



Procurement of HPCDS Services in England and Wales from December 2022 Invitation To Tender Information for Applicants

Introduction

The Legal Aid Agency (“**LAA**”) needs to identify a new provider to deliver the Dartford Housing Possession Court Duty Schemes (“**HPCDS**”). Accordingly, it is inviting Applicants to submit a Tender for an Exclusive Schedule under a 2013 Standard Civil Contract (as amended) (“**HPCDS Contract**”) to deliver these services.

The LAA is seeking to award **one** contract to deliver Dartford HPCDS. Where applicants remain tied following assessment of the tie break then the LAA may award more than one contract to deliver the HPCDS, with the successful applicants delivering the HPCDS on a rota.

To be eligible to bid for an HPCDS Contract organisations must hold, a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law, at the Office from which they are tendering, which meets the definition of a Permanent or Part Time Presence.

The LAA will give preference to Applicants who:

- have recent and relevant experience of delivering HPCDS services; and
- have an Office which meets either the Part Time or Permanent Presence requirements in the corresponding Housing and Debt Procurement Area; and
- are able to deliver HPCDS Contract Work from 19 December 2022.

Applicants that cannot start delivering HPCDS services from this date but would otherwise be interested in delivering HPCDS services can still bid but will receive fewer points where the preference criteria are applied (see Section 6).

As most courts are utilising both face to face and remote methods to hear cases to a varying extent during the Covid-19 recovery period, Applicants must be able to deliver HPCDS services both remotely and face to face at court in order to meet the individual circumstances of the court and/or client.

HPCDS Contract

It is a condition of any award of an HPCDS Contract that Applicants must hold and comply with the 2018 Standard Civil Contract and have and maintain an authorisation to undertake mainstream (i.e. non-HPCDS) Contract Work in the Housing and Debt Categories of Law.

The HPCDS Contract being awarded through this procurement process will maintain the current arrangements for HPCDS services. Those arrangements have been made to maintain HPCDS services on a contingency basis.

Whilst the 2013 Standard Civil Contract incorporates the terms of the Contract for Signature to the 2013 Standard Contract, the HPCDS Contract is offered and accepted by successful Applicants under the terms of a separate offer letter. The separate offer letter details the amendments to the 2013 Standard Civil Contract (please see Annex D).

The Deadline for submitting Tenders is 5pm on 30 November 2022 (“Deadline”)

All Applicants submitting a Tender must submit a response to the HPCDS ITT (“**HPCDS ITT Response**”).

This Information for Applicants document (“**IFA**”) provides information about the HPCDS ITT, including how Applicants submit a Tender, and the rules governing this procurement process.

A Tender consists of a response to the HPCDS ITT

Before submitting their Tender, Applicants must read this IFA in its entirety and all supplementary information provided, such as Frequently Asked Questions (“FAQs”). Applicants are also strongly advised to read the HPCDS Contract and the 2018 Standard Civil Contract in full to ensure that they understand the full nature and extent of the obligations they are proposing to accept.

Where an Applicant is notified of the LAA’s intention to award them a contract subject to verification, it is the Applicant’s sole responsibility to ensure they provide all necessary verification information.

Where not defined in the body of this IFA, capitalised terms are either defined in the glossary at Annex F or in the HPCDS Contract and 2018 Standard Civil Contract which is available alongside this IFA and words denoting the singular include the plural and words denoting the plural include the singular.

Timetable

Below is a list of indicative dates for key activities as part of this procurement process. These dates may be subject to change and the LAA will notify Applicants of any changes through the eTendering system.

Activity	Timescale
Procurement process opens	9 November 2022
Deadline for questions about this IFA	23.59 on 16 November 2022
‘Frequently Asked Questions’ document published (if required)	Week commencing 21 November 2022
Deadline for submission of Tenders	5pm 30 November 2022

Outcome of Tenders notified to Applicants	Week commencing 5 December 2022
Contract Start Date	19 December 2022

Due to the urgent need for contracts to be in place to allow services to commence, the timescale from launch to the deadline for submission of tenders has been set at 21 days.

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SECTION 1: OVERVIEW

About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is **5pm on 30 November 2022**. All Tenders must be completed and submitted using the eTendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.

What are Applicants tendering for?

- 1.3 Through this procurement process the LAA intends to offer one contract for the Dartford HPCDS. However, where Applicants remain tied following assessment of the tie break set out at paragraph 6.14-6.15, then the LAA may award more than one contract to deliver Dartford HPCDS, with the successful applicants delivering services on a rota.
- 1.4 Applicants should note that to be eligible to bid for a HPCDS Contract they must already hold a Housing and Debt Contract.
- 1.5 The HPCDS will commence on 19 December (or the date on which Applicants bid to commence the delivery) and run until 31 October 2023 with a break clause exercisable in July 2023.
- 1.6 A Tender to deliver Contract Work in a specific Scheme under a HPCDS ITT is known as an "HPCDS Individual Bid".
- 1.7 The successful Applicant will be awarded the following full year allocation, pro-rated for the period from the contract start date to 31 October 2023:

Scheme	Acts of Assistance	% buffer	Total
Dartford	368	37	405

- 1.8 The Scheme Guide at Annex A provides historical data on Acts of Assistance and listing volumes. All information relating to the volume and value of work included within the HPCDS Scheme Guide is based on information available to the LAA including information that has been reported by current Providers. This information should not be relied upon by prospective bidders. The LAA gives no guarantees or warranties regarding the accuracy of any information or regarding

the actual volume or value of any HPCDS Contract Work during the contract period. Volumes have been impacted by the coronavirus pandemic with the suspension of housing possession actions in the court between 27 March and 21 September 2020. For more information see the Annex to the [Mortgage and landlord possession statistics: July to September 2021 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/94421/mortgage-and-landlord-possession-statistics-july-to-september-2021.pdf)

Who can bid?

- 1.9 Any organisation who meets the minimum contract requirements may tender to deliver HPCDS Services.
- 1.10 To be eligible to bid for a HPCDS contract organisations must, at the Office from which they are tendering, hold a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law
- 1.11 The minimum requirements to hold a HPCDS contract are set out at paragraph 2.5.
- 1.12 The LAA will not accept subcontracting or consortia arrangements but the use of Agents is permitted in certain circumstances set out in paragraphs 1.23 -1.25.

About the HPCDS Contract

- 1.13 The LAA is seeking to award a HPCDS Contract for the Dartford Scheme to an Applicant who can commence service delivery from 19 December 2022. The Contract Period runs until 31 October 2023 with a break clause exercisable in July 2023 (subject to the LAA's rights of early termination).
- 1.14 The HPCDS Contract consists of and is formed of the following parts:
 - The Offer Letter (also known as the Contract for Signature and including the annex);
 - The HPCDS Schedule(s) (which set out the Scheme(s) a Provider is authorised to undertake work in and any bespoke terms relevant to the delivery of Contract Work);
 - The 2013 Standard Civil Contract Specification, (as amended), which governs how HPCDS Contract Work must be delivered. This is comprised of the General Rules to the 2018 Standard Civil Contract Specification (sections 1-6) and the Category Specific Rules of the 2013 Standard Civil Contract (section 10 HPCDS only) as amended to relate solely to HPCDS Contract Work; and
 - The 2018 Standard Civil Contract Standard Terms.

Payment for HPCDS Contract Work

- 1.15 The rules regarding remuneration for HPCDS work are set out in paragraphs 10.19 – 10.23 of the 2013 Standard Civil Contract Specification Category Specific Rules.
- 1.16 HPCDS Contract Work is Controlled Work. Payment will be monthly in arrears for work done. Payment will be made separately from the Standard Monthly Payment or Variable Monthly Payment for other Controlled Work.
- 1.17 The LAA will pay Providers for HPCDS Controlled Work properly carried out in accordance with the Contract through a standard fee scheme. The rates payable are those which apply to the 2013 Standard Civil Contract. They are set out in the Remuneration Regulations in Schedule 1 at Table 6. This is available at <https://www.legislation.gov.uk/uksi/2013/422/schedule/1/made>
- 1.18 The rate is payable per Client and covers all work for a Client in relation to a hearing. If a Provider advises or represents the Client at more than one hearing, then fees are claimable for each hearing. A Provider does not need to have represented the client at both the review and the substantive hearings in order to be paid for both hearings i.e. if you only represent the client at the review hearing then you will be paid for that hearing. There are no additional payments for travel or waiting. No additional payments will be made other than for disbursements incurred in representing a Client at a remote hearing.
- 1.19 For the purpose of a HPCDS, “session” means a period when the court is in session. The court will determine the number of sessions per day and as long as there is a clear break between sessions listed on the same day payments can be claimed for each session.

Reporting

- 1.20 The rules regarding reporting HPCDS Contract Work are set out in paragraph 10.26 of the Category Specific Rules to the 2013 Standard Civil Contract Specification (as amended).
- 1.21 Reporting of work done will be separate from reporting for other Controlled Work. Payment will be triggered by the LAA’s receipt of correctly completed monthly monitoring forms on or before their respective due date.

Matter Start boundaries

- 1.22 The rules regarding Matter Start boundaries are set out in paragraphs 10.24 – 10.25 of the Category Specific Rules to the 2013 Standard Civil Contract Specification (as amended).

Using Agents

1.23 For the purposes of the HPCDS, an Agent is an individual caseworker not employed by the Provider used in the provision of the scheme.

