

**INVITATION TO TENDER TO DELIVER PUBLICLY
FUNDED CHILD ABDUCTION SERVICES IN
ENGLAND AND WALES**

**INFORMATION
FOR
APPLICANTS**

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Section 1: Overview of this Information for Applicants (IFA)

What are we inviting tenders to deliver?

The Legal Services Commission (LSC) is inviting interested parties to submit tenders to carry out publicly funded Child Abduction Services for eligible clients in England and Wales from 14 October 2010.

What does this IFA cover?

This IFA contains the information, instructions, rules, conditions of contract award and Terms and Conditions of Tender that will govern the tender process for the Invitation to Tender (ITT) (see Section 8).

Who may submit tenders?

This is an open process and Applicant Organisations do not need to be current contract holders with the LSC to apply. Any Applicant Organisations interested in undertaking Child Abduction Services in England and Wales may apply.

What are Applicant Organisations tendering for?

Applicant Organisations are tendering for a license to represent clients in cases across England and Wales and a limited number of Controlled Work Matter Starts. (see Sections 7 and 8).

How do Applicant Organisations submit tenders?

There is one national ITT covering Child Abduction Services in England and Wales that will be published on our eTendering system for Applicant Organisations to submit tenders against. We will only accept tenders submitted through our eTendering system which can be accessed at www.legalservices.bravosolution.co.uk (see Section 9).

What does a completed tender consist of?

A completed tender consists of a response to the PQQ **and** a response to an ITT (see Section 9). Applicant Organisations will not be in competition with each other. All Applicant Organisations meeting our requirements will be awarded a Contract to undertake Child Abduction Services.

When can Applicant Organisations submit tenders from?

The ITTs for the Child Abduction Services outlined above open on **26 February 2010** and you may submit tenders from this date until the deadline below.

When is the deadline for submitting tenders?

The deadline for submitting tenders is **12 noon on 21 April 2010**. Tenders received after this deadline will not be considered (see Section 3 for full details of the timetable).

How will tenders be assessed?

Tenders will be assessed by the LSC in accordance with the process set out in Section 10.

What happens if a tender is successful?

If a tender is successful we will enter into a Contract with the Applicant Organisation to operate the applicable Child Abduction Services under the terms of the 2010 Standard Civil Contract (3 year contract to commence on 14 October 2010 and extendable at our option by up to a further 2 years). Visit our website www.legalservices.gov.uk (following the links Community Legal Service (CLS) > Civil

Contracts > 2010 Standard Civil Contract) to see the all the contract documentation and accompanying guidance on the terms.

Section 2: Services covered by this IFA

- 2.1. This IFA covers information on the ITT for the provision of Child Abduction Services to clients from Providers' Offices across England and Wales.
- 2.2. Successful Applicant Organisations will only be able to conduct cases related to Child Abduction Services.
- 2.3. If an Applicant Organisation wishes to undertake cases across a wider range of services in the Family Category of Law it will need to submit a separate tender in accordance with the relevant IFA referred to below.

Family and Social Welfare Law Services covered by other IFAs published on 26 February 2010

- 2.4. Two other IFAs were published on 26 February relating to the ITT to deliver:
 - a. Family Mediation Services; and
 - b. Family and SWL Services.
- 2.5. A third IFA relating to Specialist Services for Children will be published on 2 March 2010. (This third tender will be for those Applicant Organisations wishing to exclusively represent children.)
- 2.6. Applicant Organisations interested in applying to deliver these Family or Social Welfare Law services should see the relevant IFA for details on how to tender.

Section 3: About this IFA

Structure

3.1. This IFA is set out into 12 sections for your ease of reference:

- Section 1: Overview of this Information For Applicants (IFA)
- Section 2: Services covered by this IFA
- Section 3: About this IFA
- Section 4: Documents related to this IFA
- Section 5: About the Legal Services Commission and legal aid
- Section 6: Quality Standards for the delivery of services from October 2010
- Section 7: About Child Abduction Services from October 2010
- Section 8: About the volume and location of services we wish to procure
- Section 9: How to submit a tender
- Section 10: How will tenders be assessed and Matter Starts awarded?
- Section 11: Terms and Conditions of Tender
- Section 12: Definitions

3.2. In addition there is one supporting Annex:

Annex A: Essential Criteria

Conditions of Tender and Definitions

3.3. Section 11 contains the Terms and Conditions of Tender governing this tender process. Section 12 explains all the definitions of phrases capitalised throughout this IFA and the ITTs. Applicant Organisations should familiarise themselves with these terms.

Communications about this IFA, PQQ and ITT

3.4. Communications about this IFA, PQQ and ITT will be sent through the eTendering system and if applicable posted on our website. You must therefore ensure that any staff members dealing with the submission of your tenders continues to monitor any email addresses, which you have provided to us as part of the registering onto the eTendering system.

Asking questions

3.5. There will be two different channels through which to direct questions depending on the nature of your query. The two different question types are:

- Questions about the content of this IFA, PQQ or the ITT
- Questions about how to technically use the eTendering system

Questions about this IFA or the ITT

3.6. If you have any questions about this IFA, PQQ or the ITT you may submit them up until **2pm on 31 March 2010** (note this is referred to as the 'End date for clarification messages') on the eTendering system.

3.7. All questions must be submitted using the online secure messaging tool within the eTendering System (see Section 9 for more detail about eTendering).

3.8. Questions that we consider to be of wider interest will be collated and answered centrally in writing to ensure that all interested parties have equal access to information in the answers. These questions and answers will be published regularly on the civil tender pages of our website in a 'Child Abduction Services Frequently Asked Questions (FAQ)' document.

3.9. A final FAQ document will be published on **7 April 2010**.

Questions about how to use the eTendering system

3.10. We will offer a Helpdesk to provide technical support to Applicant Organisations using the eTendering System. However, the Helpdesk is **unable** to assist with problems with your own computer hardware or systems - for these types of issues you should contact your usual IT support.

3.11. Questions may be emailed to the following email address: lscsupport@bravosolution.co.uk. Alternatively, the telephone number for the Helpdesk is 0203 3496610 (charged at a local rate from any national destination).

3.12. Please note that we recommend that you start to complete your tender response early so that you identify any areas where you need help as soon possible, as the team is likely to be very busy in the days leading up to the tender deadline.

Timelines

3.13. A list of planned dates for key activities in this tender process are set out below.

Activity	Timescale
Invitation to tender for Child Abduction Services is opened and available via the LSC's eTender portal	26 February 2010
Final date to submit questions about this IFA and the ITT	2pm on 31 March 2010
Final 'Frequently Asked Questions' to be published	7 April 2010
Deadline for submission of tenders (response to PQQ and ITT)	12 noon on 21 April 2010
Applicant Organisations notified of outcome of tender process	21 May 2010
Deadline for submission of appeals from those Applicant Organisations unsuccessful following assessment of the PQQ and ITT	4 June 2010
Notification of decision on appeal	2 July 2010
2010 Standard Civil Contract including Schedule issued to successful Applicant Organisations	Aug – Sept 2010
Contract start date	14 October 2010

