



Department
for Work &
Pensions

Bid Pack

Attachment 3 – Statement of Requirements

Procurement Reference: ITT_ 21917

Procurement Title: Order for Sale Litigation

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1. PURPOSE

- 1.1 The Department for Work and Pensions (DWP) may hereafter be referred to as “the Buyer.”
- 1.2 This document sets out the services required by the Buyer to supply Litigation services and property sale services to the Buyer under contract following an open tender. The focus of this Contract is for Orders for Sale in relation to the recovery of monies owed by the Paying Parent to the Receiving Parent for Child Maintenance purposes. However, the Supplier may be required to undertake other debt litigation resolution services to be agreed during the Contract Period.
- 1.3 The Orders for Sale service is managed and delivered by the Child Maintenance Service (CMS) Enforcement Order for Sale Team. Where the Child Maintenance Enforcement Team is shown in this specification, the Supplier should be aware that other parts of DWP, or other government departments may be added over the Period of this Contract.
- 1.4 These Orders for Sale recovery services shall be carried out by awarding a Call-Off Contract Agreement to a sole supplier with the necessary experience and capability.
- 1.5 This Call-Off Agreement shall cover a 3-year, followed by up to 2 single 12-month optional periods, awarded at the discretion of DWP.

2. BACKGROUND TO THE BUYER

- 2.1 The Buyer is a major Government Department responsible for welfare, pensions and child maintenance policy. As the UK’s biggest public service department it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.
- 2.2 The Buyer is a ministerial department, supported by Thirteen ([13 agencies and public bodies](#)).
- 2.3 The Buyer provides services in several ways, for example through Jobcentre Plus, The Pension Service, the Child Maintenance Service and partner organisations.
- 2.4 For more information on the work and overall objectives of the Buyer, please follow the links to our gov.uk website and Child Maintenance Service
<https://www.gov.uk/government/organisations/department-for-work-pensions/about>
[Child Maintenance Service: What child maintenance is - GOV.UK \(www.gov.uk\)](#)

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The requirement for these services has arisen due to the current contractual arrangement concluding on 20th February 2024. The Service Commencement date for this Contract will be 21st February 2024.
- 3.2 An implementation period will start on 20th November 2023 (“Contract Start Date”) until the Service Commencement date on 21st February 2024.
- 3.3 The requirements during the Implementation period are set out later in this specification. All costs incurred by the Supplier between the start of the Implementation Period until the service Contract Commencement Date shall be included in the Set - Up costs shown in the Pricing Document.
- 3.4 The Buyer undertakes action prior to the referral of cases to the Order for Sale supplier. These include:
- A liability order (LO) (soon to become Administrative Liability Order) and Charging Order (CO) will be granted on every case referred. However, we may obtain further LO/CO as appropriate during the Order for Sale (OFS) process and refer the orders to the supplier to include. Prior to a LO the Buyer will consider or attempt:
 - Deduction from Earnings Order – used to secure ongoing maintenance and/or arrears, where payment is deducted from salary when a Paying Parent is employed on a PAYE basis
 - Regular Deduction Order – used to secure ongoing maintenance and/or arrears, where payment is taken directly from the Paying Parent’s bank account
 - Lump Sum Deduction Order – used to secure arrears, where payment is taken directly from the Paying Parent’s bank account
 - Following a Liability Order, the Buyer will also consider:
 - Registration of Liability Order with Credit Reference Agencies – likely to lead to credit “blacklisting” and can often prompt payment from Paying Parents
 - Referral to Enforcement Agent (England & Wales) – Enforcement Agents attempt to secure payment of arrears (in full or by instalments)
 - Sanctions – the Child Maintenance Service can apply to the court to have the Paying Parent sanctioned for non-payment of child maintenance; the sanctions which can be applied are:
 - Removal of driving licence or passport
 - Commitment to prison

- 3.5 Amongst the enforcement options available to the Buyer is the Order for Sale process and this Contract is a key component in the recovery action being taken. This occurs where there is sufficient equity to meet the arrears and associated court costs, the Child Maintenance Service can apply to the court to force the sale of a Paying Parent's property to recover the maintenance owed. In all cases, a Liability Order and a Charging Order will be in place prior to referral to the Supplier.
- 3.6 The Buyer aims to award this Contract no later than the 31st of October 2023, with sufficient time allowed for an implementation period to ensure a smooth transition of services where required and reduce disruption to the customer. Suppliers should note that an existing supplier is in place and a transfer of activity will have to be planned and implemented. The Buyer may decide to refer cases to the newly appointed supplier where an OFS or consent order was granted with our previous supplier, but where the debtor has defaulted on an agreement. We would require the newly appointed supplier to undertake further enforcement action for example to apply for possession of the property. The decision as to whether to transfer cases will be for the Buyer to determine and no commitment is given that any cases will be transferred until the Service Commencement date of 21st February 2024.
- 3.7 The implementation plan will be subject to further discussion with the newly appointed Supplier prior to the commencement of the Contract and agreed with the Buyer.

4. GLOSSARY

- 4.1 The Buyer has provided the following definitions relevant to the Agreement:

Expression or Acronym	Definition
"The Agreement"	Means the proposed Call Off Contract Agreement
"Colleague"	Means a member of staff within the Buyer
"Customer"	Means a customer of DWP services that can include both the Paying Parent and the Receiving Parent as defined in this table below and referred to in the remainder of this Specification
"DWP"	Means the Department of Work & Pensions
"CO"	Means Charging Order
"CSR"	Means Corporate Social Responsibility
"FOI"	Means Freedom of Information requests
"LO"	Means Liability Order

“MI”	Means Management Information
“OCM”	Means Operational Contract Manager
“OGD”	Means Other Government Departments
“PPN”	Means Procurement Policy Note
“Paying Parent”	Means the parent who is obliged to pay child maintenance payments to the parent who is undertaking the child’s care
“PQ”	Means Parliamentary Questions
“P2P”	Means Purchase to Pay
“Receiving Parent”	Means the parent who is receiving child maintenance payments from the Paying Parent to support the care of the child
“Supplier”	Means the company supplying the required resource.
“WCAG2.1 AA”	Means Web Content Accessibility Guidelines 2.1 – AA standard
“Working days”	Means Monday to Friday in a standard working week, excluding bank holidays
“OFS”	Order For Sale
“CMS”	Child Maintenance Service
“The Buyer”	Means any part of the Department of Work and Pensions including the Child Maintenance Service

5. SCOPE OF REQUIREMENT

Terms and Conditions

- 5.1 The Supplier is required to meet and adhere to all Terms and Conditions of the Buyer and any current or future legislation that may impact the services delivered within the Agreement period.
- 5.2 The Supplier must meet and adhere to any additional requirements that are specified within this document and/or included as part of the tender process throughout the life of the Agreement, unless otherwise specified by the Buyer.
- 5.3 **Suppliers should note that in submitting their tender, including qualifying questions, Suppliers are agreeing to the current terms and conditions and should not be altered or amended. Should a tenderer seek to do so following award, the Buyer reserves the right to award to the next highest scoring bidder.**