1.24 Applicants intending to use Agents should familiarise themselves with the relevant clauses in the 2018 Standard Civil Contract on using Agents. In particular as the delegation, will, of necessity be of the entire Act of Assistance, because HPCDS cover one-off advice at Court, the conditions in paragraph 2.5 of the General Rules to the 2018 Standard Civil Contract Specification must be satisfied. This means that:

- a) The Agent's work is subject to the Provider's supervision;
- b) The Agent is integrated into the Provider's processes, including Data Protection and Equal Opportunities, and is shown in your management structure;
- c) The Agent's work is covered by the Provider's insurance;
- d) The Provider retains responsibility for each Act of Assistance or case undertaken by the Agent; and
- e) Matters and cases undertaken by the Agent are not referred to a separate organisation.

1.25 Where an Applicant specifies the use of Agents in its ITT Response, an authorisation to use Agents in that way will form part of the HPCDS Schedule.

About the HPCDS Service

1.26 The HPCDS Service offers "on-the-day" emergency face to face advice and advocacy in court to anyone facing possession proceedings at either a review hearing or a substantive hearing. Anyone in danger of eviction or having their property repossessed can access legal advice and representation on the day of their hearing, regardless of their financial circumstances.

1.27 The Scheme covers the following types of proceedings at court:

- (a) private rented possession proceedings;
- (b) public/registered social landlord rented possession proceedings;
- (c) mortgage possession proceedings;
- (d) applications to stay/suspend execution of warrants of possession; and
- (e) Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale.

1.28 For Clients within the scope of the Scheme, Providers must provide the following services:

- (a) advice (whether in person or remotely) to the Client on the day of the listed hearing;
- (b) advocacy for the relevant proceedings on the day of the listed hearing (whether in person or remotely);
- (c) advice (whether in person or remotely) to the Client on the day, post the listed hearing, explaining the outcome and the options available to the Client;
- (d) on the day of the listed hearing, assisting Clients to liaise with third parties;
- (e) referrals to other providers to take on follow up work where the Provider is unable to take on this work under their 2018 Standard Civil Contract or to other organisations where the Client may not be eligible for Legal Aid;
- (f) send a letter to each Client setting out the advice given.

1.29 Under the HPCDS Contract, Providers or their Agents must advise, as required, on all HPCDS Cases that arise at the courts listed in their HPCDS Contract. The scope of Contract Work is defined in the HPCDS Contract Specification.

1.30 Applicants should read the HPCDS Contract in its entirety for further details about HPCDS Contract Work. This can be found at <https://www.gov.uk/government/publications/standard-civil-contract-housing-possession-court-duty-scheme-2013>

SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

- 2.1 All Applicants must submit a Tender which consists of a response to the HPCDS ITT.
- 2.2 The ITT Response submitted must be capable of assessment.
- 2.3 Applicants may not submit more than one response to the ITT. Where an Applicant submits more than one HPCDS ITT Response, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 2.4 If an ITT Response is not submitted or is incapable of assessment it will be rejected.

HPCDS Minimum requirements

2.5 All Applicants tendering for a HPCDS Contract must be able to evidence how they meet the following requirements:

Minimum Requirement	Evidence required
<p>The Applicant holds a 2018 Standard Civil Contract with authorisation to conduct Contract Work in the Housing and Debt Categories from the Office(s) from which it tenders.</p>	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p> <p>The LAA will check its own records to ensure that Applicants have authorisation to deliver Housing and Debt Categories under a 2018 Standard Civil Contract. If this is not the case their Individual Bid will be unsuccessful.</p>
<p>The Applicant must be able and willing to advise on all HPCDS Cases (as required) listed by a court(s) within the relevant Scheme to include delivery of HPCDS services remotely and face to face at court as required.</p>	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p>
<p>The Applicant must employ, from the Contract Start Date, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the Contract Work in the relevant Scheme</p>	<p>Applicants must submit a compliant Supervisor Declaration Form with their Tender.</p>
<p>The Applicant must have access to an Authorised Litigator</p>	<p>Applicants must provide the Authorised Litigator's name and roll number with their Tender.</p>
<p>All Caseworkers delivering HPCDS Contract Work must:</p> <ul style="list-style-type: none"> • be competent and suitably experienced; and • routinely conduct a minimum of 12 hours casework in the Housing and Debt Categories per week; and 	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p>

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| <ul style="list-style-type: none">• be authorised to advise and represent Clients in relation to housing possession proceedings. | |
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SECTION 3: eTENDERING SYSTEM

- 3.1 All Tenders must be completed and submitted using the eTendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at www.legalaid.bravosolution.co.uk
- 3.2 Applicants already registered on the eTendering system whose registration details remain up to date do not need to register again. Applicants are encouraged to ensure that they review the contact details held in the eTendering system to ensure these are up to date.
- 3.3 Where an Applicant already has multiple registrations on the eTendering system it should ensure that it uses the registration which matches the name and trading status of the organisation on whose behalf the Tender is submitted.
- 3.4 Applicants who have forgotten their password, must click on the 'Forgotten your password?' link on the eTendering system homepage to get their password reset.
- 3.5 Applicants must familiarise themselves with the eTendering system guides available through the 'Technical Support and Guidance' link on the eTendering system home page. These provide detailed guidance on how to complete a Tender.
- 3.6 The LAA will communicate with Applicants about this procurement process through the eTendering system message board. Applicants must check the message board regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their eTendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender, can be actioned as necessary.
- 3.7 The HPCDS ITT is available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the eTendering system.
- 3.8 All Applicants must submit a Response to the HPCDS ITT.

- 3.9 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.10 Once Applicants have completed their response to the HPCDS ITT they must submit it by clicking on the "Submit Response" button.
- 3.11 Applicants may amend and re-submit their response at any time up to the Deadline. If so amended and re-submitted, only the last response shall be assessed.
- 3.12 An Applicant may check that it has successfully submitted its ITT Response by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its ITT Response for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the eTendering system are up to date.
- 3.13 ITT Responses are sealed. This means that the LAA is unable to access submitted ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an ITT Response or Tender, nor can it confirm if an ITT Response or Tender has been completed correctly.
- 3.14 All questions marked with a red asterisk on the eTendering system are mandatory. The eTendering system will not permit an Applicant to submit its ITT Response unless answers to those questions are provided.
- 3.15 There is a button in the eTendering system called 'check mandatory questions'. By clicking on this the eTendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 3.16 When an Applicant submits its ITT Response for the first time, it will receive an automated message confirming that its response has been successfully submitted. This only provides an indication of whether the ITT Response has been transmitted to the LAA and not whether the ITT Response or Tender is fully completed and/or will be assessed as being successful.

SECTION 4: COMPLETION OF THE HPCDS ITT

Completion of the HPCDS ITT

- 4.1 The HPCDS ITT can be found in in the eTendering system in Project 144 at ITT 829 – HPCDS ITT for Dartford Scheme.
- 4.2 The HPCDS ITT contains a series of questions covering the following areas:
 - Individual Bid details and Verification (Section A)
 - Warranties and Declarations (Section B)
- 4.3 A full breakdown of each of the questions for the ITT is included in the relevant ITT and is replicated at Annex B.
- 4.4 Applicants must respond to each question in the relevant ITT by selecting the correct drop-down option or by providing a typed answer in the free text box provided. Each free text box is limited to 2000 characters (including spaces).
- 4.5 Where a question requires a response from a drop-down menu, Applicants may either select an option from the drop-down list or, if they know the answer option they wish to select, use the quick search functionality by typing in the ‘response’ box in the eTendering system.
- 4.6 Where an Applicant is required to provide information in response to the questions in the HPCDS ITT, the responses required must relate to the Applicant that will be delivering the Contract Work and not to any Agents that will be used.
- 4.7 Applicants must submit verification information with their HPCDS ITT Response. An Applicant must provide all the information required to verify its Individual Bid as part of Section A of their HPCDS ITT Response.
- 4.8 Where an Applicant wishes to submit more than one Supervisor Declaration Form for its ITT Response, the completed Supervisor Declaration Forms must be merged into a single document and the single document uploaded into the eTendering system.
- 4.9 Before submitting its HPCDS ITT Response an Applicant must check that it has answered all questions correctly. If an ITT Response is incomplete it may be assessed as unsuccessful.
- 4.10 Tenders, including HPCDS ITT Responses, will not be opened by the LAA until after the Deadline and therefore if an Applicant’s Tender is incomplete, this will only be identified on assessment, at which point it shall be too late for an Applicant to submit any further information.

4.11 A declaration in the form set out at Section B of the HPCDS ITT (see Annex B) must be provided by:

- (a) the Compliance Officer for Legal Practice (COLP); or
- (b) the Head of Legal Practice (HOLP); or
- (c) the Compliance Manager (CM); or
- (d) where the Applicant is not authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

SECTION 5: APPLICANTS' QUESTIONS

5.1 If an Applicant has a question about the procurement process to which they cannot find an answer either in this document or in the guidance provided in the eTendering system, they may direct it through one of two different channels depending on the nature of the query.

Questions about this IFA

5.2 If an Applicant has any questions about the content of this IFA, it may submit them up until **23.59 on 16 November 2022**. This is referred to in the eTendering system as the 'End date for supplier clarification messages'.

5.3 All such questions must be submitted using the eTendering system message boards.

5.4 Because of the way the LAA downloads messages from the eTendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to. However, during peak periods of activity it may take the LAA longer to respond due to the increased volumes of messages received.

5.5 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest may be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages <https://www.gov.uk/government/publications/civil-tender-activity-2021> in the 'Procurement Process for Dartford HPCDS Services from December 2022 Frequently Asked Questions (FAQ)'.

5.6 Applicants should note that this is the only opportunity to ask questions about the procurement process. The LAA will not be able to provide responses to questions about the process through any other method.

