



Crown
Commercial
Service

THE INVITATION

RAIL LEGAL SERVICES

REFERENCE NUMBER

RM 3756

ATTACHMENT 1

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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, and the Department for Transport (DfT) will be the principal Panel Customer.
- 1.2 Crown Commercial Service is referred to as the Authority in this Invitation to Tender, 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 rail legal services for Panel Customers, as set out in Appendix 1 of Panel Agreement Schedule 2: Part A Panel Services.
- 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 The principal Panel Customer for the Panel is the Department for Transport (DfT).
- 2.3 Work currently being undertaken under RM919 will continue to conclusion. All new rail legal services required by the DfT, from the Panel Commencement Date are expected to be procured under this Panel Agreement, Rail Legal Services RM3756, unless there are circumstances which means that this would not be appropriate (for example due to the particular additional skills or experience that might be required).

- 2.4 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.
- 2.5 The replacement of RM919 will consist of three panels covering Panel Customers and authorised users as follows:
- 2.5.1 Rail Legal Services RM3756;
- 2.5.2 General Legal Services RM3786 OJEU reference number 2016/S 158-286163; and
- 2.5.3 Finance and Highly Complex Transactions Legal Advice RM3787 (as per PIN issued on 03/03/2016)
- 2.6 The above panels will be complemented in due course 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 Rail Legal Services Panel Procurement**
- 2.7.1 This Procurement is for the Rail Legal Services Panel RM3756.
- 2.7.2 The biggest rail modernisation, including Crossrail and High Speed 2, since Victorian times is currently underway to deliver much needed extra capacity, more services and better journeys. At the same time the DfT's ambitious re-franchising programme is continuing. Please follow the URL for indicative franchising plans: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/523791/may-2016-rail-franchise-schedule.pdf.
- 2.7.3 DfT will have an ongoing need for a significant level of specialist legal support on these and other programmes and projects in the rail sector.
- 2.7.4 This Procurement is being carried out for rail legal services in recognition of the need DfT and other Panel Customers to have access to Suppliers with sectoral expertise and capacity.
- 2.7.5 The Panel 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.
- 2.7.6 The Authority expects Suppliers to work with the Government Legal Department, DfT 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 rail projects effectively and efficiently.
- 2.7.7 This is reflected in the approach being taken to pricing and Panel Service requirements in this Procurement. The Authority seeks competitive pricing at Panel and Legal Services Contract level. For the purposes of evaluation, Potential Providers are asked to provide pricing by reference to hourly, daily and monthly rates and discounts. Free legal advice/training based on expenditure/income across all Panel Customers and this Panel are also required subject to paragraphs 1.8 and 1.9 of Panel Schedule 24.

- 2.7.8 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 support.
- 2.7.9 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.
- 2.7.10 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. The first stage of which will be a workshop with Suppliers to help streamline the Further Competition Process.
- 2.7.11 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.
- 2.7.12 The overriding objective of this Panel is for Suppliers to provide high quality, professional, timely and cost effective Panel Services to the Panel Customers.
- 2.7.13 In addition, the Authority and its Panel Customers anticipate the benefits arising from a specialist Panel to include:
 - 2.7.13.1 Improved Market Capacity and Capability – this Panel will ensure the market has greater access/availability of rail related work and thereby encourage firms to invest in rail specialists and grow their expertise.
 - 2.7.13.2 Ready Access – this Panel will provide Panel Customers with ready access to a pool of highly experienced specialist rail legal Suppliers.
 - 2.7.13.3 Choice and Competition – this Panel will provide Panel Customers with choice and engender competition within the market.
 - 2.7.13.4 Reduced Complexity – by reducing the number of Suppliers Panel Customers will have greater visibility of Suppliers best suited to meet rail specific requirements.
 - 2.7.13.5 Collaboration and Partnerships – this Panel will allow for the creation of teams formed with individuals from more than one supplier/ individual lawyers.
 - 2.7.13.6 Streamlining – this Panel and Orders will minimise the time required and reduce the administrative burden associated with procuring a particular piece of rail legal advice.
 - 2.7.13.7 Cross Government Working – this Panel will fully support cross government working, avoiding duplication by ensuring inclusiveness, so that access is granted to other

organisations with rail legal service requirements and enable sharing of good practice.

