

**INVITATION TO TENDER TO DELIVER A  
PUBLICLY FUNDED HOUSING  
POSSESSION COURT DUTY SCHEME IN  
WANDSWORTH**

**INFORMATION  
FOR  
APPLICANTS**

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

### **What are we inviting Applicant Organisations to deliver?**

The Legal Services Commission (LSC) is inviting interested parties to submit tenders to carry out face-to-face publicly funded legal advice and representation in a Housing Possession Court Duty Scheme (HPCDS) in Wandsworth County Court from 1 August 2011.

### **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 7).

### **Who may submit tenders?**

Applicant Organisation's Offices may submit tenders if they hold an LSC contract for Housing Services through one of the following routes:

- a) a 2010 Standard Civil Contract with Schedule Authorisation in the category of Housing to deliver services in at least one SWL procurement area
- b) a Unified Contract (Civil) 2007 in Family and Housing
- c) a Community Legal Advice Centre or Network contract

Where Applicant Organisations deliver Social Welfare Law Services as part of a Consortium, only those Consortium Members that directly deliver Housing Services will be eligible to tender for HPCDS work. Consortia are not permitted for the delivery of HPCDS (see Section 5).

### **What are Applicant Organisations tendering for?**

Offices within Applicant Organisations are tendering to deliver Housing advice in an individual Scheme in Wandsworth. The successful Applicant Organisation will be allocated acts of assistance for the Scheme as set out in Annex B.

We only wish to contract with one single legal entity per Scheme. Therefore, a management fee will usually not be payable for running the Scheme.

### **How do Applicant Organisations submit tenders?**

The ITT will be published on our eTendering system for Applicant Offices to submit tenders against. For tenders to be complete, a response to the Pre Qualification Questionnaire (PQQ) must also have been submitted. We will only accept tenders submitted through our eTendering system which can be accessed at [www.legalservices.bravosolution.co.uk](http://www.legalservices.bravosolution.co.uk) (see Sections 8, 9 and 10).

### **What does a completed tender consist of?**

A completed tender consists of a response to the PQQ **and** a response to the ITT (including the Mandatory Form) (see sections 8, 9 and 10).

**When can Applicant Offices submit tenders from?**

The ITT for the HPCDS outlined above opens on **13 April 2011** 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 17 May 2011**. Tenders received after this deadline will not be considered (see Section 3 for an outline of the timetable).

**How will tenders be assessed?**

Tenders will be assessed by the LSC in accordance with the process set out in Section 11.

**What happens if a tender is successful?**

If a tender is successful, we will award the Applicant Organisation an Exclusive Schedule to operate the applicable services under the terms of the 2010 Standard Civil Contract (3 year contract, which commenced on 15 November 2010 and is extendable at our option by up to a further 2 years).

## **Section 2: Services covered by this IFA**

- 2.1. This IFA covers information on the ITT for the provision of face-to-face Housing Services at court through a HPCDS in
  - Wandsworth
- 2.2. We have previously published an IFA covering the ITTs for the provision of Housing Services either in combination with Debt and Welfare Benefits Services or with Family Services (the latter combination was later quashed by the Court in *R (On the application of Law Society of England and Wales) v Legal Services Commission* [2010] All ER (D) 01 (Oct).) to clients from Providers' Offices across England and Wales. This was published on 26 February 2010 and the tender for these Services closed at 12 noon on 21 April 2010. The contracts awarded as part of this tender round came into effect from 15 November 2010.

### **Important note on the HPCDS ITT:**

- 2.3. Whilst the ITT for HPCDS is being conducted separately (and governed by a separate IFA), it is an essential requirement that each of the Applicant Organisation's Offices from which it is tendering to deliver a Scheme must hold an LSC contract to deliver publicly funded Housing Services through one of the following routes:
  - a) a 2010 Standard Civil Contract with Schedule Authorisation in the category of Housing to deliver services in at least one SWL procurement area
  - b) a Unified Contract (Civil) 2007 in Family and Housing
  - c) a Community Legal Advice Centre or Network contract
- 2.4. You will be asked to acknowledge in your response to the ITT that the above essential requirement is a condition of any award of contract to deliver any HPCDS.

## **Section 3: About this IFA**

### **Structure**

3.1. This IFA is set out into 13 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: About Housing Possession Court Duty Schemes from August 2011
- Section 7: About the volume and location of HPCDS we wish to procure
- Section 8: Overview of submitting a tender and the registration process
- Section 9: Submitting a response to the PQQ
- Section 10: How to respond to the Invitation to Tender (ITT)
- Section 11: How will tenders be assessed?
- Section 12: Terms and Conditions of tender
- Section 13: Definitions

3.2. In addition there are two supporting Annexes:

- Annex A      Criteria for HPCDS Services
- Annex B      Scheme details

### **Conditions of Tender and Definitions**

3.3. Section 13 explains all the definitions of phrases capitalised throughout the Tender Documents. Section 12 contains the Terms and Conditions of Tender governing this tender process; 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 continue to monitor any email addresses, which you have provided to us as part of registering onto the eTendering system. Multiple email addresses can be set up as part of registration which may be advisable to ensure that someone is available to pick up the messages sent.

### **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; and
- Questions about how to technically use the eTendering system.

### Questions about this IFA or the ITT

- 3.6. If you have any questions about the content of this IFA, the PQQ or the ITT, you may submit them up until **12 noon on 3 May 2011** (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 10 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 on the civil tender pages of our website in a 'HPCDS Frequently Asked Questions (FAQ)' document by 10 May 2011.

### Questions about how to use the eTendering system

- 3.9. 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.
- 3.10. Questions must be emailed to the following email address: [lscsupport@bravosolution.co.uk](mailto:lscsupport@bravosolution.co.uk). Alternatively, the telephone number for the Helpdesk is 0203 3496610 (charged at a local rate from any national destination).
- 3.11. 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 and will not be able to guarantee a response.

