

**INVITATION TO TENDER TO DELIVER  
PUBLICLY FUNDED SOCIAL WELFARE  
LAW SERVICES IN NORTH  
LINCOLNSHIRE, OXFORDSHIRE,  
WARWICKSHIRE SOUTH AND THE CITY  
OF WESTMINSTER**

**INFORMATION  
FOR  
APPLICANTS**

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(These will be published in a separate document)

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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 publicly funded face-to-face advice services (and where appropriate representation) in the Social Welfare Law (SWL) Categories of Law (Debt, Housing and Welfare Benefits) in the specific geographic areas as listed below from **1 August 2011**. See Section 7 for further information.

### **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.

### **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 publicly funded SWL Services in England and Wales in the requisite combination may apply. Applicant Organisations interested in undertaking Debt, Housing and Welfare Benefits Services may choose to do so jointly with other Applicant Organisations through permitted Consortium arrangements (see Sections 5 and 9).

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

Applicant Organisations are tendering for an allocation of advice cases (known as 'Matter Starts') in the categories of Debt, Housing and Welfare Benefits and if applicable a licence to represent clients in the specific geographic areas listed below.

### **Where will services be delivered?**

Services must be delivered in one or more of the following geographical areas:

- The Access Point of North Lincolnshire (this is an Access Point within the wider Procurement Area of North East Lincolnshire & North Lincolnshire)
- The Procurement Area of Oxfordshire
- The Access Point of Warwickshire South (this is an Access Point within the wider Procurement Area of Warwickshire)
- The Procurement Area of City of Westminster

See Section 8 for further details.

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

The four Invitations to Tender (ITTs) will be published on our eTendering system for Applicant Organisations 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 11 and 12).

### **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 11 and 12). Additional requirements

apply if tendering to deliver the SWL Services as part of a Consortium (see Section 9).

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

The ITTs for the SWL Services outlined above open 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 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 Sections 13 and 14.

**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 services under the terms of the Standard Civil Contract (2 year 4 month contract to commence on 1 August 2011 and extendable at our option by up to a further 2 years). Visit our website [www.legalservices.gov.uk](http://www.legalservices.gov.uk) (following the links Community Legal Service (CLS) > Civil Contracts > 2010 Standard Civil Contract) to see 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 ITTs for the provision of Social Welfare Law (SWL) Services in the following four areas:
- the Access Point of North Lincolnshire,
  - the Procurement Area of Oxfordshire,
  - the Access Point of Warwickshire South and
  - the Procurement Area of City of Westminster.
- 2.2. In each of these four areas we will invite interested parties to bid for contracts to deliver:
- Debt, Housing and Welfare Benefits services – advice (and where appropriate representation) services to Clients in the Debt, Housing and Welfare Benefits Categories of Law.

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

### **Structure**

3.1. This IFA is set out into 16 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
- Section 7: About Social Welfare Law
- Section 8: About the Social Welfare Law Services we wish to procure
- Section 9: Consortia (Debt, Housing and Welfare Benefits Services)
- Section 10: Overview of submitting a tender and the registration process
- Section 11: Submitting a tender response to the PQQ
- Section 12: Submitting a tender response to the ITT
- Section 13: How will tenders be assessed: PQQ and Essential Criteria stage and Capacity
- Section 14: How will tenders be assessed: Selection Criteria and allocation of Matter Starts
- Section 15: Terms and Conditions of tender
- Section 16: Definitions

3.2. In addition there are two supporting Annexes:

- Annex A      Criteria for Debt, Housing and Welfare Benefits Services
- Annex B      Breakdown of Matter Starts available in each of the geographical areas in which we are inviting tenders for services

3.3. Further guidance on how to use the Tender Form and enabling macros is also available (see Section 4).

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

3.4. Section 16 explains all the definitions of phrases capitalised throughout the Tender Documents. Section 15 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**

- 3.5. Communications about this IFA, PQQ and ITTs 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 tender continue to monitor any email addresses, which you have provided to us as part of the 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**

- 3.6. 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 ITTs; and
  - Questions about how to technically use the eTendering system.

### **Questions about this IFA, the PQQ or the ITTs**

- 3.7. If you have any questions about the content of this IFA, the PQQ or ITTs, 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.
- 3.8. All questions must be submitted using the online secure messaging tool within the eTendering System (see Section 10 for more detail about eTendering).
- 3.9. 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 'SWL Civil Contracts Frequently Asked Questions (FAQ)' document on **10 May 2011**.

### **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 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).
- 3.12. 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 and will not be able to guarantee a response.

### **Timelines**

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

| <b>Activity</b>   | <b>Timescale</b>             |
|---|------------------------------|
| PQQ and Invitation to Tender for SWL Services are opened and available via the LSC's eTender portal | <b>13 April 2011</b>         |
| Final date to submit questions about this tender  | <b>12 noon on 3 May 2011</b> |
| 'Frequently Asked Questions' to be published  | <b>10 May 2011</b>           |
| Deadline for submission of tenders (response to the PQQ and ITT(s))                                 | <b>12 noon 17 May 2011</b>   |
| Tenders unsuccessful at PQQ stage notified  | <b>27 May 2011</b>           |
| Deadline for appeals at PQQ stage   | <b>10 June 2011</b>          |
| Applicant Organisations notified of the final outcome of the tender process                         | <b>24 June 2011</b>          |
| Deadline for appeals relating to final notifications  | <b>8 July 2011</b>           |
| Standard Civil Contract including Schedules issued to successful Applicant Organisations            | <b>July 2011</b>             |
| <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 four ITTs   | LSC Website pathway:<br><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 (PQQ)*</b>   | Includes:<br>(1) Series of questions;<br>(2) Applicant Organisation Information Form (Private Sector or NfP); <u>and</u><br><i>If applying for the SQM as part of the PQQ:</i><br>(3) QM1 Form<br>(4) Request to provide Office Manual                       | PQQ pages on the eTendering portal:<br><a href="http://www.legalservices.bravosolution.co.uk">www.legalservices.bravosolution.co.uk</a><br><br>(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><br>There are 4 ITTs covering the different geographic areas set out in Annex C | Includes:<br>(1) Series of questions in the technical response (including request to provide Supervisor Declaration Forms)<br>(2) Tender Form ( <b>Mandatory Form</b> ) comprising most of the Essential Criteria, tender information and Selection Criteria | ITT pages on the eTendering portal:<br><a href="http://www.legalservices.bravosolution.co.uk">www.legalservices.bravosolution.co.uk</a><br><br>(Please note that the Supervisor Declaration Forms and Tender 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 Technical Questionnaire 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:<br>Contract for Signature | LSC website pathway<br><a href="http://www.legalservices.gov.uk">www.legalservices.gov.uk</a> (CLS > Civil Contracts > 2010 Standard Civil |

|                      |   |   |
|----------------------|---|---|
|                      | Standard Terms<br>Schedule<br>Specification (including<br>Payment Annex)  | Contract)   |
| Tender FAQ document  | Questions and answers of<br>wider interest to Applicant<br>Organisations  | LSC website pathway:<br><a href="http://www.legalservices.gov.uk">www.legalservices.gov.uk</a> (CLS ><br>Tenders > Civil Contracts for 2010 ><br>Social Welfare Law and Family  |
| eTendering guidance  | Guidance on how to use<br>the eTendering system<br>including:<br><br>(1) eTendering online<br>training<br><br>(2) eTendering Supplier<br>Guide<br><br>(3) eTendering Technical<br>FAQ | “Technical Support and Guidance”<br>section on the eTendering portal:<br><a href="http://www.legalservices.bravosolution.co.uk">www.legalservices.bravosolution.co.uk</a><br><br>Please note, this link is only available<br>on the front page of the portal so we<br>advise that Applicant Organisations<br>familiarise themselves with this<br>documentation before registering or<br>logging in. |
| Tender Form guidance | Guidance on using the<br>Tender Form<br><br>Guidance for Applicant<br>Organisation unable to<br>access the Tender Form<br>due to macros   | LSC Website pathway:<br><a href="http://www.legalservices.gov.uk">www.legalservices.gov.uk</a> (CLS ><br>Tenders > Civil contracts for 2010 ><br>Social Welfare Law and Family)   |

