

*Assuring value, building confidence*

Invitation to Tender

Legal Services Framework

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## Introduction

* + 1. The Single Source Regulations Office (“**SSRO**”) is establishing a legal framework agreement, under which it will appoint up to two Contractors to provide legal services from time to time as described at section 2 of this Invitation to Tender (**ITT**).
    2. In order to bid to be appointed to the framework, you are required to submit a Tender, which must contain the completed documents specified in section 3.1 of this ITT.
    3. The SSRO will evaluate Tenders fairly against the evaluation criteria and methodology set out in section 4 of this ITT.

### Instructions to firms submitting a Tender

* + 1. Please read the instructions on the tendering procedures carefully. Failure to comply with the instructions or to return any of the required documents or information may invalidate your Tender.

### Timetable

* + 1. The Tender timetable is as follows:

| **Event** | **Date** |
| --- | --- |
| Tender documents issued | 17 October 2018 |
| Deadline for receipt of clarification questions | 24 October 2018 (5pm) |
| SSRO response to supplier questions | 29 October 2018 |
| Tender return deadline | 16 November 2018 (5pm) |
| Notification of decision | 23 November 2018 |
| Commencement | 1 February 2019 |

* + 1. This is an indicative timetable and may be subject to change. Bidders will be notified if there are any delays to the timetable.

### Content and amendments

* + 1. The information contained in this ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the SSRO will not accept any liability for its accuracy, adequacy or completeness and no warranty is given in that regard. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the SSRO.
    2. The SSRO reserves the right to amend the ITT at any time prior to the deadline for receipt of tenders. Where amendments are significant, the SSRO may at its discretion extend the deadline for receipt of tenders.

### Questions about this ITT

* + 1. It is the responsibility of tenderers to obtain at their own expense all additional information necessary for the preparation of their response to this ITT. No claims of insufficient knowledge will be entertained.
    2. You may submit any clarification questions you have relating to this ITT by no later than the date and time specified in the timetable at paragraph 1.5 above.
    3. Please only submit such queries by email to the SSRO at: [tenders@ssro.gov.uk](mailto:tenders@ssro.gov.uk)
    4. Any clarification questions should clearly reference the appropriate paragraph in the documentation and, to the extent possible, multiple questions should be aggregated rather than sent individually.
    5. The SSRO will respond to reasonable requests for clarification of this ITT and supporting documents, provided they are received before the deadline. No queries received after the deadline will be answered.
    6. Clarifications provided by the SSRO will be circulated to all tenderers on or before the date specified in the timetable at paragraph 1.5 above. All questions and their answers will be published and circulated to all bidders without revealing the identity of the individual bidder that put forward a particular question.

### Instructions for return of tenders

* + 1. Please only return your Tender by email to the SSRO at: [tenders@ssro.gov.uk](mailto:tenders@ssro.gov.uk).
    2. The title of your email must be “Legal Services Framework Tender”. The documents required to be submitted with your proposal should be provided as attachments to your email.
    3. Your Tender must be returned by the date and time specified in the timetable at paragraph 1.5 above. Any Tender received after this date and time will not be considered. Tenders received before the due date will be retained unopened until after the deadline for submission has lapsed.
    4. It is your responsibility to ensure that your Tender is delivered not later than the appointed time. The SSRO accepts no liability whatsoever for Tenders that are not processed due to internet connectivity issues, transmission delays or errors.
    5. Bidders are advised to retain for themselves details of their submission. The SSRO reserves the right to make a charge to subsequently provide a copy of a submitted Tender.

### Transparency

* + 1. The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the SSRO. You should be aware of the SSRO’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the SSRO. Information provided by you in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the SSRO, unless the SSRO decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies.
    2. If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved. Such designation alone may not prevent disclosure if in the SSRO’s reasonable opinion publication is required by applicable legislation or policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).
    3. Additionally, for reasons of transparency, the SSRO may publish its tender documents (including ITTs such as this) on a publicly searchable web site. The same applies to any contract entered into by SSRO once the procurement is complete. By submitting a Tender you agree that your participation in this procurement and any resultant contract may be made public. Where tender documents issued by the SSRO or contracts with its suppliers are disclosed, the SSRO will redact them as it thinks necessary and in doing so will have regard to the exemptions in the FOIA or EIR.

