



Crown
Commercial
Service

STAGE 3 GUIDANCE

RAIL LEGAL SERVICES

REFERENCE NUMBER

RM 3756

ATTACHMENT 5

1. INTRODUCTION

- 1.1 The purpose of this Attachment 5 Stage 3 Guidance is to provide information and instructions about the scoring and evaluation process of Stage 3 to those Potential Providers who have been invited to participate in Stage 3 of this Procurement.
- 1.2 In order to evaluate your ability to meet the advertised requirement, the Authority requires Potential Providers to complete and submit a Stage 3 Tender Submission in accordance with this Stage 3 Guidance.
- 1.3 The Invitation to Tender provides more information about the Authority's requirements.
- 1.4 The defined terms referred to within this Stage 3 Guidance have the meaning given to them in the Glossary, as set out in paragraph 13 of The Invitation (Attachment 1).
- 1.5 For the purposes of this Stage 3 Guidance the terms "CCS", "we", "us" or "our" refers to the Authority (Crown Commercial Service).
- 1.6 For the avoidance of doubt in this Stage 3 Guidance the terms "you" or "your" mean your organisation, or the organisation you represent in this Procurement process.

2. STAGE 3 PROCESS

- 2.1 Stage 3 will comprise of:
 - 2.1.1 Compatibility Meeting (refer to Annex 1 – Compatibility Meeting);
 - 2.1.2 Stage 3 Quality Evaluation; and
 - 2.1.3 Stage 3 Price Evaluation.
- 2.2 The Authority is utilising an e-Sourcing Suite to manage the Stage 3 Compatibility Process, and to issue your invitation to the Stage 3 Compatibility Meeting.

3. INSTRUCTIONS FOR PARTICIPATION

- 3.1 To participate in this Stage of this Procurement you are required to :
 - 3.1.1 submit your presentation slides for the Compatibility Meeting (**Stage 3 Presentation**). The subject of the presentation will be "**A legal perspective on current and future challenges in the rail sector in Great Britain**";
 - 3.1.2 submit a completed Stage 3 Pricing Matrix (Attachment 6);
 - 3.1.3 submit a completed Panel Agreement Population Template (Attachment 12); together the "**Stage 3 Tender Submission**"; and
 - 3.1.4 participate in a Stage 3 Compatibility Meeting, in accordance with the instructions in this Stage 3 Guidance (Attachment 5) and the Invitation to Tender.
- 3.2 You must adhere to the following instructions in order to submit a fully compliant Stage 3 Tender Submission:
 - 3.2.1 You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Stage 3 Tender Submission and how the Stage 3 Compatibility Meeting will be conducted and evaluated;
 - 3.2.2 No hard copy documents will be issued and all communications with the Authority (including the submission of your Stage 3 Presentation, Stage 3 Pricing Matrix, and the Panel Agreement Population Template) 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;

- 3.2.3 No additional attachments are permitted, only the attachments specifically requested by the Authority. Only information specifically requested by the Authority and uploaded as an attachment will be taken into account for the purposes of evaluating the Stage 3 Compatibility;
 - 3.2.4 Any document(s) 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. All attachments submitted must be in the format specified by the Authority. Each attachment must not be over 20MB in size;
 - 3.2.5 It is your responsibility to ensure that you are eligible to participate in this Procurement and have submitted a fully compliant Stage 3 Presentation;
 - 3.2.6 You must ensure that you are using the latest versions of this document and all the Invitation to Tender attachments as the documentation may be updated from time to time;
 - 3.2.7 Any incomplete or incorrect Stage 3 Tender Submissions may be deemed non-compliant and as a result you may be unable to participate any further in this Procurement;
 - 3.2.8 You are advised to allow sufficient time for the uploading of your submissions in the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Stage 3 Tender Submission Deadline; and
 - 3.2.9 Your Stage 3 Tender Submission must be submitted in the English (UK) language.
- 3.3 Completion of Stage 3 Pricing Matrix
- 3.3.1 You must download the Stage 3 Pricing Matrix (Attachment 6) in the e-Sourcing Suite.
 - 3.3.2 You must ensure that you read the instructions tab.
 - 3.3.3 You must not alter, amend or change the format or layout of the Stage 3 Pricing Matrix. You must not insert or attach any notes or comments into any of the worksheets or upload as a separate attachment. Any such additional information will be disregarded by the Authority.
 - 3.3.4 You must complete the Stage 3 Pricing Matrix.
 - 3.3.5 You must insert the required values into the cells which are highlighted yellow in accordance with the instructions provided within the Stage 3 Pricing Matrix.
 - 3.3.6 The values that you submit into the cells highlighted in yellow will be used for the Stage 3 Price Evaluation and as such failure to insert an applicable value may result in your Stage 3 Pricing Matrix being deemed non-compliant and your Stage 3 Tender Submission may be excluded from further participation in this Procurement.
 - 3.3.7 All prices submitted must be excluding VAT and in Great British Pounds Sterling (£).
 - 3.3.8 No Zero values will be accepted.
 - 3.3.9 Potential Providers should complete the Pricing Matrix on the basis that TUPE does not apply – please refer to paragraph 11 of The Invitation (Attachment 1) for further information.
 - 3.3.10 You must upload the completed Stage 3 Pricing Matrix into the e-Sourcing Suite to question Stage 3 using the paperclip icon aligned to that question. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname_Stage3PM].