## **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.
- 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 Standard Civil 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](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:
    - A Mental Health Tribunal
    - 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. Mental Health) 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.

## **2010 Standard Civil Contract**

- 5.20 New civil contracts for the delivery of face-to-face civil legal aid advice, including the Social Welfare Law Categories, came into effect on 15 November 2010. The civil contracts let in respect of this tender exercise will also be delivered under the Standard Civil Contract. These Services will operate under the Standard Civil Contract for a term of 2 years and 4 months, subject to rights of early termination and our right to extend for up to 2 years.
- 5.21 Whilst this IFA may refer to awarding of a contract in separate categories, the successful Applicant Organisation will only have a single 2010 Standard Civil Contract. This single contract will include all the SWL Services (and other Categories if applicable) that the Applicant Organisation can deliver from 1 August 2011.
- 5.22 All SWL Services (including staff, premises etc.) must commence on 1 August 2011 and, at the point of submitting a tender application, an Applicant Organisation must be able to confirm it is able to deliver these services by 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)
- 5.23. 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**

5.24. As part of this tender process we require 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.

5.25. 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 the Technical Questionnaire that they have previously submitted and passed a PQQ.

### **Legal Status of Applicants, subcontracting and consortia tenders**

5.26 Subject to the rules on Consortia in Section 9, we will only contract with a single legal entity for the purposes of providing the services covered by this IFA.

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 a Client's retainer will always be with the single entity.

5.28 Where Applicant Organisations are tendering as a new single legal entity that will be in place before 1 August 2011, it must complete a single PQQ and complete the ITT(s) as that new legal entity.

5.29 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).

### **Indemnities from Applicant Organisations with limited liabilities (excluding charities)**

5.30 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.

5.31 A copy of the form is available on our website at [www.legalservices.gov.uk](http://www.legalservices.gov.uk) (CLS > Civil Contracts > 2010 Standard Civil Contract).

5.32 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.

- 5.33 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**

- 6.1 It will be a requirement of the Standard Civil Contract that Providers hold a recognised quality standard – either Lexcel or the Specialist Quality Mark (SQM).
- 6.2 A New Provider (i.e. one that does not currently hold the Unified Contract (family) or the 2010 Standard (Civil or Crime) Contract) will be subject to a condition of contract award that they either:
- hold Lexcel; or
  - confirm in the PQQ that they wish to apply for the SQM and in accordance with the process set out below:
    - (1) must pass the desk top audit prior to 1 August 2011; and
    - (2) fully hold the SQM by 1 February 2012.
- 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](http://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 ITTs – please see Section 7 for further information.

### **Applying to hold the SQM**

- 6.5. The process for 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 desk top 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 will we not reject the PQQ but will make a further request for these documents from the Applicant Organisation. The Applicant Organisation 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 pass to be awarded the SQM and there are then further audit stages to achieve the SQM, which will be undertaken for successful applicants by 1 February 2012.
- 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 or any subsequent SQM audits will mean the Applicant Organisation has failed to meet a condition of contract award which 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.

#### **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 ITTs an Applicant Organisation has responded to.
- 6.14. Applicant Organisations must therefore submit the required information to apply for the SQM with their PQQ response.

#### **Lexcel**

- 6.15. 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 Social Welfare Law Services**

- 7.1. This section describes the category specific requirements that apply to the SWL Services we wish to procure.
- 7.2. The rules governing how SWL Services should be delivered are set out in the Standard Civil Contract Specification and in particular at the following sections:
  - Social Welfare Law Category Specific Rules:
    - Debt - 10.1 to 10.8
    - Housing - 10.15 to 10.30
    - Welfare Benefits - 10.71 to 10.83
- 7.3. 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 the 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.
- 7.4. If you are tendering as a Consortium, Section 2 of the Civil Specification sets out some specific terms which apply to you and the other Consortium Members. Section 9 explains further how Consortia must operate.
- 7.5. Each Category of Law is defined by the Funding Code (for further information see [www.legalservices.gov.uk](http://www.legalservices.gov.uk) CLS> Civil legal aid eligibility).

### **Payment**

- 7.6. The general rules regarding remuneration for work are set out in Sections 3 and 6 of the Civil Specification.
- 7.7. The Payment Annex to the Civil Specification sets out the actual rates payable for the various types of work that can be undertaken in the category.

### *Controlled Work*

- 7.8. We will pay you for SWL Controlled Work properly carried out in accordance with the contract under one of the following payment methods:
  - (a) Standard Fees
  - (b) Hourly rates
- 7.9. In SWL the Standard Fees vary according to the individual category. SWL Standard Fees are inclusive of profit costs, travel and waiting time and additional fees are payable for disbursements.
- 7.10. All Controlled Work is paid through a Standard Fee scheme. A matter may escape the Standard Fee scheme if, following the conclusion of a case, it is determined under the rules of the contract to be an 'Exceptional Matter'. A Matter will be deemed exceptional where the cost of the case calculated according to the relevant hourly rates, and excluding disbursements, is greater than three times the value of Standard Fee(s) payable.

### *Licensed Work*

- 7.11. 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.
- 7.12. Payment for SWL Licensed Work is based on hourly rates. Payments will depend on the nature of the work and the type of activity. 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 and the Civil Procedure Rules.
- 7.13. 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.
- 7.14. All Licensed Work claims submitted are subject to assessment by either the court or the LSC.

### **Start Date**

- 7.15. Successful Applicant Organisations must be able to commence delivering SWL Services from the contract start date of 1 August 2011. Where Applicant Organisations have committed to put the necessary arrangements in place (e.g. recruit a Supervisor or Caseworker against a vacant post), then we will seek verification of this before 1 August 2011 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 1 August 2011.
- 7.16. 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.

### *Presence Requirements*

- 7.17. Providers will be required to deliver SWL Services through a Permanent or Part-time Presence (as set out in the Essential Criteria), the definitions of which are set out in Section 2 of the Civil Contract Specification.
- 7.18. We consider that the best access for Clients is provided through the delivery of Services from a Permanent Presence. Full details of how the presence requirements apply are detailed within the ITTs. However, all Applicant Organisations must confirm that they will deliver Services from an Office that complies with the Presence requirements in the ITT.
- 7.19. Where Applicant Organisations wish to tender to provide Services from more than one Office in the Procurement Area or Access Point, then each Office must comply with the Presence requirements.

