

THE INVITATION

GENERAL LEGAL SERVICES

REFERENCE NUMBER

RM 3786

ATTACHMENT 1

CONTENTS

1.	INTRODUCTION	3
2.	BACKGROUND	3
3.	REQUIREMENTS	5
4.	THE PANEL AGREEMENT AND LEGAL SERVICES CONTRACT AND ORDER FORM.....	5
5.	CONTRACTING ARRANGEMENTS (GROUPS OF ECONOMIC OPERATORS AND KEY SUB CONTRACTORS)	8
6.	PROCUREMENT TIMETABLE	12
7.	COMPLETING AND SUBMITTING A TENDER SUBMISSION	13
8.	QUESTIONS AND CLARIFICATIONS.....	15
9.	OVERVIEW OF THE EVALUATION PROCESS	16
10.	FINAL DECISION TO AWARD.....	18
11.	TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 ("TUPE")	19
12.	THE ARMED FORCES COVENANT	20
13.	GLOSSARY	21

ATTACHMENT LIST

ATTACHMENT 1	THE INVITATION
ATTACHMENT 2	STAGE 1 GUIDANCE AND ELIGIBILITY QUESTIONNAIRE
ATTACHMENT 2a	STAGE 1 EXPERIENCE EXCEL WORKBOOK
ATTACHMENT 3	STAGE 2 GUIDANCE AND SUITABILITY QUESTIONNAIRE
ATTACHMENT 4	STAGE 2 PRICING MATRIX
ATTACHMENT 5	STAGE 3 GUIDANCE
ATTACHMENT 6	STAGE 3 PRICING MATRIX
ATTACHMENT 7	PANEL AGREEMENT
ATTACHMENT 7a	PANEL AGREEMENT SCHEDULE 2: PART A PANEL SERVICES
ATTACHMENT 8	PANEL AGREEMENT SCHEDULE 4 – LEGAL SERVICES CONTRACT AND ORDER FORM
ATTACHMENT 9	TERMS OF PARTICIPATION
ATTACHMENT 10	DECLARATION OF COMPLIANCE
ATTACHMENT 11	SUPPLIER GUIDANCE
ATTACHMENT 12	PANEL AGREEMENT POPULATION TEMPLATE
ATTACHMENT 13	FINANCIAL ASSESSMENT TEMPLATE

1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service. The Government Legal Department is the Panel sponsor in this Procurement.
- 1.2 Crown Commercial Service is referred to as the Authority in this Invitation, and you, along with other organisations participating in this Procurement, are referred to as Potential Providers.
- 1.3 This Procurement will establish a multi-supplier Panel for the provision of general legal services for Panel Customers, as set out in Appendix 1 of Panel Agreement Schedule 2: Part A Panel Services (Attachment 7a).
- 1.4 For the avoidance of doubt, once the Panel Agreement has been executed the successful Potential Providers will become the Suppliers.
- 1.5 Words in this document which are capitalised have definitions in the glossary at paragraph 13.
- 1.6 Attachment 9 Terms of Participation will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority.
- 1.7 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Key Sub Contractors please read the guidance in paragraph 5 below.
- 1.8 The Authority is using an e-Sourcing Suite to manage each stage of this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the Tender Submissions required at each Stage of this Procurement) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.9 You are welcome to ask questions or seek clarification regarding each stage of this Procurement. See paragraph 8 below for details on how to do so. Please ensure you have read all the information contained within this Invitation and the Attachments on the e-Sourcing Suite.
- 1.10 This Procurement relates to legal services which is listed in Schedule 3 of the Public Contracts Regulations 2015 (PCR) 2015 as a specific service. This procurement is therefore subject to limited regulation and will be conducted in accordance with regulations 74 to 76 of the Public Contracts Regulations 2015.

2. BACKGROUND

- 2.1 This Procurement is part of a wider strategy for the supply of legal services to Panel Customers and is replacing the RM919 Legal Services Framework.
- 2.2 Work currently being undertaken under RM919 will continue to conclusion. All new general legal services required from the Panel Commencement Date will be procured under this Panel Agreement, General Legal Services RM3786.

- 2.3 This strategy has been developed following consultation with Panel Customers and takes into account the views of suppliers on the RM919 Legal Service Framework and the RM373 Legal Services Framework.
- 2.4 Where a Supplier has an existing arrangement in place with any Panel Customer for the provision of Equivalent Panel Services prior to the Commencement Date, the Supplier shall refuse any new instructions that are not within the scope of the existing arrangements.
- 2.5 The replacement of RM919 will consist of three Panels covering Panel Customers and authorised users as follows:
 - 2.4.1. General Legal Services RM3786
 - 2.4.2. Finance and Highly Complex Transactions Legal Advice RM3787 (as per PIN issued on 03/03/2016)
 - 2.4.3. Rail Related Legal Services RM3756 (as per PIN 2016/S 097-173345 published on 21/05/2016)
- 2.6 The above panels will be complemented by a procurement of a panel for lower value legal services which will be open to Panel Customers and the wider public sector, accommodating low value and low volume transactions.