Technical questions about how to operate the eTendering system

- 5.7 There is an eTendering helpdesk to provide technical support in relation to the use of the eTendering system. The helpdesk is **unable** to assist with problems with Applicants' own computer hardware or systems. For these types of issues Applicants should contact their own IT support.
- 5.8 Questions for the eTendering helpdesk should be emailed to: help@bravosolution.co.uk Alternatively, the telephone number for the helpdesk is 0800 069 8630 and lines are open from 8am to 6pm Monday to Friday.
- 5.9 The LAA recommends that Applicants start to complete their Tenders early so that they identify any areas in which they need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time and accepts no responsibility if they are not.
- 5.10 Applicants should note that the eTendering helpdesk is the only method by which they can receive assistance on using the eTendering system.

SECTION 6: TENDER ASSESSMENT

HPCDS ITT assessment

- 6.1 HPCDS ITT Responses will be assessed in the following stages:

- Stage 1- SQ check
- Stage 2 – HPCDS requirements assessment
- Stage 3 – HPCDS ITT assessment
- Stage 4 – Declaration and warranties assessment
- Stage 5 – Tie Break (if applicable)
- Stage 6 – Verification
- Stage 7 – Contract award

Stage 1 – SQ check

- 6.2 The LAA will check that the Applicant has submitted an SQ Response under a prior procurement process. In the event that no SQ Response has been submitted this will be assessed as an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 6.3 Where the Applicant has answered "Yes" to question A.3 indicating that there have been changes to the answers submitted in their previous SQ since submission, the LAA will seek to clarify the Applicant's Tender in accordance with paragraph 9.27 of the IFA.

- 6.4 Where the clarification response shows that a material amendment to the Applicant's SQ responses has occurred, the LAA will require the Applicant to submit up to date responses to the Rejection Criteria taking account of the changes. The Applicant must provide a revised response within 3 days of the LAA's request. If the Applicant fails to respond within the required timeframe, the LAA shall assess it solely on the basis of the information provided in its initial clarification response and that may mean that the LAA rejects the Applicant's Tender.

Stage 2 – HPCDS requirements assessment

- 6.5 As set out at paragraph 2.5 the LAA will firstly check its own records to confirm whether the Applicant holds a 2018 Standard Civil Contract with authorisation to deliver Contract Work in the Housing and Debt Categories of Law at the Office from which it has tendered for a HPCDS.
- 6.6 The LAA will reject any HPCDS Individual Bid where an Applicant does not meet the circumstances set out in paragraph 6.5.

Stage 3- HPCDS ITT assessment

- 6.7 Where there is more than one bid for Dartford HPCDS, the LAA will give preference to an Applicant who:
- has recent and relevant experience of delivering HPCDS services; and
 - is able to deliver HPCDS Services through an Office based in the corresponding Housing and Debt Procurement Area which has authorisation in the Housing and Debt Categories of Law; and
 - is able to deliver HPCDS Contract Work from the Contract Start Date (19 December).
- 6.8 Applicants will be awarded points, up to a maximum of 13 based on the criteria they are able to meet. The contract will be awarded to the Applicant who achieves the highest score. Where more than one Applicant is tied on the same score, the LAA will consider the tied Applicants' responses to the two Tie Break questions in accordance with paragraph 6.15 and award the Contract to the Applicant that achieves the highest score for the Tie Break (see section A of the HPCDS ITT in Annex B).
- 6.9 Points will be awarded as follows: -

Award criteria	Points available
Applicant is able to deliver HPCDS Services through an Office based in the	5 – where this Office is a Permanent Presence

<p>corresponding Housing and Debt Procurement Area which has authorisation in the Housing and Debt Categories of Law</p>	<p>3 – where this Office is a Part Time Presence</p> <p>The LAA will check its own records to confirm that the Applicant’s nominated Office is in the corresponding Procurement Area and has authorisation in the Housing and Debt Categories of Law.</p> <p>Where the LAA’s records do not confirm that the Applicant has an Office in the corresponding Procurement Area with authorisation in the Housing and Debt Categories of Law, the Applicant will receive 0 points for this question.</p> <p>For Offices with schedule authorisation in the Housing and Debt Categories of Law a score will be attributed based on whether the Office is set out in its schedule as being a Permanent Presence or Part Time Presence.</p>
<p>Applicant has recent and relevant experience of delivering HPCDS services</p>	<p>5 – where the Applicant is a current HPCDS provider (i.e. they are the contract holder for at least one HPCDS)</p> <p>3 – where the Applicant has experience of being a HPCDS provider within the last 3 years (i.e. since 30 November 2019)</p> <p>1 – where the Applicant currently acts as an agent for a HPCDS provider on at least one HPCDS</p> <p>The LAA will check its own records to confirm whether the Applicant is a current HPCDS provider, has previous experience of being a HPCDS provider or is currently acting as an agent for a current HPCDS provider. Where the LAA’s records do not confirm the position claimed, the LAA will reduce the score to reflect the actual position.</p>

<p>Applicant is able to deliver HPCDS Contract Work from 19 December 2022</p>	<p>3 – where an Applicant confirms they can deliver services from 19 December 2022</p> <p>1 - where an Applicant confirms they can deliver services from 2 January 2022</p> <p>An Applicant who cannot confirm they are able to deliver services from either 19 December or 2 January 2022 will receive 0 points for this question.</p>
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Stage 4 - Declarations and warranties assessment

- 6.10 The LAA will review the warranties and declarations given in an Applicant’s ITT Response (Section B of the HPCDS ITT) to ensure the Applicant has provided the necessary declarations and warranties.
- 6.11 The LAA will assess the declarations and warranties on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 6.12 Where the Applicant fails to provide the necessary declarations and warranties, the whole ITT Response may fail.
- 6.13 Applicants who are assessed as having provided the necessary declarations and warranties will be eligible for the award of a HPCDS Contract subject to the application of the tie break where necessary (stage 5) and to verification (stage 6).

Stage 5 – Tie Break

- 6.14 Where more than one Applicant is tied the LAA will consider the tied Applicants’ responses to the two Tie Break questions in accordance with paragraph 6.15 and award the Contract to the Applicant that achieves the highest score for the Tie Break.

Assessment of Tie Break

- 6.15 There are two Tie Break questions. They will both be scored between 0-5 using the following scoring matrix:

Scoring Matrix

Score (0-5)	Scoring Criteria:
0	<p>Unacceptable: The following is indicative of factors that would lead to a score of 0:</p> <ul style="list-style-type: none"> • The Applicant fails to respond to the sub-criteria or there is substantial failure to properly address any issues/areas listed in the sub-criteria
1	<p>Poor response: The following is indicative of factors that would lead to a score of 1:</p> <ul style="list-style-type: none"> • Little or no detail provided to answer the sub-criteria or a generic or vague response is provided making no reference to the specific issues/areas listed in the sub-criteria • The response provided requires the reviewer to make assumptions • The response provides confused and/or contradictory information in relation to other responses
2	<p>Satisfactory: The following is indicative of factors that would lead to a score of 2:</p> <ul style="list-style-type: none"> • The response engages with the sub-criteria but does not specifically address all issues/areas listed in the sub-criteria • The Applicant provides limited evidence/information indicating how it meets the sub-criteria
3	<p>Good: The following is indicative of factors that would lead to a score of 3:</p> <ul style="list-style-type: none"> • The response addresses all issues/areas listed in the sub-criteria • The Applicant provides some evidence/information how it meets the sub-criteria • The response provides consistent information in relation to other responses
4	<p>Very Good: The following is indicative of factors that would lead to a score of 4:</p> <ul style="list-style-type: none"> • The response addresses all issues/areas listed in the sub-criteria with a high level of detail • The Applicant provides greater evidence/information indicating how it meets the sub-criteria

	<ul style="list-style-type: none"> • The response provides consistent information in relation to other responses
5	<p>Excellent: The following is indicative of factors that would lead to a score of 5:</p> <ul style="list-style-type: none"> • The response addresses all issues/areas listed in the sub-criteria in a comprehensive manner • The Applicant provides high quality evidence/information indicating how it meets the sub-criteria • The response provides consistent information in relation to other responses

6.16 Scoring guidance for the Tie Break is set out at Annex C.

6.17 Where Applicants remain tied following assessment of the Tie Break then the LAA may award more than one contract to deliver Dartford HPCDS, with the successful Applicants delivering the HPCDS on a rota.

Stage 6 – Verification

6.18 The LAA will review the verification information given in an Applicant's ITT Response (Section A of the HPCDS ITT) to ensure the Applicant has provided compliant verification information.

6.19 The LAA will not enter a contract with an Applicant until the verification process is concluded.

6.20 Where the Applicant is unable to provide a compliant verification information an Applicant's Individual Bid may be rejected.

6.21 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award to an Individual Bid as a consequence of their failure to satisfactorily verify their Tender, the LAA shall have no responsibility whatsoever to the Applicant (or any related party) for any cost, expense or any other liability they have incurred or may incur in the course of submitting their Tender.

Stage 7 – Contract award

6.22 All Applicants will be notified of the outcome of their Tender through the eTendering message board. Notifications to Applicants whose Tender is unsuccessful will include details of why their Tender is unsuccessful.

6.23 The LAA intends to notify Applicants of the outcome of their Tender in December 2022

6.24 More detail of the notification process is set out in Section 7 of this IFA.

SECTION 7: NOTIFICATION OF TENDER OUTCOMES

7.1 The LAA will notify Applicants of the outcome of their Tender in accordance with the timetable set out earlier in this IFA at page 2.

7.2 Applicants will be notified of the outcome of their Tender through the eTendering system message board.

7.5 There is no right of appeal against the LAA's assessment of ITT Responses.

SECTION 8: VERIFICATION AND CONTRACT EXECUTION

8.1 All successful Applicants will be required to verify their Individual Bids and all Contract awards will be conditional on Individual Bids being satisfactorily verified by the LAA. Details of the verification requirements are set out at Annex E of this IFA. Verification information must be provided with an Applicant's ITT Response.