**Key contract terms (Essential Criteria)**

7.20. The ITTs set out a number of key contract terms (known in the ITTs 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 Annex A and in the ITTs.

7.21. Applicant Organisations should note that it is an Essential Criterion (and term of the Standard Civil Contract) that an Applicant Organisation must be able to offer Debt, Housing and Welfare Benefits Categories of Law at each Office it is tendering to deliver services from.

7.22. The minimum requirements from 1 August 2011 are set out in the table below.

|   |   |
|---|---|
| Debt, Housing and Welfare Benefits Services | <p>Must deliver Debt, Housing and Welfare Benefits Services through either the Office of the Applicant Organisation or a Consortium</p> <p>Must have a Permanent Presence in Procurement Area if tendering for services in Oxfordshire and/or City of Westminster or must have at least a Part-time Presence in the Access Point if tendering to deliver services in North Lincolnshire and/or Warwickshire South</p> <p>Must employ a Supervisor in the Categories of Law delivered and at least one full time equivalent (FTE) Supervisor for every six employed FTE Caseworkers</p> <p>Must not have received a 'Confirmed Peer Review' rating of 4 or 5 in the Categories of Law tendered for since 13 April 2008</p> <p>Must tender for and commence at least the minimum number of Matter Starts stated in the relevant ITT (as the first schedule period will be for a 4 month period only a pro rata minimum will apply to 30 November 2011)</p> <p>For Debt Services, must employ an Approved Intermediary to deliver Debt Relief Orders</p> |
|---|---|

7.23. 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*

7.24. All references to requirements for Supervisors means an individual who meets the Supervisor Standard in the relevant Category of Law. These requirements are set out in Sections 2, 7 and 10 of the Standard Civil Contract Specification.

*Ratio of Supervisors to Caseworkers of 1:6*

7.25. 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 Supervisor Standard and actively supervises work under this contract. We require that Providers maintain no more than six FTE Caseworkers to any one FTE Supervisor.

## **Selection Criteria**

7.26. In addition to the minimum requirements covered by the Essential Criteria, we have additional preferences (known in the ITTs as Selection Criteria), which we will use to choose between Providers where we are not able to award all Applicant Organisations a contract in a particular Procurement Area/Access Point due to Matter Starts bid for exceeding the Matter Starts available (see Section 14).

7.27. 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.

7.28. Common requirements from 1 August 2011 are as follows:

- A greater level of confidence of delivery by already having an Office in the Procurement Area/Access Point delivering the services tendered for
- A greater level of confidence of delivery by having experience of delivering the services since 13 April 2010
- A greater level of confidence of delivery by having to recruit fewer caseworkers to deliver the services tendered for
- Preference for those Applicant Organisations that have a Supervisor based and regularly working from the Office related to the bid for a greater proportion of time that the Office is open

### *Special experience*

7.29. In addition to the above, for certain Services we will be using Selection Criteria relating to the qualifications of individuals employed by the Applicant Organisation. Full detail is provided in Annex A but will cover:

- Authorised Litigators (Housing)
- Approved Intermediary to undertake Debt Relief Orders (Debt)

## **Section 8: About the Social Welfare Law Services we wish to procure**

### **Procurement Areas**

- 8.1 For SWL Services our Procurement Areas are broadly based on Local Authority areas.
- 8.2 We have further split some Procurement Areas that are large or have particular access issues into smaller geographic areas called Access Points. A full list of Procurement Areas, Access Points and a map of Procurement Areas can be found at [www.legalservices.gov.uk](http://www.legalservices.gov.uk) (CLS > Tenders > Civil Contracts for 2010 > Social Welfare Law and Family).
- 8.3 A breakdown of Matter Starts available per annum and by category in each of the geographical areas in which we are tendering for services can be found at Annex B.

### **Matter Starts Availability**

- 8.4 We have assigned Matter Starts to each Procurement Area/Access Point. Applicants must confirm in their response to the ITT how many Matter Starts from the amount available it wishes to deliver in a Contract year.
- 8.5 Information on the Matter Starts available in each Procurement Area/ Access Point is set out at Annex B. Applicant Organisations are reminded that they cannot tender for more than the Matter Starts available in a Procurement Area/Access Point.

## **Section 9: Consortia (Debt, Housing and Welfare Benefits Services)**

### **Purpose of Consortia**

- 9.1 It is an Essential Criterion (and term of the Standard Civil Contract) that an Applicant Organisation must be able to offer Debt, Housing and Welfare Benefit Categories of Law at each Office it is tendering to deliver services from.
- 9.2 However, we recognise that not all organisations are able to reconfigure at this time. Therefore, we will permit Applicant Organisations to join up with other Applicant Organisations for the purpose of delivering the three Categories together as a Consortium in the relevant Procurement Area/Access Point.
- 9.3 Agreements to deliver services as a Consortium must be in place before an Applicant Organisation tenders and we will require the names of all the Consortium Members as part of the Tender Form.

### ***Contract for Consortium Members***

- 9.4 Each Consortium Member will hold its own Standard Civil Contract permitting it to carry out the SWL Services in the applicable Category(s) in order to continue to have a direct contract relationship with the LSC. This is simplest in terms of management and payment systems for both Providers and the LSC, as this is closest to what the LSC operates at the moment.
- 9.5 However, whilst each Consortium Member will have separate contracts they will be linked to each other in order to deliver Debt, Housing and Welfare Benefits Services in the relevant Procurement Area/Access Point. The effect of this link means that should a Consortium Member's contract be terminated and the remaining Consortium Members are unable to deliver the three Categories in the same geographical locations then the contracts of the remaining Consortium Members may also be terminated (See Clause 25 of the Standard Terms).

### ***Services to be delivered by the Consortium***

- 9.6 The Consortium must be more than a referral process. We would expect Providers to act in the best interests of the Client in deciding where and how to deliver the Services. Clause 3 of the Standard Terms sets out the requirements to act in the best interest of the Client - for example ensuring the Client knows which Consortium Member is acting. Any Consortium arrangements must also not jeopardise Providers' duties to keep Client information confidential.
- 9.7 Clients must be able to access the full range of Services provided by the Consortium at whichever Office the Clients access the Service. For example, if a Consortium consists of three Members based in three different Offices (and each Office delivers a single Category of Law), we would expect the Client to be able to access at least initial advice in all three Categories of Law whichever Office the Client went to.
- 9.8 Whilst we would not necessarily expect the full range of services to be available in each Office during all of the opening hours of each location, in principle we will

expect that Services be brought to the Client unless, in individual circumstances, it is in the Client's best interest to travel to another Office to receive advice. It will not be sufficient for a Consortium Member to continue to deliver a single Category of Law and then routinely require Clients to travel to get the additional Services they require.

- 9.9 However, we recognise the need to ensure that the Consortium arrangements are flexible enough to work in practice and take account of the individual circumstances of clients. Section 2 of the Civil Specification sets out the appropriate alternative to delivering all three Categories from one Office.

