***EKC Group – Tender for Legal Advice and Services***

***Tender Clarifications and Guidance 1***

***4 September 2025***

**ONE**

1. Letter of Engagement Template: Is a specific template or format available for the Letter of Engagement (Section 8, p. 11), or should tenderers create their own based on the ITT requirements?

***Letter of Engagement (LoE) – exemplar***

Yes, applicants are advised to create their own LoE. EKC do not have a template for this.

The document can be prepared in your organisation’s usual format, with indicative terms meeting EKC Group requirements.

You may find the following structure helpful:-

1. About your Organisation: a brief overview of your organisation’s culture, and sector-relevant expertise applicable to EKC Group.
2. About your Team: How your team is structured, skills, experience and values which underpin service delivery.
3. Service Delivery: meeting EKC Group requirements as set out in the ITT.

-client management and operation/working practices,

-time constraints,

-scope of coverage,

-and subsequent periods

1. Two professional/client references.

Please Note: As stated this structure and particulars are optional and merely suggested.

**TWO**

1. Unlimited Advice Limits: The ITT specifies 'unlimited telephone and email advice' (Section 3, para 2, p. 3). Are there any fair-use policies or practical limits (e.g., response times, volume caps) that should be included in our proposal?

The principal goal is to procure an on-demand legal retainer which ensures accessible and legally sound advice.

It is envisaged that the service will be available:

* average of one enquiry per week for a maximum duration of 60 minutes
* with the opportunity to roll over unused service time / credit to subsequent months
* to use the service within the above limits on and between Monday and Friday (the Group’s working week),
* during EKC Group’s core operating hours 8:30 AM to 05:00 PM

Fair and reasonable use of the services being set out in a Time Constraint clause or policy is acceptable.

**THREE**

1. CSR Evidence Requirements: For the Corporate Social Responsibility responses (Appendix, Tab 3, row 14), should tenderers attach full policies (e.g., Modern Slavery Statement, Environmental Policy) or provide summaries in the Excel tab?
   1. Further, do organisations need to attach a Modern Slavery Statement when they are below the relevant threshold?

With regard to evidencing your organisations Corporate Social Responsibility, Modern Slavery Statement, Environmental Policy,

1. a file of the statement/policy, or live link to your organisation’s relevant webpage can be attached or entered for review by EKC Tender Panel in the Checklist box in the ITT,
2. alternatively the document/file itself can be added as an attachment to the emailed tender as part of the submission.
3. Only a summaries of the key aspects of these statements/policies need be entered/described in Appendix, Tab 3, row 14 and row 15.

Provided the relevant policies can be evidenced, and are visible and accessible for review by the EKC Tender Panel the information will be deemed as contributing towards your organisation’s eligibility in the bid for the tender.

Extrapolating from Section 5 Tender Submissions, final line:

‘*If the question does not apply to you, please state clearly “N/A.”*’

Please apply the same approach on any document, appendix or spreadsheet table which does not apply to your organisation setting out any exemption or justification that in your opinion are relevant to your circumstances and seek to be taken into consideration by the EKC Group Tender Panel.

EKC Group is proud to comply with the Modern Slavery Act 2015, as set out in our Anti-Slavery and Human Trafficking Statement, and we seek to uphold and maintain our commitment to combatting any Modern Slavery in its supply chain, as well as satisfying our obligations under the Group’s Real Living Wage Accreditation. Therefore, the Group requests written confirmation from all third-party organisations with which it contracts, that they agree to pay their staff National Living Wage.

The Group accordingly reserves the right to terminate any contract for supply of goods and services where such written confirmation is not provided by the relevant contracting third-party within a reasonable period of the Group’s request, and maintains the discretion not to consider said third-parties from future contracts of any kind.

**FOUR**

1. Interview Format Details: For the Round 2 interviews on 30 October 2025 (Section 6, p. 7), please confirm the expected presentation length and any specific topics or structure for the panel questions.

Presentation length can be designed and delivered at your own discretion but should not exceed 20 minutes.

The subjects covered in the presentation should focus on:

1. Your organisation’s knowledge and experience which meets areas set out in Section 3 Tender Requirements, paragraphs 1 to 4 and,
2. An overview of your organisation, or team’s impact in the legal sector relevant to EKC Group.

**FIVE**

1. External Partners and Subcontracting (Section 5.2): Is there scope for working with external partners under the tender? Specifically, do white-labelling or subcontracting arrangements fall within the scope of Section 5.2(d) regarding inducements or considerations to other parties?

EKC Group’s preference is for the selected legal advice and services provider to carry out the obligations using in-house staff and resources and not to utilise external partners and subcontracting. This is to optimising service and operational efficiencies, accountability, as well as, significantly reducing risk regarding due diligence and other associated EKC policy requirements.

In this context, the use of white-labelling or subcontracting in the performance of the anticipated obligations under the purview of this tender thus falls within the scope of Section 5.2(d) and is precluded.

**SIX**

1. Are costs to be covered or paid after a successful bid? We have noted that they are not covered before this point (Section 5, p. 5), but the ITT is silent on any change beyond bid success and/or tendering for the Contract.

No costs directly or indirectly incurred in preparation, completion, or submission of this tender and/or any Contract arising as a consequence therefrom shall be attributable to nor recovered from EKC Group by any prospective, intended, actual or successful bid/tender participant their agents, affiliates or assigns pursuant to Section 5, paragraph 5.

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