Agreement Duration

- 5.4 The Agreement between the two Parties shall be awarded for a fixed term period of thirty-six months (36) months followed by Two (2) optional extension periods of a further Twelve (12) month duration, equating to a possible Sixty (60) month 'maximum' period.
- 5.5 For avoidance of doubt, if the Buyer chooses to access the extension option(s), the Agreement will run for its maximum permitted duration, which is Five (5) years from the Contract Start Date.
- 5.6 The Buyer will inform the Supplier in writing of its intention to extend the Agreement no less than Four (4) months in advance of the Fixed Term period expiry date.
- 5.7 The Buyer notification of 'intention to extend' must not be taken as a confirmation of extension.
- 5.8 Given the length of this Contract, there are likely to be organisational, operational, and legislative changes to the service required. The Supplier will be required to cooperate and amend their service to meet these changes in requirements.
- 5.9 Changes that do not alter the costs of delivering the specified service should be introduced at no charge to the Buyer.
- 5.10 Where service changes alter the cost of the service, this will be subject to review through the Change Control Procedure (Clause 28 of the Core Terms (Changing the Contract) and Schedule 21 (Variation Form) prior to the change being introduced.
- 5.11 Any increased or decreased charges from the supplier are to be strictly based on the changes in costs actually incurred by the Supplier, and evidence of these changes will be required.
- 5.12 Under the prevailing Public Contract Regulations 2015, the Buyer is required to adhere to strict rules on the degree of variation that is permitted without recourse to the retendering of the service. Tenderers are required to familiarise themselves with these rules on which any negotiation with the Buyer will take place. Any variations under this clause will apply from the date on which variations are finalised through the Change Control Procedure and agreed by both parties to this Contract.

Successful Appointment

- 5.13 The Supplier selected for Award of this proposed Agreement will be appointed as Primary Supplier of Order for Sale Litigation Services to the Buyer. The Supplier is required to ensure that their internal processes respond to conflicts of interest that may arise. The Supplier is required to inform the Buyer of any such conflicts of interest together with any action they intend to take to ensure

that the service remains free of criticism or accusations of bias that may arise as a result.

Services provided by third parties (Sub-Contractors)

- 5.14 The Supplier will also need to offer details of any 3rd Party Organisation (including any Sub-Contractors) intended to be utilised for these services, so that the Buyer can interrogate these 3rd Party organisations to ensure appropriate standards are maintained throughout the whole litigation process including Orders for Sale. The responsibility for ensuring that all DWP terms and conditions are adhered to by 3rd Party Organisation (including sub-contractors) remains with the Supplier regardless of any interventions by the Buyer.
- 5.15 To ensure legal compliance the Supplier should offer DWP details of each 3rd Parties corporate responsibility and/or liabilities should these requirements ever be called into question. The sub- contractors to be employed by the Supplier are to be notified to the Buyer both prior to commencement of this Contract and during the Contract period. Any sub-contractor will be subject to approval by the Buyer prior to their commencement of work under this Contract.

6. FUNCTIONAL BUSINESS REQUIREMENTS

Geographical Coverage

- 6.1 This Contract Agreement shall only apply to England and Wales. Scotland is subject to separate contracting arrangements.

Availability of Services

- 6.2 The Buyer's contracted working hours are 07:45 hours to 18:30 hours, Monday to Friday, and 08:45 hours to 17:00 hours on Saturday.
- 6.3 All of the services under this Agreement will be delivered during these time periods. However, an out-of-hours contact will be required for exceptional circumstances outside these normal service periods. The contacts to be used under these circumstances should be notified to the Buyer prior to the Contract commencement and updated as and when required. It is anticipated that this will be a very rare occurrence. However, the contact(s) provided should have sufficient seniority to undertake decisions on behalf of the Supplier or sufficient access to decision makers.

Functional Business Requirements

- 6.4 The Supplier will be required to deliver Order for Sale services in a six-stage process, shown as a diagram in Annex A to this Statement of Requirements. The stages are:

6.4.1 **Stage 1** - referral to the Supplier

6.4.2 **Stage 2** – Initial assessment and action by the Supplier

6.4.3 **Stage 3** – Referral back to the Buyer with recommendations for action and decision

6.4.4 **Stage 4** – Request for further action and if appropriate – application to Court

6.4.5 **Stage 5** – delivery of legal action, valuation, and protection of assets in lieu of Court decisions.

6.4.6 **Stage 6** – recovery of monies and disbursement to the Buyer.

- 6.5 The description and diagrammatic representation shown in the Pricing Document of each stage in the Orders for Sale Process suggests that cases move in a linear fashion through the stages. However, Suppliers should note that this is not necessarily true for all cases. Cases can not only move forward, but backward and within stages as the case progresses. It is noted that the entire process can take between 12-18 months on average until a sale of property occurs.
- 6.6 The boundary between each stage requires a decision from the Buyer prior to proceeding to the next stage. Each stage is also characterised by opportunity for the paying parent to resolve the debt and therefore be removed from any further action. Experience to date therefore suggests a diminishing number of cases will be required as they move through the stages.
- 6.7 The Supplier must also have the facility to receive referrals for litigation action from the Buyer through electronic transmission direct. The only anticipated exception are sales documents to be signed but others may occur as the Contract progresses.

Stage 1 – Referral to the Supplier – timescale 30 days

- 6.8 The Buyer will have acted through its own procedures and processes to ensure payment from the paying parent to the receiving parent. This will have included letters and other enforcement action as described in Section 3 above of this Specification. Referral to the Supplier will therefore represent an escalation of the case to encourage payment in appropriate cases.
- 6.9 On receipt of a placement case the Supplier will check that the Accounts meet litigation criteria. The criteria will be agreed during Implementation to include the action taken to date and the reason for the referral.
- 6.10 The Supplier will assess the referred case for suitability for further action beyond that carried out by the Buyer, suppliers, and agents. Where the Supplier does not consider the case to be suitable for further action, they will communicate that view to the Buyer, setting out the reasons they have come to that judgement.

The Buyer will consider the merits of the case and agree or not agree to take no further action by the Supplier.

- 6.11 Where there is a difference between the Supplier and the Buyer, the Contracting Authorities' view will be final and binding. Where appropriate, the Buyer may choose to place the case with an alternate Supplier or request a change in personnel to take the case forward.
- 6.12 Cases not selected for further action will be returned via a closure file with the appropriate closure code. The Closure file will contain the following information as a minimum:
 - 6.12.1 The Buyer's Reference number
 - 6.12.2 Name
 - 6.12.3 Reason for closure
- 6.13 The Supplier will communicate with the paying parent using a variety of means that must include a suitable physical account letter. As a minimum, all communications with the paying parent should set out:
 - 6.13.1 That the supplier is acting on behalf of DWP
 - 6.13.2 Reference number allocated to the case
 - 6.13.3 The option for the paying parent to give their views
 - 6.13.4 The amount outstanding
 - 6.13.5 Information on how the debt can be satisfied either by instalments or a single payment
 - 6.13.6 The possibility of further court action and the seriousness of that intent
 - 6.13.7 A maximum timescale for a response (usually 28 days)
- 6.14 The Supplier will use their expertise to enhance the letter beyond these minimum requirements.
- 6.15 The supplier will arrange for a 'drive by valuation' and add this to their case file if required subject to the approval of the Buyer. It may be that the Buyers requests that this be done later in the process.
- 6.16 Where the Paying Parent makes an offer to pay or agrees a time to pay arrangement this is referred to the Buyer team for approval. If approved, the Supplier will continue to collect on the account until the balance is paid in full or the arrangement has completed. Once completed, the account will be closed and returned to the Buyer via a closure file.
- 6.17 If there is any default in the payment arrangement, the Supplier must review the account for Litigation / Enforcement activity with a potential to move to Stage 2 of this Statement of Requirements. This is strictly subject to approval from the Buyer.
- 6.18 The paying parent may raise issues or concerns that suggest moving to stage 2 is inappropriate. The Supplier will assess the issues and concerns and come to a judgement as to whether to proceed with further litigation or not. Where

the Supplier does not consider further action to be appropriate, they will inform the Buyer and set out their reasons for doing so. The Buyer will then either confirm or deny the request or request a delay for further action. Where the request is agreed the account will be closed and returned to the Buyer via a closure file.