2.7.13.8 Value for Money (VfM) – this Panel will also deliver good VfM for the tax payer with pricing options available from multiple Suppliers including traditional hourly rates and fixed project rates for delivery of legal services.

3. REQUIREMENTS

- 3.1 A description of the Panel Services that Suppliers will be required to provide is set out in Attachment 7a - Panel Agreement Schedule 2: Part A: Panel Services.
- 3.2 Potential Providers must be able to demonstrate their capability to provide the Core Specialisms as set out in Attachment 7a - Panel Agreement Schedule 2 Part A: Panel Services to be considered for a place on the Panel. A Potential Provider's capability to do so will be tested in accordance with the requirements set out at in Attachment 2 Stage 1 Guidance and Eligibility Questionnaire and Attachment 3 Stage 2 Guidance and Suitability Questionnaire.
- 3.3 Potential Providers are also required to indicate the extent to which they are able to provide the Non-Core Specialisms as set out at Attachment 7a - Panel Agreement Schedule 2: Part A: Panel Services in accordance with the requirement set out at question 10 of Attachment 2 Stage 1 Guidance and Eligibility Questionnaire.
- 3.4 Potential Providers must be able to provide a minimum of eight (8) of the sixteen (16) Non-Core Specialisms to be considered for a place on the Panel.
- 3.5 Details of the estimated total value of anticipated Legal Services Contracts placed under this 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 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 four (4) Suppliers and Tier 2 will consist of four (4) Suppliers. Potential Providers will be applying for a place on the Panel but can elect to be awarded a Tier 2 Panel Agreement (please refer to question 2.1 of Attachment 2 Stage 1 Guidance and Eligibility questionnaire). The outcome of the Procurement will determine whether a successful Potential Provider is awarded a place on Tier 1 or Tier 2 (see evaluation process below).

4.4 Tier 1 and Tier 2 descriptions:

- 4.4.1 Tier 1 work will involve advice on major, long term transactions e.g. rail franchise competitions and other highly complex projects where the Tier 1 Supplier will need to devote considerable resource to the project, over a multiyear period of time or where the instructions relate to particularly complex issues e.g. advising on structural forms.
- 4.4.2 Tier 2 work will generally involve advice on less complex and resource intensive transactions e.g. instructions relating to less complex contractual changes.

- 4.5 It will be the role of the Panel Customer to determine which Tier the Panel Customer requirement falls within.
- 4.6 The Panel Customer shall be entitled to invite Tier 1 Suppliers to compete for work under Tier 1 or Tier 2 (as detailed in paragraphs 4.8.1 and 4.8.2 below).
- 4.7 The Panel Customer shall be entitled to invite Tier 1 and Tier 2 Suppliers to compete for work that it considers can be allocated to Tier 1 and Tier 2 (as detailed in paragraph 4.8.3 below). For avoidance of doubt this would not allow a Tier 1 Supplier to compete for Tier 1 work as described in paragraph 4.8.1.

4.8 Allocation of work on to Tiers

The Authority has set out below an indication of the type of work Panel Customers may require and how such work is anticipated to be allocated to each Tier; it is an indicative allocation only. It will be for Panel Customers to determine which Tier their requirements will be targeted at (including, where appropriate, both Tiers) having regard to all relevant circumstances.

4.8.1 Tier 1 Work:

Instructions in respect of major, complex and long term projects such as:

- 4.8.1.1 Passenger franchise competitions;
- 4.8.1.2 Infrastructure concessions;
- 4.8.1.3 Complex rolling stock procurements/maintenance arrangements/financings (e.g. fleets to be used by multiple franchisees); and
- 4.8.1.4 Instructions in respect of shorter term or other strategically important projects (such as advising on structural reforms).

