.

Questions regarding the technical requirements of the eTendering process must be directed to ian.gregory@legalservices.gov.uk.

Please note that it is the responsibility of applicants to ensure they have sufficient time to submit their application and are therefore advised to submit any questions well in advance of the Tender Closing Date. The LSC does not guarantee that questions will be answered prior to the Tender Closing date where they are not submitted within a reasonable time before the Tender Closing Date.

Submissions

The speed of the eTendering system depends primarily upon a user's Internet connection, i.e. the faster the connection, the quicker the response times from the server will be.

Applicants are responsible for making sure that they leave sufficient time for their application documents to fully transmit and load onto the system before the deadline passes.

To ensure that technical difficulties do not prevent applications being submitted, applicants are advised to load documents and complete applications well before the deadline.

Technical Issues:

Applicants are able to remove and reload their deposited electronic tender applications, up until the tender closing date. Once the Tender closing date has passed, applicants will be unable to delete or revise their uploaded documents on the system.

Documents to be uploaded to the e-Tendering Portal must only be in the following formats: Microsoft Word, Microsoft Excel or PDF.

After the Tender Closing Date

The system will notify applicants if they have submitted a late tender, that is one which is uploaded after the deadline specified in the Invitation to Tender.

The successful applicant(s) will be required to execute a formal written contract incorporating hard copies of all the contract documentation following the award of the contract.

User Obligations and Recommendations

Immediately prior to uploading Tender application documents to the Bravo e-Tendering Portal, Tenderers are required to check the electronic files forming their Tender for viruses using fully current virus checking software and to remove all viruses from any such files. Although Bravo Solution UK takes every precaution to ensure that viruses cannot be passed through the Bravo system (including frequently updated virus checking software that scans all files uploaded to the system), there is still a risk that viruses can be passed through the system.

(c) Preparation of Tender

Applicants are required to complete and provide all information required by the LSC in accordance with the Conditions of Tender and this Invitation to Tender document ("ITT"). Failure to comply with the Conditions and this ITT may lead the LSC to reject a Tender response.

The LSC relies on applicants' own analysis and review of information provided. Consequently, applicants are solely responsible for obtaining the information which they consider should be submitted in order for the LSC to make decisions regarding the content of their Tenders and to undertake any investigations considered necessary in order to verify any information provided to it during the procurement process.

(d) What documents do you need to prepare your Tender?

Applicants should read this ITT and all relevant documentation carefully before completing the Tender Form. Failure to comply with these requirements for completion and submission of the Tender may result in the rejection of the Tender. Applicants are advised therefore to acquaint themselves fully with the extent and nature of the services being procured by the LSC and the associated contractual obligations.

If any of the application documents are missing or incomplete the Tender may be rejected prior to assessment.

Applications must be submitted using the LSC's e-tendering system as set out in Section 3(b)

The extent to which you meet the criteria will be assessed on the basis of the responses you give to the questions set out in the Tender Form.

Please read the criteria carefully and ensure that you address all the points listed in your answers on the Tender Form.

(e) Tender Form/Essential Criteria

To apply, organisations need to complete Tender Form including the Information, Checklist and Declaration using the LSC's eTendering system.

We will rely on the information that you provide on this Tender Form in evaluating the criteria, and it is essential that you complete the Tender Form fully and accurately so that you do not misrepresent your position. We may clarify the information you supply with you, although you should not assume we will do so.

The Tender Forms contain a list of Essential Criteria. Any bid that fails to meet any of these essential requirements will not be considered further. An applicant that meets all of the Essential Criteria will be offered a Contract. We will not be selecting between bidders that meet all the Essential Criteria.

Please refer to 2 (b) above "What are Matter Starts and how will we award them?"

(f) Questions about this Tender Process

If you have questions about this tender you are welcome to ask them from Monday 27th April up until 4pm on 29 May 2009. To contact us please use the online secure messaging tool within the eTendering portal. Questions that we consider to be of wider interest will be collated centrally in writing, to ensure that all organisations and interested parties have equal access to information in the answers. These will be published on a weekly basis on our website in a Q&A document and also via the eTendering portal.

(g) Appeals

Where a Tender received by us, is unsuccessful or rejected, applicants will be given written reasons as to why it was unsuccessful or rejected. There will be a right of appeal against a decision by us not to award you a Unified Contract (Civil) or to reject your application if it is incomplete.