- 3.3.11 If you fail to submit a completed Stage 3 Pricing Matrix, you may be excluded from further participation in this Procurement.
 - 3.3.12 As part of the Stage 3 Price Evaluation process, if the Authority believes that any prices submitted are abnormally low it will conduct a further analysis of the offer, in accordance with Regulation 69 of the Regulations.
 - 3.3.13 The Authority reserves the right to seek verification of any prices that it deems to be unsustainable in respect of the delivery of the Panel Services required.
- 3.4 Uploading and Submitting a Stage 3 Tender Submission
- 3.4.1 You are responsible for ensuring that your Stage 3 Presentation and Stage 3 Pricing Matrix have been successfully uploaded as an attachments in the e-Sourcing Suite prior to the Stage 3 Tender Submission Deadline as detailed in paragraph 6 of The Invitation (Attachment 1).
 - 3.4.2 Your Stage 3 Presentation must be submitted to the Authority using the e-Sourcing Suite. If your Stage 3 Presentation is submitted by any other means it will not be accepted and you may be deemed non-compliant and your Tender Submission may be excluded from this Procurement.
 - 3.4.3 Your Stage 3 Pricing Matrix must be submitted to the Authority using the e-Sourcing Suite. If your Stage 3 Pricing Matrix is submitted by any other means it will not be accepted and you may be deemed non-compliant and your Tender Submission may be excluded from this Procurement.

4. DEADLINE FOR THE SUBMISSION OF STAGE 3 TENDER SUBMISSION

- 4.1 Your Stage 3 Tender Submission must be received by the Authority before the Stage 3 Tender Submission Deadline as detailed in paragraph 6, Procurement Timetable of The Invitation (Attachment 1).
- 4.2 **Late Submissions**
 - 4.2.1 Any Stage 3 Tender Submissions received after the Stage 3 Tender Submission Deadline may be rejected by the Authority having regard to the principles of proportionality, transparency and equal treatment.

5. STAGE 3 COMPLIANCE / VALIDATION

- 5.1 Prior to commencing the evaluation process, your Stage 3 Tender Submission will be checked to ensure it is compliant with the requirements of this Stage 3 Guidance and The Invitation to Tender. The Authority may seek clarification on any Stage 3 Tender Submissions. If Potential Providers fail to produce a satisfactory response their Stage 3 Tender Submission may be excluded from further participation in this Procurement.
- 5.2 Potential Providers who are excluded on grounds of non-compliance will be notified accordingly.

6. OVERVIEW OF STAGE 3 COMPATABILITY EVALUATION PROCESS AND MARKING SCHEME

6.1 Stage 3 will be evaluated on the following basis:

- 6.1.1 Stage 3 Quality Evaluation weighted 70% as set out in paragraphs 6.2 below and;
- 6.1.2 Stage 3 Price Evaluation weighted 30% as set out in paragraphs 6.5 to 6.11 below.

6.2 The Stage 3 Quality Evaluation (70%) will comprise of:

- 6.2.1 the Stage 2 Quality Score weighted 40% (refer to paragraph 5.7 of Attachment 3 Stage 2 Guidance and Suitability Questionnaire); and
- 6.2.2 the Stage 3 Compatibility Meeting Score (refer to paragraph 6.3 below) weighted 30%.