4.8.2 Tier 2 Work:

Instructions in respect of less complex transactions such as:

- 4.8.2.1 In-life passenger franchise management/change, which are considered to be relatively straightforward;
- 4.8.2.2 In-life infrastructure concession management/change, which are considered to be relatively straightforward;
- 4.8.2.3 Direct Agreements for rolling stock leases/maintenance agreements – single franchisee; and
- 4.8.2.4 Direct Agreements for other franchise assets – single franchisee.

4.8.3 Tier 1 and Tier 2 Work:

Work that could be allocated to either or both Tiers include instructions in relation to:

- 4.8.3.1 Passenger franchise direct awards;
- 4.8.3.2 Rolling stock arrangements (procurements/maintenance arrangements/financings) for fleets used by a single franchisee;

- 4.8.3.3 In-life passenger franchise management/change – complex instructions;
 - 4.8.3.4 In-life infrastructure concession management/change – complex instructions;
 - 4.8.3.5 Rolling stock arrangements (procurements/maintenance arrangements/financings) for fleets used by multiple franchisees;
 - 4.8.3.6 Direct Agreements for rolling stock leases/maintenance agreements – multiple franchisees;
 - 4.8.3.7 Direct Agreements for other franchise assets – multiple franchisees;
 - 4.8.3.8 Railways Pension Scheme; and
 - 4.8.3.9 Participation in the development of industry standard documentation.
- 4.9 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.
- 4.10 The Panel Agreement (including the Panel Agreement Schedules) and the Legal Services Contract are available at Attachments 7, 7a and 8. Please carefully review these documents so that you fully understand the rights and obligations it confers on the Parties.
- 4.11 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 8). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendments.
- 4.12 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.
- 4.13 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.
- 4.14 Suppliers shall (i) accept Orders and (ii) respond to invitations to participate in Further Competitions, for the provision of Panel Services from the Authority, and/or Panel Customer(s), unless it can demonstrate that one or more of the following applies:
- 4.14.1 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
 - 4.14.2 the Supplier does not have adequate resources available to properly service the Order; and/or
 - 4.14.3 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 Panel Services, as may be requested by the Authority and/or Panel Customer(s).

4.15 Panel Customer

- 4.15.1 The principal Panel Customer of the Panel will be DfT. DfT will endeavour to procure all Rail Legal Service requirements through this Panel, but retains the right to procure required services from elsewhere.
- 4.15.2 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 Panel.
- 4.15.3 Being appointed to the Panel does not confer an exclusive right to supply, or guarantee that a Supplier will receive any business at all under the Panel.

4.16 The Ordering Process and Further Evaluation Criteria

- 4.16.1 Panel Customers may award Legal Services Contracts for any of the Panel Services. In the case of an award in relation to a Non-Core Specialism it must be in connection with a rail related matter. The procedures that Panel Customers will use to award Legal Services Contracts are set out in Attachment 7 Panel Agreement Schedule 5 (Ordering Procedure).
- 4.16.2 All Legal Services Contracts awarded by Panel Customers will be on the terms set out in Attachment 8 – Panel Agreement Schedule - Legal Services Contract and Order Form supplemented as appropriate by such additional details as may be necessary and permissible.
- 4.16.3 The Panel will be managed centrally by the Authority. The Legal Services Contracts will be managed by the Panel 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.
- 4.16.4 The default position for ordering rail legal services through this Panel will be via the further competition process, as set out in Attachment 7 Schedule 5 Ordering Procedure.
- 4.16.5 However, Panel Customers may use the direct award procedure, as set out in Attachment 7 Schedule 5 Ordering Procedure, in the following circumstances:
- in an emergency or otherwise for particularly urgent requirements; or
 - for particularly sensitive matters; or
 - where the expected value of work is less than £100,000.

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. 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.
- 5.3 With the exception of Key Sub-Contractors identified in the Tender Submission which are subject in paragraph 5.8 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, 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.

5.4 Key Sub-Contracting proposals

- 5.4.1 Potential Providers need to complete question 2.7 in Stage 1 – Guidance and Eligibility Questionnaire (Attachment 2) if you propose to use one or more Key Sub-Contractors.
- 5.4.2 If as a Potential Provider 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.
- 5.4.3 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.
- 5.4.4 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 Contract and 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.