- 6.19 Where the debtor ignores attempts to communicate with them, the supplier shall evaluate the case for litigation and make a recommendation to the Buyer to do so.
- 6.20 Where the Supplier considers litigation/enforcement action is appropriate, they will inform the Buyer as to their judgement prior to acting. Where the Buyer considers OFS action to be inappropriate for whatever reason, the account will be closed and returned to the Buyer via a closure file.
- 6.21 Where further litigation is deemed appropriate, the Supplier shall communicate with the paying parent in writing as a minimum, and by other means in addition.
- 6.22 Where the debtor raises issues/concerns having received the letter before action, the supplier will consider whether further litigation is appropriate or necessary. Where not deemed appropriate, the supplier will inform the Buyer setting out their reasons for their view. The Buyer will then either confirm this view or request the case proceeds to stage 2.
- 6.23 In respect of the accounts where no response has been received by the Debtor to the letter before action, the Supplier must review for Litigation / Enforcement activity and move to Stage 2 of this Statement of Requirements.

**Stage 2 - Initial assessment and action by the Supplier –
timescale 21-28 days**

- 6.24 Where litigation is considered appropriate, THE BUYER will provide the Supplier with court documentation for all Accounts to be litigated upon.
- 6.25 The type of documentation required will be agreed during Implementation but as a minimum will include:
 - 6.25.1 Authorised report giving background to the case and authorisation to proceed with the OFS application
 - 6.25.2 Copies of Liability Orders
 - 6.25.3 Copies of Orders for Recovery
 - 6.25.4 Copies of Charging Orders
 - 6.25.5 Property valuation (drive by provided by the supplier)
 - 6.25.6 Mortgage Balance
 - 6.25.7 Other creditors balances
 - 6.25.8 Latest maintenance calculation notification
 - 6.25.9 Land Registry Official copies

- 6.26 In all cases where further litigation is considered appropriate, the Supplier will issue a written letter before action to the Paying Parent. The Supplier may use other forms of communication, but a physical letter is the minimum required.

Stage 3- Referral back to the Buyer with recommendations for action and decision – timescale 10 days

- 6.27 Where the Paying Parent makes an offer to pay or agrees a time to pay arrangement this is referred to the Buyer team for approval. Payment plans should be set up in line the Buyer's standards. Debts should be cleared robustly in the shortest time possible. Negotiations should follow the hierarchy of debt negotiation set out by DWP/CMS. If approved the Supplier will continue to collect on the account until the balance is paid in full or the arrangement has completed. Once completed, the account will be closed and returned to the Buyer via a closure file.
- 6.28 If there is any default in the payment arrangement, the Supplier must review the account for Litigation. It is anticipated that a Full Order for Sale will be pursued in these cases unless there are compelling reasons to do otherwise.
- 6.29 The paying parent may raise issues or concerns that suggest moving to stage 4 is inappropriate. The Supplier will assess the issues and concerns and come to a judgement as to whether to proceed with further litigation or not or delay further action. Where the Supplier does not consider further action to be appropriate, they will inform the Buyer and set out their reasons for doing so. The Buyer will then either confirm or deny the request.
- 6.30 Where the Paying Parent ignores attempts to communicate with them, the supplier shall pursue litigation in the normal way.

Stage 4 – Request for further action and if appropriate – application to Court – timescale 21 days

- 6.31 The Supplier will issue an application to Court for an Order for Sale in the normal way. A copy of that application and supporting documents should also be sent to the paying parent.
- 6.32 Where the paying parent agrees to make payment in full or by instalments, the supplier will monitor to confirm that full payment has been received within a reasonable time. The maximum permitted period for a payment plan is two years. A Consent Order should be issued using the standard process by the Supplier.
- 6.33 Should the paying parent fail to make payment as agreed, then subject to the Buyer approval the Supplier will move to stage 5.
- 6.34 Where the paying parent raises concerns or issues that might impact the decision to seek an Order for Sale, the Supplier will consider the circumstances and respond to those issues and defence. The Supplier will advise the Buyer if further action should be suspended or stopped. The Buyer

will then approve or not approve the course of action recommended by the Supplier.

- 6.35 Where there is no response from the paying parent, the Supplier will move to Stage 5 of this Statement of Requirements shown below.

Stage 5 – delivery of legal action, valuation, and protection of assets in lieu of Court decisions

- 6.36 The key stages are:

- Move to Judgement
- Move to Enforcement

- 6.37 Approval will be required whenever an action will result in extra costs/fees being incurred such as barrister costs. Approval will be obtained via the online portal or via encrypted secure email.

- 6.38 The Supplier will undertake all activities necessary to conduct a court action in the appropriate courts. This will include the preparation of papers, representation in court as required and all legal proceedings, as necessary.

- 6.39 The Supplier will be required to send a weekly Litigation report to the Buyer providing status updates on all Litigated accounts.

- 6.40 The Supplier will be required to send a weekly Payment File to the Buyer alongside a BACS transfer for the funds collected.

- 6.41 The Payment File must include (but not limited to):

- 6.41.1 The Buyer Unique ID number for the Customer Account,
- 6.41.2 Payment Date,
- 6.41.3 Amount paid.

- 6.42 Payments must be held by the Supplier for 5 working days from receipt to ensure they have cleared the banking system. The transfer of all monies to be transferred to the Buyer must be done within 7 days of receipt by the Supplier after the bank clearance period.

- 6.43 The Supplier will provide the Buyer with a monthly litigation report detailing all the cases and their status. The format and content of that file will be determined during the implementation process.

- 6.44 The Buyer reserves the right to recall cases at any point during the order for sale process. The Buyer will issue a recall file to the Supplier on a weekly basis. The Supplier will be required to cease activity on the account and return within a closure file.

Stage 6 - Where an order for sale has been granted by the Court

- 6.45 Where an Order for sale has been granted by the Court, the Supplier is to undertake all actions to achieve a sale and realise the monies owed by the paying parent to the receiving parent. Approval from the Buyer is required prior to action to proceed to the sale of the property.
- 6.46 The Supplier will make the paying parent aware of the decision of the Court in writing.
- 6.47 The Supplier will apply for a warrant of possession from the Court and its service to the Paying parent. The Supplier will provide an asset manager to attend the eviction and arrange for their removal from the property including all goods and chattels that they wish to retain. Immediately following their removal, the property will be secured from unauthorised access either by the paying parent or other persons.
- 6.48 The Supplier will arrange for all works to maintain the property in a condition such that a successful sale can be achieved. In doing so, works that seek to enhance the property are not required, but all general maintenance works should be undertaken. This is to include but not limited to:
- 6.48.1 Maintenance of all outside areas including gardens and paths so that remain attractive to a purchaser.
 - 6.48.2 All work required to ensure the prevention of the ingress of water into the property
 - 6.48.3 Works required to ensure all electrical and plumbing systems remain operational and in good order
 - 6.48.4 Works to change locks and other preventative measures to reduce the possibility of unauthorised access to the property
 - 6.48.5 House sitting services where this is considered appropriate to maintain the integrity of the property.
 - 6.48.6 Appropriate cleaning and clearing of unwanted items as confirmed by the paying parent as not required for retention.
- 6.49 The Supplier will arrange for a detailed valuation and survey of the property.
- 6.50 The Supplier will arrange for an agent to conduct the sale of the property at the price established during the detailed valuation. The objective to achieve the best possible sale price.
- 6.51 Once a sale has been agreed, the Supplier will carry out all conveyancing and legal procedures necessary to give effect to the sale at the price agreed.
- 6.52 Once the sale has been completed, the Supplier will advise the Buyer of the result of the sale together with a full statement of the net proceeds after deductions.