Section 4: Documents related to this IFA

Tender Documents - you **MUST** read these before submitting your tender

NAME	Description	Location
Information for Applicants (IFA)	This document sets out the information, instructions, rules, conditions of contract award and Terms and Conditions of Tender relating to the ITT	LSC Website pathway: www.legalservices.gov.uk (CLS>Tenders>Civil Contracts for 2010>Child Abduction)
Pre Qualification Questionnaire (PQQ)	Includes: (1) Series of questions (2) Applicant Organisation Information Form (Private Sector or Nfp); <u>and</u> <i>If applying for the SQM as part of the PQQ:</i> (3) QM1 Form (4) Request to provide Office Manual	PQQ pages on the eTendering portal: www.legalservices.bravosolution.co.uk
Invitation to Tender (ITT):	Includes: (1) Essential Criteria (2) Supervisor Self Declaration Form (3) Declarations	ITT pages on the eTendering portal: www.legalservices.bravosolution.co.uk

Supporting documents- contract documents, additional supporting guidance and information

Name	Description	Location
2010 Standard Civil Contract	All Contract documentation including: Contract for Signature Standard Terms Schedule Specification (including Payment Annex)	LSC website pathway www.legalservices.gov.uk (CLS > Civil Contracts > 2010 Standard Civil Contract)
Tender FAQ document	Questions and answers of wider interest to Applicant Organisations	LSC website pathway: (CLS > Tenders > Civil Contracts for 2010)

eTendering guidance*	<p>Guidance on how to use the eTendering system including:</p> <p>(1) eTendering online training or Powerpoint presentation</p> <p>(2) eTendering Quick Guides</p> <p>(3) eTendering Technical FAQ</p>	<p>“Technical Support and Guidance” section on the eTendering portal: www.legalservices.bravosolution.co.uk</p> <p>Please note, this link is only available on the front page of the portal so we advise that Applicant Organisations familiarise themselves with this documentation before registering or logging in</p>
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*In addition to the LSC eTendering guidance, our provider of the eTendering system, Bravo, has its own Supplier Helpdesk which can be accessed through clicking on the '?' options on the eTendering system. This Supplier Helpdesk contains Bravo Solution's own technical support which may assist you further in using the eTendering system.

Section 5: About the Legal Services Commission and legal aid

About the LSC

- 5.1 The Legal Services Commission (LSC) is responsible for delivering legal aid (publicly funded advice and representation) through high quality service providers to people with legal problems in England and Wales.
- 5.2 The LSC was established under the Access to Justice Act 1999 ('the Act'), replacing the Legal Aid Board in April 2000. It is a non-departmental public body sponsored by the Ministry of Justice. The Lord Chancellor and the Secretary of State for Justice is accountable to Parliament for the LSC's activities and performance, and also appoints a board of non-executive Commissioners to oversee its work.

About legal aid

- 5.3 Legal aid enables people to safeguard their rights and address their legal problems. Our work is therefore essential to the fair, effective and efficient operation of the civil and criminal justice systems. It is also critical in helping to provide access to justice and fair trials (with professional representation) to over two million people each year.
- 5.4 We commission the services people need from solicitors, advice agencies, barristers and commercial organisations (known as our 'Providers'). The skills and commitment of legal aid service Providers are essential to helping people resolve their problems.
- 5.5 We deliver legal services through two schemes: the Criminal Defence Service (CDS) and the Community Legal Service (CLS). Both schemes have eligibility criteria in relation to the means of the client and the nature of the problem, with certain limited exceptions.

The Community Legal Service (CLS)

- 5.6 The CLS consists of a network of Providers (including solicitors and not for profit agencies, such as Citizens' Advice Bureaux and Law Centres), which provides and promotes civil and family legal advice and representation.
- 5.7 Part of this is done through Community Legal Advice, which includes telephone and Internet based services. We jointly fund legal services with local authorities know as Community Legal Advice Centres and Networks.
- 5.8 We also contract with Providers to deliver face-to-face civil legal aid services. Contracts are awarded by Categories of Law, allowing us to allocate funding to the areas where clients need it most.

Client choice

- 5.9 While Providers contract with the LSC to conduct civil advice and representation services, the LSC does not control the allocation of cases or work. Providers with civil contracts obtain clients under open market conditions, where clients are free to choose, from those providers, a legal representative of their choice to advise or represent them.

Quality Assessment

- 5.10 It is a mandatory requirement for our 2010 Contract that all providers that deliver services under the civil or crime contract hold either the LSC's own quality standard – the Specialist Quality Mark (SQM) or the Law Society's quality standard - Lexcel. See Section 6 for more information about these and how to apply for the SQM.
- 5.11 The LSC also operates a quality assessment tool called peer review. Peer review involves independent experienced legal aid practitioners assessing a random sample of a Provider's case files to determine the quality of advice and legal work provided to clients in a particular Category of Law. A standard ratings system is applied to the work as an indication of quality (1 being the highest rating and 5 being the lowest). More information on peer review can be found at www.legalservices.gov.uk (CLS > Quality and Performance > Peer review).

The Funding Code

- 5.12 The Funding Code is the set of rules used to decide which individual cases are to be funded by the LSC and is central to the delivery of legal aid services. The Funding Code criteria define what services the LSC will fund, ranging from basic legal advice to representation in court proceedings and sets out the types of cases known as the Levels of Service. A full copy of the Funding Code can be found at www.legalservices.gov.uk (CLS> Civil legal aid eligibility).
- 5.13 The Funding Code divides services into levels of cases known as Levels of Service. There are four Levels of Service in family, two known collectively as Controlled Work and two covering Licensed Work.

Controlled Work

- 5.14 The two Levels of Service in Family Controlled Work cover basic levels of advice, assistance and negotiation:
- Legal Help
 - Family Help (Lower)
- 5.15 A minimum and maximum number of Controlled Work cases (known as Matter Starts) are allocated to a Provider who may then assist eligible clients directly without prior authority from the LSC (provided they have sufficient Matter Starts available).
- 5.16 Most payment for Controlled Work is based on a fixed fee per Matter which may be different in each Category of Law and at each Level of Service. In certain circumstances a case may be deemed exceptional and paid outside the fixed fee at prescribed legal aid hourly rates. On a monthly basis, Providers compile and submit a claim to the LSC detailing the value of cases completed that month. Providers are paid a monthly amount for their Controlled Work based on the average value of these monthly claims.

Licensed Work

- 5.17 The two Levels of Service in Family Licensed Work cover all representation:

- Family Help (Higher)
- Legal Representation

(excluding high cost cases which are managed through individual contracts).

5.18 The Contract for Child Abduction will operate as a license for Providers to undertake Licensed Work in these types of cases (without limits on numbers). However, funding applications need to be submitted to the LSC for each case and the LSC decides whether the Funding Code criteria and the merits test are met. Limits in relation to the scope and cost of this work are then set which may be varied on application by the Provider on behalf of the Client.

5.19 You are entitled to do Licensed Work out of any Office for which you are granted a schedule. Section 2 of the Civil Specification explains that some Licensed Work (e.g. Family) is 'exclusive' meaning that you will need to have Schedule Authorisation in that Category of Law for the particular Office. Some other Categories (e.g. Community Care) are not exclusive categories meaning that all you need is Schedule Authorisation in any Category of Law (for that Office) in order to undertake Licensed Work in the non-exclusive Category.

5.20 Payment for Licensed Work is based on hourly rates and Standard Fees. Payment will depend on the nature of the work and the type of activity. Payment for Licensed Work will be assessed by either the court or the LSC and is paid on the basis of individual claims submitted by Providers.

2010 Standard Civil Contract

5.21 New civil contracts for the delivery of face-to-face civil legal aid advice, including Child Abduction Services, will come into force on 14 October 2010 (the contract start date) and have a term of 3 years, subject to rights of early termination and our right to extend for up to 2 years.

5.22 Whilst this IFA may refer to awarding of a contract in separate areas, the successful Applicant Organisation will only have a single 2010 Standard Civil Contract. This single contract will include all the Child Abduction Services (and other Categories if applicable) that the Applicant Organisation can deliver from 14 October 2010.