2.7 General Legal Services Panel Procurement

- 2.7.1 This Procurement is for the General Legal Services Panel RM3786.
- 2.7.2 The main external legal services requirement of Panel Customers (in terms of volume) is for Suppliers who can supply a wide range of legal advice and services covering elements of public, private and commercial law to assist with complex and often specialised issues and projects.
- 2.7.3 The Panel Agreement will have a reduced number of Suppliers (which may consist of Group of Economic Operators and/or Key Sub Contractors please refer to paragraph 5 below) compared with the current RM919 Legal Service Framework. Successful Suppliers can expect to receive (although there is no guarantee) a high value of Panel Customer work which will enable them to develop effective partnerships with the Panel Customers.
- 2.7.4 The Authority expects Suppliers to work with the Government Legal Department and other Panel Customers to meet the spending challenges by offering efficiencies and competitive pricing, planning work and resources carefully and efficiently at all times without compromising on excellent quality. In particular. Suppliers need to be able to demonstrate their ability to work with Panel Customers to manage legal work on complex projects effectively and efficiently.
- 2.7.5 This is reflected in the approach being taken to pricing and mandatory requirements in this Procurement. The Authority seeks competitive pricing at Panel level. For the purposes of evaluation, Potential Providers are asked to provide pricing by reference to hourly, daily and monthly rates. Discounts and free advice/training based on expenditure/income across all Panel Customers and panels are also required. Pricing and rates offered at Panel level will apply as maximum prices at Legal Services Contract stage. At Legal Services Contract stage Potential Providers will be asked to provide creative and

innovative pricing options and effective alternative fee arrangements. In addition to this Potential Providers will note the requirements made in respect of knowledge sharing and requirements for free training days.

- 2.7.6 In a fast paced legal environment, Suppliers must be able to be responsive and flexible in their ability to deploy resource. Suppliers must be adept at collaborating with lawyers, commercial, strategy and policy experts in Government, Counsel, and other legal suppliers as may be required to meet future challenges for Panel Customers.
- 2.7.7 Government is in the process of revising its approach to supplier and contract management to deliver on its commitment to developing a new approach to effective partnership working with external lawyers.
- 2.7.8 As well as renewing contract management and relationships between Suppliers and the Panel Customer, there is an intention to operate a proactive and effective Supplier Relationship Management programme which Suppliers will be required to participate in.

3. REQUIREMENTS

- 3.1 A detailed description of the Panel Services that Suppliers will be required to provide is set out at Appendix 2 of Panel Agreement Schedule 2: Part A: Panel Services (Attachment 7a). Potential Providers must be able to provide all of requirements set out in Panel Agreement Schedule 2 Part A: Panel Services (except the Optional Panel Services set out in Appendix 3 Panel Agreement Schedule 2: Part A: Panel Services) to be considered for a place on the RM3786 Panel Agreement. Potential Providers are also required to indicate where they are able to provide the Optional Panel Services Requirement as set out at Appendix 3 of Panel Agreement Schedule 2: Part A: Panel Services.
- 3.2 Details of the estimated total value of anticipated Legal Services Contracts placed under this RM3786 General Legal Services Panel are set out in the OJEU Contract Notice. This is an indicative figure and there is no guarantee that services to this value or any Panel Services will be called-off.

4. THE PANEL AGREEMENT AND LEGAL SERVICES CONTRACT

- 4.1 This Procurement will result in the award of a Panel Agreement to multiple successful Suppliers.
- 4.2 The General Legal Services Panel is structured as two (2) Tiers of Suppliers (Tier 1 and Tier 2).
- 4.3 The intention is that Tier 1 will consist of twelve (12) Suppliers and Tier 2 will consist of six (6) Suppliers.
- 4.4 Panel Customers, subject to Panel Agreement Schedule 5 (Ordering Procedure) will award Legal Services Contracts to Tier 1 Suppliers in the first instance.
- 4.5 If no Tier 1 Supplier is able to accept a proposed Order from a Panel Customer for one of the reasons set out below:
 - 4.5.1.1 the Supplier has a conflict of interest in relation to a proposed Order and/or a Panel Customer and/or the relevant Customer which cannot be mitigated to the Panel Customer's and/or the Customer's satisfaction; or

4.5.1.2 the Supplier does not have adequate resources available to properly service the Order; and/or

4.5.1.3 the Supplier does not have the required level of expertise in the types of legal services, areas of legal practice and/or industry sector specialisms necessary for the provision of such Panel Services as may be requested by the Authority, Panel Customer(s) and/or Customer(s).

the Panel Customer (subject to the provisions of Panel Agreement schedule 5 (Ordering Procedure) will be able to award the proposed Legal Services Contract to a Tier 2 Supplier.

- 4.6 In the event that a Supplier appointed to Tier 1 is removed from the Panel for any reason, the Supplier ranked the highest out of all the Suppliers on Tier 2 shall be offered the opportunity to be appointed to Tier 1 of the Panel. Where this happens there shall be no additions to the Suppliers appointed to Tier 2 following Panel Award.
- 4.7 The Panel Agreement will enable Panel Customers (including the Authority) to place Orders with the Supplier for the Panel Services via a Legal Services Contract.
- 4.8 The Panel Agreement (including the Panel Agreement Schedules) and the Legal Services Contract are available at Attachments 7 and 8. Please carefully review these documents so that you fully understand the rights and obligations it confers on the Parties.
- 4.9 The Panel Agreement and Legal Services Contract are non-negotiable, whether during the Procurement or post award. However, Potential Providers may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 9). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendments.
- 4.10 Following the Authority's decision to award, the Panel Agreement will be updated to incorporate elements of the Tender Submissions including (but not limited to) the successful Supplier's prices and pricing methodology.
- 4.11 The Authority will manage the overall performance of the Panel Agreement and collect Management Information and any Management Charges payable by the Supplier as defined in Schedule 9 and Clause 20 of the Panel Agreement.
- 4.12 Suppliers shall (i) accept Orders and (ii) respond to invitations to participate in Further Competitions, for the provision of Mandatory Panel Services from the Authority, and/or Panel Customer(s), unless it can demonstrate that one or more of the following applies:
- 4.12.1 the Supplier has a conflict of interest in relation to a proposed Order and/or the relevant Panel Customer which cannot be mitigated to the Panel Customer's satisfaction; or
- 4.12.2 the Supplier does not have adequate resources available to properly service the Order; and/or
- 4.12.3 the Supplier does not have the necessary specialist expertise in the types of legal services, areas of legal practice and/or industry sector specialisms required for the provision of such Mandatory Panel

Services as may be requested by the Authority and/or Panel Customer(s).