### **Requirements to deliver services as a Consortium**

9.10 The following requirements must be met in order for Applicant Organisations to collectively deliver Services as a Consortium:

- i The Consortium can only deliver Debt, Housing and Welfare Benefits Categories of Law – although individual Consortium Members can deliver other Categories as a single organisation.
- ii A Consortium must consist of at least two Consortium Members.
- iii The Consortium as a whole (i.e. the sum of each Consortium Members' tenders) must tender to deliver Debt, Housing and Welfare Benefits and have arrangements for these Services to be accessible for Clients from each of the Consortium Members' Offices.
- iv The Consortium as a whole must not tender for more Matter Starts than are advertised in each Category of Law for the relevant Procurement Area/Access Point.
- v Where an Applicant Organisation is tendering to deliver services from an Office as part of a Consortium it must include accurate details of **all** other Consortium Members forming part of that Consortium in the Tender Form.
- vi An Applicant Organisation cannot tender for the same Categories more than once from the same Office. This means that each Applicant Organisation's Office must tender either as a single legal entity or as a Consortium Member.
- vii Where the Applicant Organisation has two separate Offices within a Procurement Area/Access Point (and both of which meet the Essential Criteria) we will allow each Office to be a Member of a Consortium. In such a case, each Office which is part of the Consortium must be listed on each Applicant Organisation's Tender Form.

## **Consortium Members tendering**

- 9.11 As the Consortium Members will have separate but linked contracts, each Consortium Member will need to respond individually as an Applicant Organisation to the PQQ and ITT(s).
- 9.12. Each Applicant Organisation wishing to bid as part of a Consortium will be required to individually complete a tender which includes its response to;
- a. the Pre Qualification Questionnaire (PQQ)
  - b. an ITT (Technical Envelope and Tender Form)
- 9.13 Sections 11 and 12 contain further details on submitting the tender response.
- 9.14 Where, subject to 15.28, an Applicant Organisation is a Consortium Member and it fails at the PQQ or Essential Criteria stages, it will impact on other Consortium Members if that failure means that the Consortium, based on the tenders its Consortium Members have submitted, is no longer able to deliver Debt, Housing and Welfare Benefits. In this instance, the tenders of all Consortium Members in the relevant ITT will be rejected or unsuccessful.
- 9.15 The Selection Criteria will be considered either at Procurement Area or Access Point level according to the ITT and Applicant Organisations will need to respond as to how each individual Office meets the Selection Criteria in each Category that it is tendering for (an Individual Bid). Where an Applicant Organisation intends to deliver Services at one of its Offices as part of a Consortium, it will only need to respond to the questions relating to the Category(s) of Law it is tendering to deliver as part of the Consortium.
- 9.16 Section 14 contains further detail as to how the Selection Criteria are scored but in summary the scores of all the Consortium Members will be added together to give one composite score for the Consortium as a whole.
- 9.17 The Consortium score will then be ranked against the scores of other Consortia or Applicant Organisations tendering for the same Services. Following this ranking we will first award Matter Starts to the Applicant Organisation or Consortium ranked the highest within the Procurement Area/Access Point and continue down the rankings until all available Matter Starts have been awarded.
- 9.18 Where the Consortium position in the rankings means it is successful all the Members will be awarded Matter Starts in accordance with the process set out in Section 14. Where the Consortium's position in the rankings means it is not successful, none of the Consortium Members will be awarded Matter Starts.
- 9.19 Where a Consortium Member is required to meet a condition of contract awards (including any evidence required by the Essential Criteria) and a condition is subsequently 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.

## **Section 10: Overview of submitting a tender and the registration process**

### **Introduction**

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

10.2 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 should as part of the PQQ response submit a completed QM1 Form and its Office Manual

**and**

(2) ITT (which may include a number of Individual Bids)

- Response to the questions in the Technical Envelope (Essential Criteria, Supervisor Forms and Declarations); and;
- Response to the questions
- Response to the Tender Form (Essential and Selection Criteria and other information required in relation to Individual Bids).

### **Individual Bids**

10.3 An 'Individual Bid' means the Services in a Category of Law that an Applicant Organisation has tendered to deliver from a particular Office in a Procurement Area or Access Point. For example where an Applicant Organisation has only one Office in the Procurement Area or Access Point it will make only one Individual Bid within its response to the ITT.

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

10.4 The Tender Form is the only standalone Mandatory Form, which must be submitted with the applicable ITT in order for a tender to be completed. The SQM documents are dealt with in Section 6.

10.5 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 prior to the contract start date. Consequently, we would encourage you to submit this information if possible at the time of tender. The Applicant Information Form is also 'non-mandatory' but it will be a condition of contract award that you provide this information – see 11.14 for further information.

10.6 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**

10.7 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.

10.8 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**

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

#### *Registration*

10.10 The first step Applicant Organisations must do is register on the eTendering system in order to access the PQQ and the ITTs. 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 PQQ or ITTs covered by this IFA.

#### *PQQ and ITTs*

10.11 We suggest you register first and then 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 separate response for each of the ITTs you are interested in. Each single response to the ITT may comprise of a number of Individual Bids – each of these represents an Office from which you are intending to deliver SWL Services:
- **Response to the questions in the Technical Envelope**

#### *Essential Criteria*

You must prepare a single organisational response to the questions in the Technical Envelope and you must warrant that the Services that you are tendering to deliver in each Category and from each Office in the Procurement Area/Access Point meet the Essential Criteria.

#### *Supervisor Forms*

If you have Supervisors in post you should upload a completed copy of the relevant Supervisor Declaration Form(s) with your response.

#### *Indemnities Declaration*

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.

- **Response to the Tender Form**

#### *Essential Criteria*

You must prepare a single organisational response per ITT to the Essential Criteria questions in the Tender Form and you must warrant that the Services that you are tendering to deliver in each Category and from each Office in the Procurement Area/Access Point meet the Essential Criteria.

#### *Selection Criteria*

For each Office in the Procurement Area/Access Point you are tendering to deliver Services from you will also need to complete your response to the Selection Criteria.

#### *Tender information*

For each Office in the Procurement Area/Access Point you are tendering to deliver Services from you will also need to provide details about the volume of Matter Starts in each Category you are tendering for and how the work will be delivered including staff details etc.

Details provided for each Office and Category of Law will constitute an 'Individual Bid'

The completed Tender Form must be uploaded with your response.

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

## **Section 11: Submitting a tender response to the PQQ**

### **Introduction**

- 11.1 You must as part of your response to the ITT submit a response to the PQQ on the eTendering system.
- 11.2 You may though have already completed and submitted a response to the PQQ as part of responding to another LSC invitation to tender for a 2010 Standard Civil or Crime Contract.
- 11.3 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.
- 11.4 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.
- 11.5 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)**

- 11.6 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.
- 11.7 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)
- 11.8 A full version of the PQQ can be found on the eTendering system through the 'PQQs open to all suppliers' link.
- 11.9 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.
- 11.10 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.
- 11.11 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.
- 11.12 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.
- 11.13 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.
- 11.14 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.
- 11.15 Therefore we do encourage you to complete and attach the relevant 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 12: Submitting a tender response to the Invitation to Tender (ITT)**

- 12.1 This section covers how to submit a response to the ITT – additional information around submitting a response to the ITT as a Consortium Member is set out from paragraph 12.32. As previously outlined there will be four ITTs for the available SWL work – one for the North Lincolnshire Access Point, one for the Oxfordshire Procurement Area, one for the Warwickshire South Access Point and one for the City of Westminster Procurement Area.
- 12.2 Applicant Organisations can access the ITTs by clicking on the ‘ITTs open to all suppliers’ link on the eTendering system. This will bring up a list of all ITTs currently open. Applicant Organisations can manage the ITTs that they have expressed an interest in through the 'Projects' link. Applicant Organisations 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?**

12.3 All ITTs comprise the following sections:

- Response to the questions in the Technical Envelope (Essential Criteria, Supervisor Declaration Forms and Declarations); and
- Response to the Tender Form (Essential and Selection Criteria and other tender information required in relation to Individual Bids).