5.5 Group of Economic Operator proposals

- 5.5.1 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 liability for performance of the Panel Agreement including any Legal Services Contract.
- 5.5.2 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.

- 5.5.3 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.
- 5.5.4 The Group of Economic Operators should nominate a Lead Contact to lead the Procurement process.
- 5.5.5 The Lead Contact should complete questions 2.2 to 2.8 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.
- 5.5.6 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.
- 5.5.7 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.

5.6 Queries

- 5.6.1 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.

5.7 Changes to the contracting arrangements

- 5.7.1 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 and 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.
- 5.7.2 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.

5.8 Declaration of Compliance

5.8.1 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 PR5. 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 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
29/11/2016	Despatch of the OJEU Contract Notice
01/12/2016	Issue Invitation to Tender and open Stage 1 – Eligibility
02/12/2016	Clarification period opens
13/12/2016 noon GMT	Clarification period closes (“Stage 1 Tender Clarifications Deadline ”)
16/12/2016	Deadline for the publication of responses to Stage 1 Tender Clarification questions
15:00.00 GMT 22/12/2016	Deadline for submission of Stage 1 – Eligibility Questionnaire to the Authority (“ Stage 1 Tender Submission Deadline ”)
23/12/2016 to 18/01/2017	Evaluation of Stage 1 - Eligibility Questionnaire
19/01/2017	Unsuccessful Stage 1 Potential Providers notified
24/01/2017	Issue Invitations to Stage 2 – Suitability Stage
25/01/2017	Clarification period for Stage 2 opens for Stage 2 participants only
03/02/2017	Clarification period for Stage 2 closes (“ Stage 2 Tender Clarifications Deadline ”)
07/02/2017	Deadline for the publication of responses to Stage 2 Clarification questions

DATE	ACTIVITY
13/02/2017	Deadline for submission of Stage 2 – Suitability to the Authority (“Stage 2 Tender Submission Deadline”)
14/02/2017 to 07/04/2017 30/04/2017	Evaluation of Stage 2 Unsuccessful Stage 2 Potential Providers notified
05/03/2017	Issue Invitations to Stage 3 – Compatibility Stage
19/03/2017	Clarification period for Stage 3 opens for Stage 3 participants only
07/04/2017	Clarification period for Stage 3 closes (“Stage 3 Tender Clarifications Deadline”)
10/04/2017	Deadline for the publication of responses to Stage 3 Clarification questions
15:00 GMT 13/04/2017	Deadline for submission of Stage 3 – Compatibility to the Authority (“Stage 3 Tender Submission Deadline”)
24/04/2017 to 28/04/2017	Stage 3 Presentations
13/04/2017 to 28/04/2017	Evaluation of Stage 3 Pricing Matrix
08/05/2017	Intention to Award notifications issued to successful and unsuccessful Potential Providers.
09/05/2017 to 18/05/2017	10 day Standstill Period
19/05/2017	Confirmation of Award
29/05/2017	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; and

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;

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, un-ambiguous and relevant file name as specified by the Authority.; and

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 at any Stage must adhere to the following instructions;

7.5.1.1 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. Individual attachments must not be over 20mb in size;

7.5.1.2 The Tender Submission must be submitted in the English (UK) language;

7.5.1.3 All prices must be shown excluding VAT and in British Pounds Sterling (£);

7.5.1.4 Potential Providers must answer all questions accurately and as fully as possible, within the character limits specified;

7.5.1.5 Where options are offered as a response to a question, Potential Providers must select the relevant option from the drop down list;

7.5.1.6 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;

7.5.1.7 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; and

7.5.1.8 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 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 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 Submissions.