- 6.53 The Supplier will arrange for payment of the monies owed by the paying parent to the Buyer. The Buyer will then transfer the monies to the receiving parent. Any remaining funds after payment to the Buyer will be refunded to the paying parent, after payment of any
- mortgage redemption
 - costs for sale
 - Other costs incurred
- 6.54 The transfer of all monies to be transferred to the Buyer must be done within 7 working days of receipt by the Supplier.

7. VOLUMES

- 7.1 The Buyer recognises the impact of the Covid pandemic on volumes of activity and its impact on the Supplier prior to this Contract. As a result, it is not possible to provide a simple statement of volumes for each element of activity. **Appendix A** to this Statement of Requirements sets out the information currently available on this basis. This information is provided as a guide to tenderers and should not be taken as definitive. This means that none of the volumes are guaranteed under the terms of this Contract but is provided as a guide to support the submission of tenders.
- 7.2 This agreement will be demand-driven and therefore The Buyer does not commit to any minimum volumes or spend throughout the term of the agreement.

8. NON-FUNCTIONAL BUSINESS REQUIREMENTS

Information technology and data requirements

- 8.1 The Supplier shall be permitted under applicable laws to carry out this service and shall hold all required authorisations from relevant regulatory bodies in order to carry out this service.
- 8.2 Where Suppliers and their Subcontractors process Personal Data, they must have UKAS accredited ISO27001 certification applicable to the Services it provides.
- 8.3 The Supplier will adhere to the Security parameters as defined within the Mid-Tier Terms - DWP Cyber Essentials Schedule 19 in particular.
- 8.4 The Supplier is required to adhere to the Security Policies and Standards that are referenced in the Buyer requirements.
- 8.5 The Supplier will comply, in line with the terms of the contract, to protect the Authorities Data, Personal Data and compliance with GDPR (General Data Protection Regulations). The Suppliers attention is drawn to Schedule 20 (Processing Data) as well as other parts of this Contract.

- 8.6 The Supplier shall be required to demonstrate updated detailed Business Continuity and Disaster recovery plans. These plans must be in place in readiness for Day 1 commencement. Specific requirements are included in Schedule 14 of the Terms and conditions of Contract.

IT (Information Technology) and Security Incidents

- 8.7 The Supplier will provide methods of exchanging data between Supplier and the Buyer including a Supplier managed and secured WebApp (portal) and make available Application Programming Interfaces (APIs) within 6 months of request by the Buyer.
- 8.8 The Supplier will host all IT services relating to this contract within the UK
- 8.9 The Supplier will not use nor promote the use of shared credentials (username/password) for any digital exchange of data and will use a distinct and personal credential for each staff member (Supplier as well as Buyer).
- 8.10 The Supplier will provide the Buyer a self-service account password recovery or alternatively provide a one (1) working day resolution for password recovery requests.
- 8.11 The Supplier will have completed an Information Security Questionnaire during the tender process. The Buyer may have made recommendations as to the improvements or enhancements to the security requirements in the implementation period. The Supplier will undertake to comply with all the requirements and any changes and enhancements that may be required over the Contract period.
- 8.12 The Supplier will monitor the security environment during the normal course of their business and put in place such arrangements including supply chain threats as required to mitigate and eliminate such threats as they become aware of them. This will include any notified to the Supplier by the Buyer and its agents, but this will not be considered sufficient under the terms of this Contract.
- 8.13 The Supplier should ensure sufficient resilience on their systems and infrastructure deployed to connect to and receive/transfer information to the Buyer's infrastructure in line with contractual agreements.
- 8.14 The Supplier must provide a support/service desk for the logging of incidents during the Agreed Service Time. All contact with the supplier support/service desk must be logged and reported on. The supplier will need to provide:
- 8.14.1 Their process for any technical support relating to their portal or other system
 - 8.14.2 A point of contact to escalate any technical issues (e.g email) with that system
 - 8.14.3 A period after implementation when they or we can/will escalate any technical issues and fix as a priority

8.14.4 If there are any system downtime/issues, these need to be communicated to the Buyer immediately.

8.15 For the purposes of measuring Service Level 3 (as detailed in Table 6.), the measurement of Target Resolution Time shall be in accordance with the below. Target Resolution Times shall only be measured during Support Hours. For example if the Support Hours for a fault are 08:00 to 18:00, then the clock stops measuring the Target Resolution Time at 18:00 in the evening and restarts at 08:00 the following day. The Target Resolution Times shall be as shown in Table 2. below.

Table 2. Target Resolution Times

Priority	Service Incident	Target Resolution Time
1 Critical	Major disruption, service unavailable.	4 Hours*
2 Major	Major inconvenience, some users affected. Could become Priority 1 if unresolved.	24 Hours
3 Minor	Minor problem, no impact on service.	3 Days
*For Priority 1, it should be noted that although the target resolution time is quoted at 4 Hours, the response time from notification is immediate.		

Implementation planning

- 8.16 All implementation plans must be robust and agreed with the Buyer and shall not be considered effective until this has been confirmed by the Buyer. The implementation plan will form part of this Contract as with all other documents and method statements submitted during the tender process.
- 8.17 The Supplier will set out an implementation plan in accordance with the following table together with any written supporting documentation. This should be submitted to the Buyer 10 days prior to the Contract Commencement date of 20th November 2023 in accordance with Schedule 8 of this Contract.

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
Contract commencement	Signed contract agreed and in place	14 days	17 th October 2023	Prepare and send contract documentation for signature	0	0
<p>The Milestones will be Achieved in accordance with this Part A of this Schedule</p> <p>For the purposes of Paragraph Error! Reference source not found. the Delay Period Limit shall be 10 working days.</p>						

8.18 The supplier is required to provide the following within 30 days of the commencement of the Implementation period (20th November 2023).

8.18.1 Confirm the process to deliver the Key Performance Indicators KPIs within the timeframes as specified.

8.18.2 Confirm the process to deliver the management Information requirements as within the timeframes as specified.

8.18.3 Confirmation of communication processes and key contacts and introduction to team members.

8.18.4 Training plan for the Buyer staff on systems and enhancements that might be helpful in delivering the service. The current CMS team numbers less than Ten (10) persons but others may be added to this training requirement as necessary. The supplier will provide electronic copies of any relevant training information, overviews, materials, videos, guidance manuals for them to be used subsequently for team members and new starters.

8.18.5 The transfer of existing cases that may be transferred to the supplier. The Buyer will decide which cases are to be transferred and their decision will be final and binding on the Supplier. Examples of cases where no transfer will take place are those where the paying parent is part way through an agreed payment plan and has not defaulted. This decision-making process will continue until the end of the implementation period.