4.13 Panel Customer

- 4.14 Appendix 1 (Authorised Customer List) to Panel Agreement Schedule 2: Panel Services (Attachment 7a) sets out identities of the Panel Customers authorised to use the General Legal Services Panel (as may be amended or updated from time to time).
- 4.15 Current government policy is that, subject to paragraphs 4.16 and 4.17 below, all UK Central Government Ministerial and Non Ministerial Departments, their Executive Agencies and the successors of these bodies will procure general legal service requirements through the General Legal Services Panel ("the Policy"). Other Panel Customers listed at Appendix 1 (Authorised Customer List) to Panel Agreement Schedule 2: Panel Services (Attachment 7a) are also enabled to use the General Legal Services Panel but are not subject to the Policy.
- 4.16 Panel Customers subject to the Policy will not be required to procure general legal services using the General Legal Services Panel where the following circumstances apply to the Panel Customer:

4.16.1 a Panel Customer:

- 4.16.1.1 functions in whole or part as a regulator;
- 4.16.1.2 has a specialist requirement for Panel Services which cannot be met through the General Legal Services Panel;
or
- 4.16.1.3 is able to demonstrate they can achieve better value for money from an alternative arrangement.

and in the case of paragraph 4.16.1.1 or 4.16.1.3 above the Panel Customer has acquired permission from the designated authoriser. The designated authoriser for these purposes shall be such person as is notified from time to time to the Supplier by the Authority; or

4.16.2 the value of the rates the Panel Customer expects to be incurred in relation to its requirement, aggregated with similar requirements relating to the same policy, project or exercise (excluding work relating to the matters set out in paragraph 4.16.3 below), amounts to twenty thousand pounds (£20,000) or less; or

4.16.3 the Panel Customer's requirement (whether or not it is part of a wider piece of work involving related requirements) relates to transactional property work (including non-complex conveyancing and work relating to leases and licences), employment litigation or other litigation work and the value of the fees the Panel Customer expects to be incurred amounts to twenty thousand pounds (£20,000) or less.

- 4.17 The Policy at paragraph 4.15 above shall not apply to the requirements for enforcement and property legal services of the:

4.17.1 Driver and Vehicle Standards Agency;

4.17.2 Driver and Vehicle Licensing Agency; and/or

4.17.3 Vehicle Certification Agency

- 4.18 The policy at paragraph 4.15 above shall also not apply to the requirements for planning legal services of Highways England.
- 4.19 For the avoidance of doubt, the bodies referred to at paragraphs 4.17 and 4.18 above are enabled to use the Panel notwithstanding their full or partial exemption from the Policy.
- 4.20 Being appointed to the General Legal Services Panel does not confer an exclusive right to supply or guarantee that a Supplier will receive any business at all under the Panel Agreement.
- 4.21 The ordering process and further evaluation criteria**
- 4.22 Panel Customers may award Legal Services Contracts for any of the Panel Services. The procedures that Panel Customers will use to award Legal Services Contracts are set out in Attachment 7 Panel Agreement Schedule 5 (Ordering Procedure).
- 4.23 All Legal Services Contracts awarded by Panel Customers will on the terms set out in Attachment 8 – Legal Services Contract and Order Form supplemented as appropriate by such additional details as may be necessary and permissible.
- 4.24 This Panel Agreement will be managed centrally by the Authority. The Legal Services Contracts will be managed by the Customer(s). It is the intention to operate a proactive and effective Supplier Relationship Management Programme in line with the Pan Government Initiative for this Panel Agreement. The Supplier is required to nominate an appropriate representative to participate in this process.

5. CONTRACTING ARRANGEMENTS (GROUPS OF ECONOMIC OPERATORS AND KEY SUB CONTRACTORS)

- 5.1 It is important that Tender Submissions convey a complete and accurate picture of how the Authority's minimum requirements for legal, economic, and technical and professional capacity, as set out in Stage 1 – Guidance and Eligibility Questionnaire (Attachment 2), will be satisfied. This means the Authority needs clarity on how Tender Submissions are structured in terms of organisations contributing to them.
- 5.2 The Authority is happy to receive, welcomes and encourages Tender Submissions from economic operators collaborating as a Group of Economic Operators or Key Sub Contracting elements of its obligations. Where one of these approaches is adopted the following guidance set out in this paragraph 5 must be followed.
- 5.3 Subject to paragraph 5.4 below, Potential Providers responses to each Stage must be completed in the name and 'voice' of the economic operator or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into a Panel Agreement with the Authority and therefore assume liability for performance of the Panel Agreement.
- 5.4 With the exception of Key Sub Contractors identified in the Tender Submission which are subject to paragraph 5.9 Declaration of Compliance, no organisation other than the Potential Provider will be able to provide Services through the Panel Agreement, whether group company, subsidiary, parent company, holding company, associated company, franchise or, fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group

companies associated with the Potential Provider can be only as Key Sub Contractors identified in the Tender Submission.

5.5 Key Sub Contracting proposals

- 5.5.1 Potential Providers need to complete question 2.6 in Stage 1 – Guidance and Eligibility Questionnaire (Attachment 2) if you propose to use one or more Key Sub Contractors.
- 5.5.2 If as a Potential Providers you need to rely on the capability and/or experience of one or more Key Sub Contractors in your Tender Submission to demonstrate your ability to provide the Panel Services in accordance with the requirements of the question and the Panel Agreement you must inform the Authority in your Tender Submission.
- 5.5.3 A Potential Provider's Tender Submission must clearly identify when it is relying on a Key Sub Contractor in its response to a question giving the name of the Key Sub Contractor and explain the Key Sub Contractor's role, capability and experience as the context of the question requires.
- 5.5.4 The Authority does not require all Key Sub Contractors to be disclosed. You need only disclose those Key Sub Contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Panel Agreement (including under the Legal Services and Contract Order Form). There is no need to specify those Key Sub Contractors providing general services to the Potential Provider (such as window cleaners, desktop software providers etc.) that indirectly enable the Potential Provider to perform the Panel Services. Please read the definition of Key Sub Contractor in paragraph 13.