5.23 All Child Abduction Services (including staff, premises etc.) must commence on 14 October 2010 and an Applicant Organisation must be able to confirm it is ready to deliver these services 8 weeks before the contract start date. The contract is split into:

- Contract for Signature
- Standard Terms (govern the relationship between the LSC and the Provider)
- Specification (governs how work should be delivered and includes the Key Performance Indicators that Providers must meet and the Payment Annex setting out the applicable rates)
- Schedules (sets out the Categories of Law, volume of work and any bespoke terms relevant to the delivery of services at a particular location)

5.24 All the contract documentation (and guidance) is available on our website (CLS > Civil Contracts > 2010 Standard Civil Contract) and we would strongly

recommend that you familiarise yourself with the terms of the contract prior to tendering.

Who we will contract with

5.25 As part of this tender process we are introducing a Pre Qualification Questionnaire (PQQ), which will ask a series of questions designed to determine whether Applicant Organisations can meet the minimum standards for a contractual relationship with the LSC.

Legal Status of Applicants, subcontracting and consortia bids

5.26 We will only contract with a single legal entity for the purposes of providing Child Abduction Services.

5.27 Therefore, should Applicant Organisations wish to merge or 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.

5.28 We will not accept subcontracting arrangements (e.g. where you pay another organisation to deliver part of the service); instead, Applicant Organisations must be able to provide all the services they tender for, without the need to refer any Matters or Levels of Work to other individuals or organisations (although the contract does permit the use of Agents in certain circumstances). We will not accept consortium tenders for the provision of these Child Abduction Services.

TUPE

5.29 The LSC does not consider that TUPE will apply to the termination of current Unified Contracts and the re-awarding of Civil Standard 2010 Contracts following this tender process.

5.30 In summary, where the number of outgoing Providers and successful Providers is greater than two on both sides of the alleged transfer of activities, it seems likely that there will be significant difficulties in showing that the relevant activities are an identifiable transfer from a particular outgoing Provider to a particular incoming Provider.

5.31 However, we continue to state that Applicant Organisations should seek their own legal advice on TUPE and not rely on our views.

Indemnities from Applicant Organisations with limited liabilities (excluding charities)

5.32 If you are an Applicant Organisation with limited liability (unless you are a registered charity) you must as part of the ITTs commit to providing an indemnity on the relevant form specified by us following submission of a tender.

5.33 A draft copy of the form is available on our website at www.legalservices.gov.uk (CLS > Civil Contracts > 2010 Standard Civil Contract).

5.34 It will be a condition of any contract award that you will supply us (by the date set out in any request) with a relevant indemnity form signed by the ultimate

owners of your organisation and/or such persons as we might reasonably regard as being controllers and/or senior managers of your organisation and/or where you are a limited company, from any company which is your holding company.

5.35 In summary, by signing the form the ultimate owners etc of the organisation indemnify the LSC in respect of any losses, costs, expenses, damages or liabilities suffered or incurred by the LSC as a result of the Provider (or any receiver, administrator or similar person appointed for the Provider) failing to comply with its obligations under the Contract(s).

Section 6: Quality Standards for the delivery of services from October 2010

- 6.1 It will be a requirement of the 2010 Standard Civil Contract that Providers hold a recognised quality standard – either Lexcel or the Specialist Quality Mark (SQM).
- 6.2 New Providers (i.e. one that does not currently hold the Unified Contract (Civil or Crime)) will be subject to a pre-condition of contract award that they either:
 - 5.35.1.1.1.1 hold Lexcel; or
 - 5.35.1.1.1.2 confirm in the PQQ that they wish to apply for the SQM and in accordance with the process set out below:
 - 5.35.1.1.1.2.1 must pass the desk top audit at least 8 weeks before 14 October 2010; and
 - 5.35.1.1.1.2.2 fully hold the SQM by 1 April 2011
- 6.3. Those already holding the SQM in any Category of Law should note that the SQM has recently changed - it now applies to an organisation as a whole rather than being Office or category specific. Applicant Organisations will not need to apply for the SQM if they currently hold the Standard and wish to expand to deliver from an additional Office or in an additional Category of Law. Further information on these changes is available at www.legalservices.gov.uk (CLS > Quality and Performance > Quality Mark > Specialist Help).
- 6.4. Supervisor Standards now form part of the Contract, and as such, supervision requirements will be covered by the ITT – please see Section 7 for further information.

Applying to hold the SQM

- 6.5. The process of applying for the SQM is made up of three parts:
 - (1) SQM related questions in the PQQ;
 - (2) Completion and submission of a QM1 Form; and
 - (3) Submission of an Office Manual
- 6.6. The application process for the SQM is dealt with separately to the tender process, as it is a condition of contract award and not part of the PQQ or ITT response.
- 6.7. The SQM comprises of a set of standards designed to ensure that a service is well run and has its own quality control mechanisms. The content of the Office Manual must demonstrate that it has the procedures in place to comply with the SQM requirements. The purpose of the desktop audit is to assess the Office Manual to ensure it addresses these requirements.
- 6.8. We request that Applicant Organisations submit the QM1 Form and Office Manual with the PQQ and would encourage you to do so. However, if this is not received by the deadline we will not reject the PQQ but will make a further request for these documents from the Applicant Organisation. The Applicant Organisations must provide these documents by the deadline set out in the request or its application for the SQM will be rejected and paragraph 6.12 below will apply.

- 6.9. If an Applicant Organisation is successful in being awarded a contract, between the award and the start of the Contract we will conduct an internal, paper-based audit (known as a 'desktop audit') of the QM1 Form and Office Manual to determine whether the organisation has the necessary processes in place to be awarded the SQM. The desktop audit is the first stage of audit that Applicants must go through to be awarded the SQM and there are then further audit stages to achieve the SQM, which will be undertaken within the first 6 months of the contract.
- 6.10. Where, following initial desktop audit assessment of the Office Manual, the documentation is incomplete or further substantial work is required before the Applicant Organisation's procedures begin to comply with the SQM requirements, we will inform the Applicant Organisation of the omissions. The Applicant Organisation will be given 14 days to provide us with a revised Office Manual.
- 6.11. If the Applicant Organisation fails to provide a revised Office Manual or having done so, following a further desktop audit assessment, the documentation is still incomplete or further substantial work is required before the Applicant Organisation's procedures begin to comply with the SQM requirements, the desktop audit will fail.
- 6.12. Failure to pass the desktop audit will mean the Applicant Organisation has failed to meet a condition of contract award which will entitle us to reject a tender, assess the tender as unsuccessful and/or entitle us not to proceed with any decision made to award the Applicant Organisation a contract or entitle us to terminate the contract pursuant to Clause 25 of the Standard Terms.

Applicant Organisations applying for a contract in multiple categories of law

- 6.13. We only require one application for the SQM per Applicant Organisation regardless of the number of Invitations to Tender an Applicant Organisation has responded to.
- 6.14. Consequently, we will process a single SQM application regardless of the number of ITTs an Applicant Organisation has submitted tenders against (or times a PQQ response is considered).
- 6.15. For example, if an Applicant Organisation has submitted a PQQ response (including SQM application) for a Crime contract and again for a Family contract we will conduct one application process (i.e. a single desktop audit) and apply the outcome to both tender processes.
- 6.16. Applicant Organisations must therefore submit the required information to apply for the SQM with their first PQQ response and for any subsequent responses relating to ITTs for other Categories of Law, should indicate that they 'commit to achieving the SQM' but should not upload the QM1 form or their office manual again.