### Timelines

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

<b>Activity</b>	<b>Timescale</b>
PQQ and Invitations to tender for HPCDS are opened and available via the LSC's eTender portal	13 April 2011
Final date to submit questions about this IFA and the ITTs	12 noon 3 May 2011
'Frequently Asked Questions' document to be published	10 May 2011
Deadline for submission of tenders (response to the PQQ and relevant ITT(s))	12 noon on 17 May 2011
Applicants Organisations notified of outcome of tender process	24 June 2011
Deadline for submission of appeals	8 July 2011
Notification of decision on appeal regarding the Selection Criteria	15 July 2011
Schedules issued to successful Applicant Organisation	July 2011
<b>Contract start date</b>	<b>1 August 2011</b>

**Section 4: Documents related to this IFA**

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

<b>NAME</b>	<b>Description</b>	<b>Location</b>
<b>Information for Applicants (IFA)</b>	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: <a href="http://www.legalservices.gov.uk">www.legalservices.gov.uk</a> (CLS > Tenders > Civil contracts for 2010 > Social Welfare Law and Family)
<b>Pre Qualification Questionnaire*</b>	Includes: 1) Series of questions 2) Applicant Organisation Information Form (Private Sector of NfP); and  If applying for the SQM as part of the PQQ:  3) QM1 Form 4) Request to provide office manual	PQQ pages on the eTendering portal: <a href="http://www.legalservices.bravosolution.co.uk">www.legalservices.bravosolution.co.uk</a>  (please note that the Applicant Information Form and QM1 Form can be found in the 'Buyer Attachments' link once in the PQQ)
<b>Invitation to Tender (ITT):</b>	Includes: (1) Essential Criteria and, information and Selection Criteria  (2) Additional Information Form (Mandatory form)	ITT pages on the eTendering portal: <a href="http://www.legalservices.bravosolution.co.uk">www.legalservices.bravosolution.co.uk</a>  (Please note that the Additional Information Form can be found in the 'Buyer Attachments' link once in the relevant ITT)

\*If you have previously submitted and passed a PQQ for an LSC 2010 Standard Civil Contract you do not need to submit a new PQQ for this tender. However, you must confirm in the tender response that you have previously submitted and passed a PQQ.

**Supporting documents-** contract documents, additional supporting guidance and information

<b>Name</b>	<b>Description</b>	<b>Location</b>
2010 Standard Civil Contract	All Contract documentation including: Contract for Signature Standard Terms Schedule Specification (including Payment Annex)	LSC website pathway <a href="http://www.legalservices.gov.uk">www.legalservices.gov.uk</a> (CLS > Civil contracts > 2010 Standard Civil Contract)
Tender FAQ document	Questions and answers of wider interest to Applicant Organisations	LSC website pathway: <a href="http://www.legalservices.gov.uk">www.legalservices.gov.uk</a> (CLS > Tenders > Civil contracts for 2010 > Social Welfare Law and Family)
eTendering guidance	Guidance on how to use the eTendering system including: (1) eTendering online training (2) eTendering Supplier Guide (3) eTendering Technical FAQ	“Technical Support and Guidance” section on the eTendering portal: <a href="http://www.legalservices.bravosolution.co.uk">www.legalservices.bravosolution.co.uk</a>  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.

## **Section 5: About the Legal Services Commission and legal aid**

### **About the LSC**

- 5.1 The Legal Services Commission (the 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 known as Community Legal Advice Centres and Networks in a number of areas.
- 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. More information can be found at [www.legalservices.gov.uk](http://www.legalservices.gov.uk) (CLS > Quality and Performance > Quality Mark > Specialist Help).
- 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](http://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](http://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 civil, three known collectively as Controlled Work and a fourth covering Licensed Work.

## **Controlled Work**

- 5.14 The three Levels of Service in Controlled Work cover basic levels of advice and assistance (and some representation before tribunals):
- Legal Help
  - Help at Court
  - Controlled Legal Representation (CLR) which is limited representation before:
    - o A Mental Health Tribunal
    - o An Asylum and Immigration Tribunal (including appeals).
- 5.15 A minimum and maximum number of Controlled Work cases (known as Matter Starts) are allocated to a Provider who may then assist 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 Licensed Work covers all representation other than CLR (and excluding high cost cases which are managed through specialist contracts). The Contract operates as a license for Providers to undertake Licensed Work (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 work are then set which may be varied on application by the Provider on behalf of the Client.
- 5.18 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.
- 5.19 Payment for Licensed Work is assessed by either the court or the LSC and is paid on the basis of individual claims submitted by Providers.

## **Work done under exclusive arrangements**

- 5.20 In addition to our mainstream services we run a number of additional civil legal aid services under exclusive arrangements. This includes services such as Immigration Services in Immigration Removal Centres and Housing Possession Court Duty Schemes. The latter are the subject of this IFA.

## **2010 Standard Civil Contract**

- 5.21 The new civil contracts for the delivery of face-to-face civil legal aid advice, other than for family and family and housing (see below) came into effect on 15 November 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. For the avoidance of doubt the HPCDS Exclusive Schedule awarded will run for the length of the Standard Civil Contract 2010 held and will expire when the contract expires (see 5.27 below if you hold a Unified Contract).
- 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 includes all Services that the Applicant Organisation can deliver from 15 November 2010.
- 5.23 All Services (including staff, premises etc.) must have commenced on 15 November 2010. 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.

#### **Extension to the Unified Contract (Civil) 2007**

5.25 The Unified Contract (Civil) 2007 has been extended until midnight on 30 November 2011 for those Providers who currently deliver 'family only' and 'family and housing' publicly funded legal services.

5.26 The extension for 'family and housing' publicly funded legal services only applies to those Providers who:

(i) previously provided services in the Housing Category of Law under the Unified Contract (Civil) 2007 (i.e. had an allocation of new matter starts in Housing);

(ii) also provided services in the Family Category of Law under that Contract; and

(iii) have not been successful in obtaining a 2010 Standard Civil Contract covering Housing in the recent tender for Social Welfare Law services.

5.27 If an Applicant is awarded a Housing Possession Court Duty Scheme Exclusive Schedule and holds a Unified Contract for Housing Services then the Exclusive Schedule may be subject to revision after 30 November 2011, following any tender for Family and Housing services.

#### **Who we will contract with**

5.28 As part of this tender process we request that Applicant Organisations complete 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.

5.29 If an Applicant Organisation has previously submitted and passed a PQQ for an LSC 2010 Standard Civil Contract they do not need to submit a new PQQ for this tender. However, Applicant Organisations in this position must confirm in their tender response that they have previously submitted and passed a PQQ.

#### **Legal Status of Applicants, subcontracting and delegation to providers to act as agents**

5.30 We will only contract with one single legal entity to provide each Scheme.

5.31 This will mean that the single entity will be responsible for ensuring the performance of the Provider's obligations under the contract and that a Client's retainer will always be with the single entity.