### Conduct of bidders

* + 1. Offering an inducement of any kind in relation to obtaining this or any other contract with SSRO will disqualify your tender from being considered and may constitute a criminal offence.
    2. You must not:
       - 1. tell anyone else what your tender price is or will be, before the time limit for delivery of tenders;
         2. try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders; or
         3. make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.
    3. Should it be determined that any bidder has been communicating with any other bidder in respect to this Tender, the SSRO may, acting reasonably, disqualify both bidders.
    4. The SSRO will investigate Tenders where the price appears to be abnormally low. If the bidder cannot provide substantial reasons for the low prices then the SSRO may disqualify the bidder.
    5. You should not withdraw a Tender after it has been opened. If you do so, and the SSRO is not satisfied with the reasons for withdrawal, then the SSRO may refuse to accept future tenders from you.
    6. If the SSRO disqualifies a bidder from this procurement, it will also consider whether to exclude the bidder from subsequent procurement exercises.

### Conflicts of interest

* + 1. The SSRO requires that bidders notify it immediately should there be any risk of a conflict of interest. Any bidder failing to notify a conflict that is later identified will be disqualified.

### Acceptance of tenders

* + 1. The SSRO reserves the right to discontinue this procurement at any time or not to select a supplier, without liability, and does not bind itself to accept the lowest or any tender.
    2. Bidders are advised that in the event of their Tender being successful, the Contract between the SSRO and the Contractor will only come into existence once it has been duly executed in writing by both parties.
    3. No other purported method of acceptance (e.g. telephone call) or any action by the bidder (e.g. commencement of any work) shall be binding upon the SSRO or have any contractual effect.
    4. Nothing contained in this ITT shall constitute an agreement. Receipt by the bidder of this ITT does not imply the existence of a contract or commitment by or with the SSRO for any purpose and bidders should note that the ITT may not result in the award of any business.

### Bid costs

* + 1. Tenders are to be prepared and submitted at the cost of the bidder. The SSRO will not be liable for any costs incurred by the bidder in the preparation and submission of a tender.

### Sub-contractors and consortia

* + 1. If you are bidding for this contract in association with another supplier you must explain the structure of your bid. If you do not do so, then your bid may be disqualified.
    2. Bidders must indicate whether they are reliant on any third parties for any aspects of fulfilling the project as specified, or if this is a consortia bid. In such cases you should provide full details of subcontractors and partners, the nature of the relationship and the intended balance of work to be completed, and copies of quality assurance arrangements operating with subcontractors.
    3. If you are intending to bid as a consortium and to establish a new legal entity to perform the contract please give full details of how that entity will be constituted, including its legal status, who will own it and in what proportions. The SSRO may require cross guarantees to be provided by all members of the consortium.
    4. Bidders and Contractors must not, without the prior consent of the SSRO (given by the Contract Officer), appoint sub-contractors or add consortia partners who have not been declared as part of the initial submission. The SSRO may refuse consent for any reason, acting reasonably. This is to ensure that services are delivered in a timely, good quality and cost-effective fashion.
    5. The SSRO may request a copy of the consortia legal arrangements or the form of contract to be entered into between the Contractor and any proposed sub-contractor. Failure to provide this information may lead to the bid being disqualified or the SSRO withholding its consent to sub-contractors or consortia partners.
    6. The SSRO appreciates that discussions over the delivery partner structure and supply chain may impact the overall cost of the scheme and the bidder is required to highlight all such options and impacts prior to any award.

## The Brief

* + 1. The Brief is provided as a separate attachment to this ITT. It will comprise one of the Schedules to the Contract.
    2. Bidders must address the requirements of the Brief in their Tenders, by providing responses to the Tender Questions.