Lexcel

- 6.17. As Lexcel is an externally run quality standard, any Provider choosing to meet the quality requirements via this route would need to hold it at the time of

tendering. Further information on Lexcel can be found at the Law Society's website: <http://www.lawsociety.org.uk/productsandservices/lexcel.page>.

Section 7: About Child Abduction Services from October 2010

Child Abduction Services

- 7.1. This section describes the category specific requirements that apply to the Child Abduction Services we wish to procure. The rules governing how Child Abduction Services should be delivered are set out in the Standard Civil Contract Specification and in particular at Section 7 – Family Category Specific Section.
- 7.2. Below, under Essential Criteria are some of the key terms of the contract we will ask Applicant Organisations to confirm they can meet in their response to an ITT. However, these are not all the obligations you will be required to meet during the terms of the contract and you should read the contract to understand the full extent of your obligations should you be awarded a contract.
- 7.3. Further background information on our policy behind the Child Abduction Services that we are commissioning is set out in *Civil Bid Rounds for 2010 Contracts: A Consultation Response* available at:
<https://consult.legalservices.gov.uk/inovem/consult.ti/2010Contracts/listdocuments>.

Payment

- 7.4 In addition to the general rules regarding remuneration for work, (Sections 3 and 6 of the Civil Specification) Section 7 (the Family Specification) sets out the rules that are applicable to the Family Category of Law only.
- 7.5. The Payment Annex to the Civil Specification sets out the actual rates payable, which depend on a number of factors including whether the matter type, the stage the case reached, the outcome of the case and the activity being carried out.

Controlled Work

- 7.6. We do not anticipate that you will generally need to undertake Controlled Work in connection with these Child Abduction Services. However if you do, we will pay you for Family Controlled Work properly carried out in accordance with the contract under one of the following payment methods:
 - (a) Standard Fees
 - (b) Hourly rates
- 7.7. The Standard Fees payable for each matter vary according to the type of work undertaken, the stage that an individual case reaches and the outcome of the case. The fees are inclusive of profit costs, as well as travel and waiting time. Additional fees are payable for disbursements.
- 7.8. A matter may escape the Standard Fee scheme and become payable solely by hourly rates if, following the conclusion of the case, it is determined under the rules of the contract to be an 'Exceptional Matter'.

Licensed Work

Section 6 of the Civil Specification sets out the main rules for remuneration of Licensed Work once an application for a certificate to undertake a Licensed Work case has been granted.

7.9. You have a general right to claim payments on account for disbursements. In relation to profit costs, you may (3 months after a certificate is granted) apply to us twice in any 12-month period for a payment on account of up to 75% of profit costs incurred. For Licensed Work covered by Standard Fees payments on account may be limited to 75% of the fee but see paragraphs 6.22 to 6.33 of the Civil Specification general provisions and 7.23 to 7.27 of the Family Specification for full details.

7.10. Licensed Work is claimed per case in accordance with the provisions on claiming and assessment in the terms of the contract, the Community Legal Service (Financial) Regulations 2000, the Community Legal Service (Costs) & (Costs Protection) Regulations 2000, the Community Legal Service (Funding) Order 2007 (as amended), the Family Procedure Rules and the Civil Procedure Rules.

7.11. All Licensed Work claims submitted are subject to assessment by either the court or the LSC.

Start Date

7.12. Applicants must be able to commence delivering Child Abduction Services from the contract start date of 14 October 2010. Where Applicant Organisations have committed to put the necessary arrangements in place (e.g. to recruit a Supervisor or Caseworker against a vacant post), then we will seek verification of this by 8 weeks before 14 October 2010 to ensure that the services tendered for are capable of being delivered from the contract start date. The contractual requirements therefore do not necessarily need to be in place at this stage but we will require evidence showing that they will be in place from 14 October 2010.

7.13. Where any conditions of contract awards (including any evidence required by the Essential Criteria) are not met, this will entitle us to reject a tender, assess the tender as unsuccessful and/or entitle us not to proceed with any decision made to award the Applicant Organisation a contract or entitle us to terminate the contract pursuant to Clause 25 of the Standard Terms.

Key contract terms (Essential Criteria)

7.14. The ITT sets out a number of key contract terms (known in the ITT as the 'Essential Criteria') which an Applicant Organisation tendering to deliver Child Abduction Services must demonstrate that it is able to meet. Detailed wording on each of the Essential Criteria is set out in the ITT and at Annex A.

7.15. The Essential Criteria are set out in Annex A but cover the ability of the Applicant Organisation (from 14 October 2010) to:

- Deliver Child Abduction Services at all levels of work
- Have an Office that meets the Permanent Presence requirements in England or Wales

- Be on the International Child Abduction and Contact Unit Referral List of Specialist Solicitors maintained by the Official Solicitor
- Meet the Supervisor requirements

7.16. Where the criteria refer to 'employ' or 'employed' it means that the Applicant Organisation must hold an employment contract with that staff member or they must be a partner, member or director of the Applicant Organisation.

Supervisor Standard

7.17. All references to requirements for Supervisors means an individual who meets the Supervisor Standard in the Family Category of Law which includes being a member of one of the following:

- (a) the Law Society's Children Panel Accreditation Scheme;
- (b) the Law Society's Family Panel Accreditation Scheme (including the Law Society's Advanced Family Panel Accreditation Scheme); or
- (c) a Resolution Accredited Specialist Scheme.

Ratio of Supervisors to Caseworkers of 1:6

7.18. One FTE equates to working at least 35 hours per week. For the purposes of calculating this ratio a Supervisor is defined as someone who meets the Family Supervisor Standard and actively supervises work under this contract. We require that Providers maintain no more than six FTE Caseworkers undertaking work under this contract to any one FTE Supervisor (See Section 2 of the Civil Specification for more information).

Peer Review

7.19. Applicant Organisations must also confirm that a confirmed peer review rating of 4 or 5 has not been received in the Family Category of Law (i.e. at the conclusion of the process, following appeal and any follow-up audit).

Section 8: About the volume and location of services we wish to procure

National Services

- 8.1 Child Abduction Services will be delivered nationally. You must have a Permanent Presence in England or Wales but you will then be permitted to deliver Services from your other offices or any location within anywhere in England and Wales.

Matter Starts

- 8.2 Child Abduction Services will be delivered mainly under the Licensed Work Level of Service. There is no limit to the volume of Licensed Work that you may do under the Child Abduction Services contract. The volume of work will depend on the number of instructions you receive from eligible clients.
- 8.3 In addition, successful Applicant will be allocated 3 Matter Starts to cover any Controlled Work. This figure is low because it is unusual for Child Abduction Services to be undertaken for Clients at this Level of Service. Providers will be able to request further Matter Starts, if necessary, in accordance with the terms of the Civil Specification.

Number of Organisations

- 8.4 There is no limit to the number of contracts that will be awarded. Any Applicant that passes the PQQ and Essential Criteria will be awarded a Child Abduction Services contract.

Section 9: How to respond to an ITT

Introduction

9.1 This section covers how Applicant Organisations must submit a compliant tender and how to use the eTendering system to do so.

9.2 A completed tender will consist of a response to both a PQQ and an ITT:

(1) PQQ

- Response to the questions;
- Response to the Applicant Information Form (non-mandatory);

And, if applying for the SQM:

- The Applicant Organisation must as part of the PQQ response submit a completed QM1 Form and its Office Manual.

(2) ITT

- Response to the Essential Criteria;
- A completed Supervisor Declaration Form for each Supervisor (non-mandatory form);
- Response to Declarations.