5.32 Consortia are not permitted for the delivery of HPCDS. Where Applicant Organisations deliver Social Welfare Law Services as part of a consortium, only those consortium members that directly deliver Housing Services will be eligible to tender for HPCDS work.

5.33 We will not accept subcontracting arrangements such as where you pay another organisation to deliver part of the service. For example where a scheme covers two

courts we would not permit one organisation to subcontract with another to cover one of the courts in its entirety.

5.34 However, as set out in 10.50 of the Specification organisations may delegate provision of the Service to Agents. For the purposes of the Scheme an Agent is an individual caseworker not employed by you used in the provision of the Scheme.

5.35 Applicant Organisations intending to use Agents should familiarise themselves with the relevant clauses in the 2010 Standard Civil Contract on using Agents. In particular, as the delegation, will, of necessity be of the entire Matter because the Schemes cover one off advice at Court the conditions in 2.8 of the 2010 Standard Civil Contract Specification must be satisfied. This means that:

- a. The Agent's work is subject to your supervision
- b. The Agent works solely or mainly for you
- c. The Agent is integrated into your processes, including Data Protection and Equal Opportunities, and is shown in your management structure
- d. The Agent's work is covered by your insurance
- e. You retain responsibility for each Matter or case undertaken by the Agent
- f. Matters and cases undertaken by the Agent are not referred to a separate organisation.

However, for work under the HPCDS only we will dis-apply clause b).

5.36 Where an Applicant Organisation specifies the use of Agents in its tender, it will form part of the HPCDS Schedule. Clause 2.8 b) will be dis-applied as part of the Schedule Authorisation. Only those authorised by the Schedule to use Agents will be able to do so.

## **TUPE**

5.37 The LSC does not consider that TUPE will apply in most instances to the termination of current contracts and the re-awarding of Civil Standard 2010 Contracts following this tender process.

5.38 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 a identifiable transfer from a particular outgoing Provider to a particular incoming Provider.

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

## **Section 6: About Housing Possession Court Duty Schemes from August 2011**

- 6.1 This section describes the specific requirements that apply to the HPCDS we wish to procure.
- 6.2 The rules governing how HPCDS should be delivered are set out in section 10 of the 2010 Standard Civil Contract Specification (10.31 – 10.70).
- 6.3. 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 term of the contract and you should read the contract to understand the full extent of your obligations should you be awarded a contract.
- 6.4. In addition to the minimum requirements covered by the Essential Criteria, we have additional preferences (known in the ITT as Selection Criteria), which we will use to choose between Applicant Organisations where there is competition for the Scheme.
- 6.5. Where we are unable to identify a successful bidder after the Selection Criteria has been applied we will use a tiebreak based on the information provided in the Additional Information Form (Mandatory Form).
- 6.6. Further background information on our policy behind the Housing Possession Court Duty Schemes 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>.

### **Housing Possession Court Duty Scheme Exclusive Schedule**

- 6.7. Paragraph 10.31 of the Standard Civil Contract Specification confirms that Contract Work delivered at court under a HPCDS is subject to Exclusive Schedule Arrangements. This means that only Applicant Organisations (including where relevant any Agents they delegate the provision of the service to) successful in this tender process and who are awarded a HPCDS Exclusive Schedule will be permitted to undertake this type of work from 1 August 2011.

### **Operating a HPCDS**

- 6.8. HPCDS provide clients with access to advice by ensuring that regular arrangements are in place at the court to assist clients who are at immediate risk of losing their home due to possession proceedings.
- 6.9. Organisations will be required to work with the court to set up the Scheme to ensure access to the services for clients at the appropriate times. In addition organisations will need to liaise with the Court to ensure they are visible and have the necessary space within the court building to deliver the Scheme.
- 6.10. Organisations must ensure they are notified of, or take steps to keep apprised of, any changes to court schedules and changes to the times/sessions/days of the Schemes.
- 6.11. Organisations (including where relevant, Agents they delegate the provision of the service to) must have the capacity to have at least one Appropriate Adviser present at each relevant session the court runs, both regular and ad hoc. All advisers

providing Services must be supervised by a Supervisor who meets the Housing Supervisor Standard set out in the contract.

- 6.12. Organisations must employ a Housing Supervisor to oversee the Scheme (this requirement cannot be delegated). This Supervisor must ensure effective systems of supervision are in place to run the Scheme and that experienced advisers are present at the court when the Scheme is required.
- 6.13. When an individual comes to court, Court Services staff should direct them to the Housing Possession Duty Scheme desk where the client can talk to the adviser about their case and obtain advice. That adviser will represent the client in court and provide follow up advice after the hearing explaining the outcome and the options available to the client.
- 6.14. Where it is appropriate in the circumstances the adviser may also assist clients to liaise with third parties, for example negotiation payments with landlords or lenders, or with payment plans.
- 6.15. After the hearing, the adviser must write up the advice given and outcome of the Proceedings, and any follow up work required, and give this to the client for their information.
- 6.16. If a client requires further assistance on either their possession case or on another matter (e.g. debt, benefits, disrepair) and the Provider is able to provide these services then we would expect them to do so (under their Contract where the client is eligible under means and merits tests and you have Matter Starts in the relevant Category of Law. NB see 6.31 on Matter Start boundaries).
- 6.17. Where Providers are not able to perform the required follow up work they must refer the client to an organisation that will be able to provide the necessary help (i.e. an alternative face-to-face Provider that holds the SQM in the relevant Category of Law, or Community Legal Advice or other telephone advice services where this is appropriate or acceptable for the client in the circumstances of the case).
- 6.18. The Services under a Scheme are available to clients who have a hearing listed on a particular court day irrespective of eligibility under our usual means and merits tests. Organisations must provide assistance to any client who during the day their case is listed requests Services under a Scheme.
- 6.19. The number of clients requiring assistance at court is variable and there may be times when the throughput of clients is higher or lower than normally expected. Organisations must ensure that they have sufficient advisers available to deliver the services as required, both in terms of the sessions listed by the court and the number of clients requesting assistance.

### **Payment**

- 6.20. The rules regarding remuneration for HPCDS work are set out in 10.34 – 10.38 of the Civil Specification.
- 6.21. The Housing Possession Court Duty Scheme is Controlled Work. Payment will be monthly in arrears for work done. Payment will be made separately from the Standard Monthly Payment for other Controlled Work.