5.6 Group of Economic Operator proposals

- 5.6.1 If a Group of Economic Operators wish to act jointly to provide the Panel Services they may do so with all parties signing the resultant Panel Agreement and assuming joint and several responsibility for performance of the Panel Agreement including any Legal Services Contract.
- 5.6.2 The Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Panel Agreement. In this case, the Authority is also likely to require the members of the Group of Economic Operators to nominate a Panel Guarantor for the single legal entity's performance of the Panel Agreement.
- 5.6.3 The Authority will only allow the ability to nominate a Panel Guarantor when required in the instance that a Group of Economic Operators assumes a specific legal form for the purpose of concluding the Panel Agreement.
- 5.6.4 The Group of Economic Operators should nominate a Lead Contact to lead the Procurement process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to complete the Tender Submission on behalf of all the other members of the Group of Economic Operators.

- 5.6.5 The Lead Contact should complete questions 2.1 to 2.6 of the Stage 1 – Guidance and Eligibility Questionnaire (Attachment 2) to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.
- 5.6.6 Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Services in accordance with the requirements of the Tender Submission process and the Panel Agreement, it must inform the Authority in its Tender Submission.
- 5.6.7 The Tender Submission submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member's role capability and experience as the context of the question requires.

5.7 Queries

- 5.7.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and Key Sub Contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender Submission, then you should contact the Authority at the earliest opportunity in accordance with paragraph 8 below.

5.8 Changes to the contracting arrangements

- 5.8.1 The Authority recognises that arrangements in relation to Key Sub Contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the Panel Services you must therefore inform the Authority about any changes to the proposed Key Sub Contracting or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of a Panel Agreement.
- 5.8.2 If you are awarded a Panel Agreement, any changes to arrangements in relation to Key Sub Contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause 25 of the Attachment 7 Panel Agreement.

5.9 Declaration of Compliance

- 5.9.1 The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Key Sub Contractor and/or member of the Group of Economic Operators named in the Tender Submission has read, understood and complied with the statements contained within the Attachment 10 Declaration of Compliance. You do this in the e-Sourcing Suite at Stage 1 Guidance and Eligibility Questionnaire, question PR6. If you do not answer "Yes" to this confirmation you will be excluded from this Procurement. This provides the Authority with assurance that statements made by or in relation to the Key Sub Contractors and/or

members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with this Attachment 1 The Invitation to Tender and Attachment 9 Terms of Participation.

6. PROCUREMENT TIMETABLE

- 6.1 The anticipated timetable for this Procurement is set out in the table below.
- 6.2 This timetable may be changed by the Authority at any time. Potential Providers will be informed through the e-Sourcing Suite if the Authority decides that changes to this timetable are necessary.

DATE	ACTIVITY
06/09/2016	Despatch of the OJEU Contract Notice
08/09/2016	Issue Invitation to Tender and open Stage 1 – Eligibility
09/09/2016	Clarification period opens
15:00.00 BST 20/09/2016	Clarification period closes (“Stage 1 Tender Clarifications Deadline ”)
23/09/2016	Deadline for the publication of responses to Stage 1 Tender Clarification questions
15:00.00 BST 28/09/2016	Deadline for submission of Stage 1 – Eligibility Questionnaire to the Authority (“ Stage 1 Tender Submission Deadline ”)
29/09/2016 to 06/10/2016 07/10/2016	Evaluation of Stage 1 - Eligibility Questionnaire Unsuccessful Stage 1 Potential Providers notified
12/10/2016	Issue Invitations to Stage 2 – Suitability Stage
13/10/2016	Clarification period for Stage 2 opens for Stage 2 participants only
24/10/2016	Clarification period for Stage 2 closes (“ Stage 2 Tender Clarifications Deadline ”)
26/10/2016	Deadline for the publication of responses to Stage 2 Clarification questions
31/10/2016	Deadline for submission of Stage 2 – Suitability to the Authority (“ Stage 2 Tender Submission Deadline ”)
01/11/2016 to 09/01/2017 10/01/2017	Evaluation of Stage 2 Unsuccessful Stage 2 Potential Providers notified
16/01/2017	Issue Invitations to Stage 3
16/01/2017	Clarification period for Stage 3 opens for Stage 3 participants only

DATE	ACTIVITY
19/01/2017	Clarification period for Stage 3 closes ("Stage 3 Tender Clarifications Deadline")
20/01/2017	Deadline for the publication of responses to Stage 3 Clarification questions
15:00 GMT 23/01/2017	Deadline for submission of Stage 3 Pricing Matrix ("Stage 3 Pricing Matrix Deadline")
24/01/2017 to 03/02/2017	Stage 3 Compatibility Meetings
24/01/2017 to 27/01/2017	Evaluation of Stage 3 Pricing Matrix
10/02/2017	Award notifications issued to successful and unsuccessful Potential Providers.
11/02/2017 to 20/02/2017	10 day Standstill Period
21/02/2017	Confirmation of Award
28/02/2017	Expected commencement date for Panel Agreements

7. COMPLETING AND SUBMITTING A TENDER SUBMISSION

- 7.1 Potential Providers are strongly advised to read through all the Invitation to Tender documentation first to ensure understanding of how to submit a fully compliant Tender Submission.
- 7.2 The Authority utilises an e-Sourcing Suite to provide governance around the Tender Submission process. Your response must be managed through this tool. Potential Providers are therefore advised of the following:
 - 7.2.1 It is your responsibility to ensure that you have submitted a fully compliant Tender Submission at each Stage.
 - 7.2.2 You must ensure that you are using the latest version of this document and its Attachments, as the documentation may be updated from time to time.
 - 7.2.3 Any incomplete or incorrect Stage 1, Stage 2 or Stage 3 Tender Submissions may be deemed non-compliant, and as a result you may not be able to further participate in this procurement.
 - 7.2.4 You are advised to allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Tender Submission Deadline.
- 7.3 For technical guidance on how to complete questions and text fields and how to upload any requested attachments please download the Supplier Guidance at Attachment 11 – Supplier Guidance.