9.3 Stage 1 – Eligibility

- 9.3.1 Potential Providers will be required to complete an Eligibility Questionnaire. Information submitted in the Stage 1 Eligibility Questionnaire will be evaluated to assess eligibility, ability to pursue a professional activity and economic and financial standing in accordance with the Invitation to Tender.
- 9.3.2 Following the evaluation of Potential Providers' Stage 1 Eligibility Questionnaire Tender Submissions, for the purposes of determining which Potential Providers will be invited to Stage 2, the Authority will rank all Potential Providers from the highest Stage 1 Eligibility Score downwards as detailed in the Invitation to Tender.
- 9.3.3 A maximum of 16 Potential Providers will be invited to participate in Stage 2 of this Procurement.
- 9.3.4 Where there are more than 16 eligible Potential Providers, those ranked 1st to 16th will be invited via the e-Sourcing Suite to participate in Stage 2- Suitability.
- 9.3.5 Where there are less than 16 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 5th position they will occupy that 5th position as well as the 6th position respectively for the purpose of calculating the top 16 Potential Providers.
- 9.3.7 Where there are two or more Potential Providers who have tied scores and are placed in the last position (16th), the Authority will apply a tie breaker and the Potential Provider who obtained the highest mark for Question 12.1 (Rail Expertise) 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 then the Authority will use the score achieved in Section 11.1 of the Eligibility Questionnaire (Rail Expertise) as a further tie break criteria. The Potential Provider who obtained the highest mark to Question 11.1 (Infrastructure Capacity) of the Eligibility Questionnaire will be taken through to Stage 2.

9.4 Stage 2 – Suitability

- 9.4.1 To participate in Stage 2 of this Procurement, Potential Providers are required to submit a completed Suitability Questionnaire and Stage 2 Pricing Matrix (Attachment 4) ("**Stage 2 Tender Submission**") via the e-Sourcing suite.
- 9.4.2 The Authority will assess responses to the Potential Providers Stage 2 Tender Submission in accordance with Stage 2 Guidance and Suitability Questionnaire (Attachment 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

highest Stage 2 Final Score downwards. A maximum of 12 top scoring Potential Providers will be invited to participate in Stage 3 of this Procurement.

- 9.4.4 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 5th position they will occupy that 5th position as well as the 6th position respectively, for the purpose of calculating the top 12 Potential Providers.
- 9.4.5 Where there are two or more Potential Providers who have tied scores and are placed in the last position (12th), 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 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 (OHR) will be taken through to Stage 3.
- 9.4.7 Where there are less than 12 Potential Providers who participate in Stage 2 then all eligible Potential Providers who are deemed to have satisfied the Stage 2 Suitability requirements will be invited to participate in Stage 3 Compatibility.

9.5 Stage 3

- 9.5.1 To participate in Stage 3 of this Procurement, Potential Providers are required to submit a Stage 3 Presentation, a completed Stage 3 Pricing Matrix and a completed Panel Agreement Population Template (“**Stage 3 Tender Submission**”).
- 9.5.2 Potential Providers will also participate in a Stage 3 Compatibility Meeting where they will present their Stage 3 Presentation. The Authority will evaluate the Stage 3 Presentation at the Compatibility Meeting in accordance with Stage 3 Guidance (Attachment 5)
- 9.5.3 The Authority will assess responses to the Stage 3 Pricing Matrix (Attachment 6) in accordance with Stage 3 Guidance (Attachment 5).

10. FINAL DECISION TO AWARD

- 10.1 Following the evaluation of Potential Providers' Stage 3 Tender Submissions, for the purposes of determining the final decision to award, all results will be ranked from highest Stage 3 Final Score downwards.
- 10.2 The Authority will inform Potential Providers ranked 1st to 4th of the intention to award a Tier 1 Panel Agreement.
- 10.3 Should a Potential Provider ranked 1st to 4th have indicated in Stage 1 – Eligibility that they only wish to be considered for a Tier 2 Panel place or a Potential Provider declines to accept a Tier 1 Panel Agreement, then it will be offered to the next ranked Potential Provider (unless they have also indicated at Stage 1- Eligibility that they only wish to be considered for a Tier 2 Panel place) until it has been accepted up to a maximum of 4 Tier 1 places.
- 10.4 Where two or more Potential Providers have tied scores in the 4th Tier 1 place, the Authority will apply a tie-breaker and the Potential Provider who obtained