### **Technical Response - Essential Criteria relating to Supervisors**

- 12.4 The first section of the ITT sets out the Essential Criteria relating to the Supervisor requirements for each Category of Law. Where an Applicant Organisation is not tendering for a Category of Law covered by the ITT it should respond ‘N/A’ to the questions asked.
- 12.5 The relevant form should be downloaded and completed with details of each Supervisor who is currently in post to deliver the services that the Applicant Organisation is tendering to deliver in the Procurement Area/Access Point. It should then be uploaded with the response. Each Supervisor 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 the relevant ITT message board within the eTendering system.
- 12.6 If an Applicant Organisation does not currently have a Supervisor in post then it will not need to upload the Supervisor Declaration Form with its tender. However, it must confirm and provide us with the relevant Supervisor Declaration Form once this individual is recruited and in any event prior to the contract start date.
- 12.7 Supervisor Declaration Forms are not Mandatory Forms, however it will be a condition of contract that we receive these prior to the contract start date. Therefore, where possible Applicant Organisations are encouraged to submit these forms with their tender.

## Downloading the Tender Form

- 12.8 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. The Tender Form comprises of Essential Criteria, tender information and Selection Criteria.
- 12.9 Applicant Organisations must click 'Yes' if a message comes up when opening the form to enable macros. If your computer settings prevent the use of macros please see the guidance on enabling macros (See Section 4).
- 12.10 Applicant Organisations must first click the 'Show form' button. Applicant Organisations will then be presented with a form for the relevant Procurement Area/Access Point, they will be required to enter the name of their organisation in the form and tick the box by the services they are tendering to deliver i.e. Debt, Housing & Welfare Benefit.
- 12.11 Once a Category of Law is ticked, the two separate buttons will appear: one entitled 'Essential Criteria' and the other entitled 'Tender info and Selection Criteria' (disabled until the Essential Criteria questions have been answered). Text next to each button will indicate what the Applicant Organisation still needs to complete (e.g. 'please answer all the Essential Criteria questions').
- 12.12 Once the Tender Form has been completed Applicant Organisations must upload the completed version to the technical response in the eTendering system. Guidance on how to upload documents can be found on the 'Technical Support and Guidance' page accessible via the eTendering portal home page.
- 12.13 Detailed guidance on how to use the Tender Form is available on the tender pages of our website (see Section 4).

### Tender Form – Essential Criteria

- 12.14 Questions in the Tender Form will seek confirmation that the Applicant Organisation meets the minimum service requirements to be considered for the award of a contract to deliver the relevant SWL Services (see Annex A for a list of Essential Criteria we will apply in the ITT).

### Tender Form – Tender Information and Selection Criteria

- 12.15 Once the Applicant Organisation has completed the Essential Criteria for the services it is tendering to deliver, it should go on to respond to the tender information and Selection Criteria by clicking on the 'Tender information & Selection Criteria' button in the first overview screen.
- 12.16 This Section of the form includes questions about other Consortium Members – you should only enter information here if you plan to deliver Debt, Housing and Welfare Benefits Services as a Consortium (see 12.33).
- 12.17 Tender information and responses to questions relating to Selection Criteria must be provided for **each** Individual Bid. Sections 1, 2 and 4 of the tender information page must be completed – Section 3 will automatically populate based on the information provided.

### ***Tender Form – Tender Information on Matter Starts***

12.18 For each Category of Law in an Individual Bid you must provide information on the number of Matter Starts you are tendering to deliver from an Office:

- You must confirm in the tender information section of the Tender Form the number of Matter Starts that you are tendering to deliver from each Office in the Procurement Area/Access Point
- Applicants must confirm in their response to the ITT how many Matter Starts from the amount available, as set out in Annex B, it wishes to deliver for the remainder of the Contract year (to 30 November 2011).
- From each Office you must tender for at least the minimum Matter Starts (or the pro rata equivalent) stated in the Essential Criteria of the ITT
- You cannot tender for more than the maximum Matter Starts available for the Procurement Area/Access Point. If you do, we will reduce your bid to the maximum Matter Starts available in the Procurement Area/Access Point and allocate work based on this figure
- You cannot tender for more than the maximum capacity (a maximum number of Matter Starts per full time equivalent (FTE) member of staff delivering the service tendered for - FTE equates to at least 35 hours per week. See 13.11 for further details)
- You do not need to have employed all caseworkers and Supervisors by the date you submit your response to the ITT but you must be able to provide evidence that you have recruited all staff when we contact you prior to the contract start date.

### ***Caseworkers working across categories and offices***

12.19 The tender information section of the Tender Form will automatically calculate for you whether you are subsequently meeting the capacity test in each Category of Law you are tendering to deliver at that Office only.

12.20 Where you are tendering for Matter Starts across a combined Service (i.e. Debt, Housing and Welfare Benefits) and you have the same staff member delivering across multiple Categories of Law (e.g. debt and welfare benefits) then you will be required to state the proportion of time that each staff member will be working in each Category of Law.

12.21 Where you are tendering for Matter Starts in a particular Category across more than one Office, you must not duplicate your staff members' capacity across multiple Offices.

12.22 Further detail as to how we will allocate Matter Starts based on bids submitted is set out in Section 14.

### ***Selection Criteria***

12.23 Once an Applicant Organisation has first entered tender information relating to the Office and clicked 'OK', a prompt will appear on screen for it to fill in the Selection Criteria for that Office. If an Applicant Organisation clicks 'OK' to the prompt it will be taken directly to the Selection Criteria. Otherwise, to access the Selection Criteria, Applicants must highlight the appropriate Office on the summary screen and press the 'Selection Criteria' tab on the right of the screen. The Applicant Organisation will then be taken to a screen that lists all

the criteria in the top section, the criterion relating to the highlighted number in the list in full below and a button to answer the questions.

- 12.24 On clicking on 'Answer Question' the Applicant Organisation will be presented with a series of answer options. You must decide which option is the correct and accurate answer for your Individual Bid. Annex A sets out the points that will be awarded for each answer option.
- 12.25 The criterion relating to proportion of staff to recruit has an exceptional circumstances option, where this is selected, Applicant Organisations must detail the exceptional circumstances that they consider apply to that Individual Bid in the text box at the bottom of the screen. Please note that the response provided to this Selection Criteria will be cross-checked against information supplied in the remaining form. Additionally, we may undertake checks of responses provided based on data available to us, if false information has been provided, the tender will be rejected.
- 12.26 Once Selection Criteria for the Individual Bid have been responded to, Applicant Organisations must click 'OK' to save it. A summary screen will then appear showing each Office entered and the status of the tender information and Selection Criteria responses – if both have been completed the 'Minimum Tender Info Entered' and 'Selection Criteria Answered' columns will read yes. Applicant Organisations should ensure they save the Tender Form on their systems, so it is available to upload to the eTendering system.