This is set out in the table below:

Definition	Weighting
STAGE 2 Quality Score	40%
STAGE 3 Compatibility Meeting Score	30%
TOTAL - STAGE 3 Quality Evaluation	70%

6.2.3 Please also see worked example for illustrative purpose only in the table below:

Stage 3 Quality Evaluation Weighting	Definition	Sub Weighting	Max Mark Available	Mark Awarded	Calculation	Weighted Mark
70%	Stage 2 - Quality Score	40%	N/A	54.00	54.00 / 70.00 (mark awarded / Stage 2 Quality weighted 70%) = 0.77 0.77 x 40.00 = 30.80	30.80
	Stage 3 - Compatibility Meeting Score (Quality Evaluation)	30%	100	50.00	50.00 / 100.00 = 0.50 0.50 x 30.00 = 15.00	15.00
Stage 3 Quality Score						53.80

6.3 Stage 3 Compatibility Meeting Marking Procedure

- 6.3.1 The evaluation of question CS3Q (Stage 3 Presentation) at the Compatibility Meeting (“**Compatibility Meeting Score**”) will be evaluated in accordance with the Consensus Marking Procedure described in this paragraph 6.3.
- 6.3.2 The Consensus Marking Procedure is a two-step process, comprising of:
- 6.3.2.1 An independent evaluation; and
 - 6.3.2.2 Group consensus marking.
- 6.3.3 During the evaluation process each Panel Evaluator will separately (i.e. without conferring with other evaluators) evaluate the overall quality of the Potential Providers representatives responses based on answers given in the Stage 3 Compatibility Meeting.
- 6.3.4 Panel Evaluators will apply the Compatibility Meeting Quality Evaluation Scoring (set out in paragraph 6.4.1) to the Stage 3 Compatibility Meeting to determine the mark to be awarded.
- 6.3.5 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks for each question
- 6.3.6 Following the Stage 3 Compatibility Meeting the consensus marker will arrange for the evaluators to discuss the overall mark they have allocated for each Potential Provider in respect of the Stage 3 Presentation.

- 6.3.7 The consensus marker will facilitate discussions amongst the Panel Evaluators regarding these marks and the related justifications. The Panel Evaluators must only refer to the notes they have made and their own individual marks.
- 6.3.8 The consensus process described in paragraphs 6.3.2 to 6.3.7 will take place at the end of each Potential Provider's Stage 3 Compatibility Meeting.
- 6.3.9 The consensus marker will record the consensus mark and the justification for the consensus mark in the e-Sourcing Suite.

6.4 Stage 3 Compatibility Meeting – Quality Evaluation (30%)

- 6.4.1 Stage 3 Compatibility Meeting – the Stage 3 Presentation will be evaluated against the Compatibility Meeting Quality Evaluation Scoring as below:

Compatibility Meeting Quality Evaluation Scoring		
Mark	Classification	Definition
100	Outstanding/Full demonstration	<p>The presentation and responses to questions demonstrates an exceptional level and outstanding evidence of knowledge of the legal issues facing the rail sector.</p> <p>The Potential Provider responses provided excellent evidence of insight into the referenced legal issues and any mitigation/solution.</p> <p>Outstanding level of information provided to support and demonstrate that the Potential Provider will be able to provide the Panel Services.</p>
75	Good/substantial demonstration	<p>The presentation and responses to questions demonstrates a good level and substantial evidence of their knowledge of the legal issues facing the rail sector.</p> <p>The Potential Provider response provided good evidence of insight into the referenced legal issues and any mitigation/solution.</p> <p>Substantial level of information provided to support and demonstrate that the Potential Provider will be able to provide the Panel Services.</p>
50	Acceptable /Satisfactory demonstration	<p>The presentation and responses to questions demonstrates an acceptable level or provides satisfactory evidence of their knowledge of the legal issues facing the rail sector.</p> <p>The Potential Provider response provided satisfactory evidence of insight into the referenced legal issues and any mitigation/solution.</p> <p>Acceptable level of information provided to support and demonstrate that the Potential Provider will be able to provide the Panel Services.</p>
25	Partial demonstration	<p>The presentation and responses to questions demonstrates limited evidence of their knowledge of the legal issues facing the rail sector.</p> <p>The Potential Provider response provided partial demonstration of insight into the referenced legal issues and any mitigation/solution.</p> <p>Minimal or partial information to support and demonstrate that the Potential Provider will be able to provide the Panel Services.</p>
0	Not demonstrated	<p>The presentation and responses to questions demonstrates no or a lack of basic knowledge of the legal issues facing the rail sector.</p> <p>The Potential Provider failed to demonstrate insight into the referenced legal issues and any mitigation/solution.</p> <p>A clear failure to provide information to support and demonstrate that the Potential Provider will be able to provide the Panel Services.</p>