- the highest overall Stage 3 Compatibility Meeting Score will be offered a place on Tier 1.
- 10.5 The Authority will then offer to any Potential Providers ranked 1st to 4th who indicated at Stage 1 – Eligibility they only wished to accept a Tier 2 Panel Agreement.
 - 10.6 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.
 - 10.7 Where two or more Potential Providers have tied scores and are placed in the 4th Tier 2 position, both Potential Providers will be offered a Tier 2 Panel Agreement.
 - 10.8 The Authority will award a Tier 2 Panel Agreement to additional Potential Providers where their Stage 3 Final Score is within 1% of the original awarded last place position score only (irrespective of which Tier the original awarded last place has been awarded). For the avoidance of doubt, last position is 8th position.
 - 10.9 Please refer to Table C and Table D at paragraph 8.10 of Attachment 5 Stage 3 Guidance, for an illustrative example of the paragraphs above.
 - 10.10 Notwithstanding the above, the Authority reserves the right to decide not to appoint any Potential Providers at all if it is not satisfied by the overall quality of Tender Submission or for any other reason.
 - 10.11 This procurement is being run under the Light Touch Regime, however the Authority has chosen to observe a Standstill Period. The Standstill Period will commence after the Tier 1 and Tier 2 places have been allocated.
 - 10.12 Communications with Potential Providers regarding the Tier allocations is subject to Standstill.
 - 10.13 Following a Standstill Period of 10 calendar days, and subject to there being no substantive challenge to that intention, a Panel Agreement will be formally awarded, subject to contract, to the successful Potential Providers.
 - 10.14 The term Standstill Period is set out in Regulation 87 (2) of the Regulations and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision 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.
 - 10.15 Panel Agreements will not be concluded until the Standstill Period has expired.
 - 10.16 The conclusion of a Panel Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of required '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 level, as the Panel Services are not provided at this level.
- 11.2 At Rail 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 Rail 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:
 - 12.2.1 the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services ; and
 - 12.2.2 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.