8.18.6 How and when the Buyer will transfer cases to the supplier, both virtually and at times physically.

8.18.7 The implementation plan will distinguish between new referrals and the transfer of existing cases from the current supplier,

including tracking those cases that have hearing dates requiring attendance, or other vital action such as eviction dates/sale dates.

8.18.8 Contingency plans should the Supplier not be able to operate for whatever reason. A testing plan and procedure to ensure the safe transfer of cases by electronic means.

8.19 The above is not an exhaustive list and will be agreed with the supplier once their appointment is confirmed. The Buyer aims to provide the supplier with Confirmation of the volumes they can accept initially and later.

Accessibility:

8.20 The supplier must provide evidence that their products and services on offer shall meet Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 and therefore the products and/or services will:

- Meet level AA of the Web Content Accessibility Guidelines (WCAG 2.1) as a minimum.
- Work on the most 'commonly used' assistive technologies, including screen magnifiers, screen readers and speech recognition tools.
- Confirm that a valid proportion of disabled people will be used in user research and confirm this (once completed) within your tender-return.
- Provide DWP with an accessibility statement explaining how accessible the service will be and publish this when the service moves into public domain.

Contract Exit

8.21 The Supplier's attention is drawn to Schedule 30 to this Contract. Nine months prior to the end of this Contract, the Buyer will request an updated exit management plan as defined in Schedule 30. This requires the Supplier to provide an updated exit management plan within 20 days of the request to do so.

8.22 At this point, the outcome of any tender will not be known, and it may be that the existing supplier or a new supplier will be subsequently appointed. The implementation plan and timings will be discussed, approved and agreed between the Buyer and Supplier.

8.23 It is essential that during contract exit, service delivery is protected during transition of service to new Supplier(s) and that the incumbent Supplier helps the new Supplier(s) fully understand what is required to deliver the services going forward. This is a key requirement that the Supplier confirms consent to when agreeing to engage under the terms of this Contract.

8.24 The Buyer may decide to refer cases to the supplier where an OFS or consent order was granted with our previous contractor but where the debtor has defaulted on an agreement. We would require the supplier to undertake

further enforcement action for example to apply for possession of the property.

9. MANAGEMENT INFORMATION/REPORTING

Minimum expectations

- 9.1 The Supplier must ensure the accurate and timely provision of detailed Management Information (MI) reports in accordance with the requirements as shown in Schedule 10 of this Contract. Parts of Schedule 10 are reproduced in this Statement of Requirements for the convenience of tenderers only. Schedule 10 is the definitive reference document. The table in **Appendix B** lists the management information reports required.
- 9.2 The Supplier must be able to provide all Management Information (MI) and reporting in formats that are agreed during the implementation period and at the annual Contract review.
- 9.3 The Supplier should only use PDF format for the provision of contextual documentation to support the analysis of MI.
- 9.4 In the event the Supplier is unable to provide an electronic reporting system, the Buyer can provide access to its own e-Sourcing Tool 'Jaggaer,' which enables electronic case sharing between Suppliers and the Buyer.
- 9.5 The Supplier must ensure to supply a definitions list for all abbreviations utilised in MI and reporting.
- 9.6 The Supplier must not amend format or fields of MI without prior notice in writing to the Buyer.
- 9.7 The Supplier is required to provide detailed MI as close to 'real time' as possible to support the Buyer's internal reporting and financial systems. Management Information must be provided monthly as the minimum frequency requirement.
- 9.8 The Supplier must ensure all mandatory fields meet the required format.

Social Value Reporting

- 9.9 The Supplier is expected to support The Buyer in its efforts to support Government priorities to boost growth and productivity, helping our communities.
- 9.10 The Supplier must ensure the following reporting metrics are adhered to in line with the Social Value Themes and Policy Outcomes selected for this Agreement.
- 9.11 The reporting metrics taken from the Social Value Model shall be created from the Social Value response the supplier has provided and has been duly scored on the questions and answers spreadsheet.

Freedom of Information requests (FOIs) and Parliamentary Questions (PQs)

- 9.12 The Buyer may request ad hoc MI from the Supplier to support individual data requests as relates to Freedom of Information requests and Parliamentary Questions.
- 9.13 Due to the nature of these requests, the deadlines may vary and will be communicated to and agreed with the Supplier in writing at the point of the request.

10. SERVICE LEVELS AND PERFORMANCE

- 10.1 **Appendix C** to this Statement of Requirements identifies those indicators that the Buyer will use to assess the performance of the Supplier. It also identifies the service levels required. These are included within Schedule 10 of this Contract but are repeated below for ease of access.

11. KEY MILESTONES AND DELIVERABLES

- 11.1 Key Milestones and deliverables that are critical to the fulfilment of the Contract are stated below.
- 11.2 In addition to these milestones, the Schedules to this Contract will have to be completed and agreed between the Buyer and the Supplier following Contract Award and prior to the Contract Commencement date.
- 11.3 All documentation detailed below must be provided in electronic format compatible with MS Office 365 or PDF.
- 11.4 All documentation should be signed and dated by the relevant Supplier management and version control documented.
- 11.5 The following Contract milestones/deliverables shall apply:

Milestone	Schedule number	Requirement, provision of:	Timeframe for delivery
a)	1.1	Contract Award Form signature and agreement	17 th October 2023
b)	6	Draft Transparency Reports for the approval of the Buyer	Within 3 months of the Contract Start date
c)	8	Implementation Plan	No later than 10 working days prior to the Contract commencement
d)	11	Continuous improvement Plan	On the first anniversary of the Contract Start date

e)	13	Operational Boards	Prior to the Contract Start Date
f)	14	Business Continuity and Disaster Recovery Plan	No later than 15 days prior to the Contract Start date.
g)	16	Security Management Plan	Within 20 working days of the Contract Start Date
h)	19	Cyber Essentials Basic Certificate	20 Calendar days prior to the Contract Start Date
i)	20	Supplier's Data Protection Officer	The Supplier to notify the Buyer as to their Data Protection officer prior to the Contract Start Date
j)	22	Evidence of Insurances	Prior to the Contract Start Date
k)	29	Notification of those Supplier staff taking key roles	Prior to Contract Signature
l)	30	Draft Exit Plan	Within 3 months of the Contract Start Date

12. CONTINUOUS IMPROVEMENT

- 12.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration. As noted in Section 5 of this Specification, there will be operational, organisational, and legislative changes over the period of the Contract that the Supplier is required to work with the Buyer to implement.
- 12.2 The Supplier should present opportunities and recommendations for Continuous Improvement to the Buyer during Contract review meetings.
- 12.3 Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed in writing prior to any changes being implemented.

13. SOCIAL VALUE

- 13.1 This section relates to the 'Public Services (Social Value) Act 2012' and the Procurement Policy Note (PPN) 06/20 'Taking Account of Social Value in the Award of Central Government Contracts.