9.3 Completed Supervisor Declaration Forms are classed as 'non-mandatory' which means they are not required at the time of submitting a tender. However, it is a condition of any contract award that you must provide this information for assessment when we request it 8 weeks before the contract start date. Consequently, we would encourage you to submit this information if possible at the time of tender.

9.4 Where any conditions of contract awards (including any evidence required by the Essential Criteria) are not met this will entitle us to reject a tender, assess the tender as unsuccessful and/or entitle us not to proceed with any decision made to award the Applicant Organisation a contract or entitle us to terminate the contract pursuant to Clause 25 of the Standard Terms.

The eTendering system

9.5 E-Tendering is an electronic application process used increasingly by Government and private organisations to procure contracts and commission services. It replaces paper-based forms and uses a secure Internet site as a platform through which interested parties can submit applications. It also offers a secure messaging service enabling Applicant Organisations and the LSC to communicate with each other throughout the tender process.

9.6 E-Tendering offers many advantages over paper-based systems:

- Access to all relevant documents in one place
- Secure portal through which to submit applications and send/receive communications
- Instant submission with no risk associated with postal failure
- Automatic acknowledgement of receipt
- Full audit trail of all transactions etc.

Registration

- 9.7 Applicant Organisations may have already registered on the eTendering system as part of responding to another of the LSC's Invitations to Tender. If this is the case, you do not need to register again to access the ITT covered by this IFA.
- 9.8 Applicant Organisations may also have already 'expressed an interest' or in fact completed and published their response to the PQQ on the eTendering system as part of responding to another LSC ITT. If this applies to you, please see the paragraph 9.14 onwards.

Steps to submitting a tender

9.9 Below we provide an overview of the steps that an Applicant Organisation must follow in order to tender to deliver Child Abduction Services.

9.10 A tender will consist of your responses to the:

- (1) PQQ; and
- (2) ITT (which includes the Essential Criteria)

9.11 These steps are set out in the eTendering system, we suggest you look at the system in conjunction with reading this section:

(1) Use the eTendering system to prepare a single organisation response to the Pre Qualification Questionnaire (PQQ).

(2) Use the eTendering system to prepare a single organisation response to the ITT. This single response to an ITT will comprise of (under the heading 'Technical Response'):

- **Essential Criteria**
You must prepare a single organisational response and you must warrant that the Office from which you intend to deliver Child Abduction Services meets the Essential Criteria. This will include uploading the Family Supervisor Self Declaration Form where you have a Supervisor(s) in post.
- **Indemnities Declarations**
You must commit to providing an indemnity if you are an Applicant Organisation with limited liability (unless you are a registered charity)
- **PQQ and ITT Declarations**
You must confirm that the PQQ is up to date and certify on behalf of the Applicant Organisation that your response to the ITT is accurate.

(3) Once you have completed your response you must ensure you submit ('publish') it.

9.12 You must as part of your response to these ITTs submit a response to the PQQ on the eTendering system

9.13 You may though have already 'expressed an interest' or in fact completed and submitted a response to the PQQ as part of responding to another LSC Invitation to Tender.

- 9.14 To avoid you having to fill in a new PQQ each time you submit a response to an ITT, the eTendering system is designed so that it saves your latest response to the PQQ. However, this means that you will need to review your response to ensure that you have answered all required questions and the information provided is accurate.
- 9.15 As part of your response to the ITT(s), you will be required to confirm that a response to the PQQ has been submitted and that the information contained in the last response remains accurate and up to date at the time of submitting the ITT.
- 9.16 In relation to this tender process, at 12 noon on 21 April 2010, we will extract your response to the PQQ held on the eTendering system. We will assess on the basis of the latest information included in the response to the PQQ submitted to us before this closing time and date.

Pre Qualification Questionnaire (PQQ)

- 9.17 The PQQ's purpose is to enable us to assess whether an Applicant Organisation meets our minimum standards of suitability for a publicly funded legal aid contract and to gather certain other information about Applicant Organisations.
- 9.18 The PQQ covers the following areas:
- Are there any mandatory grounds for rejection of the Applicant under regulation 23(1) of the Public Contracts Regulations 2006 (Applicants or Key Personnel convicted of conspiracy, bribery, fraud, money laundering)?
 - Requirement to have 1 year's managerial experience and 3 years' experience of delivering specialist legal advice
 - Requirement to have a complaints process, and no history of complaints being upheld and sanctions applied by a regulatory/complaints body, or upheld professional negligence claims, in the last 3 years (in relation to publicly funded areas of law only)
 - Requirement to have appropriate professional indemnity, public liability and employers' liability insurance cover
 - Requirement to comply with workplace legislation (data protection, equalities and health and safety at work) by having appropriate policies and procedures and an acceptable history of discrimination claims in the last 3 years
 - An acceptable history of business conduct including interventions and adverse findings by regulatory bodies, bankruptcy/insolvency, terminations for fault of public sector contracts, criminal convictions and failures to repay money owing on public sector contracts
 - Confirmation that the Applicant Organisation has met its tax, VAT and NI liabilities
 - Confirmation that the Applicant Organisation will hold an appropriate quality standard (SQM or Lexcel)
- 9.19 A full version of the PQQ can be found on the eTendering system through the 'PQQs open to all suppliers' link.
- 9.20 Some answers to PQQ questions will be assessed on a pass/fail basis and do not offer an opportunity for Applicant Organisations to give further exceptional circumstances. In relation to these types of questions the requirement to have

the required experience is absolute and is mandatory grounds for failing the PQQ.

- 9.21 Other questions on the PQQ provide an opportunity to set out exceptional circumstances where an Applicant Organisation considers that it cannot meet the requirements but that exceptional circumstances apply which mean that the Applicant Organisation should be considered by us as still meeting the PQQ requirement.
- 9.22 It is the Applicant Organisation's responsibility to ensure that it makes full use of this opportunity to in order to provide comprehensive details of any exceptional circumstances. We are under no obligation to seek further information or clarify a response – and will not do so where in our opinion this would give an Applicant Organisation an unfair opportunity to improve their response.
- 9.23 The opportunity to give exceptional circumstances cannot be used to provide other supplementary information to your PQQ or ITT. Information incorrectly submitted as exceptional circumstances that is intended only to enhance your tender cannot be considered.
- 9.24 If an Applicant Organisation fails any PQQ question, the PQQ will be unsuccessful and none of the Applicant Organisation's tenders will be considered further.
- 9.25 The PQQ also asks for information about financial sustainability and equality and diversity through an Applicant Information Form. This information is not assessed (and the form is non-mandatory at the time of submitting the tender), although we may use the financial sustainability information to inform future contract management. However, if you are awarded a contract following assessment of your tender, we will require you to provide this information as part of the terms of the contract.
- 9.26 Therefore we do encourage you to complete and attach the relevant Application Information Form (Private Sector or Not for Profit as appropriate), however, where an Applicant Information Form is not uploaded and submitted as part of a tender response, it will not result in a tender being rejected.

Invitation to Tender (ITT)

- 9.27 As previously outlined, there is a single ITT to deliver face-to-face Child Abduction Services.
- 9.28 Applicant Organisations can access this ITT either by clicking on the 'ITTs open to all suppliers' link which will bring up a list of all ITTs currently open or by clicking on the 'Projects' link and then going to 'Publicly Funded Child Abduction Services.
- 9.29 Applicant Organisations should select this ITT by clicking on the ITT title. This will bring up an overview of the ITT. Applicants can then decide whether they would like to 'express an interest' to the ITT and 'reply' to it (these links can be found on the left-hand side of the page).