7.4 Additional Materials, Documents and Attachments

- 7.4.1 Potential Providers must adhere to the following instructions;
 - 7.4.1.1 No additional attachments should be submitted with a Tender Submission unless specifically requested by the Authority; and
 - 7.4.1.2 Any additional documents requested by the Authority must only be attached at the question level using the paperclip icon aligned to the question (not at questionnaire level and not at RFx Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority.
 - 7.4.1.3 Any additional documents requested must be submitted in the format requested by the Authority.

7.5 Data Entry

- 7.5.1 A fully compliant Tender Submission must adhere to the following instructions;
- 7.5.2 All responses must be inserted into the relevant text fields unless an attachment is additionally permitted, located beneath the relevant question. No attachments are permitted except where specifically requested by the Authority. Only information entered into the relevant text fields or information specifically requested by the Authority and uploaded as an attachment will be taken into consideration for the purposes of evaluating a Tender Submission. Attachments must not be over 10mb in size.
- 7.5.3 The Tender Submission must be submitted in the English (UK) language.
- 7.5.4 All prices must be shown excluding VAT and in British Pounds Sterling (£).
- 7.5.5 Potential Providers must answer all questions accurately and as fully as possible, within the character limits specified.
- 7.5.6 Where options are offered as a response to a question, Potential Providers must select the relevant option from the drop down list.
- 7.5.7 You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
- 7.5.8 The Authority will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). The stated character limit includes spaces and punctuation.
- 7.5.9 No zero values will be accepted in any cells.

7.6 Specific Losses

- 7.6.1 The Authority will not be liable for any Tender Submission costs, expenditure, work or effort incurred by a Potential Provider in proceeding with or participating in this Procurement, including if the Procurement process is amended, cancelled or withdrawn by the Authority at any Stage, the Authority decides not to enter into any Panel Agreements, no Legal Services Contracts are entered into and/or a Supplier once appointed to the Panel does not receive any orders.

7.7 Security Classifications

- 7.7.1 On 2 April 2014 the Government introduced a new Government Security Classifications (GSC) classification scheme to replace the Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All Potential Providers are encouraged to make themselves aware of the changes and identify any potential impacts in their Tender Submission. The protective marking and applicable protection of any material passed to, or generated by, you during the tender process or pursuant to any Panel Agreement awarded to you as a result of this Procurement process will be subject to the GSC introduced on 2 April 2014. The link below to the Gov.uk website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

- 7.7.2 The Authority reserves the right to amend any security related term or condition of the draft Panel Agreement accompanying the Invitation to Tender to reflect any changes introduced by the GSC. In particular where this The Invitation to Tender is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the Tender Submission as they apply to the Procurement process and/or any Panel Agreement awarded to you as a result of the Procurement process.

7.8 Cyber Essentials Plus Scheme

- 7.8.1 To be awarded a place on the proposed Panel successfully it will be essential for the Potential Provider to meet the requirements of the Cyber Essentials Plus Scheme, introduced in June 2014. This scheme defines a set of controls which, when properly implemented, provides organisations with basic protection from the most prevalent forms of threat coming from the internet. You can view the details of the Cyber Essentials Plus Scheme at:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

8. QUESTIONS AND CLARIFICATIONS

- 8.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Procurement at any time during the clarification periods (see the Procurement Timetable set out in paragraph 6). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 8.2 In this Procurement the Authority has decided to offer an opportunity to raise clarifications at each stage of the Procurement process. Potential Providers are however encouraged to raise questions they may have about any Stage of the Procurement during the initial clarification period.
- 8.3 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to

questions asked and/or clarifications raised by you in the “Attachments” section of the on line e-Sourcing Suite.

- 8.4 If as a Potential Provider you ask any questions and/or raise clarifications please do not refer to your organisation in the body of the question.
- 8.5 Questions asked and/or clarifications raised will be responded to in a “Questions and Answers” document, which will be available in the “Attachments” section of the e-Sourcing Suite. Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular (approximately four (4) working day) intervals.
- 8.6 The Authority will endeavour to publish responses to all questions outstanding at the end of each of the clarification periods, before the deadline for the publication of responses to the clarification stages (see Procurement Timetable set out in paragraph 6).
- 8.7 If Potential Providers wish to ask a question or seek clarification in confidence then you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question and/or clarification if the question and/or clarification is not withdrawn, then the response will be issued to all Potential Providers.
- 8.8 Potential Providers are responsible for monitoring the e-Sourcing Suite and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that may affect how you complete your Tender Submission.
- 8.9 The Authority reserves the right to contact Potential Providers at any time, for clarification on all and/or any part of your Tender during the Procurement process which is likely to require a prompt response from you.

9. OVERVIEW OF THE EVALUATION PROCESS

- 9.1 The Procurement process will be conducted in three (3) Stages which will be run consecutively.
- 9.2 Tender Submissions will be assessed on quality and price. Following evaluation of Potential Providers’ Tender Submission, in accordance with the evaluation process set out in the Invitation to Tender and its Attachments, a Panel Agreement will be concluded with the Potential Providers who offer the most economically advantageous Tender Submission.
- 9.3 **Stage 1 – Eligibility**
 - 9.3.1 The Authority will assess responses to the Eligibility Questionnaire (“**Stage 1 Tender Submission**”) in accordance with Stage 1 – Guidance and Eligibility Questionnaire (Attachment 2).
 - 9.3.2 A maximum of 50 top scoring Potential Providers will be invited to participate in Stage 2 – Suitability of this Procurement.
 - 9.3.3 For the purposes of determining which Potential Providers will be invited to Stage 2 – Suitability, the Authority will rank all Potential Providers from the highest Stage 1 Eligibility Score downwards.