- 13.2 Under the PPN 06/20 It is mandatory for all Central Government bodies to assess Social Value as of 1 January 2021. Details of the PPN can be found here:
[PPN 06_20 Taking Account of Social Value in the Award of Central Government Contracts \(3\) \(publishing.service.gov.uk\)](#)
- 13.3 The PPN 06/20 will be applied to this Agreement to secure wider social, economic and environmental benefits from the Agreement.
- 13.4 The Social Value Model can be found here:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf
- 13.5 The Buyer has identified two key themes and associated policy outcomes under the Social Value Model to be monitored and continually improved upon throughout the life and duration of the Contract:
- 13.5.1 Theme 2: Tackling Economic Inequality. Policy Outcome: Create new business, new jobs, and new skills.
- 13.5.2 Theme 4: Equal Opportunity. Policy Outcome: Tackle Workforce Inequality

14. PRICE

- 14.1 Please insert your pricing information relating to your service costs in attachment 4 of the Bid Documents. These will be transferred to Schedule 3 should you be successful at winning this Contract.
- 14.2 Prices are to be submitted via the e-Sourcing Suite Attachment 4 - Price Schedule excluding VAT and including all other expenses relating to Contract delivery.
- 14.3 The key pricing elements of this Contract/Agreement are shown in the pricing document:
- 14.3.1 Fixed Service Fee(s) (fixed rate) for each stage of the process. It is anticipated that approximately 95% of cases referred to the Supplier will use this fixed cost as a basis for charging the Buyer for that case.
- 14.3.2 A rate card that will be used in approximately 5% of cases. Use of the rate card is strictly limited to those cases where the Child Maintenance Service deems it appropriate to do so and approval is required whenever this is the case. Its use will be limited to those cases where for whatever reason, a case does not follow the normal pattern of activity associated with it as defined in this specification.
- 14.3.3 Pass through costs incurred during service delivery but not attributable to the Supplier. These include but not limited to Court fees. The Supplier is not permitted to increase the pass-through

costs except for management fee where appropriate. Please refer to the pricing document as attachment 4 to the Bid Pack and Schedule 3 (Charges).

14.3.4 Property valuation and maintenance costs. These should be charged at cost and backed by invoices, images of which should be added to the case file for future audit review.

14.3.5 Set Up Charges (where or if they apply).

Pricing reviews

14.4 The tendered price will be fixed for the first two years of this Contract Agreement. The tendered price will be reviewed annually thereafter, and an uplift agreed to be based on the Annual Consumer Prices Index as of 31st October each year as notified by the Office of National Statistics or their successors.

Suppliers are reminded that **no changes or qualification to the tendered price are permitted. Any qualification to the tendered price may result in the tender being rejected in its entirety and not considered further.**

15. PAYMENT AND INVOICING

Payments and invoicing mechanism(s)

- 15.1 The Supplier must be prepared to use electronic purchase to pay (P2P) routes, including Catalogue, e-Invoicing and electronic card technology.
- 15.2 The Supplier must be prepared to work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service suppliers and systems.
- 15.3 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 15.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The supporting information required is detailed below.

Invoicing requirements and schedule

- 15.5 The Buyer will provide all address and contact details for invoicing and related queries or escalations, during the implementation phase of the Contract.
- 15.6 The invoicing schedule will be agreed during the implementation phase of the Contract in accordance with the following principles:
 - 15.6.1 All invoices will be submitted monthly in arrears together with sufficient management information to verify the invoice amount.
 - 15.6.2 A list of Cases to which variable charges (as defined by the pricing document) is to be included to confirm approval for the use of the rate card. The Supplier is reminded that the number of cases where this applies is expected to be small estimated at around 5% of all cases.
 - 15.6.3 A list of cases together with a description of the stage (as described in this specification) and the fixed charge associated with it such that the specific item of activity can be traced to the charge being levied.
 - 15.6.4 A schedule of the individual pass-through costs incurred and the management fee associated with it.
 - 15.6.5 A schedule of all property related costs such as maintenance and valuation fees.

Supporting Information

- 15.7 The Supplier must provide mandatory supporting information as a minimum to enable accurate and timely payment of invoices.

Invoicing Supporting Information Mandatory fields:

Data required per booking	Data Format	Invoicing mandatory information
Invoice reference	Text / General	✓
Invoice date	Date	✓
Invoice breakdown	Text in accordance with the pricing document	✓
Invoice breakdown	Currency	✓
Invoice Net Value	Currency	✓
Invoice VAT	Currency	✓
Invoice VAT status	Text	✓
Invoice Total Value	Currency	✓
The Buyer P2P General Ledger Account Code and Category Code (to be provided by the Buyer)	Text	✓

16. CONTRACT MANAGEMENT

The Buyer – what you can expect from us

- 16.1 The Buyer will provide a designated contact as an Operational Contract Manager (OCM) to manage the day-to-day running of the contract and performance monitoring activity.
- 16.2 The Buyer will provide a designated contact as a Commercial Contract Manager to manage key Contractual activity with duties including but not limited to:
- 16.3 Contract Variations including amendments to Contract documentation, addition/removal of service lines, extensions, or uplifts to Contract value

Estimate usage reviews

- 16.4 It is anticipated that other parts of DWP may wish to engage the services of the Supplier under the terms of this Contract over the Contract period. No additional information can be provided at the point of tendering this service and the supplier will be given adequate notice of any changes as they occur.
- 16.5 Suppliers are advised to base their tenders on the current available usage information provided in this Specification.
- 16.6 The Buyer will provide a definitive list of contacts for specific requirements of the contract during the implementation period, e.g., Digital or Security, in the event of queries.
- 16.7 The Buyer may invite key internal stakeholders to review meetings to support specific contract and performance management-related activities, or

continuous improvement projects. The Buyer OCM will attend all review meetings.

Supplier Personnel

- 16.8 The Supplier must provide a designated contact as the responsible Account Manager to the Buyer.
- 16.9 The Supplier's designated Account Manager must attend all review meetings.
- 16.10 In the event of sub-contracting arrangements, the Supplier's designated Account Manager will have responsibility for ensuring the attendance of key delivery partners where required at review meetings.
- 16.11 The Supplier is expected to provide a list of key personnel who will be involved in the delivery of the services for this Agreement and contact details within two (2) weeks of contract Award.

Review Meetings

- 16.12 Operational and performance reviews will be held monthly.
- 16.13 A formal contract review will be held on an annual basis.
- 16.14 Meetings may be conducted virtually via MS Teams, or in person.
- 16.15 Attendance at review meetings held at The Buyer's premises shall be attended at the Supplier's own expense.
- 16.16 The Supplier is expected to provide electronic copies of all appropriate Management Information as in section 8 and a summary of complaints and issues for the relevant period at review meetings.

Location

- 16.17 The location of the Services will be carried out at the address of the winning supplier after a competitive tendering exercise has been carried out and a successful tenderer has been awarded a contract.

Appendix A – Current usage data

Introduction

1. The Buyer is presenting this information as the best that is currently available in good faith but does not provide any warranty as to its accuracy. Tenderers are advised to consider this information but not to rely upon it entirely in determining their pricing approach.
2. There are two sources of information used in this annex:
 - a) Internal monitoring information reported by the Orders for Sale Team
 - b) Payment plan information provided by the current supplier.

Internal monitoring information

3. The Order for Sale Team monitor their activity monthly. This information is reported at a national level and so the categories of activity do not accord directly with the six stages of the orders for sale process as described in the specification to this Contract.
4. The service categories have therefore been annotated with an approximate order for sale description for each stage.
5. The number of cases in each category as those that are as of that month and should not be added together. A case on which a property has been sold may have been referred to the Supplier up to eighteen (18) months earlier, or even longer if a full order for sale was initiated following the failure of a payment plan. The number of cases for each category therefore represents the state of play as of the month in question.
6. The number of cases has been significantly impacted by the Covid epidemic. This means that cases were not pursued vigorously during the period of the pandemic and numbers fell as a result. This service is also one of the slowest to recover its previous levels of activity. More recently, the number of cases referred has increased above normal levels to clear the backlog.