8.2 If verification is successfully concluded an Applicant's Contract documents will be uploaded to enable them to deliver Contract Work awarded under this procurement process from 19 December 2022

8.3 It is the Applicant's sole responsibility to ensure they provide us with all the necessary information to evidence they meet the relevant verification requirements with their ITT Response.

8.4 Where the Applicant has not submitted information in accordance with the paragraph 8.1 for an Individual Bid then the award in respect of an Individual Bid or the HPCDS Contract may be withdrawn as applicable.

8.5 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award to an Individual Bid or an HPCDS Contract as a consequence of their failure to satisfactorily verify any aspect of their Tender, the LAA shall have no responsibility whatsoever to the Applicant (or any related party) for any cost, expense or any other liability they have incurred or may incur in the course of submitting their Tender.

- 8.6 Please note, the LAA will not enter into contract or issue or amend any Contract Schedule with Applicants until pre-contract verification process is concluded i.e. the Applicant satisfactorily verifies information required at the latest by the time and date set out in this IFA at paragraph 8.1.

Issuing of HPCDS Contract documentation

- 8.7 HPCDS Contract documentation will be issued and executed electronically via Adobe Sign.
- 8.8 Contracts that have not been executed two weeks after the Contract Start Date, may be withdrawn at the LAA's sole discretion. The LAA will have no liability to an Applicant whatsoever as a consequence of any such withdrawal.

SECTION 9: GENERAL RULES OF THIS PROCUREMENT PROCESS

Introduction

- 9.1 This procurement process is governed by this IFA which represents a complete statement of the rules of the procurement process. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral. References to 'Tender' include, as applicable, any submission forming part of a Tender such as the Response to the ITT.
- 9.2 'Legal services' are classified as Social and Other Specific Services to which The Public Contracts Regulations 2015 (the "Regulations") only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to the procurement of Social and Other Specific Services.
- 9.3 This IFA and any supplementary documents issued as part of this procurement process are governed and construed in accordance with English Law.

Submitting a Tender

- 9.4 The Applicant agrees to comply with the rules (contained in this Section 9 and elsewhere in this IFA) of this procurement process, the terms of the user agreement governing the use of the LAA eTendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA will assess the Applicant's Tender as unsuccessful.
- 9.5 The Applicant must submit a complete Tender (in accordance with paragraph 9.8) by the Deadline. For the purposes of the Deadline, the time specified on the eTendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:

- (a) any requests by the Applicant to amend or submit the Tender after the Deadline; or,
- (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tender

and the Applicant accepts all responsibility for ensuring all parts of its Tender are submitted through the eTendering system by the Deadline.

- 9.6 The Applicant must submit a complete Tender (in accordance with paragraph 9.8) using the eTendering system at www.legalaid.bravosolution.co.uk. The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.
- 9.7 A Tender comprising of a Response to the HPCDS ITT must be authorised by one of the following:
- (a) the Applicant's COLP, HOLP or CM; or,
 - (b) where the Applicant is not authorised by a Relevant Professional Body, a member of Key Personnel who either:
 - (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or
 - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant
- 9.8 The Applicant must submit a complete Tender (i.e. a HPCDS ITT Response) prior to the Deadline. The Applicant must reply to every question in the Tender and upload all requested documentation, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information. Where an Applicant does not submit a complete Tender, their Tender will be rejected its entirety and there will be no right of appeal.
- 9.9 The Applicant may only submit one Tender (i.e. maximum of one response to the HPCDS ITT). Where an Applicant submits more than one HPCDS ITT Response, the LAA will assess only the last HPCDS ITT Response submitted prior to the Deadline.
- 9.10 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 9.11 Subject to the LAA's right to clarify at paragraph 9.26, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.

- 9.12 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 9.13 When providing Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, Clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 9.14 The Applicant, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the eTendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
 - (iii) it has capacity to concurrently deliver all of the services it has submitted a Tender for.
- 9.15 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 9.16 By submitting a Tender the Applicant agrees to be bound by the Contract without further negotiation or amendment.
- 9.17 In submitting its Tender, the Applicant acknowledges the fact that Applicants may be party to no more than one 2018 Standard Civil Contract. Further the Applicant acknowledges that subject to the provisions on the holding of a single Face to Face Contract as referred to in this paragraph 9.18, this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct of decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.
- 9.18 The Applicant must monitor and respond as appropriate to messages received through the eTendering system throughout this procurement process and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the eTendering system, including that outlined in 9.22 will be deemed to have been received by the Applicant at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.

9.19 Any Frequently Asked Questions published through the eTendering system in accordance with Section 5 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.

9.20 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA. The Applicant's Tender will form part of any Contract subsequently awarded.

Right to Cancel or Amend the Procurement Process

9.21 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/civil-tender-activity-2021> and notified to individual Applicants through a message on the eTendering system.

9.22 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with 9.21 before the Deadline may be rejected.

9.23 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.

9.24 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it 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. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 9 will take precedence.

9.25 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

Right to Clarify / Verify

9.26 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. It will not do so where this would afford an Applicant the opportunity to improve its Tender by submitting a changed bid which would constitute a new tender.

Where it does exercise its discretion to seek clarification or verification, in making its decision following receipt of an Applicant's response, the LAA will not take into account any information received which falls outside of the scope of the specific clarification or verification it is seeking.

- 9.27 Where the LAA contacts the Applicant in circumstances outlined in 9.26, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after the specified date may not be taken into account by the LAA when evaluating the Applicant's Tender.
- 9.28 The ITT requests some information that the LAA requires to be able to progress the issuing of contract documentation. Where this information is not provided or is inaccurate in the Tender, the LAA may contact the Applicant for these details. If the Applicant fails to provide the accurate information requested this will not result in a Tender being unsuccessful. However, this may delay the issuing of contract documentation to an Applicant who has been successful. That may prevent the Applicant from commencing and being paid for services under the relevant contract.

Right to Exclude

- 9.29 If the LAA receives information to suggest that any aspect of the Applicant's Tender is false, misleading or incorrect in any material way it may undertake such enquiries as it considers necessary to determine the accuracy of the Tender. The Applicant must assist with any such enquiries.
- 9.30 The LAA reserves the right at its absolute discretion to disqualify from the procurement process any Applicant for submitting:
- (i) false information; and/or
 - (ii) information which misrepresents the Applicants actual position; and/or
 - (iii) misleading information.
- 9.31 Paragraph 9.30 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

Canvassing

- 9.32 The Applicant (including its employees and agents) must not, whether directly or indirectly:
- (a) canvass, or attempt to obtain any information from, any Ministers, officers, employees, agents or advisers of the LAA in connection with this procurement process; or

- (b) offer or agree to pay or give any sum of money, inducement or valuable consideration to any person for doing or having done or causing or having caused to be done any act or omission in relation to this procurement process.

Collusion

9.33 The Applicant must not collude with any other person or organisation in any way during this procurement process. This would include, but not be limited to, the following examples:

- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;
- (b) Communicating to any other person any information relating to any fees or rates contained in the Applicant's Tender which will be competitively assessed as part of the procurement process, unless such communication is with a person who is a participant in the Applicant's Tender;
- (c) Entering into any agreement with any person for the purpose of inciting that person to refrain from submitting a Tender;
- (d) Sharing, permitting or disclosing access to any information relating to its Tender.

9.34 If the LAA reasonably believes that the Applicant has colluded with another person in any way that breaches paragraph 9.33, the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately exclude the Applicant from any further involvement in this procurement process.

Award

9.35 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA using the eTendering message boards for this procurement process at www.legalaid.bravosolution.co.uk. The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. If upon re-assessment, the Applicant's Tender is deemed to be unsuccessful or any conditions of contract award are not met, the LAA will not proceed with any decision made to award a contract. Failure to notify the LAA of a material change may result in disqualification from the procurement process and/or termination of the contract.

9.36 The LAA reserves the right, prior to any execution of a contract, to carry out further due diligence checks as it deems necessary or appropriate. Where, as part of any due diligence, an Applicant is found not to comply with any of the

minimum contract requirements which the Applicant committed to meeting in its Tender, the LAA will not proceed with any decision made to award a contract.

9.37 The LAA reserves the right to place additional contractual conditions on the award of a contract to an individual Applicant.

9.38 The award of a contract does not guarantee a minimum amount of work for the Applicant or that a minimum level of income will be generated for the Applicant as a result of that contract.

Appeal and costs and expenses of Tender

9.39 There is no right of appeal against the LAA's assessment of HPCDS ITT Responses.

Confidentiality, Data Protection & Freedom of Information

9.40 The LAA may share any information contained in an Applicant's Tender with the provider of the eTendering system for the purposes of administering the procurement process.

9.41 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA") the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.

9.42 If an Applicant is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.

9.43 The Applicant must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA's obligations under FOIA.

9.44 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.

9.45 By submitting a Tender an Applicant consents and confirms that they have obtained all necessary consents from the relevant Data Subject to such Personal Data being processed and used in accordance with and/or for the purposes of administering the procurement process as contemplated by the IFA, the Tender and for the management of any Contract subsequently awarded.

- 9.46 The LAA and the Applicant anticipate that the LAA shall act as a Controller and Processor in respect of any Personal Data provided to it by the Applicant as a requirement of the Tender.
- 9.47 The Applicant warrants and undertakes, as a condition of the Tender, to the LAA, on a continuing basis, that:
- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Laws and shall not disclose, transfer or otherwise process Personal Data outside the UK without the prior written agreement of the LAA; and
 - (b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents is revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.
- 9.48 The Applicant agrees that it shall notify the LAA immediately if any Data Subject revokes, withdraws and/or changes their consent to the disclosure of the Personal Data to the LAA in connection with the Tender.
- 9.49 The LAA shall implement and maintain appropriate technical and organisational security measures to comply with the obligations imposed on the LAA by the Security Requirements.
- 9.50 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.
- 9.51 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.
- 9.52 Following completion of this procurement process, the LAA will retain copies of the Tender in accordance with the LAA's retention policy.