## Contractor’s Tender

* + 1. A submitted tender (“**the Tender**” or “**the Contractor’s Tender**”) must include the following:
       - 1. Form of Tender;
         2. Response to Tender Questions;
         3. Pricing Schedule;
         4. Evidence of Insurance;
         5. Equalities Policy;
         6. Statement of Conduct.
    2. Tenders which omit any of the documents in 3.1, or which include documents that are not properly completed may not be considered.
    3. Bidders may not alter the form of any documents provided with this ITT and required to be submitted. Bidders must not qualify their proposals. Any alteration or qualification (including to the Contract Terms) may result in the tender being rejected.
    4. Any additional pre-existing material which may expand upon your Tender may be included as appendices with cross-references to this material in the main body of your Tender, but only where expressly permitted by the Tender Questions.

### Form of Tender

* + 1. Bidders must provide a completed Form of Tender which is provided as a separate attachment to this ITT.

### Response to Tender Questions

* + 1. Bidders must complete the Response to Tender Questions which is provided as a separate attachment to this ITT. Bidders must respond in full to each of the questions set out in the Response to Tender Questions document in order to enable the SSRO to evaluate bids in a fair, like-for-like and reasonable manner.
    2. If a question is similar to a question included elsewhere in the Response to Tender Questions document, you should repeat your response where relevant and expand upon it where necessary. Bidders should not, however, exceed the indicated word limits as the SSRO will not evaluate the excess material unless expressly stated that it will do so in the Response to Tender Questions document.
    3. While promotional material may be included or referred to in your Tender (its contents counting towards any word count limit unless stated otherwise), you are asked not to include it in substitution of responding fully to all questions.

### Pricing Schedule

* + 1. Bidders must complete a Pricing Schedule which is provided as a separate attachment to this ITT.
    2. Bidders must quote on the basis that rates and prices set out in the Pricing Schedule shall remain fixed for the period of the framework agreement. Bidders are strongly advised to check all figures and arithmetical calculations before submitting their Tenders. The SSRO will not allow Bidders to amend their pricing schedules after submission. If the Tender is accepted the Bidder will not be entitled to claim and the SSRO will not allow any increase in the price.
    3. The Tender must be based on prices which exclude Value Added Tax. This tax, if applicable, will be paid by the SSRO as an addition at the appropriate rate on the invoices when submitted.

### Validity of Proposals

* + 1. The Form of Tender requires that bids remain open for acceptance for 90 days from the closing date for receipt of tenders. If this statement is not excluded or qualified or you state that your Tender is valid for a shorter period, then it may be rejected by the SSRO as failing to meet the ITT conditions.

## Evaluation

* + 1. The Contract Award will be based on the most economically advantageous tender (MEAT) method. Tenders may be rejected, however, if any answer or key element of a tender is fundamentally unacceptable to the SSRO, regardless of its other merits. Quotes will be scored on the basis of price (40%) and quality (60%). In the event of two or more quotes being awarded the same total scores, the SSRO shall choose the quote with the lowest price.
    2. Quality

Bidders are required to complete the Response to Tender Questions document as the answers provided will be used to evaluate Quality. The Quality criteria have an overall weighting of 60%. The relevant individual weightings assigned to each Tender Question is set out in the table below:

| **Tender Question** | **Weighting (as a % of the overall Quality criteria)** |
| --- | --- |
| Objectives and approach | 20% |
| Experience and expertise | 20% |
| Team | 15% |
| Conflicts of interest | 10% |
| Project management | 15% |
| Additional benefits | 10% |
| Security arrangements | 10% |

* + 1. The Quality criteria will be assessed based on an evaluation of Responses to each Tender Question, which will be conducted by using a scoring range of between 0 and 5 and then multiplied by the weighting indicated above. The assignment of a score to each question will be based on the following assessments:

| **Assessment** | **Score** |
| --- | --- |
| Unacceptable: A response that is significantly deficient, unacceptable or no response included. | 0 |
| Unsatisfactory: A response that is well below the requirements, provides very limited information or has no levels of assurance. | 1 |
| Weak: A response that provides limited information, is below the requirements, or has minimal levels of assurance. | 2 |
| Acceptable: An acceptable response in terms of the level of detail, accuracy and relevance, with low levels of assurance. | 3 |
| Good: A comprehensive response in terms of detail and relevance, with moderate levels of assurance. | 4 |
| Outstanding: As ‘Good’, but to a significantly better degree with high levels of assurance. | 5 |

* + 1. Price

Bidders are required to complete the table in the Pricing Schedule, which will be used to evaluate Price. The Price criteria has an overall weighting of 40%.