Repayment plan data

7. Repayment plan data has been provided by the current supplier. Whilst again, extensive efforts have been made to ensure its accuracy, the Buyer cannot independently verify the accuracy or otherwise of this information.

Appendix A – volume of cases from Internal Monitoring Information
OFS MI 2020/2021

	Approximate specified stage	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	YTD
Early OFS referred to solicitors	Stage 1	0	2	0	0	0	4	3	2	4	2	4	2	23
OFS application authorised (full OFS)	Stage 2-4	3	2	0	0	0	3	1	1	2	3	3	6	24
OFS granted	Stage 5	0	0	1	1	2	2	0	1	0	2	0	2	11
Properties in possession	Stage 6	2	2	2	1	1	1	1	1	1	1	1	1	N/A
Properties sold	Stage 6	0	0	0	1	0	0	0	0	0	0	0	0	1

OFS MI 2021/2022

	Approximate specified stage	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	YTD
Early OFS referred to solicitors	Stage 1	1	2	1	2	5	2	5	5	9	6	6	7	51
OFS application authorised (full OFS)	Stage 2-4	3	2	0	2	3	0	3	3	5	6	2	5	34
OFS granted	Stage 5	1	1	0	2	0	1	1	0	1	2	2	0	11
Properties in possession	Stage 6	1	1	2	2	2	2	5	5	6	6	6	7	N/A
Properties sold	Stage 6	0	0	0	0	0	0	0	0	0	0	0	0	0

OFS MI 2022/2023

	Approximate specified stage	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	YTD
Early OFS referred to solicitors	Stage 1	3	3	3	0	0	0	0	0	0	10	30	26	75
OFS application authorised (full OFS)	Stage 2-4	1	1	3	1	0	0	0	0	0	0	9	10	25
OFS granted	Stage 5	1	0	1	1	0	2	2	2	2	2	2	0	15
Properties in possession	Stage 6	8	9	7	7	7	6	6	4	3	3	3	3	N/A
Properties sold	Stage 6	0	0	1	0	0	1	0	2	1	1	0	0	6

Supplier provided information – payment plans active in month

Payment Arrangements Active		Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20
Paying by Instalments		26	30	33	33	35	36	36	39	40	40	41	45
	Total	26	30	33	33	35	36	36	39	40	40	41	45

Payment Arrangements Active		Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
Paying by Instalments			47	47	48		52	54	54	54	54	55	56
	Total		47	47	48		52	54	54	54	54	55	56

Payment Arrangements Active		Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
Paying by Instalments		57	58	60	59	59	60	61	62	62	63		66
	Total	57	58	60	59	59	60	61	62	62	63		66

Payment Arrangements Active		Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Paying by Instalments		68	71	73	71	71	71	72	72	72		72	73
	Total	68	71	73	71	71	71	72	72	72		72	73

Appendix B – Management Information Requirements

Monthly MI requirements & contextual information in supporting MI pack for Performance Meetings

Report Name	Frequency	Format
Movement of cases (in month):		
Stage 1 cases referred to solicitors	Monthly every 7th Working day	Excel sent as csv
Stage 1 cases returned to CMS for Decision	Monthly every 7th Working day	Excel sent as csv
OFS application authorised (stage 4)	Monthly every 7th Working day	Excel sent as csv
OFS application authorised (stage 4)	Monthly every 7th Working day	Excel sent as csv
Overall Work on Hand	Monthly every 7th Working day	Excel sent as csv
Overall Work on Hand (monthly):		
Stage 1 cases	Monthly every 7th Working day	Excel sent as csv
Full Litigation	Monthly every 7th Working day	Excel sent as csv
Properties in possession	Monthly every 7th Working day	Excel sent as csv
Properties sold	Monthly every 7th Working day	Excel sent as csv
OFS granted	Monthly every 7th Working day	Excel sent as csv
Hearings coming up in the next 30 days	Monthly every 7th Working day	Excel sent as csv
Volume of open cases by age band and region	Monthly every 7th Working day	Excel sent as csv
Volume of Cases (monthly):		
Potential Debt to be secured	Monthly every 7th Working day	Excel sent as csv
Hearings in the last 30 days	Monthly every 7th Working day	Excel sent as csv
Volume of Cases	Monthly every 7th Working day	Excel sent as csv
Potential Debt to be secured	Monthly every 7th Working day	Excel sent as csv
Hearing Adjourned	Monthly every 7th Working day	Excel sent as csv

Hearing Heard	Monthly every 7th Working day	Excel sent as csv
OFS Outcomes for Reporting Period	Monthly every 7th Working day	Excel sent as csv
OFS Granted	Monthly every 7th Working day	Excel sent as csv
Suspended Order	Monthly every 7th Working day	Excel sent as csv
Not Granted	Monthly every 7th Working day	Excel sent as csv
Number Of Possessions	Monthly every 7th Working day	Excel sent as csv
Number of Properties Sold Post Possession	Monthly every 7th Working day	Excel sent as csv
Drive by valuations	Monthly every 7th Working day	Excel sent as csv
Payment Summary	Monthly every 7th Working day	Excel sent as csv

Customer Service (monthly):

Call Audit	Monthly every 7th Working day	Excel sent as csv
Complaints Data against SLA/KPI's	Monthly every 7th Working day	Excel sent as csv
Performance Data against SLA/KPI's	Monthly every 7th Working day	Excel sent as csv

Payments in Month (monthly):

Paid in Full (Lump Sum) at Stage 2	Monthly every 7th Working day	Excel sent as csv
Settled (conclusion of payment plan) - at stage 2	Monthly every 7th Working day	Excel sent as csv
Instalments - agreed at stage 2	Monthly every 7th Working day	Excel sent as csv
Paid in Full (Lump Sum) - Post Application Pre CHD	Monthly every 7th Working day	Excel sent as csv
Settled (conclusion of payment plan) - Post Application Pre CHD	Monthly every 7th Working day	Excel sent as csv
Instalments - Post Application Pre CHD	Monthly every 7th Working day	Excel sent as csv
Paid in Full (Lump Sum) - Post CHD Pre Eviction	Monthly every 7th Working day	Excel sent as csv
Settled (conclusion of payment plan) - Post CHD Pre Eviction	Monthly every 7th Working day	Excel sent as csv
Instalments - Post CHD Pre Eviction	Monthly every 7th Working day	Excel sent as csv
Paid in Full (Lump Sum) - Post Eviction	Monthly every 7th Working day	Excel sent as csv

Total Volume of Payments Received (in month)	Monthly every 7th Working day	Excel sent as csv
Total Funds Collected (In month)	Monthly every 7th Working day	Excel sent as csv
Weekly MI/ Report requirements		
Payment Inbound Files (Weekly)	Weekly – Every Monday	Excel sent as csv
Recall /Dispute Cases (Weekly)	Weekly – Every Monday	Excel sent as csv
Closed Cases (Weekly)	Weekly – Every Monday	Excel sent as csv
Action completed cases (Weekly)	Weekly – Every Monday	Excel sent as csv
Reconciliation (Weekly)	Weekly – Every Monday	Excel sent as csv
Weekly Case Status (Weekly)	Weekly – Every Monday	Excel sent as csv
Stage 1 cases referred to solicitors (Weekly)	Weekly – Every Monday	Excel sent as csv
Annual MI/ Report requirements		
Social Value Report (Annually)	Annually, by contractual year.	PDF