- 6.22. We will pay Organisations for HPCDS Controlled Work properly carried out in accordance with the contract through a standard fee scheme. Section 6 of the Payment Annex to the Civil Specification sets out the rates payable.
- 6.23. There will normally be no management fees payable for the running of the Schemes, regardless of whether a Scheme is delivered through Agents.
- 6.24. The rate is payable per Client and covers all work for a Client under the Scheme (including e.g. advice, representation, advice in writing) so that no additional payments will be made. There are no additional payments for travel or waiting.
- 6.25. Additionally if, in any Housing Possession Court Duty Scheme session, no work has been performed for Clients we will pay on the basis that one Client was seen during the session.
- 6.26. For the purpose of the Scheme, "session" means either a morning or afternoon period when the court is in session. Consequently, a court can list a maximum of two sessions per day e.g. 10am – 12 noon and 2pm – 4pm. However, there must be a clear break between sessions listed on the same day for two payments to be claimed. Where the court lists a full day session e.g. from 10am – 4pm without a clear break, only one payment can be claimed for this full day session.

### **Reporting**

- 6.27. The rules regarding reporting HPCDS work are set out in 10.41 and 10.61-10.64 of the Civil Specification.
- 6.28. Reporting of work done will be separate from reporting for other Controlled Work. Payment will be triggered by our receipt of correctly completed monthly monitoring forms on or before their respective due date.
- 6.29. In addition to the requirements to keep records under Clause 8 of the Standard Terms, Providers must keep a central record of Clients seen under the Scheme.
- 6.30. Although eligibility does not depend on the client's financial situation, we do require a short means assessment questionnaire to be carried out for each client seen. This is to let us know how many clients would be eligible for the Scheme if there were a means test, and to measure the impact a means test might have.

### **Matter Start boundaries**

- 6.31. If Organisations provide Services at Court and, within six months of doing so, subsequently open a new Housing Matter Start in relation to the same case then they cannot claim any payment for providing the Services at Court. However, as stated in 3.12 (ii) of the Civil Specification they may include the time spent under the Housing Possession Court Duty Scheme within their claim for the Legal Help Matter Start.

### **Start Date**

- 6.32. Successful Applicant Organisations must be able to commence delivering the Scheme from the HPCDS Exclusive Schedule start date of 1 August 2011.
- 6.33. Where any conditions of contract award (including any evidence required by the Essential Criteria) are not met, it will entitle us to reject a tender, 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)**

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

6.35. Essential requirements from 1 August 2011 are:

- The Applicant Organisation's Office tendering to deliver a HPCDS must
  - hold a 2010 Standard Civil Contract with Schedule Authorisation in the category of Housing to deliver services in at least one SWL procurement area; **or**
  - hold a Unified Contract (Civil) in Family and Housing; **or**
  - hold a Community Legal Advice Centre or Network contract.
- Must employ a Housing Supervisor who will oversee and take responsibility for the running of the Scheme.
- Must employ at least one full time equivalent (FTE) Supervisor for every six FTE caseworkers.
- Must be able to deliver advice under the Scheme at all sessions listed on and after 1 August 2011.
- Must undertake to liaise with the relevant court to ensure that the service is in place and ready to commence by 1 August 2011.
- Must cover all sessions that the court lists and provide services to any client who requests to see an adviser.
- Must staff the Scheme with experienced housing advisers who, in their course of work, conduct a minimum of 12 hours of ongoing housing casework per week.

6.36. 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 or director of the Applicant Organisation.

#### *Supervisor Standard*

6.37. All references to requirements for Supervisors mean an individual who meets the Supervisor Standard in the Housing Category of Law. These requirements are set out in Sections 2 and 10 of the Standard Civil Contract Specification.

### **Selection Criteria**

6.38. In addition to the minimum requirements covered by the Essential Criteria, we have additional preferences (known in the ITT as Selection Criteria), which we will use to choose between Applicant Organisations where there is competition for the Scheme.

6.39. If an Applicant Organisation is awarded a contract on the basis of Selection Criteria, these preferences will become obligations in the contract, which the Applicant Organisation will be required to maintain. For the detailed wording on each of the Selection Criteria, please refer to Annex A.

6.40. Requirements from 1 August 2011 include:

- Preference for those Applicant Organisations whose Office is more closely located to the court in the Scheme.
- Preference for those Applicant Organisations who have access to advice in Debt and Welfare Benefits from the Office tendering to deliver the Scheme.
- A greater level of confidence of delivery by having experience of delivering HPCDS services since 13 April 2010.
- A greater level of confidence of delivery by having experience of managing a HPCDS since 13 April 2010.
- A greater level of confidence of delivery by having to recruit fewer caseworkers to deliver the Scheme tendered for.

6.41. Where you are required to provide information on experience of delivering services, this relates to work undertaken under other funding as well as under LSC funding. This is experience held specifically by the Applicant Organisation's Office that will be delivering the Scheme and does not include experience of any Agents that will be used.

*Closeness of Office to Scheme*

6.42. This Selection Criterion will be measured through which SWL Procurement Area the Office is based in relative to the Procurement Area(s) that the court(s) is located in. Annex B sets out the SWL Procurement Area this Scheme is based in as well as the bordering Procurement Areas.

*Authorised Litigators*

6.43. Preference will be given to Applicant Organisations that will employ an Authorised Litigator based and regularly working from the Office delivering the Scheme.

*Supervision*

6.44. Preference will be given to Applicant Organisation Offices whose Supervisor overseeing the Scheme is available for a greater period of time.

**Tiebreak**

6.45. As we only wish to contract with one Provider per Scheme we will apply a tiebreak where bids are tied after the Selection Criteria has been applied.

6.46. The tiebreak will look at an Applicant Organisation's ability to operate a sustainable Scheme that has the flexibility and capacity to deliver advice under the Scheme and in particular to deal with fluctuations in demand for the services. See Annex A for more detail.

6.47. We reserve the right to invite Applicant Organisations that have reached the tie break stage to interview if we feel it is necessary to help us distinguish between bids.

**Section 7: About the volume and location of HPCDS we wish to procure**

7.1. We will invite tenders to deliver Housing Possession Court Duty Scheme (HPCDS) Services as follows:

<b>ITT</b>	<b>Scheme</b>
Medium	Wandsworth

7.2. The HPCDS is allocated a number of acts of assistance that can be delivered through the Scheme. The Scheme will be able to see up to 10% more clients ('the buffer') than their allocated acts of assistance before they must come back to us for permission to see more Clients.