Evaluation will be based on the blended rate, calculated as follows:

| **Grade** | **A. Hourly rate in pounds** | **B. Expected contribution (Do not amend)** | **C. Weighted rate = A x B (Do not amend)** |
| --- | --- | --- | --- |
| Partner | £[ ] | 0.1 | £ |
| Senior lawyer | £[ ] | 0.3 | £ |
| Junior lawyer | £[ ] | 0.3 | £ |
| Paralegal | £[ ] | 0.15 | £ |
| Trainee | £[ ] | 0.15 | £ |
|  |  | **Blended rate =** | **£Sum of above figures** |

* + 1. Note that the expected percentage contribution by each level of lawyer is indicated for evaluation purposes only. It is recognised that this is only a guide and that the actual contribution made by a partner, senior lawyer, junior lawyer, paralegal or trainee may vary from case to case.
    2. It is expected that rates will be provided for each grade of lawyer. In the event that a bidder doesn’t employ a lawyer of a specified grade or description, the rate of the equivalent lawyer who will be expected to carry out the level of work at that grade should be included.
    3. The maximum available Price percentage score (40% of the evaluation weighting) will be allocated to the lowest blended rate, being the sum of column C in the above table. The Price score of other tenders will then be calculated proportionately to that price as follows:

The formula is: (Lowest blended rate / blended rate being evaluated) x 100 = price score for that bidder

Example:

Bidder A: £190

Bidder B: £175

Bidder C: £250

Following the above formula, the results generated are:

Bidder B: 100% (as it is the lowest blended rate)

Bidder A: 92% ((175 / 190) x 100)

Bidder C: 70% ((175 / 250) x 100)

### Ranking and provisional award of contract

* + 1. Quality and Price scores will be added together to give a total weighted score. The total weighted scores of each bidder will be used to rank. Up to two bidders with the highest scores will be recommended for appointment to the framework. Should there be a tie in scores between the bidders ranked two and three, the bidder with the lowest blended rate will be recommended for appointment to the framework.
    2. Any tender which in the reasonable opinion of the officers conducting the evaluation is fundamentally unacceptable on any key point (including any of the proposed contract terms), regardless of its other merits, may be rejected by the SSRO at its discretion.

## Evidence of insurance

* + 1. Please enclose documentary evidence to show that you have the following types and amounts of insurance cover –
       - 1. Public Liability Insurance to a minimum value of five million pounds for each and every claim or series of claims arising out of one event;
         2. Employer’s Liability Insurance to a minimum value of ten million pounds for each and every claim or series of claims arising out of one event; and
         3. Professional Indemnity Insurance to a minimum value of five million pounds for each and every claim or series of claims arising out of one event.
    2. The evidence should include a copy of the relevant policy together with proof of payment of the current year’s premium.

## Terms and Conditions

* + 1. The information in these instructions to Tenderers, is given in good faith for the guidance of the Tenderer, but in the event of a conflict the Contract shall take precedence.
    2. The Contract will be awarded on the Terms and Conditions provided with this invitation. Please do not submit your own standard terms with your Tender.
    3. The Contract will comprise:
       - 1. the SSRO’s Terms and Conditions;
         2. the Contractor’s Tender;
         3. the Brief; and
         4. any other agreed Schedules.

## Statement of Conduct

* + 1. Bidders must provide a completed Statement of Conduct which is provided as a separate attachment to this ITT.

## Documents provided with this ITT

* + 1. The following documents are provided with this ITT –

Terms and Conditions

Form of Tender

Brief

Response to Tender Questions

Pricing Schedule

Statement of Conduct