The right of appeal applies only in the following circumstances: -

(a) where an application is rejected because it has not been received by the deadline and the failure was the result of “exceptional circumstances” provided for in the Conditions of Tender; and

(b) where the applicant does not meet all of the Essential Criteria.

Appeals should be sent for the attention of Julie Parkin within 7 days of receipt of the letter notifying you of the outcome of your application to the following address:

Contracts Manager
Legal Services Commission
Harcourt House
Chancellor Court
21 The Calls
Leeds
LS2 7EH

The Legal Director (or the Legal Director’s appointed representative) will review all appeals, and he or she will determine the procedure and will decide whether to invite or require any further information and will notify you accordingly, before making a determination on the appeal.

There will be no further right of appeal.

The Conditions of Tender are set out below and the closing date and time for Tenders to be received by us, is 12 noon on Friday 5th June.

4 Conditions of Tender

- 1 Tender Forms will be received until 12 noon on the closing date of Friday 5th June 2009. No Tender Forms will be accepted after this time unless there are exceptional circumstances as defined in condition 2 below. Outside these exceptional circumstances we will not consider any late

responses nor will we consider requests for extension of the time or date fixed for the submission of responses.

- 2 “Exceptional circumstances” means a cause which prevents the Applicant from meeting the stated time and date for submission of applications and which is directly attributable to an event or accident which:

(a) was beyond the actual contemplation of the organisation concerned;
(b) would ordinarily be beyond the contemplation of a reasonable organisation; and
(c) the impact of the event or accident on the delay was not attributable to any act or omission of the organisation.

For example, act of God, war or national emergency, acts of terrorism, fire, flood, or storm. For the avoidance of doubt failure of your e-mail, computer systems or delays in uploading documents caused by heavy use of the system will not constitute exceptional circumstances.

- 3 All applications shall be submitted by a duly authorised director, partner or designated member of the applicant.

- 4 We reserve the right to amend the Conditions of Tender, the Tender process/procedure and/or the criteria, at any time in writing before or after the application closing date, by giving general notice on our website.

It is the obligation of applicants to make sure that their Tender Form is fully and accurately completed and accompanied by the appropriate documents. We are under no obligation to contact you to clarify your Tender or to obtain missing information or documents. It may not be possible to consider a Tender if incomplete information is given at the time of Tender, or if any particulars and data asked for in the Tender Form are not provided in full.

We reserve the right to take into account any knowledge of an organisation that we may have, but organisations should not assume that any such information will be taken into account and should restate it on their Tender Form if they consider it relevant. For organisations that already hold a Unified Contract (Civil), we may corroborate the information given on your Tender Form with your local LSC office.

- 5 You are required to reply to all questions on the Tender Form, even if you have previously provided this information or if you think we are already aware of it (e.g. if you hold an existing Contract with us). This is to ensure that we can compare each application and applicant in a fair, like-for-like and reasonable manner.

- 6 We may request organisations give additional information/clarification at any time during the Tender process. You should be prepared to discuss any aspect of your response with us.
- 7 In the event that questions and answers are posted on our website or elsewhere during the Tender process (or before) they will not form part of the Contract. Information on errors and omissions may also be posted on the website during the Tender process. Where due notice is given, such information may form part of the Contract.
- 8 After evaluation is complete, we will retain copies of all responses for such time as we consider reasonable to satisfy our audit obligations and for other purposes in accordance with condition 4.19 below.
- 9 We reserve the right to cancel this invitation in its entirety, at any time at our absolute discretion.
- 10 If you are successful your application and any documents submitted as part of the application may form part of your Unified Contract (Civil).
- 11 Tender Forms are submitted on the conditions stated here (as may be amended). Tender Forms submitted subject to additional or alternative conditions may be rejected on the grounds of such conditions alone.
- 12 By submitting a Tender Form, you are agreeing to be bound by the terms and conditions in the Unified Contract (Civil) if you are awarded one.
- 13 The right of appeal for unsuccessful candidates is limited to that set out at 3 (g) above
- 14 Applicants are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the LSC, or any of their advisers, be liable for any costs.
- 15 All intellectual property rights in this document, associated documents, Tender Forms, and Contract Documents are and shall remain our property.
- 16 While we have taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this document are true and accurate in all material respects, we do not make any representation or warranty as to the accuracy or completeness or otherwise of this document, or the reasonableness of any assumptions on which this document may be based. All information supplied by us to organisations,