7.3. This allocation is based on the number of acts of assistance delivered by the Scheme Provider between January and December 2009 except:

- a. where we are funding a new Scheme we have based the allocation on the national average of usage
- b. where the previous level of service usage has been below that which we would expect, we have increased the acts of assistance available to allow contracts for sustainable Schemes to be let.

7.4. Annex B provides the acts of assistance allocated to this Scheme.

## **Section 8: Overview of submitting a tender and the registration process**

### **Introduction**

- 8.1. This section covers how Applicant Offices must submit a compliant tender and how to use the eTendering system to do so.
- 8.2. A completed tender will consist of a response to both a PQQ and an ITT, this requires:
- 1) **PQQ**
    - Response to the questions
    - Response to the Applicant Information Form (non-mandatory);

**and**

  - 2) **ITT**
    - Response to the questions; and
    - Response to the Additional Information Form for the Scheme (Mandatory Form).

### **Mandatory Forms and non-mandatory forms**

- 8.3. The Additional Information Form is a standalone Mandatory Form, which must be submitted with the ITT in order for a tender to be completed.
- 8.4. Supervisor Declaration Forms are not being asked for as part of this tender.
- 8.5. Where any conditions of contract award (including any evidence required by the Essential Criteria) are not met, it will entitle us to reject a tender, 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**

- 8.6. ETendering 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.
- 8.7. ETendering 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.

## **Steps to submitting a tender**

8.8. Below we provide an overview of the steps that an Applicant Organisation must follow in order to tender to deliver HPCDS work.

### **Registration**

8.9. The first step Applicant Organisations must undertake is to register on the eTendering system in order to access and respond to the PQQ and ITT. Applicant Organisations may have already registered on the eTendering system as part of responding to another of the LSC's Invitations to Tender. You do not need to register again to access the PQQ or the ITT covered by this IFA.

### **PQQ and ITTs**

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

8.11. Use the eTendering system to prepare a single response to the ITT. Each response to the ITT will consist of the following:

#### *PQQ and ITT Declaration*

You must confirm that the PQQ is up to date and certify that your response to the ITT is accurate.

#### *Essential Criteria*

You must prepare a single organisational response to the Essential Criteria and you must warrant that each Office you are tendering from meets the Essential Criteria.

#### *Information*

You must respond to the questions asking for reference information about the Office that will deliver the Scheme.

#### *Selection Criteria*

For each Office from which you are tendering to deliver the Scheme you will also need to complete your response to the Selection Criteria questions.

#### *Additional Information Form*

You must respond to each of the questions in the Additional Information Form.

8.12. Once you have completed your response you must ensure you submit it.

## **Section 9: Submitting a tender response to the PQQ**

### **Introduction**

- 9.1. You must as part of your response to the ITT submit a response to the PQQ on the eTendering system.
- 9.2. You may though have already completed and submitted a response to the PQQ as part of responding to another LSC ITT.
- 9.3. 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 submitted 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. If you need to amend your previous PQQ response you must do so and re-submit it.
- 9.4. As part of your response to the ITT, 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.
- 9.5. In relation to this tender process, at **12 noon on 17 May 2011**, we will extract your response to the PQQ held on the eTendering system. We will assess on the basis of the latest information in the response to the PQQ submitted to us before this closing time and date.

### **Pre Qualification Questionnaire (PQQ)**

- 9.6. 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.
- 9.7. 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)
- 9.8. A full version of the PQQ can be found on the eTendering system through the 'PQQs open to all suppliers' link.
- 9.9. 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 a mandatory grounds for failing the PQQ.
- 9.10. 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.
- 9.11. It is the Applicant Organisation's responsibility to ensure that it makes full use of this opportunity 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.
- 9.12. 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 will not be considered.
- 9.13. 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.
- 9.14. The PQQ also asks for information about financial sustainability and equalities 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.
- 9.15. Therefore we do encourage you to complete and attach the Applicant 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.

## **Section 10: How to respond to the Invitation to Tender (ITT)**

- 10.1. This section covers how to submit an ITT.
- 10.2. Applicant Offices should select the ITT that they would like to view 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?**

- 10.3. The ITT comprises of the following sections:
  - Response to the questions in the Technical Envelope (Declarations, Essential Criteria, Information and Selection Criteria); and
  - Response to the Additional Information Form (further information required about the tender).

### **Technical Envelope**

#### *Declaration*

- 10.4. The first section covers declarations, the Applicant Organisation should respond to this once all other information in the ITT has been completed to certify that they have completed and submitted a PQQ containing accurate information and that the response provided to the ITT is accurate and up to date.

#### *Essential Criteria*

- 10.5. The next section of the ITT sets out the Essential Criteria. Questions in this section will seek confirmation that the Applicant Organisation meets the minimum service requirements to be considered for the award of an Exclusive Schedule to deliver HPCDS work. (see Annex A for a list of Essential Criteria we will apply in this ITT).
- 10.6. Where any conditions of contract award (including any evidence required by the Essential Criteria) are not met the Applicant Organisation may have its tenders rejected and/or any schedule awarded may be terminated.

#### *Information*

- 10.7. The information that the Applicant is required to complete to support the tender covers: the address of the Office that will deliver the Scheme; details of the Procurement Area in which that Office holds an LSC contract for Housing Services; the name of the Supervisor responsible for overseeing the Scheme, and whether Agents will be used in the delivery of the Scheme.

#### *Selection Criteria*

- 10.8. The Selection Criteria apply at individual Office level. You will need to respond separately to the Selection Criteria based on how each individual Office that you are tendering to deliver the Scheme from meets the criteria. Selection Criteria are not all equally weighted and you must review Annex A which contains the scoring mechanisms for the Selection Criteria.

### *Additional Information Form*

10.9. Applicant Organisations must complete and upload this form as part of their response to the ITT. There is a facility in the left hand side of the screen (Buyer Attachments) to download the Tender Form.

10.10. This is a Mandatory Form that requests further details around the delivery plans for the Scheme that the Applicant Organisation is tendering to deliver. The information provided will be assessed in the event that bids are tied following the assessment of the Selection Criteria. Not all areas asked about will be equally weighted and you should review Annex A for an indication of our preferences and scoring.

### **How to submit your response**

10.11. Once you have completed all the questions on the technical response and uploaded the relevant documents, you should click 'submit' to submit your response.

### **What happens once a response is submitted?**

10.12. 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.