Abnormally Low Tender	has the meaning set out in paragraph 3.12.12 of Stage 3 Guidance (Attachment 5);
Aggregated Spend	means the total of all charges for the Panel Services invoiced to the Panel Customers by the Supplier (exclusive of VAT, reimbursable expenses and disbursements) under the Panel Agreement;
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;
Award Stage	means the time and date set out in paragraph 6 for award of the Panel Agreement
Chair	means the chair from the Authority who will facilitate the Compatibility meetings;
Charge(s)	means the charges raised under or in connection with a Legal Services Contract from time to time, which Charges shall be calculated in a manner which is consistent with the charging structure;
Compatibility Meeting Evaluation Score	means the score which the Evaluation Panel agree to give a Potential Provider following the Compatibility Meeting as detailed in Stage 3 Guidance (Attachment 5);
Compatibility Stage	means the part of the evaluation process described in Stage 3 Guidance (Attachment 5);
Conflict of Interest	shall have the meaning set out in the Solicitors Regulation Authority Handbook, as amended from time to time;
Consensus Marking Procedure	has the meaning set out in paragraph 4.11 of the Stage 1 Guidance and Eligibility Questionnaire (Attachment 2) and in paragraph 5.4 of the Stage 2 Guidance and Suitability Questionnaire (Attachment 3);
Core Specialism(s)	means the types of legal services and/or areas of legal practice set out at Appendix 2 (Mandatory Specialisms Core Specialisms) of Annex 1 of Panel Agreement Schedule 2 (Panel Services and Key Performance Indicators), as the same may be amended or updated from time to time;
Covenant	has the meaning given to it in paragraph 12.1;
CRM or Customer Relationship Management	means an approach to managing a company's interaction with current and future customers. It often involves using technology to organize, automate, and synchronize sales, marketing, customer service, and technical support.
Cyber Essentials	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
Cyber Essentials Plus Scheme	has the meaning given to it in paragraph 7.8;
DfT	means Department for Transport
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
Eligibility Questionnaire	means the Stage 1 Guidance and Eligibility Questionnaire (Attachment 2);
Evaluation Criteria	means the criteria used at either Stage 1, Stage 2 or Stage 3 to evaluate the Potential Provider's Tender Submission as described in Attachment 2- Stage 1 Guidance and Eligibility Questionnaire, Attachment 3- Stage 2 Guidance and Suitability Questionnaire and Attachment 5- Stage 3 Guidance;
Evaluation Panel	has the meaning given to it in paragraph 1.10 in Annex 1 of Stage 3 Guidance (Attachment 5)
Evaluation Weightings	means the weightings applied at either Stage 1, Stage 2 or Stage 3 in order to evaluate the Potential Provider's Tender Submission, as described in Attachment 2- Stage 1 Guidance and Eligibility Questionnaire, Attachment 3- Stage 2 Guidance and Suitability Questionnaire and Attachment 5- Stage 3 Guidance;
Experience Worksheet	means the Stage 1 Experience Excel Worksheet at Attachment 2a
Grade	means the Supplier Personnel grades which are detailed at paragraph 3.10.3 in Attachment 7a Panel Agreement Schedule 2: Part A Panel
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Panel Services;
Initial Panel Period	means the period from the Panel Commencement Date until its third anniversary;
Intention to Award	means the stage when organisations are made aware whether or not they have been awarded either a Tier 1 or Tier 2 Panel Agreement, as specified in paragraph 6;
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(s)	means any organisation 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 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);
Legal Services Contract Stage	means the stage when a Panel Customer requests tenders from a potential provider prior to the award of a Legal Services Contract;
Legal Service Framework or Legal Services Framework	means the legacy legal services frameworks as set out in paragraph 2
Light Touch Regime	Means the process and EU regulations which this Procurement is being carried out in compliance with, as set out in paragraph 1.10.
Management Charges	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 Agreement Period and thereafter until the expiry or earlier termination of all Legal Services Contracts entered pursuant to this Panel Agreement;
Management Information	means the management information specified in Attachment 7- Panel Agreement Schedule 9 (Management Information);
Mark	means the mark which may be awarded to a Potential Provider following the evaluation of their response, as described in Attachment 2- Stage 1 Guidance and Eligibility Questionnaire, Attachment 3- Stage 2 Guidance and Suitability Questionnaire and Attachment 5- Stage 3 Guidance;
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;
Maximum Score Available	means the maximum score possible which may be given to a Potential Provider, 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;
Non-Core Specialism	means the types of legal services, areas of legal practice and/or industry sector specialisms set out at Appendix 3 (Non-Core Specialisms) of Annex 1 of Panel Agreement Schedule 2 (Panel Services and Key Performance Indicators), as the same may be amended or updated from time to time;
OJEU Contract Notice	has the meaning given to it in Recital A of Attachment 7- Panel Agreement;
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;
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 this Panel Agreement;
Panel Agreement Population Template	means the template included at Attachment 12.
Panel Agreement Schedules	means the schedules to the Panel Agreement (Attachment 7);
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 Customer Personnel	means persons employed or engaged by the Panel Customer;
Panel Evaluator	means an individual who will conduct an independent evaluation and will be involved in the Consensus Marking Procedure 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;
Panel Guarantor	means any person acceptable to the Authority to give a Panel Guarantee;
Panel Service(s)	means the service(s) described in Panel Agreement Schedule 2: Part A Services (Attachment 7a), which the Supplier shall make available to Panel Customers;
Panel Term	means the period from when the Panel Agreement commences to when the Panel Agreement expires;
Panel Year	means one year out of the total Panel Period;
Paralegal	has the meaning set out in paragraph 3.10.3 in Panel Agreement Schedule 2: Part A Services (Attachment 7a)
Parent Company	means an organisation that owns or controls other firms (called subsidiaries) which are legal entities in their own right
Parties	means the Panel Customer and the Supplier;
Potential Provider	has the meaning in paragraph 1.2;
Presentation	means the presentation which Potential Providers will be expected to prepare and present as detailed in Attachment 5 - Stage 3 Guidance;
Price Evaluation	means part of the Stage 2 and Stage 3 Pricing Matrix used to evaluate the Tender Submission 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;
Principal Panel Customer	means Department for Transport (DfT)
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;
Procurement Timetable	means the table in section 6;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during part of the Stage 1, Stage 2 and