- 9.3.4 Where there are more than 50 eligible Potential Providers, those ranked 1st to 50th will be invited via the e-sourcing suite to participate in Stage 2 – Suitability.
- 9.3.5 Where there are less than 50 Potential Providers who participate in Stage 1 then all eligible Potential Providers who are deemed to have satisfied the Stage 1 Eligibility requirements will be invited to participate in Stage 2 Suitability.
- 9.3.6 Where two or more Potential Providers have tied scores and are in any position except for the last position, the number of Potential Providers will fill the positions immediately following the position that they have tied for. For instance where two Potential Providers are tied in 43rd position they will occupy that 43rd position as well as the 44th position respectively for the purpose of calculating the top 50 Potential Providers.
- 9.3.7 Where there are two or more Potential Providers who have tied scores and are placed in the last position (50th) position, the Authority will apply a tie breaker and the Potential Provider who obtained the highest score in Section 10.2 Experience Worksheet score of the Eligibility Questionnaire will be taken through to Stage 2.
- 9.3.8 In the event that there are still two or more Potential Providers who have tied scores following the tie break process outlined in paragraph 9.3.7 then the Authority will use the number of Optional Specialisms offered by the Potential Providers as a further tie break criteria. The Potential Provider offering the highest number of Optional Specialisms will be taken through to Stage 2.
- 9.3.9 Potential Providers ranked 51st and below will be excluded from this Procurement by the Authority and notified accordingly via the e-Sourcing Suite.

9.4 **Stage 2 - Suitability**

- 9.4.1 The Authority will assess responses to the Suitability Questionnaire and Stage 2 Pricing Matrix (Attachment 4) (**“Stage 2 Tender Submission”**) in accordance with Stage 2 Guidance and Suitability Questionnaire (Attachment 3)
- 9.4.2 A maximum of 24 top scoring Potential Providers will be invited to participate in Stage 3 of this Procurement. Where there are less than 24 Potential Providers deemed to have satisfied the requirements at Stage 2 then only those eligible Potential Providers who satisfied the requirements at Stage 2 will proceed to Stage 3.
- 9.4.3 For the purposes of determining which Potential Providers will be invited to Stage 3, the Authority will rank all Potential Providers from the highest Stage 2 Final Score downwards.
- 9.4.4 Where there are more than 24 eligible Potential Providers those ranked 1st to 24th will be invited via the e-sourcing suite to participate in Stage 3.
- 9.4.5 Where two or more Potential Providers have tied scores and are in any position except for the last position, the number of Potential Providers will fill the positions immediately following the position that they have

tied for. For instance where two Potential Providers are tied in 18th position they will occupy that 18th position as well as the 19th position respectively for the purpose of calculating the top 24 Potential Providers. Where there are two or more Potential Providers who have tied scores and are placed in last position (24th), the Authority will apply a tie breaker and the Potential Provider who obtained the highest overall Stage 2 Quality Score will be taken through to Stage 3.

- 9.4.6 In the event that there are still two or more Potential Providers who have tied scores following the tie break process outlined in paragraph 7.5 then the Authority will use the Hourly Rates provided as part of the Stage 2 Price Evaluation. The Potential Provider offering the lowest overall Hourly Rate will be taken through to Stage 2.

9.5 **Stage 3**

A panel of senior civil servants will assess Case Study B2 submitted at Stage 2, the outcomes of the Stage 3 Compatibility Meetings and the Attachment 6 Stage 3 – Pricing Matrix (**“Stage 3 Tender Submission”**) in accordance Attachment 5 Stage 3 – Guidance.

10. **FINAL DECISION TO AWARD**

- 10.1 Following the evaluation of Potential Providers' Stage 3 Tender Submission for the purposes of determining the final decision to award all results will be ranked from the highest Stage 3 Final Score downwards.
- 10.2 The Authority will inform Potential Providers ranked 1st to 12th of the Intention to Award a Tier one (1) Panel Agreement via the e-Sourcing Suite.
- 10.3 Should a top ranked Potential Providers (i.e. 1st to 12th) decline to accept a Tier 1 Panel Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 10.3.1 Where there are two or more Potential Providers who have tied scores and are placed in 12th position, the Potential Provider who obtained highest overall Quality Score at Stage 3 will be offered a place on Tier 1 and the other Potential Provider will be ranked in 13th place and awarded a place on Tier 2. Where both Potential Providers obtained the same overall Quality Score at Stage 3, the Potential Provider who obtained the highest mark for Quality in the Compatibility Meeting will be offered a place on Tier 1. The other Potential Provider will be offered then offered a place on Tier 2.
- 10.4 The Authority will inform Potential Providers ranked in places 13th to 18th of the Intention to Award a Tier 2 Panel Agreement via the e-Sourcing Suite.
- 10.5 Should a Tier 2 Potential Provider decline to accept a Tier 2 Panel Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 10.6 Where two or more Potential Providers who have tied scores and are placed in 18th position, the same criteria as set out in paragraph 10.3.1 will be applied as a tie breaker to determine which Potential Provider will be offered a place on Tier 2.