Copyright & Intellectual Property Rights

- 9.53 The information contained in this IFA is subject to Crown Copyright. Applicants may, subject to 9.61, re-use this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> or write to the Information policy team, The National Archives, Kew, London, TW9 4DU, complete the online enquiry form: <https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>

9.54 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of HPCDS Services in England and Wales from December 2022 Invitation To Tender Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

Annex A: Housing Possession Court Duty Scheme Guide

Housing Possession Court Duty Scheme: Dartford

This guide is designed to provide information on the Dartford Scheme for HPCDS services from December 2022. It provides information on the Scheme and the court covered.

About the court locations in this Scheme

The court location to be served in this Scheme is Dartford County Court and Family Court.

Court location covered by the Dartford Scheme	Address	Contact details and Opening times	Parking Information
Dartford County Court and Family Court County Court location code: 184	Home Gardens Dartford DA1 1DX	Enquiries: County Court Tel: 0300 123 5577 Email: enquiries.dartford.countycourt@justice.gov.uk Court open: Monday to Friday 9 am to 4pm For County Court enquiries, by prior appointment only	No parking information available

Corresponding Housing and Debt Procurement Areas

When submitting their Tender, Applicants should confirm the Housing and Debt Procurement Area in which their Office is based by using the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council>

For the avoidance of doubt, for the purposes of this procurement process details of the corresponding and neighbouring Housing and Debt Procurement Areas are:

Corresponding Housing and Debt Procurement Area	Local Authorities included in the Procurement Area
North Kent and Medway	Medway Council, Dartford Borough Council, Gravesham Borough Council, Swale Borough Council

HPCDS volumes in the Dartford Scheme¹

The tables below indicate historical data for the Dartford HPCDS

Scheme	Acts of Assistance (October 2021 – September 2022)
Dartford	81

Court	Time period	Total number of Listings ²	Listing Information – Types of Hearing			
			Mortgage	Accelerated Landlord	Private Landlord	Social Landlord
Dartford County Court and Family Court	2021	1351	128	412	474	337
Dartford County Court and Family Court	2022	664	73	255	175	161

Court	Listing Days
Dartford County Court	Tuesdays

All information relating to the volume and value of work included within the HPCDS Scheme Guide is based on information available to the LAA including information that has been reported by current Providers. This information should not be relied upon by prospective bidders. The LAA gives no guarantees or warranties regarding the accuracy of any information or regarding the actual volume or value of any HPCDS Contract Work during the contract period.

¹ Acts of assistance data is drawn from the Legal Aid Agency's internal Management Information. Listing information is taken from HMCTS court listing data available at [Mortgage and landlord possession statistics: July to September 2021 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/statistics/mortgage-and-landlord-possession-statistics-july-to-september-2021)

² Claims listed and warrants

ANNEX B: INVITATION TO TENDER

HPCDS ITT

Section A – Individual Bid details

	Question	Response Type
Note	<p>Applicants wishing to bid for a HPCDS Contract must submit a response to this Invitation To Tender (ITT).</p> <p>The information requested in question A.1 and A.2 is non-assessed but may be used in the verification of the Applicant’s Tender. Answers to question A.3 will undergo the SQ check as set out at 6.2 – 6.4 of the IFA.</p>	
A.1	Full name of Applicant	Free text
A.2.i	Contact name for the purposes of this procurement process	Free text
A.2.ii	Contract telephone number for the purposes of this procurement process	Free text
Note	<p>To be eligible to bid, Applicants must hold a 2018 Standard Civil Contract with authorisation to deliver Contract Work in the Housing and Debt Categories of Law. Applicants must therefore have submitted an SQ response under a previous procurement process.</p>	
A.3	<p>Have there been any changes to the answers submitted in your previous SQ response since you submitted it?</p> <p>In accordance with paragraphs 6.3, 6.4 and 9.27 of the IFA the LAA will seek to clarify the Applicant’s Tender if they answer ‘Yes’ to question A.3.</p>	<p>Options list:</p> <p>Yes</p> <p>No</p>

<p>Note</p>	<p>The LAA will give preference to those organisations who hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the corresponding Housing and Debt Procurement Area.</p> <p>As set out at paragraph 6.29 the LAA will check its own records to confirm that the Applicant’s nominated Office is in the corresponding Procurement Area and has authorisation in the Housing and Debt Categories of Law.</p> <p>Where the LAA’s records do not confirm that the Applicant has an Office in the corresponding Procurement Area with authorisation in the Housing and Debt Categories of Law, the Applicant will receive 0 points for this question.</p>	
<p>A.4.i</p>	<p>Please enter the Office address, (excluding postcode) from which you intend to deliver this Housing Possession Court Duty Scheme.</p>	<p>Free text</p>
<p>A.4.ii</p>	<p>Please enter the Office postcode for the Office from which you intend to deliver this Housing Possession Court Duty Scheme.</p>	<p>Free text</p>
<p>A.4.iii</p>	<p>Please enter the LAA Account Number for this Office.</p> <p>LAA Account Numbers are alphanumeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant’s current LAA Contract Schedule documentation.</p>	<p>Free text</p>
<p>A.4.iv</p>	<p>Is the Office from which you are bidding to deliver HPCDS Contract work for the Scheme located in the corresponding Housing & Debt Procurement Area of North Kent and Medway (see Annex A for the Local Authorities included in this Procurement Area)?</p>	<p>Yes – 5 points if the Office is a Permanent Presence, 3 points if</p>

	For existing Offices with schedule authorisation in the Housing and Debt Categories of Law a score will be attributed based on whether the Office is set out in its schedule as being a Permanent Presence or Part Time Presence.	the Office is a Part Time Presence No – 0 points
A.4.v	Please provide the name(s) of the nominated Supervisor(s) you intend to supervise HPCDS Contract Work for this Individual Bid.	Free Text
Note	<p>Preference will be given to Applicants who are current HPCDS providers.</p> <p>The LAA will check its own records to confirm whether the Applicant is a current HPCDS provider, has previous experience of being a current HPCDS provider or is currently acting as an agent for a current HPCDS provider. Where the LAA's records do not confirm the position claimed by the Applicant, the LAA will reduce the score to reflect the actual position.</p>	
A.5.i	Have you got experience of delivering HPCDS services?	<p>Yes, I am a current HPCDS provider – 5 points (answer A.5.ii)</p> <p>Yes, I have experience of being a HPCDS provider within the last 3 years – 3 points (answer A.5.ii)</p> <p>Yes, I currently act as an agent for a HPCDS</p>

		provider – 1 point (answer A.5.ii) No – 0 points
A.5.ii	In relation to your response to A.5.i, please confirm which HPCDS you are either the current provider of, have experience of delivering in the last 3 years, or currently act as an agent for. If you answered no to A.5.i please enter N/A.	Free Text
Note	Preference will be given to Applicants who are able to start delivering HPCDS Contract Work from 19 December 2022	
A.6.i	Please confirm the date from which you can start delivering HPCDS Contract Work.	Options 19 December 2022 (3 points) 2 January 2023 (1 point) After 2 January 2022 (0 points)
A.6.ii	Where you have answered in response to A.6.i that you are able to start delivering HPCDS Contract Work after 2 January, please confirm the date from which you are able to start delivering HPCDS Contract Work.	Free Text

	If you confirmed in response to A.6.i that you can start delivering HPCDS Contract Work from either 19 December 2022 or 2 January 2023 please answer N/A.	
Note	Applicants are asked to confirm whether they will use Agents in delivering the HPCDS. No points are awarded for this question. Applicants should refer to paragraphs 1.23 – 1.25 of the IFA for further information on using Agents in the delivery of HPCDS services.	
A.7	Will Agents be used in the delivery of this Scheme?	Yes No
Note	Where more than one Applicant is tied following Stages 1- 4 of the tender assessment process outlined in section 6, meaning the LAA is unable to select the one Applicant to be awarded a Contract in an individual Scheme the LAA will consider the tied Applicants’ responses to the two Tie Break questions set out below and award the Contract to the Applicant that achieves the highest scores for the Tie Break.	
Note	The LAA will give preference to organisations that can provide a credible plan that gives greater confidence they can deliver this scheme along with the other scheme(s) they may deliver.	
A.8.i	Scheme Delivery In the text boxes provided please outline how you will deliver the services for this scheme (based on the information available at time of tender) along with the other scheme(s) you may deliver. Please include how you will manage and resource this scheme as well as these other scheme(s).	Free Text
A.8.ii	Follow up Work Please used the text boxes provided to describe how will you ensure clients receive suitable follow on assistance. This includes:	Free Text

	<p>- Your approach for ensuring that Clients can access follow on legal aid services via a Face to Face Housing and Debt Contract, either directly by you or by an alternative legal aid provider; and</p> <p>- How you will work with, and manage referrals to, local third sector organisations to provide additional help and support to Clients where appropriate.</p> <p>Please include how this will work where you are delivering the HPCDS services remotely.</p>	
Note	<p>Verification information</p> <p>In accordance with paragraphs 4.7 and 8.1 of the IFA, Applicants must submit compliant verification information with their ITT Response. This consists of a compliant:</p> <ul style="list-style-type: none"> • Supervisor Declaration Form for each Supervisor named at question A.4.v in this individual bid • Authorised Litigator name and roll number 	
A.9.i	<p>The Applicant must employ at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard in the Housing and Debt Categories of Law.</p> <p>Please provide at least one compliant Supervisor Declaration Form for each Supervisor in the Housing & Debt Category of Law.</p> <p>Where an Applicant wishes to submit more than one Supervisor Declaration Form for one or more of its Individual Bids, the completed Supervisor Declaration Forms must be merged into a single document and the single document uploaded as an attachment.</p> <p>As set out at paragraph 2.26 of the 2018 Standard Civil Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each.</p>	Attachment