#### **Indemnities and other declarations**

- 12.27 In addition to the above, Applicant Organisations must respond to the question relating to indemnities, and certify as part of the declarations 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.

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

- 12.28 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'?**

- 12.29 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.
- 12.30 Applicant Organisations can therefore amend and resubmit their responses to the ITTs up until the closing date for tenders to be submitted.
- 12.31 Responses will be automatically acknowledged when they are submitted for the first time. There will be no acknowledgement of resubmitted responses where Applicant Organisations amend and submit their response to an ITT. We will assess the latest submitted response.

#### **Additional information if delivering services as part of a Consortium**

- 12.32 Applicant Organisations are reminded that where tendering as a Consortium Member they must submit an individual response to the ITT, in accordance with the information provided above, providing details based on the SWL Services that it will be delivering. In addition, they should note:

*Tender Information*

- 12.33 This information must be completed for each of the Applicant Organisation's own Offices that is tendering to deliver services in the Procurement Area/Access Point. Where an Office is a Consortium Member, Applicant Organisations must supply details of what their Office is tendering to deliver. This means that against the Matter Starts bid for fields the Applicant Organisation should only enter the volumes of Matter Starts its Office is bidding for as part of the Consortium. Where a Consortium Member is not tendering to directly provide a Category of Law it must enter '0' against the relevant category. It must then fill in Section 4 (Other Consortium Members) to provide details of fellow Consortium Members.
- 12.34 To add details of other Consortium Members, the Applicant Organisation must click the 'Add New' button. It will then be prompted to provide details of a fellow Consortium Member including the organisation's name, Office address (where known), Account Number (where this exists) and the Category of Law that each Consortium Member is tendering for as part of the Consortium. Once details have been entered the Applicant Organisation must click 'OK' to save the information. Details must be added for each further Consortium Member and each Office of the other Consortium Members by clicking the 'Add New' button and repeating the same steps.

*Selection Criteria*

- 12.35 An Applicant Organisation will need to respond to how its own Office forming part of the Consortium (unless otherwise indicated by the criteria) meets the Selection Criteria.

## **Section 13: How will tenders be assessed: PQQ and Essential Criteria Stage and Capacity**

### **Opening Procedure**

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

### **PQQ**

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

13.3 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.

13.4 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**

13.5 The Essential Criteria reflect the minimum service requirements that each Provider delivering the Services tendered for must meet at each Office.

13.6 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 (for each Office and Category of Law) will have their tenders assessed as unsuccessful.

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

### ***Consortium Members***

13.8 In accordance with 15.28, where a Consortium Member(s) tender is unsuccessful because it does not pass the PQQ or Essential Criteria, the tenders of the other Consortium Members will be unsuccessful unless the remaining Consortium Members are still able, as the Consortium, to deliver Debt, Housing and Welfare Benefits in the Procurement Area/Access Point.

### **Capacity Test**

13.9 Following assessment of PQQ and Essential Criteria we will look at the Matter Starts applied for by all Applicant Organisations passing the PQQ and Essential Criteria stage.

13.10 We will do this by separating the Applicant Organisation's tender into the Individual Bids – i.e. the Matter Starts to be delivered at each Office by each Category of Law.

13.11 The Capacity Test that apply to each Category of Law are as follows:

| <b>Category of Law</b> | <b>Maximum number of Matter Start per full time equivalent (FTE) staff member delivering the Service</b> |
|------------------------|--|
| Debt                   | 300 per FTE  |
| Housing                | 250 per FTE  |
| Welfare Benefits       | 300 per FTE  |

13.12 Where Matter Starts tendered for within an Individual Bid exceed the maximum number of Matter Starts per FTE staff member delivering the Services, we will reduce the number of Matter Starts in line with the above maximums.

13.13 An Applicant Organisation may reference the same staff member as an FTE in the same Category of Law or combinations of Category of Law (i.e. Debt, Housing and Welfare Benefits) across Individual Bids. If the capacity test is exceeded we will reduce the number of Matter Starts allocated to the staff member evenly across the number of Offices in which the staff member is referred to for that Category of Law.

13.14 As there is a limited number of Matter Starts available, we need to ensure that these are allocated to Applicant Organisations who have demonstrated to us confidence that they are able to deliver services from 1 August 2011 (the contract start date). We will therefore reduce the initial award of Matter Starts to Applicant Organisations who have posts vacant at the time of tendering to reflect a lower level of confidence of delivery against a vacant post. This will be set at 50% of the maximum capacity per FTE.

13.15 Where we have allocated this lower number of Matter Starts and the Applicant Organisation is able to confirm the full details of the individuals who have filled the vacancies before the contract start date, the full allocation will be awarded. We will undertake a verification exercise against all Applicant Organisations awarded Matter Starts prior to the start of the contract to ensure that information provided in tenders remains current. We will adjust Matter Starts if the actual staffing levels do not correspond with the capacity test.

13.16 Following the capacity test if the total volume of Matter Starts tendered for in the Procurement Area/Access Point for a particular Category of Law is less than the Matter Starts available in the Procurement Area/Access Point we will award contracts to all those successful Applicant Organisations.

13.17 If, following the capacity test, the total volume of Matter Starts tendered for in the Procurement Area/Access Point for a particular Category of Law is more than the Matter Starts available in the Procurement Area/Access Point we will go on to assess the individual bid against the Selection Criteria.

## **Section 14: How will tenders be assessed: Selection Criteria and allocation of Matter Starts**

### *Introduction to this Section*

14.1. This Section outlines the process for dealing with the Selection Criteria and award of Matter Starts.

### ***Tolerance work***

14.2. Applicant Organisations that are awarded an allocation of Matter Starts may apply for an allocation of tolerance Matter Starts to enable them to conduct a small amount of work outside their allocation for a particular Category of Law. This will be limited to 5% of the total contract award.

### ***Selection Criteria – ‘Debt, Housing and Welfare Benefits’***

14.3. Where we are **not** able to cater for all these Applicant Organisations’ Individual Bids for Matter Starts, the Selection Criteria relevant to the ITT will be applied. Selection Criteria will always be applied to the Individual Bid at the lowest level to which Matter Starts are advertised - therefore in some instances this will be Access Point and in others Procurement Area.

14.4. This means that Individual Bids in the same Procurement Area or Access Point from Offices from the same Applicant Organisation will be considered separately and are in competition with each other (other than in the unlikely event that an Applicant Organisation has two separate Offices within the same Consortium). Individual scores from Individual Bids within the same Applicant Organisation will not be added together or aggregated.

14.5. Set out in Annex A is an outline of the Selection Criteria for each Category of Law 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 Individual Bids that demonstrate a better fit with our requirements.

14.6. There is a separate set of Selection Criteria for each Category of Law. Once the 3 scores for the Selection Criteria for each Category (e.g. the Individual Bid for Housing and Welfare Benefits and Debt from the Office) have been determined, they will be added together to give a composite score for three Categories of Law.

14.7. For Applicant Organisations tendering as a single organisation we will total up the points awarded for the 3 Individual Bids. The combined Individual Bid score will then be ranked against the scores from other Applicant Organisations or Consortia.