What is in the ITT?

9.30 The ITT comprises under the heading 'Technical Response':

- Essential Criteria including request for Supervisor Forms
- Declarations

Essential Criteria

9.31 The next section of the ITT sets out the Essential Criteria and related questions.

9.32 The questions in this section will seek confirmation that the Applicant Organisation meets the minimum service requirements to be considered for the award of a contract to deliver Child Abduction Services (see Annex A for a list of Essential Criteria).

9.33 All the questions in this section require an answer of Yes or No. One Essential Criterion in the ITT relates to an Applicant Organisation's Child Abduction Supervisors. There is a facility in the right hand side of the screen (Buyer Attachments) to download the Family Supervisor Self Declaration Form.

9.34 This form must be downloaded and completed with details of each Family Supervisor who is currently in post to deliver Child Abduction Services. It must then be uploaded with the response. The Supervisor Self Declaration Form available contains 5 replications of the forms so that where an Applicant Organisation has more than one Supervisor, details of all can be provided. If an Applicant Organisation has more than 5 Supervisors, it must submit an additional form with these details through message boards within the eTendering system.

9.35 If an Applicant Organisation does not currently have a Supervisor in post then it will not need to upload the Supervisor Self-Declaration Form with their tender. However, it must confirm and provide us with a Family Supervisor Self Declaration Form once this individual is recruited and in any event at least 8 weeks before the contract start date.

9.36 Supervisor Self-Declaration Forms are non-mandatory forms, however it will be a condition of contract that we receive these at least 8 weeks prior to the contract start date. Therefore, where possible Applicant Organisations are encouraged to submit these forms with its tender.

9.37 Where any conditions of contract awards (including any evidence required by the Essential Criteria) are not met this will entitle us to reject a tender, assess the tender as unsuccessful and/or entitle us not to proceed with any decision made to award the Applicant Organisation a contract or entitle us to terminate the contract pursuant to Clause 25 of the Standard Terms.

What happens once a response is ‘published’?

- 9.38 Responses to ITTs submitted will be treated as sealed bids. This means that the LSC will not open any responses until after the deadline for the tender exercise.
- 9.39 Applicant Organisations can therefore amend and resubmit their responses to the PQQ and/or ITT up until the closing date for tenders to be submitted.
- 9.40 Responses will be automatically acknowledged when they are published for the first time. There will be no acknowledgement of resubmitted responses where Applicant Organisations amend and republish their responses to an ITT. We will assess the latest published response.

Section 10: How will tenders be assessed and Contracts awarded?

Opening Procedure

10.1 Responses submitted by Applicant Organisations will not be opened until after the deadline has passed. An authorised LSC representative will open responses and all responses to this ITT will be opened at the same time (parallel opening) to ensure fairness.

PQQ

10.2 The PQQ consists of a series of yes/no questions that are designed to test compliance with our requirements.

10.3 We expect all Applicant Organisations to confirm compliance with all our PQQ requirements. If an Applicant Organisation fails the PQQ then they will not be considered further and their tender will be unsuccessful.

10.4 At **12 noon on 21 April 2010**, we will extract your response to the PQQ held on the eTendering system. We will assess on the basis of the latest information included in the response to the PQQ submitted to us before this closing time and date.

Essential Criteria

10.5 The Essential Criteria reflect the minimum service requirements that we want all Providers delivering Child Abduction Services to meet.

10.6 All Essential Criteria will be assessed on the basis of pass or fail and any Applicant Organisation unable to confirm that they meet all our requirements will have their tenders assessed as unsuccessful.

10.7 We will undertake a verification exercise against all Applicant Organisations awarded Matter Starts 8 weeks before the start of the contract to ensure that information provided in tenders remains current.

10.8 All Applicant Organisations that pass the Essential Criteria will be awarded a Schedule under the 2010 Civil Contract to undertake Family Abduction Services.

Appeals

10.9 A completed tender will consist of (1) a response to the PQQ **and** (2) a response to an ITT submitted prior to the deadline of 12 noon on 21 April 2010.

10.10 Where a tender is unsuccessful or rejected, Applicant Organisations will be given written reasons as to why it was unsuccessful or rejected.

10.11 There will not be a right of appeal against a decision to reject a tender if it is incomplete or if a tender is received after 12 noon on 21 April 2010 (or after any deadline set for a request for clarification or further information) or is not received by the LSC at all.

10.12 There will be a right of appeal if a tender is unsuccessful in the following circumstances:

- i. Where the Applicant Organisation does not pass the PQQ;
- ii. Where the Applicant Organisation does not pass the Essential Criteria; and/or
- iii. Where the Applicant Organisation does not comply with paragraph 11.2 and a notice that the tender is unsuccessful stipulates a right of appeal

10.13 Appeals will only be accepted if made through the eTendering system and must be received prior to the applicable deadline(s) set out in Section 3. An appeal submitted after the applicable deadline, in any other form or by any other method will not be considered.

10.14 The Legal Director (or the Legal Director's appointed representative) will review all appeals, and will determine the procedure and will decide whether to invite or require any further information from the Applicant Organisation, before making a determination on the appeal.

10.15 There will be no further right to appeal.

Section 11 Terms and Conditions of tender

- 11.1. The Applicant Organisations' participation in the tendering exercise for Child Abduction Services in England and Wales covered by the 2010 Standard Civil Contract are governed by these Terms and Conditions of Tender. The Applicant Organisation must also comply with the User Agreement governing use of the LSC eTendering System and all rules, conditions of contract award and instructions set out in any Tender Document.
- 11.2. Submission of a tender which fails to comply with any Terms and Conditions of Tender, User Agreement or other rules, conditions of contract award and instructions shall, without affecting the Applicant Organisation's liability for non-compliance, entitle the LSC to reject a tender, assess the tender as unsuccessful and/or entitle the LSC not to proceed with any decision made to award the Applicant Organisation a Contract or entitle the LSC to terminate the contract pursuant to Clause 25 of the Standard Terms.
- 11.3. A tender must be submitted by 12 noon on 21 April 2010 ('the deadline'). For the purposes of this deadline, it is understood that the time on the eTendering System shall be the definitive time.
- 11.4. By submitting a tender, the Applicant Organisation is agreeing to comply with any conditions of contract award (including any requests for evidence) stated in the Tender Documents and the Terms and Conditions in the Contract if it is awarded one. Any reference to 'tender' includes any part of a tender.
- 11.5. The Applicant Organisation acknowledges that the award of a 2010 Standard Civil Contract does not guarantee any minimum amount of work. Work under the Contract, including that which may arise from rotas or slots type arrangements, is dependent on a successful Applicant Organisations attracting clients, and is subject to amendment under the terms of the Contract.
- 11.6. All tenders and appeals must be submitted on the eTendering System at www.legalservices.bravosolution.co.uk. A tender or appeal submitted in any other form, or by any other method, will not be considered.
- 11.7. For a tender to be complete, the Applicant Organisation must, prior to the deadline, submit a tender consisting of (1) a response to the PQQ **and** (2) a response to an ITT.
- 11.8. The Applicant Organisation must not amend or alter any document comprising the tender after the deadline.
- 11.9. After the deadline any information or documents submitted in response to a request for clarification or further information (in accordance with paragraph 11.25) will also form part of the Applicant Organisation's tender.
- 11.10. In the event of any conflict between the information, answers or documents submitted as part of the tender, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant Organisation.
- 11.11. It is the responsibility of the Applicant Organisation to make sure that a tender is fully and accurately completed. The LSC is under no obligation to contact the Applicant Organisation to clarify its tender or to obtain missing information.