	The Supervisor Declaration Form template is available to download from: https://www.gov.uk/government/publications/standard-civil-contract-2018 .	
A.9.ii	The Applicant must employ at least one PTE Authorised Litigator with experience of carrying out cases within the Housing & Debt Categories of Law. Please provide the Authorised Litigator's name and roll number.	Free Text

Section B: Warranties and Declaration

This section MUST BE COMPLETED by all Applicants wishing to bid for a HPCDS Contract

Declaration

By completing and submitting this ITT Response, the Applicant confirms that it will meet the following Minimum Requirements specified at paragraph 2.5 of the HPCDS Services Invitation To Tender Information For Applicants:

- i. holds a 2018 Standard Civil Contract with Schedule Authorisation to conduct Contract Work in the Housing and Debt Categories at the Office from which it is tendering; and
- ii. the Applicant will be able and willing to advise on all HPCDS Cases (as required) listed by a court within the Scheme, to include delivery of HPCDS services both remotely and face to face at court, as required; and
- iii. the Applicant employs, from the Contract Start Date, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the Contract Work in the relevant Scheme; and
- iv. the Applicant will have access to an Authorised Litigator; and
- v. all Caseworkers delivering HPCDS Contract Work will:

- a. be competent and suitably experienced; and
- b. routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and
- c. be authorised to advise and represent Clients in relation to housing possession proceedings.

By completing and submitting this Tender I give my undertaking that I am either:

- the Compliance Officer for Legal Practice (COLP) where the Applicant is authorised by the Solicitor Regulation Authority (SRA); or
- the Head of Legal Practice (HOLP) where the Applicant is authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) where Applicant is authorised by the Chartered Institute of Legal Executives (CILEx); or
- where the Applicant is not authorised by the SRA the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;

and am authorised to make this submission on behalf of the Applicant and that the answers submitted in this ITT Response are correct. I understand that the information will be used in the process to assess the Applicant’s suitability to be offered a HPCDS Contract. I understand that the LAA may conduct verification checks and may reject this ITT Response if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. I understand the LAA will verify my Tender and I will be required to evidence the information and warranties in the Applicant’s Tender, including in this ITT Response, as part of this ITT Response.

	Question	Response Type
C.1	Name of the individual making declaration on behalf of the Applicant	Free text
C.2	Status within the Applicant organisation	Option List: i) COLP

		ii) HOLP iii) CM iv) Key Personnel
--	--	--

ANNEX C: HPCDS Tie Break Scoring Guidance

Where more than one Applicant is tied following Stages 1- 4 of the tender assessment process outlined in section 6, meaning the LAA is unable to select the one Applicant to be awarded a Contract in an individual Scheme the LAA will consider the tied Applicants' responses to the two Tie Break questions set out below and award the Contract to the Applicant that achieves the highest scores for the Tie Break.

The LAA will give preference to organisations that can provide a credible plan that gives greater confidence they can deliver this scheme along with the other scheme(s) they deliver.		
Question A.8.i: Scheme Delivery	Assessment	Points available
<p>In the text boxes provided please outline how you will deliver the services for this scheme (based on the information available at time of tender) along with the other scheme(s) you may deliver.</p> <p>Please include how you will manage and resource this scheme as well as these other scheme(s).</p>	<p>The answer should include:</p> <ul style="list-style-type: none"> • Details to show that the numbers of Caseworkers and Supervisors that will deliver the Contract Work are sufficient and the dates from which each will be able to commence the delivery of advice. • How you will ensure that there are sufficient Caseworkers and Supervisors available to deliver this scheme alongside other schemes(s) you may deliver • How you will deploy Supervisors to support Caseworkers where multiple courts are operational within the scheme • How you will ensure you have enough suitable equipment/technology to be able to provide services remotely (where required), particularly where multiple courts are in operation within the scheme • How the Applicant will organise the delivery of services where Agents are used, including the arrangements in place to ensure their availability to deliver the Contract Work is secured. <p>Extra points may be awarded where an Applicant is able to demonstrate:</p> <ul style="list-style-type: none"> • A flexible staffing approach including capacity to effectively meet increases in staffing requirements at short notice 	5

	<ul style="list-style-type: none"> • Evidence of any contingency arrangements that would ensure consistent delivery of the service • Details of how the Applicant would deal with any emergency warrants 	
Question A.8.ii: Follow up Work	Assessment	Points available
<p>Please used the text boxes provided to describe how will you ensure clients receive suitable follow on assistance. This includes:</p> <ul style="list-style-type: none"> - Your approach for ensuring that Clients can access follow on legal aid services via a Face to Face Housing and Debt Contract, either directly by you or by an alternative legal aid provider; and - How you will work with, and manage referrals to, local third sector organisations to provide additional help and support to Clients where appropriate. <p>Please include how this will work where you are delivering the HPCDS services remotely.</p>	<p>The answer should include:</p> <ul style="list-style-type: none"> • Details of how the Applicant will deliver follow on work to Clients through their own Face to Face Housing and Debt Contract or through referrals to other legal aid providers. • Details of how the Applicant will identify where a Client might benefit from additional services provided by local third sector organisations. • Details of the process for referring Clients to local third sector organisations for assistance, where appropriate. • Where the Applicant is delivering HPCDS services remotely how it will ensure clients can access provision that is local to them <p>Extra points may be awarded where an Applicant is able to demonstrate:</p> <ul style="list-style-type: none"> • The Applicant has significant internal capacity to provide follow on Housing and Debt legal aid work in the local area and/or strong links with other local Housing and Debt providers with a Face to Face Housing and Debt Contract who can accept referrals. • A strong understanding of and access to the available local services provided by third sector organisations which can provide additional help to Clients. 	5

	<ul style="list-style-type: none">• Either strong existing links or an effective plan to build strong links with local third sector organisations, which will support effective referrals of Clients.	
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ANNEX D: 2013 Standard Civil Contract, as amended



Legal Aid
Agency

Central Commissioning

13th Floor (13.55)

102 Petty France, London SW1H 9AJ

DX 328 London

www.gov.uk/government/organisations/legal-aid-agency

For attention of Contract Liaison Manager

Sent via email to:

[date to be inserted]

2022

Our reference: HPCDS/

To whom it may concern,

HPCDS CONTRACT OFFER FOR ACCEPTANCE: Offer of 2013 Standard Civil Contract (as amended) to provide Housing Possession Court Duty Scheme (HPCDS) Services from xx December 2022 for contingency period

We are writing further to our letter dated ***[date of award letter to be inserted when Contract issued for signature]***. In that letter we notified you of our intention to award you a 2013 Standard Civil Contract (as amended) to provide HPCDS Services from xx December 2022. The award is further to the successful tender you submitted under the Legal Aid Agency procurement process which opened on 9 November 2022.

As you have now provided evidence to enable us to verify that you have met the minimum requirements under the procurement process, we are now in a position to offer you your Contract for acceptance.

Accordingly, this letter (referred to as the "Offer Letter") forms the Contract for Signature of your Contract. It contains the terms and conditions of your Contract. It also includes copies of the other Contract Documents which together comprise the Contract.

Please can you arrange for it to be signed electronically. An individual(s) who is authorised to bind your organisation must sign the contract offer.

Once you have signed the contract offer, an official at the LAA will then sign and date it on behalf of the Lord Chancellor.

An original completed copy will then be returned to you electronically for your records.

Interpretation

References in this Offer Letter to:

- **Contract** means the 2013 Standard Civil Contract as amended by the terms of the Offer and which incorporates, within the Contract Documents, the HPCDS Schedule;
- **Contract Documents** means the documents which together comprise the Contract being the:
 - (a) Contract for Signature (including the Annex to the Contract for Signature);
 - (b) Standard Terms;
 - (c) HPCDS Schedule (HPCDS Contract Annex B);
 - (d) Category Specific Rules (HPCDS Annex A); and
 - (e) General Rules to the Specification.
- **Contract for Signature** means this Offer Letter and both of those terms have the same meaning;
- **Contract Period** means the period between xx December 2022 and 31 October 2023 with a break clause exercisable in July 2023³;
- **HPCDS Schedule** means the schedule setting out the Exclusive Schedule Arrangements for the HPCDS services you are authorised to and required to provide under Contract as incorporated as HPCDS Annex B to this Contract (and as may be subsequently varied under the provisions of the Contract);

³ Or from the date on which you tendered to deliver this service.

- **HPCDS Services** shall have the same meaning as the “Service” as defined in Paragraph 10.16 of the 2013 Category Specific Rules at HPCDS Contract Annex A;
- **Offer** means the offer to you on the terms and conditions as set out and/or referred to in this Offer Letter;
- **Scheme** means a Housing Court Possession Duty Scheme you are authorised and required to provide HPCDS Services in as set out in your HPCDS Schedule;
- **Standard Terms** means the 2018 Standard Civil Contract Standard Terms.

For clarity of interpretation, and unless otherwise stated, any terms which are capitalised but not defined within this Offer Letter shall have the meaning given to them in the 2013 Standard Civil Contract (as amended by the terms of the Offer, where applicable).

Unless otherwise stated, references to “Clause” and “Annex” are to clauses of and annexes to this Offer Letter.

This Offer Letter is one of the Contract Documents which together form the Contract. Accordingly, the provisions of this Offer Letter shall be incorporated within the terms of your Contract and shall amend the terms of the 2013 Standard Civil Contract according to the order of priority set out below.