	Stage 3 used to evaluate the Quality of Tenders submitted by a Potential Provider;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process at Stage 1, Stage 2 and Stage 3;
Rail Legal Services	means the services set out in Panel Agreement Schedule 2: Part A Services (Attachment 7a)
Rail 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);
Rail Legal Services Panel	means the arrangements for the provision of Panel Services by the Panel Supplier to Panel Customer(s);
Rail Panel Services	means the services set out in Panel Agreement Schedule 2: Part A Services (Attachment 7a)
Rate	means Daily Rate, Hourly Rate and Monthly Rate;
Self-Cleaning	has the meaning set out in paragraph 4.5.4 of Attachment 2- Stage 1 Guidance and Eligibility Questionnaire
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 1 Eligibility Questionnaire	means the questionnaire to be completed by Potential Providers on the e-Sourcing Suite as described in Attachment 2 – Stage 1 Guidance and Eligibility Questionnaire;
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 1 Tender Submission	means the Potential Provider's formal offer in response to Stage 1;
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	means the part of the evaluation process described in Attachment 3 – Stage 2 Guidance and Suitability 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 2 Price Evaluation	means part of the Stage 2 Pricing Matrix used to evaluate the Tender Submission charges by a Potential Provider;
Stage 2 Pricing Matrix	means the Stage 2 Pricing Matrix (Attachment 4);
Stage 2 Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process at Stage 2;
Stage 2 Suitability Questionnaire	means the questionnaire to be completed by Potential Providers on the e-Sourcing Suite as described in Attachment 3 – Stage 2 Guidance and Suitability Questionnaire;
Stage 2 Tender Submission	means the Potential Provider's formal offer in response to Stage 2;

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	means the part of the evaluation process described in Attachment 5 – Stage 3 Guidance;
Stage 3 Compatibility	means the part of the evaluation process described in Attachment 5 – Stage 3 Guidance;
Stage 3 Compatibility Meeting or Compatibility Meeting	means the meeting which Potential Providers which are invited to participate in Stage 3 will be invited to attend as detailed in Attachment 5 – Stage 3 Guidance;
Stage 3 Compatibility Meeting Score or Compatibility Meeting Score	means part of the score used to determine the Potential Provider's Stage 3 Final Score as detailed in Attachment 5 – Stage 3 Guidance;
Stage 3 Final Score	means the score achieved by a Potential Provider at the conclusion of Stage 2 evaluation calculated in accordance with Attachment 5 – Stage 3 Guidance;
Stage 3 Price Evaluation	means part of the Stage 3 Pricing Matrix used to evaluate the Tender Submission charges by a Potential Provider;
Stage 3 Pricing Matrix	Means the Stage 3 Pricing Matrix (Attachment 6);
Stage 3 Tender Submission	means the Potential Provider's formal offer in response to Stage 3;
Stage 3 Tender Submission Deadline	means the time and date set out in paragraph 6 for the latest uploading of Tenders at Stage 3;
Standstill Period	has the meaning as set out in paragraph 10.11;
Supplier(s)	means the person, firm or company stated in the preamble to the Panel Agreement;
Supplier Guidance	means Attachment 11;
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	means a programme that enables procurement management and capturing the post contract value from key business relationships;
Supplier Relationship Manager	means the individual responsible for managing the Supplier Relationship Management process;
Tender(s) or Tender Submission(s)	means Stage 1 Tender Submission, Stage 2 Tender Submission and /or Stage 3 Tender Submission;
Tender Submission Deadline	means the time and date set out in paragraph 6 for the latest uploading of Tenders at either Stage 1, Stage 2 or Stage 3;
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 of the Panel Agreement consisting of the four (4) suppliers allocated to this tier following contract award in respect of the OJEU subject to paragraph 10;
Tier 2	means the tier consisting of the four (4) suppliers allocated to this tier 2 following contract award in

	respect of the OJEU Notice subject to paragraph 10;
Trainee	has the meaning set out in paragraph 3.10.3 in Panel Agreement Schedule 2: Part A Services (Attachment 7a);
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 1981;
VfM	means Value for Money.