- 10.7 If the event that there are less than 12 Potential Providers successful at Stage 3 then these Potential Providers will form Tier 1 of the Panel Agreement and there will be no Tier 2.
- 10.8 Unsuccessful Potential Providers will be notified accordingly via the e-Sourcing Suite.
- 10.9 Although this Procurement is being conducted under regulations 74 to 76 of the Public Contracts Regulations 2015, the Authority has chosen to observe a Standstill Period. Following a Standstill Period of ten (10) calendar days and subject to there being no substantive challenge to that Intention to Award, Panel Agreements will be formally awarded, subject to contract, to the successful Potential Providers.
- 10.10 The term Standstill Period is set out in Regulation 87 (2) of the Regulations and, in summary, is a period of ten (10) calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's Intention to Award notice to conclude the Panel Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude a Panel Agreement with the successful Suppliers. It allows unsuccessful Potential Providers the opportunity to raise any questions with the Authority that relate to the decision to award before the Panel Agreement is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.
- 10.11 The conclusion of a Panel Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

11. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 ("TUPE")

- 11.1 The Authority does not consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to be an issue in respect of this Procurement at Panel Agreement Award Stage as services are not provided at this level.
- 11.2 At Legal Services Contract stage, on the basis that there will be no transfer of existing work and this Procurement relates to the requirement for new services only, the Authority takes the view that TUPE is unlikely to apply.
- 11.3 Potential Providers' should therefore not take TUPE into account when completing the Attachment 4 Stage 2 Pricing Matrix and the Attachment 6 Stage 3 Pricing Matrix.
- 11.4 It is the responsibility of Potential Providers to take their own advice and consider whether TUPE is likely to apply at the Legal Services Contract stage and to act accordingly. The Potential Provider is encouraged to carry out its own due diligence exercise. Potential Providers are referred to Schedule 1 in the Legal Services Contract which sets out the provisions which will apply if TUPE is to apply and the indemnities which will be given. No further indemnities will be provided.

12. THE ARMED FORCES COVENANT

- 12.1 The Armed Forces Covenant (“the Covenant”) is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
- 12.2 The Covenant’s 2 principles are that:
- 13.2.1. the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services ; and
 - 13.2.2. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.
- 12.3 The Authority encourages all Suppliers, and their Key Sub Contractors, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
- 12.4 Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The Corporate Covenant](#)
- 12.5 If you wish to register your support you can provide a point of contact for your organisation on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website
- Email address: covenant-mailbox@mod.uk
- Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London SW1A 2HB.
- 12.6 Paragraphs 12.1 to 12.5 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

13. GLOSSARY

This Glossary sets out the meanings of the defined terms referred to in the Invitation to Tender.

Aggregated Spend	means: (a) the total of all charges for the Panel Services invoiced to the Panel Customers by the Supplier (exclusive of VAT, reimbursable expenses, disbursements and secondment Charges) under the Panel Agreement; and (b) where applicable, any equivalent charges and exclusions invoiced to panel customers under any other panels which will replace the RM919 Legal Service Framework,
Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
Compatibility Meetings	means the part of the evaluation process described in Attachment 5 – Stage 3 Guidance;
Covenant	has the meaning given to it in paragraph 12.1;
Customer	means a Panel Customer which has entered into a Legal Services Contract;
Cyber Essentials Scheme Plus Certification	means the certification awarded on the basis of external testing by an independent certification body of the Suppliers cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance;
Cyber Essentials Scheme Data	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;
Cyber Essentials Scheme	means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials scheme can be found here: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
Eligibility Score	means the marks for Section 8.2; Section 9 and Section 10.2 of Stage 1 Eligibility Questionnaire added together to total an Eligibility Score;
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
Exchange Schemes	means suitably qualified and experienced Supplier Personnel in exchange for an equivalent number of Customer Personnel to work with the Supplier;
Experience Worksheet	means the worksheet at Attachment 2a;
General Legal Services Panel	means the arrangements for the provision of Panel Services by the Panel Supplier to Panel Customer(s);
Government Legal Department	means the non-ministerial Government department of which the Treasury Solicitor is in charge;

Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a “holding company” and “subsidiary” as defined in section 1159 of the Companies Act 2006;
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Panel Services;
Industry Events	means events or conferences showcasing change and/or innovation in the legal sector;
Invitation	means this Attachment 1;
Invitation to Tender	has the meaning given to it in Recital C of Attachment 7-Panel Agreement;
Key Sub Contractor	means any Sub-Contractor which is listed in Attachment 7- Panel Agreement Schedule 7 (Key Sub-Contractors), that in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Panel Services;
Lead Contact	means the individual nominated by the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the responses to the Stages;
Legal Services	means the legal services provided by Suppliers to Customers pursuant to Legal Services Contracts;
Legal Services Contract	means a legally binding agreement (entered into pursuant to the provisions of this Panel Agreement) for the provision of Ordered Panel Services made between a Panel Customer and the Supplier pursuant to Attachment 7- Panel Agreement Schedule 5 (Ordering Procedure);
Mandatory Panel Services	means the mandatory services set out at paragraph 3 of Annex 1 of Panel Agreement Schedule 2: Part A Services (Attachment 7a) including Mandatory Specialisms;
Mandatory Specialisms	has the same meaning as “Mandatory Panel Services”;
Management Charge	means the sum payable by the Supplier to the Authority being an amount equal to one point five per cent (1.5%) of all Charges for the Panel Services invoiced to the Panel Customers by the Supplier (net of VAT) in each Month throughout the Panel Period and thereafter until the expiry or earlier termination of all Legal Services Contracts entered pursuant to this Panel Agreement;
Management Information or MI	means the management information specified in Attachment 7- Panel Agreement Schedule 9 (Management Information);
Marking Scheme	means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question as set out in Attachment 2- Stage 1 Guidance and Eligibility Questionnaire, Attachment 3- Stage 2 Guidance and Suitability Questionnaire and Attachment 5- Stage 3 Guidance;
Masterclass	means a class taught by somebody who has expert knowledge in a particular legal area;
Matter Management	means activities involved in managing all aspects of the corporate legal practice;