- including that within this document, is subject to organisations' own due diligence. We accept no liability to organisations whatsoever resulting from the use of this document, or any omissions from or deficiencies in this document.
- 17 The award of a Unified Contract (Civil) does not guarantee a minimum amount of Controlled Work. There is no guarantee that Providers will receive the number of Matter Starts for which they have applied in their Tender Form. While Providers contract with the LSC for payment for civil work, the LSC does not control the allocation of cases or work. Providers that are awarded a Unified Contract (Civil) will be authorised to undertake a maximum number of Matter Starts in Immigration Asylum and Immigration Non-Asylum and subject to any bespoke contracting conditions set out in the Contract's Office Schedule. Beyond this, work is obtained under open market conditions, where clients are free to choose a legal representative of their choice to advise or represent them.
 - 18 It is your responsibility to obtain at your own expense all additional information necessary for the preparation of your response to the application documents. No claims of insufficient knowledge will be entertained.
 - 19 We may use the information included in your response for any reasonable purpose connected with this application exercise.
 - 20 Any organisation who directly or indirectly canvasses any employee of the LSC concerning the award of the Contract(s) will be disqualified.
 - 21 All organisations are recommended to seek their own financial and legal advice.

eTendering Conditions

- 22 If applicants decide not to submit a tender, they must destroy any and all tender documents downloaded and/or copied from the Bravo system.
- 23 Documents to be uploaded to the e-Tendering portal must only be in the following formats: Microsoft Word, Microsoft Excel or PDF.
- 24 Unless permitted otherwise all documents must be uploaded to the Bravo e-Tendering portal and must not be sent to the LSC in the post or via other means. If applicants fail to comply with this requirement, the LSC may regard their Tender as invalid.
- 25 Applicants must ensure that all uploaded documents are final and correct as electronically lodged tenders are deemed for all purposes to be the true

- and legal version, duly authorised and duly executed by applicant and intended to have binding legal effect.
- 26 The LSC shall not be liable or responsible for the loss, damage, destruction, corruption or illegibility of or viruses in any electronic tender submission however caused.
 - 27 Faults made by applicants in the submission of electronic tenders are not the responsibility of the LSC and no extension of time will be allowed.
 - 28 If the eTendering system is affected by a large number of users accessing the system just before the tender closes which results in the lodgement of tenders by applicants being adversely affected, the LSC shall not be liable for, nor accept any responsibility for, such fault in the system, nor shall any extensions of time to submit applications be permitted.
 - 29 The LSC accepts no responsibility for the capability of applicant's email systems, including the system's storage capacity and applicant's failure to check their email system for correspondence received from the LSC or the Electronic Tender Facility in respect of the electronic tender.
 - 30 Applicants are responsible for ensuring that the staff member and the email address they assign to be the user of the Electronic Tender Facility is available, and is accessible in the case of the email address, for the full period of the electronic tender process.
 - 31 The LSC accepts no responsibility for applicants misunderstanding instructions or using the system incorrectly.
 - 32 Faults with the applicant's systems or servers are not the responsibility of the LSC and no extension to the closing time will be made. The server clock displayed within the e-tendering system shall govern the time.

Confidentiality and Freedom of Information Act 2000

- 33 Applicants should note that under the Freedom of Information Act 2000 ("the FOIA"), we may be required to disclose details of your application to third parties, either during or after the application process. We can only withhold information where it is covered by a valid exemption as set out in the FOIA.

If you are concerned about possible disclosure you should clearly identify the specific parts of your application and supporting documentation that you consider commercially sensitive or confidential (within the meaning of

the FOIA), the harm that disclosure may cause and an estimated timescale of that sensitivity.

You should be aware, however, that the receipt by us of information marked 'confidential' does not mean that we accept any duty of confidence in relation to that marking. Neither do we guarantee that information identified by you will not be disclosed, where the public interest favours disclosure.

It is important to note that the sensitivity of information is likely to change over time and therefore it is likely that general contract details will be disclosed once the selection process is complete. The rules of the Tender process (including application rules) contained in this document are not legally binding and no contract is formed between applicants and the LSC. However, this document, the Tender Form and documents submitted as part of the Tender, will form part of the Contract for the successful organisations (s).