10.13. Applicant Organisations can therefore amend and resubmit their responses to the ITT up until the closing date for tenders to be submitted.

10.14. Responses will be automatically acknowledged when they are submitted for the first time, this does not guarantee that the tender is compliant only that a response has been received. There will be no acknowledgement of resubmitted responses where Applicant Organisations amend and republish their response to the ITT. We will assess the latest submitted response.

## **Section 11: How will tenders be assessed**

### **Opening Procedure**

- 11.1. 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 the same ITT will be opened at the same time (parallel opening) to ensure fairness.

### **PQQ**

- 11.2. The PQQ consists of a series of yes/no questions that are designed to test compliance with our requirements.
- 11.3. We expect all Applicant Organisations to confirm compliance with all our PQQ requirements. If an Applicant Organisation fails the PQQ then it will not be considered further and its tender will be unsuccessful.
- 11.4. At 12 noon on 17 May 2011, 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**

- 11.5. The Essential Criteria reflect the minimum service requirements that each Office delivering the Scheme tendered for must meet.
- 11.6. All Essential Criteria will be assessed on the basis of pass or fail and any Applicant Office unable to confirm that they meet all our requirements will have their tender assessed as unsuccessful.
- 11.7. As we only want one Provider to deliver the Scheme, if after the assessment of the Essential Criteria more than one Applicant Office is successful, we will go on to assess the Selection Criteria.

### **Selection Criteria**

- 11.8. Set out in Annex A is an outline of the Selection Criteria for this ITT and how it will be scored. Each answer to a question is allocated a certain number of points. A higher number of points will be awarded to those Offices tendering to deliver the Scheme that demonstrate a better fit with our requirements.
- 11.9. For each Scheme we will total up the points awarded to each Applicant Organisation's Office tendering to deliver the Scheme. Bids from each Office will then be ranked against each other. The higher the number of total points awarded, the higher the ranking. The Office ranked the highest will be awarded the Scheme.
- 11.10. Where we are unable to distinguish between bids from competing Offices because they are tied on the same score, we will go on to consider the information submitted by those Applicant tied in their response to the Additional Information Form.

## **Additional Information Form**

11.11. This form provides further information about an Applicant Organisation Office's plans to deliver the HPCDS tendered for. An indication of the maximum number of points for each section and our preferences is set out at Annex A. The Applicant Organisation Office that scores the most points on assessment of the information provided will be awarded the Scheme.

## **Appeal rights**

11.12. A completed tender will consist of (1) a response to the PQQ **and** (2) a response to an ITT (including the Mandatory Form) submitted prior to the deadline of **12 noon on 17 May 2011**.

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

11.14. There will be no right of appeal against a decision to reject a tender if it is incomplete, if it is not submitted through the eTendering system, or if a tender is received after **12 noon on 17 May 2011** (or after any deadline set by a request for clarification or further information) or is not received by the LSC at all.

11.15. There will also be no right of appeal against decisions made in assessing the tiebreak questions.

11.16. 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;
- (iii) where, following the assessment of the Selection Criteria, a tender is unsuccessful because it ranks lower than other tenders and is subsequently not awarded a schedule;
- (iv) where the Applicant Organisation does not comply with paragraph 12.2 *and* a notice that the tender is unsuccessful stipulates a right of appeal.

## *Submitting appeals*

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

11.18. 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.

11.19. There will be no further right of appeal.

## Section 12: Terms and Conditions of tender

- 12.1. The Applicant Organisation's participation in the tendering exercise for HPCDS covered by the 2010 Standard Civil Contract is 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.
- 12.2. 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.
- 12.3. A tender must be submitted by **12 noon on 17 May 2011** ("the deadline"). For the purposes of this deadline, it is understood that the time on the eTendering System shall be the definitive time.
- 12.4. Any reference to 'tender' includes any part of a tender.
- 12.5. 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.
- 12.6. 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 Organisation attracting clients, and is subject to amendment under the terms of the Contract.
- 12.7. All tenders and appeals must be submitted on the eTendering System at [www.legalservices.bravosolution.co.uk](http://www.legalservices.bravosolution.co.uk). A tender or appeal submitted in any other form, or by any other method, will not be considered.
- 12.8. 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 the ITT (including the Mandatory Form).
- 12.9. The Applicant Organisation must not amend or alter any document comprising part of the tender after the deadline.
- 12.10. After the deadline any information or documents submitted in response to a request for clarification or further information (in accordance with paragraph 12.26) will also form part of the Applicant Organisation's tender.
- 12.11. In the event of any conflict between the information, answers or documents submitted as part of a tender, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant Organisation.

- 12.12. It is the responsibility of Applicant Organisation to make sure that a tender is fully and accurately completed (including any Mandatory Forms). The LSC is under no obligation to contact the Applicant Organisation to clarify its tender or to obtain missing information or Mandatory Forms.
- 12.13. 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.
- 12.14. 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.
- 12.15. The Applicant Organisation must reply to all relevant questions in order to respond to the PQQ and the 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).
- 12.16. The Applicant Organisation must not submit a tender which contains any information which the Applicant Organisation knows to be, or has reason 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 or entitle the LSC to terminate the Contract pursuant to Clause 25 of the Standard Terms.
- 12.17. If, because an Application Organisation has registered more than once on the LSC eTendering system or, for any other reason, more than one response to the 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.
- 12.18. The Applicant Organisation may amend and re-submit their response to the PQQ and/or 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.
- 12.19. The person who submits a tender must be a member of the Applicant Organisation's Key Personnel with appropriate authority to submit a tender for the Applicant Organisation.
- 12.20. 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.
- 12.21. A tender will be unsuccessful where, following assessment, the Applicant Organisation:
- (i) does not pass the PQQ; or
  - (ii) does not pass the Essential Criteria;

and/or

- (iii) has its tender ranked lower than other tenders following assessment of the Selection Criteria; or
- (iv) is assessed below another Applicant Organisations in the tiebreaker.

12.22. 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 12.25, any notices of amendment etc will be published on the LSC website tender pages (CLS > Tenders > Civil 2010 Contracts > Social Welfare Law and Family) and sent by email to all Applicant Organisations that have expressed an interest in the ITT.

12.23. A submitted tender from an Applicant Organisation, 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 12.22 above, may be rejected or unsuccessful.

12.24. Any communications about the Tender Documents will be given by notice published on the LSC website tender pages (CLS > Tenders > Civil 2010 Contracts > Social Welfare Law and Family) and sent via the message board to all Applicant Organisations that have expressed an interest in the PQQ or ITT.