6.5 Stage 3 Price Evaluation (30%)

- 6.5.1 At Stage 3 the Authority requires Potential Providers to improve on the rates submitted at Stage 2 Suitability to provide the “best and final offer” in respect of Panel Services.
- 6.5.2 The Stage 3 Pricing Matrix will be evaluated on the basis of a “**Stage 3 Price Score**” which will consist of marks awarded for each table weighted as set in Table A below:

Table A			
	Table	Sub Weighting	Maximum Marks Available
Price Weighted 30%	Table 1 – Hourly Rate “Table 1 Total Overall Hourly Rate (OHR)”	15%	10
	Table 2 – Daily Rate “Table 2 Total Overall Daily Rate (ODR)”	5%	5
	Table 3 – Monthly Rate “Table 3 Total Overall Monthly Rate (OMR)”	5%	5
	Table 4 – Aggregated Spend discount- “Table 4 Discount”	5%	5
Maximum Stage 3 Price Score available			30

6.6 Table 1 – Hourly Rate – Total Overall Hourly Rate (OHR)

- 6.6.1 At Stage 2, Potential Providers were required to provide an Hourly Rate for each of the specified grades of Supplier Personnel across all the Panel Services. This Hourly Rate was then reduced by the average discount submitted in respect of Aggregated Spend in Table 4 at Stage 2 Pricing Matrix (Attachment 4) to form a new Stage 2 Discounted Hourly Rate for each specified Supplier Personnel grade.
- 6.6.2 At Stage 3, Potential Providers are required to provide their ‘best and final offer’ on the Stage 2 Discounted Hourly Rates from Stage 2 for each grade of Supplier Personnel across the Panel Services.
- 6.6.3 Only one Hourly Rate for each grade of Supplier Personnel is permitted. Variances in Hourly Rates between the different Panel Services and/or Core and Non-Core Specialisms is not permitted.
- 6.6.4 The Authority has fixed the rates for paralegal/trainee grade. These amounts will be the maximum permitted rates and will not be evaluated or weighted.
- 6.6.5 Potential Providers may not provide Hourly Rates higher than the discounted Hourly Rates which applied at the end of Stage 2.
- 6.6.6 The rates provided for each grade of Supplier Personnel will be weighted as set out below.
- 6.6.7 The Hourly Rate submitted will be multiplied by the appropriate weighting, found in Table 1 below, to calculate an “Overall Hourly Rate” (OHR) for each grade of Supplier Personnel.

- 6.6.8 The OHR calculated for each of the grades of Supplier Personnel will be added together to determine the “Table 1 Total Overall Hourly Rate (OHR)”. As illustrated in the Table 1 below:

Table 1: Total Overall Hourly Rate (OHR)			
Supplier Personnel Grade	Hourly Rate submitted (£)	Weighting	OHR (£)
Partner (including senior /managing)	40.00	30%	12.00
Senior Solicitor / Senior Associate / Legal Director	30.00	30%	9.00
Solicitor / Associate	20.00	20%	4.00
Junior Solicitor	10.00	20%	2.00
Table 1 Total Overall Hourly Rate (OHR)			27.00

- 6.6.9 The Potential Provider with the lowest “Table 1 Total Overall Hourly Rate (OHR)” will be awarded the maximum mark available. For Table 1 the maximum mark available is 15 marks as detailed in the Table A above. The remaining Potential Providers will receive a percentage of the maximum mark available equal to their Total OHR, relative to the lowest Table 1 Total OHR submitted using the equation found at the paragraph below.