In the event of any conflict between any of the provisions of this Offer Letter and any of the provisions of the Contract Documents, the conflict will be resolved by this Offer Letter taking priority over the remaining Contract Documents. In the event of any conflict between any of the provisions of the Contract Documents, the conflict will be resolved under the following order of priority:

- (a) the HPCDS Schedule (HPCDS Contract Annex B);
- (b) the Category Specific Rules (HPCDS Contract Annex A);
- (c) the Standard Terms; and
- (d) the General Rules to the Specification.

Offer and agreement

We wish to appoint you to provide the Service as specified in your HPCDS Schedule for the Contract Period and you are willing to provide the same and to accept such appointment on the terms and conditions of the Contract. Accordingly, this Offer and the Contract which results from your acceptance of it, is made in consideration of and conditional upon your acceptance of and compliance with the following terms:

1. Contract Condition

- 1.1 The Contract is offered and, on the date executed by you, comes into force on the condition that you enter into and continue to hold at all times a 2018 Standard Civil Contract in the Housing and Debt Categories of Work.
- 1.2 If you do not comply with the condition set out at Clause 1.1, this Contract will terminate automatically and you will not be authorised to carry out any Contract Work or new Contract Work, as applicable, under it.

2. Contract Period

- 2.1 The Contract Start Date shall be xx December (or the date from which you tendered to deliver this service) being the date from which you must provide the HPCDS Services in accordance with the terms and conditions of your Contract including but not limited to the HPCDS Schedule and any Rota Arrangements set out or referred to in Table 5 (Special Provisions and Restrictions) of your HPCDS Schedule.
- 2.2 The Contract will expire automatically at midnight on 31 October 2023.

3. Amendments to 2013 Standard Civil Contract

- 3.1 The 2018 Standard Civil Contract Standard Terms shall apply to the Contract in place of the 2013 Standard Civil Contract Standard Terms:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727289/2018_Standard_Civil_Contract_Standard_Terms_July_2018_.pdf
- 3.2 The General Rules to the 2018 Standard Civil Contract Specification shall apply to the Contract in place of the General Rules to the 2013 Standard Civil Contract Specification:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727153/2018_Standard_Civil_Contract_Specification_General_Provisions_July_2018.pdf
- 3.3 To allow for the fact that the Contract only covers Contract Work within the scope of your HPCDS Schedule, the Category Specific Rules shall apply to your Contract in place of the Category Specific Rules which apply to the 2013 Standard Civil Contract:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/920212/HPCDS_Contract_-_2013_SCC_Annex_A_and_B_-_Category_Specific_Rules_-_20th_September_2020.pdf

4. Predecessor Bodies

For the purposes of Clause 1.27 of the Standard Terms the following include those organisations which are Predecessor Bodies:

[List or state "None"]

5. Annex

The Annex to this Contract for Signature sets out information and terms specific to you as at the Contract Start Date. This information may be updated from time to time in accordance with the Contract. In such case we may issue you with an updated annex which shall form part of this Contract for Signature from the date specified in that annex.

6. General

6.1 The HPCDS Services you are authorised and required to provide under your Contract are designated as Exclusive Schedule Arrangements for the purposes of Paragraph 1.29 of the General Rules.

6.2 Where you are not the sole provider in a particular Scheme, the Rota Arrangements which apply to your Contract are set out in your HPCDS Schedule.

6.3 For the avoidance of doubt, where no Rota Arrangements are set out in your Schedule in respect of a particular Scheme, you must provide the entire Service in that Scheme.

7. Acceptance of Offer/Execution of Contract

7.1 Where you wish to accept the Offer, you must do so by **23:59:59 on [X] December 2022**.

If you have any queries in relation to the content of this Offer Letter, please contact civil.contracts@justice.gov.uk

Yours faithfully,

Jane Harbottle

Interim Chief Executive (and authorised signatory for and on behalf of the Lord Chancellor)

Enclosed:

Annex to the Contract for Signature

HPCDS Contract Annex A: HPCDS Schedule

OFFER ACCEPTANCE FORM

TO BE COMPLETED BY 23:59:59 ON XX December 2022

I, being duly authorised to act for and on behalf of [name of provider]
ACCEPT the terms of the Offer of a 2013 Standard Civil Contract (as amended) to provide the HPCDS Services under a HPCDS Schedule as set out in the Legal Aid Agency's Offer Letter dated [X] December 2022.

Signed by _____ Date _____

Signed by an authorised signatory for and behalf of the Legal Aid Agency

Name (in
Capitals) _____

Signature _____ Date _____

For the avoidance of doubt, although only my principal or "lead" Office Legal Aid Agency account number is cited, where my organisation has more than one Office, I understand that my acceptance of the Offer applies to **all** Offices from which I am authorised by the Legal Aid Agency to carry out Contract Work under my HPCDS Schedule (and that, therefore, I do not need to complete a separate Offer acceptance form for each such Office).

By signing above, you acknowledge and agree to be bound by the terms and conditions of the Offer and the terms and conditions of the HPCDS Schedule as varied by the Offer.

This Offer may only be signed by a person who has the capacity to act on behalf of the above-named provider and who has been duly authorised to accept and bind that provider to the terms of the Offer. If you are a partnership, an appropriate partner must sign. If you are a sole practitioner solicitor, the sole practitioner (principal) must sign. If you are a company, an appropriate director must sign. If you are a limited liability partnership, an appropriate designated member must sign. If you are an unincorporated charity, two appropriate trustees must sign.

Annex to the Contract for Signature

Issue Number	Date of Issue
[insert number]	[insert date]

A. Schedules

Your Schedule(s) are as follows:

Office Address	Schedule Reference
1. [Insert address]	[insert number]
2. (etc)	

B Contact Details

For the purpose of Clause 2.5 of the Standard Terms, as at the Contract Start Date your Contract Liaison Manager is as set out in the table below:

Contract Liaison Manager:	[insert full name and contact details]
---------------------------	--

For the purpose of Clause 20.4(a) of the Standard Terms, your designated fax number, e-mail address, DX number and postal address as at the Contract Start Date are as set out in the table below:

Fax number:	[insert fax number]
E-mail address:	[insert email address]
DX number:	[insert DX number]
Postal address:	[insert postal address]
Telephone number:	[insert telephone number]

For the purpose of Clause 20.4(b) of the Standard Terms, our designated fax number, e-mail address, DX number and postal address are as at the Contract Start Date as set out in the table below:

Fax number:	01264 341908
E-mail address:	civil.contracts@legalaid.gsi.gov.uk

DX number:	DX 328 London
Postal address:	The Legal Aid Agency 102 Petty France, London, SW1H 9AJ

C Quality Standard

For the purposes of the Contract, you must hold valid Lexcel or Specialist Quality Mark (SQM) accreditation.

HPCDS Contract Annex A: HPCDS Schedule

2013 Standard Civil Contract

Housing Possession Court Duty Scheme (HPCDS) - Exclusive Office Schedule

Contract Number

Housing Possession Court Duty Scheme:

Office Schedule Number⁴:

Schedule Amendment Notice Number:

Name of Provider	
Address of Principal Office	
Address of the Office to which this Schedule Applies	

TABLE 1 – START AND END DATES			
Schedule Start Date		Schedule End Date	

TABLE 2 – COURT(s) and ALLOCATED VOLUME OF ACTS OF ASSISTANCE			
Name of Court(s) to which this Schedule applies:	Allocated Volume of Acts of Assistance	10% buffer	Total acts of assistance

⁴ This office schedule is the account through which you must claim for services delivered through this HPCDS schedule.

TABLE 3 – SCHEDULE PAYMENT LIMIT

Your Schedule Payment Limit is ⁵	£0 (inclusive of VAT where applicable)
---	---

TABLE 4 – DELEGATION OF THE SERVICE

Where applicable, you are authorised to delegate provision of the service to Agents for the purposes of delivering the scheme in the court(s) listed in Table 2. You must ensure that Advisors who act as your agents are appropriate advisors as defined in paragraph 10.33 of the Category Specific Rules to the Specification i.e. they undertake a minimum 12 hours a week of specialist housing advice.

In using Agents you must follow the rules set out in paragraphs 2.5 and 2.6 of the General Rules to the Specification. As the delegation, will, of necessity be of the entire Matter because the Scheme covers one off advice at Court the conditions in paragraphs 2.6 a) to f) of the General Rules to the Specification must be satisfied. However, for work delivered under this schedule only, we will dis-apply clause 2.6 b of those provisions) (“the Agent works solely or mainly for you.”).

TABLE 5 – SPECIAL PROVISIONS AND RESTRICTIONS

This Schedule (and the Contract itself which it forms part of) is dependent on your organisation continuing to hold a 2018 Standard Civil Contract with authorisation to undertake mainstream Housing and Debt Services.

It is a condition of your Contract that you must deliver at all sessions listed for the Scheme(s) included in this Schedule on and after xx December 2022.

Your organisation must deliver the Housing Possession Court Duty Scheme service in accordance with the award made under your Contract and as committed to in any selection criteria responses given by your organisation in your tender.

Signed for and on behalf of the Lord Chancellor (electronically or by hand) by:

Name of signatory: ... Jane Harbottle..... **[Print Name]**

Status of signatory: ... Chief Executive..... **[Print Status]**

This schedule is valid only if it is signed by a person authorised by the Lord Chancellor.

⁵ The SPL is based on the total allocated acts of assistance. Your monthly payment will depend on the work you have undertaken in the previous month.