12.25. After the deadline, notices (pursuant to paragraph 12.22) relating to the 2010 Standard Civil Contract will be published on the LSC tender pages of website (CLS > Tenders > Civil 2010 Contracts > Social Welfare Law and Family) only.

12.26. Should the LSC, at any time during the tender process, request the Applicant Organisation to give 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.

12.27. 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).

12.28. 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.

12.29. The Applicant Organisation agrees to keep any tender valid and capable of acceptance by the LSC up to the 1 August 2011 (Contract start date).

12.30. The right of appeal for an unsuccessful Applicant Organisation is limited to that set out in Section 11.

- 12.31. 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.
- 12.32. All intellectual property rights in the Tender Documents and any associated documents are and shall remain the LSC's property.
- 12.33. 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.
- 12.34. All information supplied by the LSC to the Applicant Organisation or potential applicants, including that within the Tender Documents, is subject to that Applicant Organisation's own due diligence. The LSC accepts no liability to the Applicant Organisation or potential applicants whatsoever resulting from the use of the Tender Documents, or any omissions from or deficiencies in them.
- 12.35. Without prejudice to any warranties given, the rules, instructions, conditions of contract award and Terms and Conditions of Tender contained in this 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.
- 12.36. If an Applicant Organisation changes its status or any material element of its tender including management or Key Personnel prior to the Contract start date, the LSC must be informed of this as soon as possible in writing. The LSC reserve the right (depending on the nature and effect of the change in status) to request the new Applicant Organisation (post-change) to submit a fresh tender, reject a tender, 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.
- 12.37. The Applicant Organisation must not, and must ensure that its employees, partners, directors, Key Personnel and agents must not;
- i. canvass any officers, employees, agents or advisers of the LSC in connection with this tender process; or
  - ii. 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.
- 12.38. The Applicant Organisation must not enter into any agreement or arrangement with any other person or organisation about whether it 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.
- 12.39. Nothing in these Terms and Conditions prevents the Applicant Organisation from approaching or recruiting employees or agents (in accordance with the terms of the Contract) to undertake work covered by this tender process on behalf of the Applicant Organisation.

12.40. 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 by the date requested 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***

12.41. 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.

12.42. 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. The LSC can only withhold information where it is covered by a valid exemption as set out in the FOIA.

12.43. 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 consider 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.

12.44. 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.

12.45. 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.

12.46. 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").

12.47. 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 of any Contract subsequently awarded.

12.48. 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 the 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. (b) otherwise fully complied with all of its obligations under the Data Protection Regulations, in order to disclose to the LSC the Personal Data, and allow LSC to carry out the tender process. The Applicant Organisation shall immediately notify the LSC if any of the consents is revoked or changed in any way which impacts on the LSC's rights or obligations in relation to such Personal Data.

### **Section 13: 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;

References to 'tender' include any part of a tender;

*"Applicant Organisation"* means a single legal entity tendering to deliver a HPCDS;

*"Appropriate Adviser"* means a Specialist Housing caseworker who, in the course of their work, conducts at least 12 hours of supervised Housing casework per week;

*"Authorised Litigator"* means a solicitor or other authorised litigator as defined in Section 119 of the Courts and Legal Services Act 1990. An authorised litigator, as defined by the Act, is "any person (including a solicitor) who has a right to conduct litigation granted by an authorised body." An authorised litigator's role is primarily to issue proceedings and apply for a funding certificate for Legal Representation, and then to conduct the litigation. Without an authorised litigator, a provider organisation will not be able to provide the full range of services up to full Legal Representation for their clients.

*"Category of Law"* means as defined in the Funding Code;

*"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 Favourable Treatment) Regulations 2000;
- Fixed Term Employees (Prevention Of Less Favourable 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;

*“HPCDS Services”* means publicly funded face-to-face advice and representation delivered under a formal Housing Possession Court Duty Scheme;

*“Individual Voluntary Arrangement”* or *“IVA”* or 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 (ITTs);

*“Invitation to Tender”* or *“ITT”* means the specific SWL Services that Applicant Organisations can tender against. For this tender process there is one ITT which 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. Omission of a Mandatory Form from a tender response or submission of a Mandatory Form after the deadline will mean a tender is rejected;

*“Scheme”* means a formal Housing Possession Court Duty Scheme;

*“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;

*“SWL Services”* or *‘Services’* means face-to-face advice (and where appropriate representation) to Clients. It does not include triage or initial general advice.

*“Tender Documents”* means this IFA and the ITT including any attachments or Mandatory Forms.

*“Terms and Conditions of Tender”* means the provisions set out in Section 12 of this IFA.

## Annex A - Criteria for HPCDS

### Essential Criteria

#### **CRITERIA 1**

Each of the Applicant Organisation's Offices from which it is tendering to deliver the Scheme must hold an LSC contract to deliver publicly funded Housing Services. It will be a condition of any award of a schedule to deliver HPCDS work that an Applicant Organisation holds an LSC contract to deliver publicly funded Housing Services.

#### **CRITERIA 2**

By 1 August 2011, the Applicant Organisation must employ a Housing Supervisor (who meets the Supervisor Standard) who will oversee the Applicant Organisation's running of the Housing Possession Court Duty Scheme.

#### **CRITERIA 3**

By 1 August 2011, the Applicant Organisation must employ at least one full time equivalent (FTE) Supervisor (who meets the Housing Supervisor Standard and actively supervises legally aided Housing Services) for every six employed FTE Caseworkers.

#### **CRITERIA 4**

The Applicant Organisation must commit to deliver HPCDS Services at all sessions listed for the Scheme on and after 1 August 2011.

#### **CRITERIA 5**

If awarded the Scheme, the Applicant Organisation must commit to liaising with the relevant court to ensure that the HPCDS Services are in place and ready to commence by 1 August 2011.

#### **CRITERIA 6**

If awarded the Scheme, the Applicant Organisation must cover all sessions that the court lists and provide HPCDS Services to any Client at court with a Housing problem that requests to see an adviser.

#### **CRITERIA 7**

If awarded the Scheme, the Applicant Organisation must staff the scheme with Appropriate Advisers (i.e. Specialist Housing caseworkers who, in the course of their work, conduct at least 12 hours of supervised Housing casework per week).