- 6.6.10 The calculation used is as follows:

$$\text{Table 1 Mark} = \frac{\text{Lowest "Table 1 Total Overall Hourly Rate (OHR)" tendered}}{\text{Potential Providers "Table 1 Total Overall Hourly Rate (OHR)" tendered}} \times 15 \text{ (Maximum Mark Available)}$$

6.7 Table 2 - Daily Rate – Overall Daily Rate (“ODR”)

- 6.7.1 At Stage 2 Potential Providers were required to provide a price for a Daily Rate for each grade of Supplier Personnel which would apply to a full day’s supply of the grade of Supplier Personnel.
- 6.7.2 At Stage 3 Potential Providers are required to provide the ‘best and final’ price for a Daily Rate for each grade of Supplier Personnel which will apply to a full day’s supply of the grade of Supplier Personnel.
- 6.7.3 Only one Daily Rate for each grade of Supplier Personnel is permitted. Variances in Daily Rates between the different Panel Services and/or Core and Non-Core Specialisms is not permitted.
- 6.7.4 The Authority has fixed the rates for paralegal/trainee grade. These amounts will be the maximum permitted rates and will not be evaluated.

- 6.7.5 The Daily Rate will apply where a minimum of eight (8) hours of work is provided on any one single day. Once eight (8) hours of work has been completed the Daily Rate will apply irrespective of how many further hours of work are completed on that day.
- 6.7.6 The Authority expects the Daily Rate to provide a level of discount against the discounted Hourly Rates submitted in Table 1.
- 6.7.7 Potential Providers may not provide Daily Rates which are higher than the Daily Rates which were submitted at Stage 2.
- 6.7.8 The Daily Rate provided for each Grade of Supplier personnel which will be weighted is as set out below.
- 6.7.9 The Daily Rate submitted will be multiplied by the appropriate weighting, found in Table 2, to calculate an “Overall Daily Rate” (ODR) for each Supplier personnel Grade. As illustrated in the Table 2 below:

Table 2: Total Rate per Hour Overall Daily Rate (ODR)			
Supplier Personnel	Daily Rate submitted (£)	Weighting	ODR (£)
Partner (including senior /managing)	50.00	30%	15.00
Senior Solicitor / Senior Associate / Legal Director	40.00	30%	12.00
Solicitor / Associate	30.00	20%	6.00
Junior Solicitor	20.00	20%	4.00
Table 2 Total Overall Daily Rate			37.00

- 6.7.10 The ODR calculated for each of the Supplier personnel Grades will be added together to determine the “Table 2 Total Overall Daily Rate (ODR)”.
- 6.7.11 The Potential Provider with the lowest “Table 2 Total Overall Daily Rate (ODR)” will be awarded the maximum mark available. For Table 2 the maximum mark available is 5 marks as detailed in the Table A above. The remaining Potential Providers will receive a percentage of the maximum mark available equal to their price, relative to the lowest Table 2 Total ODR submitted using the equation found overleaf:

6.7.12 The calculation used is as follows:

$$\text{Table 2 Mark} = \frac{\text{Lowest "Table 2 Total Overall Daily Rate (ODR)" tendered}}{\text{Potential Providers "Table 2 Total Overall Daily Rate (ODR)" tendered}} \times 5 \text{ (Maximum Mark Available)}$$

6.8 Table 3 Monthly Rate – Overall Monthly Rate (“OMR”)

- 6.8.1 At Stage 2 Potential Providers were required to provide a price for a Monthly Rate for each grade of Supplier Personnel which would apply to a full month’s supply of the grade of Supplier Personnel.
- 6.8.2 At Stage 3 Potential Providers are required to provide their ‘best and final price for a Monthly Rate for each grade which will apply to a full month’s supply of the grade of Supplier Personnel.
- 6.8.3 Only one Monthly Rate for each grade of Personnel is permitted. Variances in Monthly Rate between the different Panel Services and/or Core and Non-Core Specialisms is not permitted.
- 6.8.4 The Authority has fixed the rates for paralegal/trainee grade. These amounts will be the maximum permitted rates and will not be evaluated.
- 6.8.5 The Monthly Rate is to be calculated on the basis of twenty (20) days of work being carried out in any calendar month. The Monthly Rate will apply where twenty (20) or more days of work are carried out in any calendar month.
- 6.8.6 The Authority expects the Monthly Rate to provide a level of discount against the Daily Rates submitted in Table 2.
- 6.8.7 Potential Providers may not provide Monthly Rates which are higher than the Monthly Rates which were submitted at Stage 2.
- 6.8.8 The Monthly Rate submitted for each grade of Supplier Personnel will be weighted as set out below.
- 6.8.9 The Monthly Rate submitted will be multiplied by the appropriate weighting, found in Table 3, to calculate an “Overall Monthly Rate” (OMR) for each grade of Supplier Personnel. As illustrated in the Table 3 overleaf:

Table 3: Total Overall Monthly Rate (OMR)			
Supplier Personnel	Monthly Rate submitted	Weighting	OMR (£)
Partner (including senior /managing)	60.00	30%	18.00
Senior Solicitor / Senior Associate / Legal Director	50.00	30%	15.00
Solicitor / Associate	40.00	20%	8.00
Junior Solicitor	30.00	20%	6.00
Table 3 Total Overall Monthly Rate (OMR)			47.00

- 6.8.10 The OMR calculated for each of the grades of Supplier Personnel will be added together to determine the “Table 3 Overall Monthly Rate (OMR)”.
- 6.8.11 The Potential Provider with the lowest “Table 3 Overall Monthly Rate (OMR)” will be awarded the maximum mark available. For Table 3 the maximum mark available is 5 marks as detailed in the Table A above. The remaining Potential Providers will receive a percentage of the maximum mark available equal to their price, relative to the lowest Total OMR submitted using the equation found below.
- 6.8.12 The calculation used is as follows:

$$\text{Table 3 Mark} = \frac{\text{Lowest "Table 3 Overall Monthly Rate (OMR)" tendered}}{\text{Potential Providers "Table 3 Total Overall Monthly Rate (OMR)" tendered}} \times 5 \text{ (Maximum Mark Available)}$$

6.9 Table 4 – Aggregated Spend Discount

- 6.9.1 Based on Aggregated Spend the Authority requires Potential Providers to provide a percentage discount that will apply to their Hourly Rate submitted in Table 1 to reflect increased volumes of spend during the first two (2) Contract Years.
- 6.9.2 At Stage 2, Potential Providers provided a percentage discount that would apply to Hourly Rates to reflect increased spend during the first two (2) Contract Years. The average percentage discount has now been applied to the Hourly Rates Potential Providers provided at Stage 2 to provide the “**Stage 2 Discounted Hourly Rates**”.
- 6.9.3 At Stage 3 Potential Providers are required to provide their ‘best and final’ percentage discounts against Aggregated Spend which would apply to the Hourly Rates set out in Table 1 above.
- 6.9.4 Please note:
- 6.9.4.1 The Daily Rates in Table 2 and the Monthly Rates in Table 3 must not exceed the discounted Hourly Rates where the Day Rate is

calculated based on 8 hours per day and the Monthly Rate is calculated based on 20 Days;

- 6.9.4.2 The average of the percentage discounts offered will be applied to the Potential Providers submitted Hourly Rates for each grade Supplier Personal at Table 1 above;
- 6.9.4.3 Where a Potential Provider is awarded a Panel Agreement, these discounted rates will then form the Panel Prices in the Panel Agreement Schedule 3 (Charges) and will remain fixed for the first two (2) Contract Years;
- 6.9.4.4 The Aggregated Spend is to be calculated using spend from all Panel Customers who Order Panel Services under this Rail Legal Services Panel; and
- 6.9.4.5 The percentages discount offered at Stage 3 will remain fixed for the first two (2) Contract Years and where any changes to the Panel Period are made the discounts may be negotiated but may not be reduced.

6.9.5 Potential Providers are required to provide a percentage discount for each of the 11 Aggregated Spend increments detailed in the illustrative example below:

Table 4 – Aggregated Spend discount “Table 4 Discount”		
	Spend Increments	Discount
1	>£250,000	1.00
2	>£500,000	1.00
3	>£1m	1.00
4	>£1.5m	0.50
5	>£2m	0.50
6	>£2.5m	0.50
7	>£3m	0.50
8	>£3.5m	0.50
9	>£4m	0.50
10	>£4.5m	0.50
11	>£5m	0.50
Potential Providers Total Discount		7.00
Potential Providers Table 4 Discount		$7.00 / 11.00 = 0.64$

6.9.6 The Authority will take the average of the discounts submitted in Table 4 by adding up the 11 percentage discounts to arrive at a total. This total will be divided by 11. This is the figure that will be evaluated (“Table 4 Discount”).

6.9.7 The Potential Provider with the highest “Table 4 Discount” will be awarded the maximum mark available (5 marks). The remaining Potential Providers will receive a percentage of the maximum mark available equal to their “Table 4 Discount” price, relative to the highest “Table 4 Discount” submitted.