*e.g. An Applicant Organisation tenders to deliver Debt, Housing and Welfare Benefits from its Office. It will answer the Selection Criteria related to each Category and receives a separate Individual Bid score of 10, 20, 15. These scores will be combined to give a overall score for the Selection Criteria of 45 for the Office in the Access Point. The score of 45 will be used to rank the Applicant Organisation.*

14.8. For Applicant Organisations tendering as Consortia we will total up the points award for all the Consortium Members’ Individual Bids to give an overall

Individual Bid score for that Consortium. The Consortium's total scores for each Category of Law will then be added together to give the Consortium an overall score.

*e.g. There are two Consortium Members. Consortium Member 'A's' tender includes Individual Bids to deliver Debt and Welfare Benefits from its Office. Consortium Member 'B's' tender includes an Individual Bid to deliver Housing from its Office. Both Consortium Members will answer the Selection Criteria related to the Category. Consortium Member A receives a separate Individual Bid score of 5 and 7. Consortium Member B receives a score of 20. These scores will be combined to give an overall score for the Selection Criteria for the Consortium of 32. The score of 32 will be used to rank the Consortium.*

14.9. If there is more than one Consortium Member tendering for the same Category of Law (e.g. two Consortium Members are tendering to deliver Debt Services through the same Consortium) the scores from the Selection Criteria of each Consortium Member's Individual Bid will be added together and divided by the number of Consortium Members bidding, to produce a total score for that category for the Consortium. Total scores for each Category will then be added together and this overall score will then be ranked against the scores from other Applicant Organisations or Consortia in the Procurement Area/Access Point.

*e.g. There are three Consortium Members. Consortium Member 'A's' tender includes Individual Bids to deliver Debt and Welfare Benefits from its Office. Consortium Member 'B's' tender includes an Individual Bid to deliver Housing from its Office. Consortium Member 'C's' tender includes Individual Bids to deliver Debt and Welfare Benefits from its Office.*

*All three Consortium Members will answer the Selection Criteria related to the Category. Consortium Member A receives separate Individual Bid scores of 8 and 7. Consortium Member B receives a score of 20. Consortium Member C receives separate Individual Bid scores of 18 and 25. Consortium Members A and C will have their scores averaged  $(8+18 = 26/2 = 13) + (7+25 = 32/2 = 16) + 20$ . These scores will be combined to give an overall score for the Selection Criteria for the Consortium of 49. The score of 49 will be used to rank the Consortium.*

14.10. The higher the total number of total points awarded for Individual Bids, the higher the ranking.

#### *Awarding Debt, Housing and Welfare Benefits Matter Starts*

14.11. Once we have completed the ranking we will first award Matter Starts to the Applicant Organisation or Consortium ranked the highest and continue down the rankings until all available Matter Starts in the Procurement Area/Access Point have been allocated in accordance with the process below.

14.12. In the event that we are unable to award Matter Starts to all three Categories of Law, we will follow these steps:

- If there are sufficient Matter Starts to award to one or two categories but not the other(s) and there remains an excess of Matter Starts available in a particular category, we will allocate up to 10% of the total combined Debt, Housing and Welfare Benefits Matter Starts advertised from the Category of

Law where there is an excess to the Category of Law where we had previously been unable to allocate. (For example, we are unable to award to Housing but having awarded the requisite volume of Debt and Welfare Benefits Matter Starts there are still 200 Debt Matter Starts left and the total combined allocation advertised was 1,110, we could allocate up to 110 Matter Starts from Debt to Housing to be able to award a contract).

- If there is not an excess of Matter Starts available in a particular Category of Law to be able to undertake the above step in the Category(ies) that we are unable to allocate to, we will award the minimum Matter Start size to the Category of Law that we are unable to allocate to be able to award a contract.
- In the event that we have to apply the second step above to a Consortium with multiple Consortium Members within a particular Category of Law (e.g. there are two Debt Providers within the Consortium), we will in some circumstances (i.e. where allocating to each Consortium Member within a category would result in overspend by over 10% of the advertised Matter Starts for this Service in the area), award 50 Matter Starts to each Consortium Member.

### **Appeal rights**

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

14.14. Where the Applicant Organisation has submitted a tender to deliver Debt, Housing and Welfare Benefits Services as a Consortium, then the Applicant Organisation's completed tender will be dependent on all the Consortium Members complying with paragraph 14.13.

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

14.16. There will be no right of appeal against a decision to reject a tender if it is incomplete 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.

14.17. Where the Applicant Organisation has submitted a tender to deliver Debt, Housing and Welfare Benefits Services as a Consortium, there will be no right of appeal against a decision to reject an Applicant Organisation's tender because a Consortium Member's tender was rejected for the reasons set out in paragraph 14.16.

### ***PQQ, Essential Criteria and failure to comply with Terms and Conditions***

14.18. 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 15.2 *and* a notice that the tender is unsuccessful stipulates a right of appeal.

14.19. Where the Applicant Organisation has submitted a tender to deliver Debt, Housing and Welfare Benefits Services as a Consortium, and the Applicant Organisation's tender is unsuccessful because another Consortium Member(s) tender is unsuccessful there will be no right of appeal for the Applicant Organisation. Instead the right of appeal in paragraph 14.18 is limited to relevant Consortium Member(s) who does not pass the PQQ, Essential Criteria or comply with paragraph 15.2.

### ***Selection Criteria***

14.20. Where an Applicant Organisation is tendering as a single legal entity there will be a right of appeal if, following assessment of the Selection Criteria, a tender is unsuccessful because it ranks lower than other tenders and the Applicant Organisation is subsequently not awarded any contract work.

14.21. Subject to paragraph 14.22, where the Applicant Organisation has submitted a tender to deliver Debt, Housing and Welfare Benefit as a Consortium, there will be a right of appeal if, following assessment of the Selection Criteria, a tender is unsuccessful because the Consortium ranks lower than other tenders and none of the Consortium Members are subsequently awarded any contract work.

14.22. In relation to paragraph 14.21 appeals will only be accepted from an individual Consortium Member and not from the Consortium as a whole. A Consortium Member's grounds for appeal are limited to the issues related to its own tender (any grounds for appeal based on the tenders of the other Consortium Members will not be considered).

### ***Submitting appeals***

14.23. 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.

14.24. 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.

14.25. Where one or more of the Consortium Members submits an appeal the Legal Director (or the Legal Director's appointed representative) will review all appeals related to the Consortium and will determine whether to deal with the appeals separately or together.

14.26. There will be no further right of appeal.

## Section 15 Terms and Conditions of Tender

- 15.1 The Applicant Organisation's participation in the tendering exercise for Social Welfare Law Services 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.
- 15.2 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.
- 15.3 Where the Applicant Organisation has submitted a tender to deliver Debt, Housing and Welfare Benefits as a Consortium and any Consortium Member does not comply with paragraph 15.2, the LSC is entitled to reject all of the Consortium Member's tenders, assess these tenders as unsuccessful and/or entitle the LSC not to proceed with any decision made to award the Consortium Members a Contract or entitle the LSC to terminate the contract pursuant to Clause 25 of the Standard Terms.
- 15.4 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.
- 15.5 Any reference to 'tender' includes any part of a tender or an Individual Bid.
- 15.6 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.
- 15.7 Tenders to deliver services as a Consortium will only be considered where;
- i. The Consortium intends to deliver SWL Services in the Debt, Housing and Welfare Benefits Categories of Law only
- 15.8 By submitting a tender to deliver Debt, Housing and Welfare Benefits as a Consortium the Applicant Organisation is agreeing that the success of its tender is dependant on the success of the tenders of all the other Consortium Members.
- 15.9 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.