- 11.12. It is the responsibility of the Applicant Organisation to make sure that it submits a tender in good time to take account of any problems or delays in uploading the tender and documents requested by the LSC, accessing the LSC eTendering system owing to heavy usage, internet access or with the Applicant Organisation's own IT systems.
- 11.13. The Applicant Organisation is solely responsible for the costs and expenses incurred in connection with the preparation and submission of tender and all other stages of the tender process. Under no circumstances will the LSC, or any of its employees, be liable for any costs.
- 11.14. The Applicant Organisation must reply to all of the questions in order to respond to the PQQ and ITT, even if it has previously provided this information or if it thinks the LSC is already aware of it (e.g. if the Applicant Organisation holds an existing contract with the LSC).
- 11.15. Applicant Organisations must not submit a tender which contains any information which the Applicant Organisation knows to be, or has reason to believe to be, false or misleading in accordance with Clause 18 of the 2010 Standard Civil Contract Standard Terms. If information given by the Applicant Organisation is subsequently found to be false or misleading, this may lead to the Applicant Organisation's tender being unsuccessful and/or entitle the LSC not to proceed with any decision made to award the Applicant Organisation a Contract or entitle the LSC to terminate the contract pursuant to Clause 25 of the Standard Terms.
- 11.16. If, because the Applicant Organisation has registered more than once on the LSC eTendering system or, for any other reason, more than one response to the PQQ or an ITT is received by the LSC the latest response submitted by an Applicant Organisation prior to the deadline shall be the response that is considered by the LSC in the assessment and award process.
- 11.17. The Applicant Organisation may amend and re-submit their response to the PQQ and/or each ITT at any time up to the deadline. If so amended and re-submitted by the Applicant Organisation the latest response submitted by an Applicant Organisation prior to the deadline shall be the response that is considered by the LSC in the evaluation and award process.
- 11.18. The person who submits a tender must be a member of the Applicant Organisation Key Personnel with appropriate authority to submit this tender for the Applicant Organisation.
- 11.19. A tender will be rejected if it is submitted after the deadline nor will the LSC consider (1) requests to submit the tender after the deadline or (2) requests for an extension of the time or date fixed for the submission of the tender.
- 11.20. A tender will be unsuccessful where, following assessment, the Applicant Organisation:
- (i) Does not pass the PQQ; and/or
 - (ii) Does not pass the Essential Criteria;
- 11.21. The LSC reserves the right to amend at any time any of the Tender Documents and the Contract or to issue clarifications (including in response to

questions and answers from Applicant Organisations) or to correct errors or omissions provided that in all cases any such amendment is not sufficiently material to amount to a new tender or contract for the purposes of the Public Contracts Regulations 2006. Subject to paragraph 11.24, any notices of amendment etc. will be published on the LSC website tender pages (CLS > Tenders > Civil 2010 Contracts) and sent by email to all Applicant Organisations which have expressed an interest in the relevant ITT or PQQ.

- 11.22. A submitted tender, which does not comply with any additional or alternative Terms and Conditions of Tender, rules, conditions of contract award and instructions (or other qualifications) introduced in accordance with paragraph 11.21 above, may be rejected or unsuccessful.
- 11.23. Any communications about the Tender Documents will be given by notice published on the LSC website tender pages (CLS > Tenders > Civil 2010 Contracts) and sent by email to all Applicant Organisations that have expressed an interest in the relevant ITT or PQQ.
- 11.24. After the deadline, notices (pursuant to paragraph 11.21) relating to the 2010 Standard Civil Contract will be published on the LSC tender pages of the website (CLS > Tenders > Civil 2010 Contracts) only.
- 11.25. Should the LSC, at any time during the tender process, request the Applicant Organisation to give any additional information/clarification the Applicant Organisation should be prepared to provide additional information and/or clarify any aspect of a tender by the deadline set out in the request. The LSC reserve the right to validate any part of the Applicant Organisation's tender and information subsequently given to it.
- 11.26. Any questions and answers posted on the LSC website during the tender process (or before) will not form part of any contract subsequently awarded (unless the LSC notifies Applicant Organisations as part of the answers posted that it will amend the Contract accordingly).
- 11.27. The LSC reserves the right to cancel the Invitation to Tender or PQQ covered by this IFA in their entirety or in part, and not to proceed to award contracts or to suspend any stage of the process at any time at its absolute discretion.
- 11.28. The Applicant Organisation agrees to keep any tender valid and capable of acceptance by the LSC up to 14 October 2010 (Contract start date)
- 11.29. The right of appeal for an unsuccessful Applicant Organisation is limited to that set out in paragraph 10.9 to 10.15.
- 11.30. After assessment is complete, the LSC will retain copies of tenders for such time as it considers reasonable to satisfy the LSC's audit obligations and for any associated contract management purposes.
- 11.31. All intellectual property rights in the Tender Documents and any associated documents are and shall remain the LSC's property.
- 11.32. While the LSC have taken all reasonable steps to ensure, as at the date of the issue of the Tender Documents, that the facts which are contained in the Tender Documents and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the

accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based.

- 11.33. All information supplied by the LSC to Applicant Organisations or potential applicants, including that within the Tender Documents, is subject to that Applicant Organisations' own due diligence. The LSC accepts no liability to the Applicant Organisations or potential applicants whatsoever resulting from the use of the Tender Documents, or any omissions from or deficiencies in them.
- 11.34. Without prejudice to any warranties given, the rules, instructions, conditions of contract award and Terms and Conditions of Tender contained in these Tender Documents, do not form a separate collateral contract between the Applicant Organisation and the LSC. The relevant parts of the Applicant Organisation's tender may form part of any Contract subsequently awarded.
- 11.35. If an Applicant Organisation changes its status or any material element of its tender including management or Key Personnel, between submitting its tender and being awarded a contract, the LSC must be informed of this as soon as possible in writing. We reserve the right (depending on the nature and effect of the change in status) to revoke any contract award made and may request the new Applicant Organisation (post-change) to submit a fresh tender.
- 11.36. Applicant Organisations must not, and must procure that its employees, partners, directors, Key Personnel and agents must not
- (a) canvass any officers, employees, agents or advisers of the LSC in connection with this tender process; or
 - (b) offer or agree to pay or give any sum of money, inducement or valuable consideration (directly or indirectly) to any person for doing or having done or causing or having caused to be done in relation to this tender, any act or omission.
- 11.37. The Applicant Organisation must not enter into any agreement or arrangement with any other person or organisation about whether they should or should not tender, or to fix or adjust the amount of any tender, or collude with any such other person or organisation in any way, in this tender process.
- 11.38. Nothing in these Terms and Conditions prevents the Applicant Organisation from approaching or recruiting employees or agents to undertake work (in accordance with the terms of the Contract) covered by this tender process on behalf of the Applicant Organisation.
- 11.39. If the Applicant Organisation is a legal entity with limited liability (unless it is a registered charity) any Contract awarded will be conditional upon the Applicant Organisation supplying the LSC with a relevant indemnity form signed by the ultimate owners of the Applicant Organisation and/or such persons as the LSC might reasonably regard as being controllers and/or senior managers of the organisation and/or where the Applicant Organisation is a limited company, from any company which is a holding company.