6.9.8 The calculation used is as follows:

$$\text{Table 4 Mark} = \frac{\text{Potential Providers "Table 4 Discount" tendered}}{\text{Highest "Table 4 Discount" tendered}} \times 5 \text{ (Maximum Mark Available)}$$

6.10 Stage 3 Price Score

6.10.1 The Table 1 Mark, Table 2 Mark, Table 3 Mark and the Table 4 Mark of the Stage 3 Pricing will be added together to calculate “Stage 3 Price Score”.

6.11 Stage 3 Price Evaluation Methodology

6.11.1 The Price Evaluation Process as described in paragraphs 6.5 to 6.11 will be undertaken by different evaluators to those individuals involved with the Compatibility Meeting – Quality Evaluation process.

6.11.2 The Price Evaluation process and resultant ranking of Potential Providers (along with the Marks awarded) will be independently checked and verified by individual(s) not previously involved in the Procurement process.

6.11.3 Rounding of calculations undertaken in the Stage 3 Price Evaluation process will be calculated to two decimal places using the standard Excel 2010 formula. The Authority will not apply any other rounding.

7. STAGE 3 FINAL SCORE

7.1 The Stage 3 Quality Score will be added to the Stage 3 Price Score to determine the final score for each Potential Provider (“Stage 3 Final Score”).

Please see worked example for illustrative purposes below at Table B:

Table B			
	Stage 3 Quality Score (Maximum Score 70)	Stage 3 Price Score (Maximum Score 30)	Stage 3 Final Score (Maximum Score 100)
POTENTIAL PROVIDER A	53.86	20.00	73.86
POTENTIAL PROVIDER B	50.25	30.00	80.25

8. FINAL DECISION TO AWARD

8.1 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.

8.2 The Authority will inform Potential Providers ranked 1st to 4th of the intention to award a Tier 1 Panel Agreement.

- 8.3 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.
- 8.4 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.
- 8.5 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 a Tier 2 Panel Agreement.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 Please refer to Table C and Table D overleaf for an illustrative example of the paragraphs above.
- 8.10 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.

Table C					
Rank	Provider	Stage 3 Final Score	Indicated in Stage 1 – Eligibility that they only wish to be considered for a Tier 2 Panel place	Tier1 / Tier 2 Panel Agreement Offered	Reasoning
1	Potential Provider A	89.88	No	Tier 1 (1)	
2	Potential Provider B	88.99	Yes	Tier 2 (1)	Indicated in Stage 1 – Eligibility that they only wish to be considered for a Tier 2 Panel place
3	Potential Provider C	87.44	No	Tier 1 (2)	
4	Potential Provider D	86.22	Yes	Tier 2 (2)	Indicated in Stage 1 – Eligibility that they only wish to be considered for a Tier 2 Panel place
5	Potential Provider E	86.22	No	Tier 1 (3)	
7	Potential Provider F	85.46	No	Tier 2 (3)	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. Potential Provider X achieved the highest overall Stage 3 Compatibility Meeting, therefore awarded a Tier 1 Panel Agreement, Potential Provider F is awarded a Tier 2 Panel Agreement.
6	Potential Provider X	85.46	No	Tier 1 (4)	
8	Potential Provider G	84.87	N/A (as all 4 Tier 1 places have been filled)	Tier 2 (4)	Tied score in 8 th position both Potential Providers G and H awarded a Tier 2 Panel Agreement
8	Potential Provider H	84.87	N/A (as all 4 Tier 1 places have been filled)	Tier 2 (4)	
9	Potential Provider I	84.65	N/A (as all 4 Tier 1 places have been filled)	Tier 2	Within 1% of 8 th Position (Potential Provider G and H), Potential Provider I awarded a Tier 2 Panel Agreement
10	Potential Provider K	77.21	N/A	N/A	All places on Tier 1 and Tier 2 are allocated and Potential Provider K is not within 1% of 8 th position. Providers ranked 10 th and below are unsuccessful and not awarded a Panel Agreement

Table D - List of Tier 1 and Tier 2 Rail Panel Agreement Suppliers			
Tier 1 Suppliers	Tier 1 Place	Tier 2 Suppliers	Tier 2 Place
Potential Provider A	1	Potential Provider B	1
Potential Provider C	2	Potential Provider D	2
Potential Provider E	3	Potential Provider F	3
Potential Provider X	4	Potential Provider X	4
		Potential Provider G	
		Potential Provider I	5

- 8.11 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.
- 8.12 Communications with Potential Providers regarding the Tier allocations is subject to Standstill.
- 8.13 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.
- 8.14 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.
- 8.15 Panel Agreements will not be concluded until the Standstill Period has expired.
- 8.16 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.