Definitions

34 When used in this document, the following expressions shall have the meanings set out below.

“Act” means the Access to Justice Act 1999;

“Category of Law” or “Category” or “Category of Work” means a category of law defined in the Funding Code (and which may be described in the Funding Code as an “SQM Category”) and any reference to any Category of Law by name alone e.g. “Immigration” implies the words “Category of Law” immediately following it;

“Community Legal Service” (or “CLS”) has the meaning given in Section 4 of the Act;

“Contract” means the Unified Contract (Civil) which consists of all the Contract Documents;

“Contract Documents” means the Unified Contract (Civil) Contract for Signature, Standard Terms, Specification and each Office Schedule;

“Controlled Work” has the meaning defined in the Funding Code;

“e-Tendering” means the web based procurement service system as described within this ITT;

“Funding Code” means the code published under section 8 of the Act, including its criteria, procedures and guidance;

“Legal Help” has the meaning set out in the Funding Code;

“Licensed Work” means all Civil Contract Work except that which is Controlled Work;

“LSC” means the Legal Services Commission;

“Matter Start” means the start of a Controlled Work matter;

“Office” means your organisation’s permanent premises, where clients would access services from 9am to 5pm Monday to Friday excluding public holidays, and where the majority of your services are delivered, on a face to face basis.

“Office Schedule” means an office schedule issued under the Unified Contract (Civil) specifying the nature of work to be carried out by a Provider and the location from which such work may be provided;

“Outreach” means a location (which may not necessarily be your Office) where services are accessed, on a face to face basis, by the client, under a Regular Arrangement;

“Procurement Area” means the geographical area in England and Wales designated as procurement area by the LSC.

“Regular Arrangement” means at least once a week. In the case of shared premises, this must be with the formal agreement of the third party who has the right to occupy and deliver services from the premises;

“Service” means the service to which the invitation to tenders relates, to deliver civil legal aid advice under the Unified Contract (Civil);

“Specialist Quality Mark” or “SQM” means the quality assurance standard published by us from time to time, which all Providers must meet to hold a contract with the LSC;

“Standard Terms” means the Unified Contract (Civil) Standard Terms

“Tender” means an offer by an organisation to deliver the work contained in an Invitation to Tender;

“Tender Process” means the process contained in this Invitation to Tender setting out how you must submit your Tender;

“Tender Form” means the designated form at Appendix three of this invitation to Tender consisting of the Information, Checklist and Declaration and the Tender Forms on which applicants must tender for work;

“Unified Contract (Civil)” means the contract for civil legal aid Providers first issued in April 2007.

Appendix One: Background information about civil contracting

A. Funding Code

The Funding Code is the set of rules used to decide which individual cases are to be funded by the LSC as part of the Community Legal Service.

The Funding Code Criteria define what services the LSC will fund, ranging from basic legal advice to representation in court proceedings. Different criteria are set for different types of case according to the Lord Chancellor's priorities. The Funding Code Procedures set out how the LSC takes decisions about the funding of services as part of the Community Legal Service. For further information see http://www.legalservices.gov.uk/civil/how/funding_code.asp

B. Levels of Funding Available

All civil contract work is either:

- 1 • Controlled Work; or
- 2 • Licensed Work

Controlled Work consists of work classified as advice and assistance to clients. In most categories Controlled Work does not authorise clients to be represented by their legal adviser however, some representation at tribunals is allowed in the Mental Health and Immigration categories.

In Non-Family cases there are 3 Levels of Service for Controlled Work:

- 1 • Legal Help
- 2 • Help at Court
- 3 • Controlled Legal Representation (or "CLR") which is Legal Representation:
 - 0 o Before a Mental Health Review Tribunal;
 - 1 o Before the Asylum and Immigration Tribunal;
 - 2 o Before the High Court in relation to applications under section 103A of the Nationality, Immigration and Asylum Act 2002; or
 - 3 o Provided by a Community Legal Advice Centre or Network and authorised under a separate contract to be funded as Controlled Work.

In Family cases Controlled Work covers:

- 1 • Legal Help
- 2 • Family Help (Lower)
- 3 • Legal Representation provided by a Community Legal Advice Centre or Network and authorised under a separate contract to be funded as Controlled Work

Licensed Work covers all Legal Representation other than CLR or services funded by Individual Case Contracts. In Non Family cases Legal Representation can take the form of either Investigative Help or Full Representation. In Immigration cases, Licensed Work includes representation of a client in an application for judicial review or an appeal to the Court of Appeal or House of Lords etc.