Confidentiality and Freedom of Information Act 2000

- 11.40. The LSC may share any information contained in an Applicant Organisation's tender with Bravo Solutions Limited for the purposes of administering the tender process.
- 11.41. The Applicant Organisation should note that under the Freedom of Information Act 2000 (the "FOIA") the LSC may be required to disclose details of its tender in response to a request from third parties, either during or after the tender process. We can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 11.42. If an Applicant Organisation is concerned about possible disclosure it should contact the LSC and clearly identify the specific parts of the tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant Organisation should familiarise itself with the Information Commissioner's current position on the disclosure and non disclosure of commercially sensitive information and therefore should not notify us of blanket labelling of all its tender as confidential.
- 11.43. The Applicant Organisation should also be aware that the receipt by the LSC of information marked 'confidential' does not mean that the LSC accepts any duty of confidence in relation to that marking. Neither does the LSC guarantee that information identified by the Applicant Organisation as confidential will not be disclosed where the public interest favours disclosure pursuant to our obligations under FOIA.
- 11.44. 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 tender process is complete.
- 11.45. The LSC will collect, hold and use personal data obtained from and about the Applicant Organisation and its Key Personnel during the course of the tender process ("Personal Data").
- 11.46. The Applicant Organisation must agree to such Personal Data being collected, held and used in accordance with and for the purposes of administering the tender process as contemplated by the Tender Documents and for contract management for any Contract subsequently awarded.
- 11.47. The Applicant Organisation warrants, on a continuing basis, that it has
- a. All requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Regulations (which means that Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner; and
 - b. Otherwise complied with all of its obligations under the Data Protection Regulations, in order to disclose to the LSC the Personal Data, and allow the LSC to carry out the tender process. The Applicant Organisation shall immediately notify the LSC if any of the consent is

revoked or changed in any way which impacts on the LSC's rights or obligations in relation to such Personal Data.

Section 12 Definitions

Many of the phrases used in the Tender Documents are explained in the relevant paragraph of this IFA. Further definitions are set out in the 2010 Standard Civil Contract and are not repeated here.

Set out below are some summary definitions you may find helpful.

All references to “*Contract*”, “*contract*”, “*Contract for Signature*”, “*Standard Terms*”, “*Specification*”, “*Schedule*” means the terms of the 2010 Standard Civil Contract;

“*Applicant Organisation(s)*” and “*Applicant*” or “*you*” means a single legal entity tendering to deliver Child Abduction Services;

“*Caseworker*” for the purpose of the Essential Criterion relating to ratios, means as described in paragraph 2.37 onwards of the Civil Specification;

“*Child Abduction Services*” means delivery of publicly funded face-to-face legal services to clients whose application has been submitted to the International Child Abduction and Contact Unit as the central authority in England and Wales for the ‘Hague Convention on the Civil Aspects of International Child Abduction’; Council Regulation (EC) No 2201/2003; and the ‘European Convention on Recognition and Enforcement of Decisions concerning the Custody of Children’ and respondents to any such applications;

“*Confirmed Peer Review*” means at the conclusion of the peer review process, following appeal and any follow-up audit;

“*Data Controller*” is a person or organisation that determines the purposes for which, and the manner in which, personal information is processed with reference to the Data Protection Act 1998;

“*Equalities Legislation*” refers to the:

- Equal Pay Act 1970;
- Sex Discrimination Act 1975;
- Race Relations Act 1976;
- Disability Discrimination Act 1995;
- Employment Rights Act 1996;
- Human Rights Act 1998;
- Sex Discrimination (Gender Recognition) Regulation 1999;
- Part Time Workers (Prevention Of Less Favorable Treatment) Regulations 2000;
- Fixed Term Employees (Prevention Of Less Favorable Treatment) Regulations 2000;
- Employment Act 2002;
- Employment Equality (Sexual Orientation) Regulations 2003;
- Employment Equality (Religion Or Belief) Regulations 2003;
- Gender Recognition Act 2004;
- Civil Partnership Act 2004;
- Equality Act 2006;
- Work And Families Act 2006;
- Employment Equality (Age) Regulations 2006; or

any other equivalent legislation in a foreign state where the Applicant Organisation employs staff or engages in business activities;

“eTendering System” means the online system that will be used to run the tender process and through which Applicant Organisations must submit tenders;

“Family Category of Law,” has the meaning defined by the Funding Code and covers both Public Law and Private Law cases;

“Individual Voluntary Arrangement” or *“IVA”* is a formal agreement between you and your creditors, to make reduced payments towards the total amount of your debt;

“Information Commissioners Office (ICO)” is an independent authority sponsored by the Ministry of Justice, to oversee the Data Protection Act, the Freedom of Information Act and the Environmental Information Regulations;

“Information for Applicants” or *“IFA”* means the document that contains information, instructions, rules, conditions of contract award and ‘Terms and Conditions’ of Tender that will govern the tender process and the other Tender Documents (PQQ and ITTs);

“International Child Abduction and Contact Unit Referral List of Specialist Solicitors” means the list of solicitors to whom the International Child Abduction and Contact Unit in the Official Solicitor’s Office will refer clients whose case has been assessed by them and meets the requirements for assistance.

“Invitation to Tender” or *“ITT”* means the specific Child Abduction Services that Applicant Organisations can tender against. For this tender process there is one ITT that can be accessed via the eTendering system;

“Key Personnel” means any person who has powers of representation, decision or control of an organisation including partners, directors and trustees;

“Mandatory Form(s)” means forms (or other documents or information) that must be submitted as part of a tender. Submission of Mandatory Forms after the deadline will mean a tender is rejected;

“Partnership Voluntary Arrangement” or *“PVA”* is a formal agreement with the partnership’s creditors to repay their debts either in full or more likely partially over a fixed period of time;

“Regulatory Bodies” means the Law Society, the Solicitors’ Regulation Authority, Bar Council, National Citizens’ Advice Bureau or the equivalent organisation in a foreign jurisdiction;

“Specialist Legal Advice” means giving legal advice where you are taking action on behalf of the clients in order to move the case forward, with the adviser taking responsibility for further action. This includes negotiation and representing the client to third parties on the telephone, by letter or face to face. This also includes providing litigation and advocacy services. It does not include triage or initial general advice;

“Tender Documents” means this IFA, the PQQ and ITT; and

“Terms and Conditions of Tender” means the provisions set out in Section 11 of this IFA.

ANNEX A – Essential Criteria

1	By 14 October 2010 the Applicant Organisation must have an Office which is a Permanent Presence in at least one of the Procurement Areas in England or Wales. Evidence of this must be provided 8 weeks prior to 14 October 2010
2	By 14 October 2010 the Applicant Organisation must be able and willing to provide face to face Child Abduction Services at all levels: <ul style="list-style-type: none"> • Legal Help; • Family Help; and • Legal Representation.
3	By 14 October 2010 the Applicant Organisation must be on the International Child Abduction and Contact Unit Referral List of Specialist Solicitors.
4	The Applicant Organisation must not have received a 'Confirmed Peer Review' rating of 4 or 5 in the Family Category of Law since 26 February 2007.
5	By 14 October 2010 the Applicant Organisation must employ a Supervisor who meets the Supervisor Standard in the Family Category of Law as set out in the Contract. Evidence of this must be provided 8 weeks prior to 14 October 2010.
6	By 14 October 2010 the Applicant Organisation must employ at least one full time equivalent (FTE) Supervisor (who meets the Supervisor Standard in the Family Category of Law as set out in the Contract and actively supervises legally aided Child Abduction Services) for every six employed FTE case workers. Evidence of this must be provided 8 weeks prior to 14 October 2010.
7	By 14 October 2010 Applicant Organisations with limited liability (unless you are a registered charity) must commit to providing an indemnity on the relevant form specified by us.