ANNEX E - INFORMATION THE LAA REQUIRES TO VERIFY APPLICANTS' SUCCESSFUL TENDERS

Applicants should note that the LAA may seek evidence of employment where the same individual is named by different Applicants. This is to determine that the conditions of tender and the Contract are met. For example, if two Applicants were reliant on the same FTE Supervisor to meet the Tender requirements the LAA may seek evidence of the basis upon which each individual organisation employs this individual. The LAA reserves the right to request this evidence during verification and after the Contract Start Date.

HPCDS Contract Verification

Applicants must be able to demonstrate they meet the following minimum HPCDS Contract requirements when they submit their ITT Response:

Verification which must be submitted by all Applicants who tender to deliver HPCDS Contract Work	
What the LAA will verify	What evidence will be required
The Applicant employs at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard in the Housing and Debt Categories of Law.	At least one compliant Supervisor Declaration Form for each Supervisor in the Housing and Debt Categories of Law. As set out at paragraph 2.26 of the Face to Face Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each
The Applicant employs at least one PTE Authorised Litigator with experience of delivering Housing and Debt cases	Authorised Litigator name and roll number

ANNEX F: GLOSSARY OF DEFINED TERMS

Term	Description
2018 Standard Civil Contract	Contract Work awarded under this procurement process will be undertaken in accordance with this Contract. Contract documentation can be found at: https://www.gov.uk/government/publications/standard-civil-contract-2018
Act of Assistance	An occasion on which a Provider delivers Contract Work to a Client in accordance with the requirements of the Specification and the HPCDS Contract
Agent	An individual or organisation (other than counsel) engaged by you to undertake Contract Work in accordance with the provisions of the HPCDS Contract
Applicant	A single legal entity (including an individual) Tendering to deliver the advertised services.
Authorised Litigator	An individual who conducts litigation services as an authorised person in accordance with the Legal Services Act 2007
Bar Standards Board/BSB	Bar Standards Board; a Relevant Professional Body
Case	An Act of Assistance carried out by a Provider on behalf of a Client under the Scheme.
Caseworker	An individual who is employed by the Applicant and who must be:- <ul style="list-style-type: none"> - competent and suitably experienced; and - routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and - authorised to advise and represent Clients in relation to housing possession proceedings.
Category, Categories or Categories of Law	The category or categories of law, which are publicly funded legal services being tendered for and listed in this IFA, the definitions of which are set out in the Category Definitions 2018
Category Definitions 2018	The document published on the LAA's website that outlines the Categories of Work that apply to this Specification, which is incorporated into this Contract.
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Client	An individual whom the Legal Aid Agency Director (or a person authorised by the Director) or the court has determined qualifies for the receipt of Contract Work
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA.
Contract Documents	The documents listed at paragraph 1.14 of the IFA in relation to the HPCDS Contract
Contract for Signature	The document of that name issued by the LAA and signed by the LAA and the Applicant in relation to this HPCDS Contract

Contract Management	A department within the LAA, responsible for managing relationships with Providers and their performance under the contract.
Contract Manager	An individual employed with LAA's Contract Management department with responsibility for managing relationships with Providers.
Contact Period	Has the meaning given in the Contract for Signature
Contract Specification	Services that may be performed for clients as specified in the Schedule(s) and the Specification under or by virtue of the Civil Contracts covered by this procurement process.
Contract Start Date	The date from which the Provider must deliver the Contract Work being 19 December 2022 (or the date on which Applicants bid to commence the delivery of services)
Contract Work	As defined in Section 1 of the Contract Specification and regulation 2 of the Procedure Regulations
Controlled Work	As defined in Section 1 of the Contract Specification and regulation 2 of the Procedure Regulations
Controlled Work and Administration ("CWA")	A digital billing service that contains all Providers' contracts and schedules
Court	One or more courts as specified in your Schedule or where applicable, any additional venue(s) that we and/or Her Majesty's Courts and Tribunals Service (HMCTS) may specify from time to time, which hears Acts of Assistance covered by the Scheme and which you are required to attend in order to provide Acts of Assistance in accordance with the requirements of the Contract.
Crown Copyright	As defined under section 163 of the Copyright, Designs and Patents Act 1988
Data Protection Laws	Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the UK GDPR; and (b) any code of practice or guidance published by the ICO from time to time.
Data Subject	As defined in the UK GDPR
Deadline	The deadline to submit a Tender under this process which is 5pm, 30 November 2022.
eTendering system	The LAA's secure internet site at www.legalaid.bravosolution.co.uk through which Tenders and the procurement process as a whole are managed.
Exclusive Schedule	The document of that name incorporated within a HPCDS Contract which includes an authority for a Provider to perform Contract Work in a Scheme.
Executive Agency	A body tasked with carrying out executive functions within government
Face to Face Contract	The 2018 Standard Civil Contract
FAQ or Frequently Asked Questions	Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'.
Full Time Equivalent (FTE)	The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example the following working pattern would represent on Full Time Equivalent: <ul style="list-style-type: none"> - Person A – 20 hours per week - Person B - 10 hours per week - Person C – 5 hours per week

	One FTE is based on a 35 hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week
HMCTS	Her Majesty's Court and Tribunal Service
HOLP	Head of Legal Practice for an organisation authorised by the BSB
Housing and Debt	As set out in the 'Category Definitions 2018' guide published on our website
Housing and Debt Contract Work	Services to be delivered under a legal aid contract in accordance with the requirements of the Contract
Housing Possession Court Duty Scheme, or Scheme, or HPCDS, or HPCDS services	The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of the HPCDS Contract.
HPCDS Contract	The agreement between a Provider and the LAA known as the 2013 Housing Possession Court Duty Scheme Contract, as amended, which consists of the Contract Documents and which will be awarded to successful Applicant under this procurement process.
HPCDS Contract Work	HPCDS contract work undertaken in accordance with the 2013 Standard Civil Contract (as amended).
Individual Bid	A bid for HPCDS Contract Work in a particular Scheme Area
Information for Applicants ("IFA")	This Information for Applicants document (in its entirety)
HPCDS from December 2022 or HPCDS ITT	The ITT for the HPCDS Contract
ITT Response	An Applicant's response to an ITT as part of this procurement process
Key Personnel	Any individual who has, or is held out as having either expressly or impliedly, or exercises, (or will have, be held out as having or exercising by the Contract Start Date) powers of representation, decision, veto, influence or control in relation to an Applicant including partners, directors, trustees and other senior managers and employees of the Applicant. Where a trust or company would satisfy the above in relation to an Applicant, any individual who has the right to exercise significant influence or control over the activities of that trust or company.
LAA Account Number	The unique reference assigned to each provider Office from which legal aid work is undertaken
Legal Aid	Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012
Legal Aid Agency or LAA	The Executive Agency of the Ministry of Justice that from 1 April 2013 has been responsible for the administration of legal aid (including this procurement process)
Licensed Work	Has the meaning given in regulation 2 of the Procedure Regulation. Generally covers legal representation. There is no limit to the volume of Licensed Work a provider can undertake. However, funding applications need to be submitted to the LAA for each Licensed Work case and the LAA decides whether the relevant criteria are met.
Matter Start	A Controlled Work case as defined at Section 1 of the Face to Face Contract Specification and Section 1 of the HPCDS Contract Specification
Minimum Requirements	The requirements set out in this IFA at paragraphs 2.5 in respect of the HPCDS Contract

Offer Letter	The document which contains the term of the contract. Where a HPCDS contract is being awarded this will include amendments to 2013 Standard Civil Contract and changes the contract period and order of precedence of contract docs and provides the mechanism for execution of the Contract.
Office	As defined at paragraph 2.32 of the 2018 Standard Civil Contract General Specification
Part Time Presence	As defined at 2.36 – 2.37 of the 2018 Standard Civil Contract Specification
Permanent Presence	As defined at 2.34 - 2.35 of the 2018 Standard Civil Contract Specification
Personal Data	As defined in the UK GDPR
Processing	As defined in the UK GDPR
Processor	As defined in the UK GDPR
Procurement Area	A geographical area in which the LAA will procure Housing and Debt Contract Work
Provider	A party to a contract with the LAA in respect of the provision of Legal Aid.
Relevant Professional Body	The body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to. For the avoidance of doubt this includes any relevant approved regulator for the purposes of the Legal Services Act 2007
Remuneration Regulations	The Civil Legal Aid (Remuneration) Regulations 2013
Response	An Applicant's response to the HPCDS ITT as part of this procurement process
Roll Number	The number or SRA ID given to all solicitors admitted by the Law Society of England and Wales
Schedule	A Contract document issued by the LAA as specified in the 2018 Standard Civil Contract
Scheme	The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of the HPCDS Contract
Security Requirements	The requirements regarding security of the Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2))
Selection Questionnaire or SQ	The Selection Questionnaire for 2018 Contracts.
Solicitors Regulation Authority or SRA	Solicitors Regulation Authority; a Relevant Professional Body
Specification	The 2013 Standard Civil Contract Specification, as amended, which sets out the nature of the Contract Work to be delivered.
Standard Terms	The contractual document which governs the commercial relationship between the Legal Aid Agency and providers
Supervisor	Any person employed by the Applicant who meets the Supervisor Standard set out in the Specification and who will be actively supervising the Contract Work tendered for

Supervisor Declaration Form	A form setting out how the Applicant's Supervisor(s) meets the Supervisor Standard in the relevant Category of Law. Forms are available to download from https://www.gov.uk/government/publications/standard-civil-contract-2018 .
Supervisor Standard	The required supervision experience, Category-specific case experience and Category-specific case involvement that any Supervisor must meet and which is evidenced via the Supervisor Declaration Form
Tender	An Applicant's complete response to this procurement process. This must consist of an HPCDS ITT Response
Tie Break	Method that will be used to distinguish between bids in the event that 2 or more HPCDS bids are tied following the assessment process.
UK GDPR	The General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EU (Withdrawal) Act 2018.