ANNEX 1 – COMPATABILITY MEETING

1. The Compatibility Meeting shall be carried out in accordance with the following instructions:
 - 1.1 Potential Providers are required to submit a Stage 3 Presentation in response to the following question:

Question Number CS3Q – Compatibility Meeting Presentation
“A legal perspective on current and future challenges in the rail sector in Great Britain”
Response guidance <p>Responses should, as a minimum, address what the Potential Provider perceives the current and future challenges to be in the Rail Sector in Great Britain, clearly demonstrating their knowledge of the rail sector. Moreover, drawing on their knowledge and experience within rail,</p> <p>Potential Providers should be able to outline the potential impact and associated mitigations of the current and future challenges – and the Potential Providers’ associated arguments and rationale for such assertions.</p> <p>Response should be limited and focused on the question posed.</p> <p>No marks will be given to layout, spelling, punctuation or visual effect of the slides included in the presentation.</p> <p>The Quality Evaluation criteria that will be used by the Evaluation Panel to evaluate and score the Compatibility Meeting is set out in paragraph 6.4.</p>

- 1.2 Subject to paragraph 1.3, there is no limit on the number of slides but Potential Providers should be aware that, during the Compatibility Meeting 25 minutes will be allocated for the presentation. Any slides not presented in the 25 minutes will not be taken into account for the purposes of the Compatibility Meeting evaluation.
- 1.3 Presentations cannot exceed 20MB in size.
- 1.4 You must submit your Stage 3 Presentation in the e-Sourcing suite (uploaded to question CS3Q).
- 1.5 For technical guidance on how to complete questions and text fields and how to upload any requested attachments please download the Supplier Guidance Documentation at Supplier Guidance (Attachment 11).
- 1.6 Any questions in relation to the Procurement process for Stage 3 should be raised as early as possible, particularly during the clarification period(s) in Stage(s) 1 and 2.
- 1.7 An invitation letter will be issued to Potential Providers who are successful at Stage 2 Eligibility Stage, to participate in Stage 3.
- 1.8 The invitation letter shall confirm the Compatibility Meeting date, time, and location.
- 1.9 Late attendees may be deemed as non-compliant and the Potential Provider may be excluded from further participation in this Procurement process.

- 1.10 The Evaluation Panel at Stage 3 will consist of appropriate representatives from the Authority, DfT and other relevant bodies, also in attendance will be a Chair and a representative from the Authority.
- 1.11 The Potential Provider must bring 6 paper copies of the presentation slides to the compatibility meeting copies (in addition to any copies the Potential Provider may require)
- 1.12 The Authority will provide a screen and the Potential Providers presentation will be pre-loaded immediately prior to the Potential Provider's allotted time slot.
- 1.13 Potential Providers must adhere to the following instructions when participating in a Stage 3 Compatibility Meeting:
- i. The Compatibility Meeting is not an opportunity to market their organisations or attempt to overtly influence the Evaluation Panel.
 - ii. The Potential Provider shall ensure that their representatives at the Compatibility Meeting are from a range of grades who are able to answer questions about their presentation.
- 1.14 The Potential Provider are permitted to bring a maximum of six (6) representatives to the Compatibility Meeting.
- 1.15 Stage 3 Compatibility Meetings will last up to 60 minutes, broken down as per the table below. The Authority will notify Potential Providers when each time limit expires so that timings are adhered to and not exceeded.

Commencement of Stage 3 Compatibility Meeting	
Introductions and General information – conveyed by the Chair	5 minutes
Potential Provider Presentations	25 minutes
Questions – based on the presentation	30 minutes

- 1.16 Potential Providers may seek clarification regarding any question asked, but there will be no opportunity for Potential Providers to ask questions during the Compatibility Meetings.
- 1.17 The evaluation of your Stage 3 Compatibility Meetings will be conducted and consensus checked in accordance with the Consensus Marking Procedure and the Marking Procedure for Stage 3 Compatibility Meetings, as set out in paragraph 6.3.
- 1.18 When the Consensus Marking Procedure and the Marking Procedure for Stage 3 Compatibility Meetings have been completed, this will determine the mark awarded for Stage 3 Compatibility Meeting.
- 1.19 Please note, no feedback will be provided on the day.