## Selection Criteria

<b>No</b>	<b>Selection criteria</b>	<b>Scoring System</b>
1	Preference will be given to Applicant Organisations whose Office is more closely located to the court in the Scheme they are bidding for.	Marked out of 15  Office is in same or bordering Procurement Area (15 points)  Office is in any other Procurement Area within London (7 points)  Office is in any other Procurement Area (0 points)
2	Preference will be given to the Applicant Organisations' Offices that have better access to Debt and Welfare Benefits Services.	Marked out of 5  Office tendering for the Scheme holds an LSC contract to deliver Debt and Welfare Benefits Services either as a single legal entity or through a consortium. (5 points)  Office tendering for Scheme has established local referral links to a provider of Debt and Welfare Benefits Services (3 points)  None of the above (0 points)

3	Preference will be given to Offices who can provide us with a higher level of confidence in delivery by having experience of delivering advice through a HPCDS since 13 April 2010.	<p>Marked out of 5.</p> <p>Office tendering for scheme has provided advice and representation through a duty scheme to 70 or more clients since 13 April 2010 (5 points)</p> <p>Office tendering for scheme has provided advice and representation through a duty scheme to between 31 and 69 clients since 13 April 2010 (3 points)</p> <p>Office tendering for scheme has provided advice and representation through a duty scheme to between 1 and 30 clients since 13 April 2010 (2 points)</p> <p>None of the above (0 points)</p>
4	Preference will be given to Offices who can provide a higher level of confidence in delivery by having experience of managing a HPCDS since 13 April 2010.	<p>Office tendering for scheme has managed a scheme since 13 April 2010 (2 points)</p> <p>Do not meet the above (0 points)</p>

5	<p>Preference will be given to Applicant Organisations who can provide a higher level of confidence in delivery by having a lower percentage of caseworkers to recruit to deliver the scheme at the relevant court.</p>	<p>Points will be awarded to an Individual Bid as follows:</p> <p>The Applicant Organisation has to recruit less than 25% of the total number of caseworkers required to deliver the Scheme (5 points)</p> <p>The Applicant Organisations has to recruit between 25% and 49% of the total number of caseworkers required to deliver the Scheme (3 points)</p> <p>The Applicant Organisation has to recruit between 50% and 74% of the total number of caseworkers required to deliver the Scheme (2 points)</p> <p>The Applicant Organisation has to recruit 75% or more of the total number of caseworkers required to deliver the Scheme (0 points)</p>
6	<p>Preference will be given to those Applicant Organisations who employ an Authorised Litigator based and regularly working from the Office running the Scheme for a greater number of days per week.</p>	<p>Marked out of 5</p> <p>Points will be awarded as follows:</p> <p>The Applicant Organisation will employ an Authorised Litigator based and regularly working from the Office running the scheme for at least 3 days per week (5 points)</p> <p>The Applicant Organisation will employ an Authorised Litigator based and regularly working from the Office running the scheme between 1-2 days per week (3 points)</p> <p>The Applicant Organisation will employ an Authorised Litigator based and regularly working from the Office running the scheme for at least half a day per week (1 point)</p> <p>None of the above (0 points)</p>

7	Preference will be given to Offices whose Housing Supervisor overseeing the scheme is available to work on the scheme on a full time equivalent basis	<p>Marked out of 3</p> <p>Points will be awarded to as follows:</p> <ul style="list-style-type: none"><li>- The Applicant Office will employ a full time equivalent Housing Supervisor who will oversee the running of the scheme (3 points)</li><li>- The Applicant Office will employ a part time Housing Supervisor (available for at least 17.5 hours per week) who will oversee the running of the scheme (1 point)</li><li>- None of the above (0 points)</li></ul>
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## Tie break – Delivery plan

Please provide a realistic plan for the set up and organisation of the Scheme and how it will fit with the other work you will be undertaking.

Where Applicant Organisations are tied after the selection criteria have been applied we will consider this delivery plan in order to identify our preferred bidder. We will use the plan to assess 4 key areas. The plan will be scored out of 100 – the maximum score for each key area is listed below.

In the table below we set out the issues we expect to be addressed in the answer to each key area.

No.	Key Areas	Issues to be addressed in answer	Weighting
1	Preparations to deliver the scheme from 1 August 2011.	<ul style="list-style-type: none"> <li>• Tell us about the plans you have in place to ensure that the service is operational from 1 August 2011.</li> </ul>	10
2.	Ability to deliver a sustainable and flexible scheme	<ul style="list-style-type: none"> <li>• How you would be able to allocate additional Advisers and operate the Service in the event that demand is greater than anticipated and in the event that cover is needed as a result of unexpected absences and periods of leave.</li> <li>• Where you plan to use Agents how this will be managed to ensure Scheme requirements are met?</li> <li>• What proportion of employed staff will deliver the service?</li> </ul>	40
3.	Capacity to deliver the Scheme and fit it with your existing caseload and delivery of services	<ul style="list-style-type: none"> <li>• How would you ensure you have the capacity to deliver the Scheme as well as your existing caseload?</li> <li>• How would you meet clients' additional needs i.e. where further work is required both in other categories and where the possession case needs further work?</li> <li>• Would referrals be internal or external and how would these operate?</li> <li>• How would matters be progressed to certificate (where appropriate) – how would they be diagnosed as suitable and how would this be taken forward?</li> </ul>	40

No.	Key Areas	Issues to be addressed in answer	Weighting
4	<p>Added Value – Please detail anything not already covered that you wish to put forward to support your bid so that we will consider it more favourably.</p>	<p>Tell us about any relevant activities or experience that demonstrates an understanding of the client group and their issues. Examples of this could be (but not limited to)</p> <ul style="list-style-type: none"> <li>• Relevant experience of caseworkers</li> <li>• Drop in services for housing clients</li> <li>• Services offered to the local community</li> </ul> <p><b>Please do not send in letters of support or recommendation as these will not be taken into consideration.</b></p>	10

## Annex B – Scheme details

ITT	Courts covered by scheme	LSC SWL procurement area	Bordering procurement areas	Allocated acts of assistance	10% buffer	Maximum permitted
Medium	Wandsworth	Wandsworth	Merton and Sutton, Kingston-upon-Thames and Richmond-upon-Thames, Hammersmith and Fulham, Kensington and Chelsea, City of Westminster, Lambeth	470	47	517

As the first schedule period will be for a 4 month period a pro rata reduction will apply to the volume of acts of assistance available in the first schedule period to 30 November 2011. This means that the first schedule will contain 33% of the acts of assistance listed above.