Appendix C – Service Levels and Performance Requirements

SLA No	Service Level	Service Level Description	Process for Measurement	Target Performance	Measurement Period	Clock Start	Clock End	Service Level Minor Performance Failure	Service Level Material Performance Failure	Critical Service Level Failure
Security										
1	Breach of security	The Supplier shall report a breach of security to the Customer Representative, or such other person notified to the Supplier from time to time through the agreed incident reporting process no later than twelve (12) hours (24/7) after discovery.	Number of incidents/breaches reported within 1 working day of discovery.	All	Rolling 12 months	At point of the discovery of the incident by the Supplier or one of the Subcontractors.	When the Buyer has been notified of the discovery of the incident by the supplier or one of the Subcontractors.	1 failure	N/A	More than 1 failure
Service Delivery										
2	Urgent Cases	The Supplier must ensure that, for cases classed as urgent by the Buyer, recovery action is ceased	% of urgent cases	100%	Rolling 3 months	When the Buyer has submitted an urgent notification/rec all the file by 3pm (Day "0")	When the notification/recall file is confirmed as closed by the Supplier or one of	More than 97% but less than or equal to 99.99%	Less than 98% or equal to 97%	Less than or equal to 96.99%

		by the end of the following working day ("Day one (1)") after a notification/recall file has been received by the Supplier by 3pm on "Day zero (0)". "Urgent Cases" are defined as: cases where the Buyer has classified it as urgent within the Query Portal prior to submission. This is where the Buyer has notified the Supplier to stop / suspend recovery action and associated activity relating to the case.					its Subcontractors.			
3	(Stage 1) Activity commenced	The Supplier must ensure that Stage 1 cases referred by the Buyer have action commenced within 5 working days on receipt of referral	% of cases	100%	Rolling 3 months	When the Buyer has submitted the referral to the Supplier	When the notification or contact is made with the Debtor (Paying Parent)	Between 97.51% and 99.99%	Between 96.51% and 97.50%	Less than 96.51%

4	(Stage 3) Payment arrangement not agreed or that has defaulted	The Supplier must return all cases to the Buyer where there is a decision for pursuit of litigation is required within 28 days if no payment arrangement has been made.	% of cases	100%	Rolling 3 months	When the Buyer has submitted the referral to the Supplier	When the notification return file is received with the Buyer	Between 97.51% and 99.99%	Between 96.51% and 97.50%	Less than 96.51%
5	(Stage 4) Proceed to litigation Activity	Once a full litigation file has been received from the Buyer the Supplier will issue an application to Court for an Order for Sale hearing within 21 days	% of cases	100%	Rolling 3 months	When the Buyer has submitted the referral to the Supplier	When confirmation of the court date request has been provided to the Buyer by the Supplier	Between 97.51% and 99.99%	Between 96.51% and 97.50%	Less than 96.51%

SL No	Service Level	Service Level Description	Process for Measurement	Target Performance	Measurement Period	Clock Start	Clock End	Service Level Minor Performance Failure	Service Level Material Performance Failure	Critical Service Level Failure
6	Help Desk/Query Portal	When a query is created and a ticket assigned: A) Respond and resolve queries within one (1) Working Day; OR B) Where this is not possible the Buyer is contacted	% of incidents and Buyer queries resolved within the relevant target resolution time.	Higher than 90%	Rolling 3 months	When a query is created and a ticket assigned.	When the ticket is deemed as closed by the Buyer.	More than 88% but less than or equal to 90%	Less than 88% or equal to 87%	Less than 87% or equal to 86%

		within One (1) Working Day; AND C) A resolution within five (5) Working Days.								
7	Money Transfers	Accurate money transfers sent to the Buyer in accordance with the Buyer's payment schedule and payment instructions. "Accurate", for the purpose of this KPI, means the money transfer is for the right volume and value of payment, allocated to the right Customer reference number, at the right time. A failure ("inaccurate") would be a single money transfer that is late (not delivered at the right time) or non-compliant (the amount is not right and/or is	Number of accurate money transfers.	100%	Rolling 3 months	All money transfers sent to the Buyer within a rolling three (3) month period.	More than 98% but less than or equal to 99.99%	Less than 98% or equal to 97%	Less than 97% or equal to 96%	

		allocated to the wrong customer.								
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SL No	Service Level	Service Level Description	Process for Measurement	Target Performance	Measurement Period	Clock Start	Clock End	Service Level Minor Performance Failure	Service Level Material Performance Failure	Critical Service Level Failure
8	Electronic Data Files	Accurate electronic data files detailing individual payments sent weekly to the Buyer in accordance with the Buyer's schedule must be accurate. "Accurate", for the purposes of this KPI, is all information contained within the file as being correct to the volume and value of payments detailed, allocated to the right Customer reference number at the right time.	Number of accurate electronic files.	100%	Rolling 3 months		All electronic data files sent to the Buyer within a rolling three (3) month period.	More than 98% but less than or equal to 99.99%	Less than 98% or equal to 97%	Less than 97% or equal to 96%

9	Error correction and Issue Resolution of Money transfers and Electronic Data Files	Any errors in money transfers sent to the Buyer and electronic data files to be corrected and returned: A) Within One (1) Working Day of notification from the Buyer; OR B) Where this is not possible the Buyer is contacted within one (1) Working Day; AND C) A corrected money transfer or electronic file is issued to the Buyer within five (5) Working Days.	% of incidents resolved within the relevant target resolution time.	100%	Rolling 3 months	The time and date of the notification from the Buyer.	The time and date the Buyer receives the corrected money transfer or electronic data file.	More than 98% but less than or equal to 99.99%	Less than 98% or equal to 97%	Less than 97% or equal to 96%
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SL No	Service Level	Service Level Description	Process for Measurement	Target Performance	Measurement Period	Clock Start	Clock End	Service Level Minor Performance Failure	Service Level Material Performance Failure	Critical Service Level Failure
10	Call Audits and Account Audits	The Supplier shall conduct a minimum 10% of Call Audits and 5% of Account Audits per Supplier	Number of Call Level Audits and Account Level Audits conducted	Higher than 95%	Rolling 12 months	N/A	N/A	More than 93% but less than or equal to 94.99%	Less than 93% or equal to 91%	Less than 91% or equal to 90%

		representative dealing with the Buyer's Customers, per month.	versus the target number.							
Contract Management										
11	Accurate and Timely Invoicing	Invoices to be received Monthly in Arrears following the Adjustment process. "Accurate", for the purposes of this KPI, is defined as the invoice including all mandatory supporting information, and to the correct value, with the correct Purchase Order or other Authority reference included.	Number of accurate invoices received.	Higher than 5 invoices	Rolling 6 months	N/A	N/A	Less than 5 or equal to 4 invoices	Less than 4 or equal to 3 invoices	Less than 3 or equal to 2 invoices
Social Value										
12	Social Value	Progress against targets set out in the Supplier's Social Value Action Plan.	Quarterly reporting of progress and actions taken against Social Value target.	Higher than 75%	On a six (6)-monthly basis	From Six (6) months following Contract Award	To Contract Expiry	Less than or equal to 75%	N/A	N/A

			Measurement as a % of time/quantity improvements towards achievement of the targets.							
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