The Unified Contract operates as a license for providers to undertake Licensed Work, normally subject to us approving your client's application and subject to any limits we may place on the volume of Licensed Work cases you may start. For Licensed Work most decisions to allow you to take on a case and provide publicly funded services are taken by us through our Wales and Regional Offices, but you may also be devolved important powers such as the power to grant funding yourself in urgent cases.

C. Civil Contracting

The following outline of the civil contracting scheme is intended as a general introduction for new applicants and describes the current scheme and the LSC main Unified Contract (Civil), which underpins the scheme.

The Commission contracts with organisations (referred to as 'Providers') to provide services within the terms of the Unified Contract (Civil), which defines the legal aid, work that a provider may undertake for clients.

For Controlled Work the decisions to provide services are generally taken by the Provider on the LSC's behalf, however this is subject to any controls regarding the number of cases a Provider may be authorised to start through the allocation in the Unified Contract (Civil) Office Schedule. Providers generally have the LSC's authority to commence Legal Help and Help at Court Matter Starts without further permission, provided they have sufficient Matter Starts available.

D. The Unified Contract (Civil)

The Unified Contract (Civil) sets out our standard terms, bespoke office schedules (which set out the services which a provider may deliver), the Specification and relevant Quality Mark information. All providers must achieve the Specialist Quality Mark standard in order to contract with the LSC, and therefore any successful Tenderer who currently does not hold a Unified Contract (Civil) will be awarded a contract on the condition that these standards are met within a prescribed period.

Structure of the Unified Contract (Civil)

A full copy of the Unified Contract (Civil) can be downloaded from our website at www.legalservices.gov.uk>CLS>TheUnifiedContract Or you can ask your regional office to provide a full copy of the Unified Contract (Civil)

Structure of the Contract	
Contract Document	Main areas
1. Contract for Signature	(a) the parties to the Contract (b) terms on liabilities of parties (c) overall payments
2. Office Schedule/S	We will issue you with Office Schedule/s from the date you commence the contract work. The Office Schedules will set out: (a) The Legal Services you must undertake during each Contract Year (or as pro-rated) and other conditions of the of the Contract (b) Payments and any Performance Standards for that year
3. Standard Terms	These are the LSC's Unified Contract Standard Terms, which cover our relationship with you and apply to all providers.
4. Annexes to the Standard Terms	There are 8 annexes to the Standard Terms which cover: Annex A: Liaison Annex Annex B: Media Annex Annex C: Equality and diversity Annex D: Client Service Annex E: Monitoring Annex Annex F: Approved Personnel and Supervisors Annex Annex G: Key Performance Indicators Annex Annex H: Fundamental Breach Annex
5. Contract Specification	This covers the way you should undertake Specialist/Controlled Work and Representation/Licensed Work for Clients and includes: <ul style="list-style-type: none"> ▪ General Rules (covering all Categories of Law); ▪ Category Specific Rules; ▪ Payment Annex 2007; and ▪ Payment Annex 2008.
6. This document	The requirements set out in this document are terms of this Contract.
7. Your Tender	It is a term of this Contract that you comply with your Tender submitted in response to this document including any Letters of Clarification.

E. Payment and reconciliation

The remuneration systems and payment rates for work under the Unified Contract (Civil) are set out in the Specification (Payment Annexes 2007 and 2008).

On a monthly basis, Providers compile and submit a claim to the LSC detailing the value of cases completed that month.

Under the Contract, Providers are paid a monthly amount for Controlled Work based on the average value of these monthly claims. This is called the Standard Monthly Payment (SMP).

Licensed Work is paid as Providers submit individual claims. The Contract provides for periodic review, or reconciliation, of the Standard Monthly Payment against a Provider's individual claiming profile, and the LSC Account Manager looking after the Provider may alter the SMP from time to time to ensure payments are kept roughly in line with claims.

Appendix Two - Specialist Quality Mark (SQM) Definition of the Immigration Category of Law

Immigration

1. Legal Help concerning immigration, nationality, asylum, deportation or terms of entry or stay in the United Kingdom.

2. Proceedings before the Asylum and Immigration Tribunal, and thereafter before the High Court, Court of Appeal or the House of Lords.

Appendix Three - Tender Form (see separate document entitled '*Leeds Office Tender Form March 2009*')