- 15.10 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.
- 15.11 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 (including the Mandatory Form).
- 15.12 In addition to paragraph 15.11, where the Applicant Organisation has submitted a tender to deliver Debt, Housing and Welfare Benefits as a Consortium, then the Applicant Organisation's completed tender will be dependant on the completed tenders of all the Consortium Members in accordance with paragraph 15.11.
- 15.13 The Applicant Organisation must not amend or alter any document comprising part of the tender after the deadline.
- 15.14 After the deadline any information or documents submitted in response to a request for clarification or further information (in accordance with paragraph 15.34) will also form part of the Applicant Organisation's tender.
- 15.15 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 or Consortium.
- 15.16 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.
- 15.17 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.
- 15.18 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.
- 15.19 The Applicant Organisation must reply to all the questions in order to respond to the PQQ and an 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).
- 15.20 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 (or if applicable any Consortium Member) 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 and any Consortium Members a Contract or

entitle the LSC to terminate the Contract pursuant to Clause 25 of the Standard Terms.

15.21 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 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.

15.22 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.

15.23 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.

15.24 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.

15.25 Subject to 15.28, where the Applicant has submitted a tender to deliver Debt, Housing and Welfare Benefits as a Consortium, the Applicant Organisation's tender will be rejected where another Consortium Member's tender is submitted after the deadline.

15.26 A tender will be unsuccessful where, following assessment, the Applicant Organisation:

- (i) does not pass the PQQ;
- (ii) does not pass the Essential Criteria;  
and/or
- (iii) has its tender ranked lower than other tenders following assessment of the Selection Criteria, and it is subsequently not awarded contract work.

15.27 Subject to 15.28, where the Applicant Organisation has submitted a tender to deliver Debt, Housing and Welfare Benefits as a Consortium, the Applicant Organisation's tender will be unsuccessful where, following assessment, any the Consortium Members:

- (i) does not pass the PQQ;
- (ii) does not pass the Essential Criteria;  
and/or
- (ii) the Consortium is unsuccessful because it ranks lower than other tenders following assessment of the Selection Criteria, and the Consortium is subsequently not awarded any contract work.

15.28 Where a Consortium Member's tender is rejected or unsuccessful at the PQQ or Essential Criteria stage but the remaining Consortium Members are still able, as the Consortium, to deliver Debt, Housing and Welfare Benefits then the

tenders of the remaining Consortium Members will not be rejected or unsuccessful on this basis.

- 15.29 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 15.33, any notices of amendment etc will be published on the LSC website tender pages (CLS > Tenders > Civil Contracts for 2010 > Social Welfare Law and Family) and sent by email to all Applicant Organisations that have expressed an interest in the relevant ITT and/or PQQ.
- 15.30 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 15.29 above, may be rejected or unsuccessful.
- 15.31 Where a Consortium Member's tender is rejected or unsuccessful because it 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 15.29 above, the LSC is entitled to reject all of the Consortium Member's tenders, assess these tenders as unsuccessful and/or entitle the LSC not to proceed with any decision made to award the Consortium Members a Contract or entitle the LSC to terminate the contract pursuant to Clause 25 of the Standard Terms.
- 15.32 Any communications about the Tender Documents will be given by notice published on the LSC website tender pages (CLS > Tenders > Civil Contracts for 2010 > Social Welfare Law and Family) and sent by email to all Applicant Organisations that have expressed an interest in the relevant ITT or PQQ.
- 15.33 After the deadline, notices (pursuant to paragraph 15.29) relating to this SWL Civil Contract Tender will be published on the LSC tender pages of website (CLS > Tenders > Civil Contracts for 2010 > Social Welfare Law and Family) only.
- 15.34 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 reserves the right to validate any part of the Applicant Organisation's tender and information subsequently given to it.
- 15.35 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).
- 15.36 The LSC reserves the right to cancel the invitations 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.

- 15.37 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).
- 15.38 The right of appeal for an unsuccessful Applicant Organisation is limited to that set out in Section 14.
- 15.39 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.
- 15.40 All intellectual property rights in the Tender Documents and any associated documents are and shall remain the LSC's property.
- 15.41 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.
- 15.42 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.
- 15.43 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 (or if applicable the Consortium) and the LSC. The relevant parts of the Applicant Organisation's (or if applicable a Consortium Member's) tender may form part of any Contract subsequently awarded.
- 15.44 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 reserves 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.
- 15.45 If any of the Consortium Members, withdraws its tender, changes any material element of its tender 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 all or some of the Consortium Members to submit a fresh tender, reject a tender, and/or entitle the LSC not to proceed with any decision made to award the Consortium Members a Contract or entitle the LSC to terminate the contract pursuant to Clause 25 of the Standard Terms.
- 15.46 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.

15.47 The Applicant Organisation must not enter into any agreement or arrangement with any other person or organisation (unless such organisation is a Consortium Member) 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.

15.48 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.

15.49 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.

15.50 Any references to 'Applicant Organisation' may also mean Consortium or Consortium Member. In the event that there is a conflict as to the interpretation the LSC is entitled to conclude that 'Applicant Organisation' also means Consortium or Consortium Member.

### ***Confidentiality and Freedom of Information Act 2000***

15.51 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.

15.52 By submitting a tender to deliver Debt, Housing and Welfare Benefits as a Consortium, the Applicant Organisation gives its permission for the LSC to share any information contained within the Applicant Organisation's tender with the other Consortium Members.

15.53 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.

15.54 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.

15.55 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.

15.56 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.

15.57 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").

15.58 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.

15.59 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 16: 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 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 including an Individual Bid;

*"Approved Intermediary"* means an individual who has been approved as able to carry out Debt Relief Order applications by a Competent Authority.

*"Applicant Organisation"* means a single legal entity tendering to deliver SWL Services either as a single organisation or as a Consortium Member (in the Debt, Housing and Welfare Benefits Categories of Law only).

*"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;

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

"Consortium" means a group of Consortium Members who intend to deliver Debt, Housing and Welfare Benefits Categories of Law at each of the Consortium Member's Office(s) (in accordance with the terms of the 2010 Standard Civil Contract).

*"Consortium Member"* means a single legal entity's Office tendering in the Debt and/or Housing and/or Welfare Benefits Categories of Law as part of the Consortium.

*"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;

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

*“Individual Bid”* means the Services an Applicant Organisation has tendered to deliver from a particular Office in the Procurement Area/Access Point;

*“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 (PQQ and ITT);

*“Invitation to Tender”* or *“ITT”* means the specific SWL Services that Applicant Organisations can tender against. For this tender process there are three separate ITTs 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;

*“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;

*“SWL Services”* or *‘Services’* means face-to-face advice (and where appropriate representation) to Clients at specialist level in the categories of Debt, Housing and Welfare Benefits. It does not include triage or initial general advice.

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

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