Occasion of Tax Non Compliance	<p>means where:</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle;</p> <p>the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Panel Commencement Date or to a civil penalty for fraud or evasion;</p>
OJEU Notice	has the meaning given to it in Recital A of Attachment 7- Panel Agreement;
Optional Panel Services	means the optional services set out at paragraph 4 of Annex 1 of Panel Agreement Schedule 2: Part A Services (Attachment 7a) including Optional Specialisms;
Optional Specialisms	has the same meaning as "Optional Panel Services";
Order	means an order or "orders" for the provision of the Panel Services placed by a Panel Customer with the Supplier under a Legal Services Contract;
Ordering Procedure	means the process for awarding a Legal Services Contract pursuant to Clause 5 (Ordering Procedure) and Panel Agreement Schedule 5 (Ordering Procedure);
Panel	means the panel arrangements established by the Authority for the provision of the Panel Services to Panel Customers by suppliers (including the Supplier) pursuant to the OJEU Notice;
Panel Agreement	means the contractually-binding terms and conditions set out at Attachment 7 and 8 of this Invitation to Tender to be entered into between the Authority and the successful Potential Providers at the conclusion of this Procurement;
Panel Agreement Period	means the period from the Panel Agreement Commencement Date until the expiry or earlier termination of the Panel Agreement;
Panel Agreement Schedules	means the schedules to the Panel Agreement;
Panel Commencement Date	means the date specified in paragraph 6;
Panel Customer	means any Government Department, executive agency, non-departmental public body or other body listed in Appendix 1 (Authorised Customer List) to Panel Agreement Schedule 2: Part A Services (Attachment 7a) as the same may be amended or updated from time to time;
Panel Guarantor	means any person acceptable to the Authority to give a Panel Guarantee;
Panel Services	means the services described in Panel Agreement Schedule 2: Part A Services (Attachment 7a), which the Supplier shall make available to Panel Customers;
Potential Provider(s)	has the meaning in paragraph 1.2;

Price Evaluation	means part of the Stage 2 and Stage 3 Pricing Matrix used to evaluate the Tender Submissions charges by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process at Stage 2 and Stage 3;
Procurement	means the process used to establish a Panel Agreement that facilitates the supply of the Panel Services to the Authority and Panel Customers as described in the OJEU Contract Notice;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during part of the Stage 2 and Stage 3 used to evaluate the Quality of Tenders submitted by a Potential Provider;
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
Seconded(s)	shall bear the meaning ascribed to it in paragraph 3.17.2 of Panel Agreement Schedule 2: Part A Services (Attachment 7a), and “ Seconded ” and “ Secondment ” shall be construed accordingly;
Seconded Charge:	means a charge paid by the Customer to the Supplier in respect of a Seconded’s base salary and pension contributions only which is no greater than the amounts paid by the Supplier to such Supplier Personnel during such period as that Supplier Personnel is acting as a Seconded in respect;
Small Medium Enterprise (SME)	means an economic organisation falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003. See also http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ ;
Solicitor’s Regulation Authority	means the Authority who regulates Solicitors in England and Wales;
Stage	means Stage 1, Stage 2 or Stage 3;
Stage 1	means the part of the evaluation process described in Attachment 2 – Stage 1 Guidance and Eligibility Questionnaire;
Stage 2	means the part of the evaluation process described in Attachment 3 – Stage 2 Guidance and Suitability Questionnaire;
Stage 3	means the part of the evaluation process described in Attachment 5 – Stage 3 Guidance;
Stage 1 Tender Submission	means the Potential Provider’s formal offer in response to Stage 1;
Stage 2 Tender Submission	means the Potential Provider’s formal offer in response to Stage 2;
Stage 3 Tender Submission	means the Potential Provider’s formal offer in response to Stage 3;
Stage 1 Tender Submission Deadline	means the time and date set out in paragraph 6 for the latest uploading of Tenders at Stage 1;
Stage 2 Tender Submission Deadline	means the time and date set out in paragraph 6 for the latest uploading of Tenders at Stage 2;
Stage 3 Tender Submission Deadline	means the time and date set out in paragraph 6 for the latest uploading of Tenders at each of the Stage 3;
Stage 1 Eligibility Score	means the score achieved by a Potential Provider at the conclusion of Stage 1 evaluation calculated in accordance with Attachment 2 – Stage 1 Guidance and Eligibility Questionnaire;

Stage 2 Final Score	means the score achieved by a Potential Provider at the conclusion of Stage 2 evaluation calculated in accordance with Attachment 3 – Stage 2 Guidance and Suitability Questionnaire;
Stage 3 Final Score	Means the score achieved by a Potential Provider at the conclusion of Stage 3 evaluation calculated in accordance with Attachment 5 – Stage 3 Guidance;
Standstill Period	has the meaning as set out in paragraph 10.9;
Supplier	means the person, firm or company stated in the preamble to the Panel Agreement;
Supplier Personnel	means all persons employed or engaged by the Supplier together with the Suppliers servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under the Panel Agreement or any Legal Services Contracts;
Supplier Relationship Management Programme	means a programme that enables procurement management and capturing the post contract value from key business relationships;
Tender Clarifications Deadline	means the time and date set out in paragraph 7 for the latest submission of clarification questions at each Stage;
Tender(s) or Tender Submission(s)	means Stage 1 Tender Submission, Stage 2 Tender Submission and /or Stage 3 Tender Submission;
Tier	means either Tier 1 or Tier 2 as the context shall permit, and “ Tiers ” means both Tier 1 and Tier 2 collectively;
Tier 1	means the tier consisting of the twelve (12) highest ranked suppliers following contract award in respect of the OJEU Notice as amended from time to time;
Tier 2	means the tier consisting of the six (6) highest ranked suppliers after those listed in Tier 1 following contract award in respect of the OJEU Notice as amended from time to time;
Value Added Services	means the services described at paragraph 3.17 of Panel Agreement Schedule 2: Part A Services (Attachment 7a).