



Finance & Complex Legal Services (FaCLS)

Customer guidance (RM3787)



Crown
Commercial
Service

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CCS Website and further documents	https://www.crownccommercial.gov.uk/agreements/rm3787

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Introduction

This Guidance is designed to help customers through each stage of their procurement of Legal Services using the Finance and Highly Complex Legal Services Panel Agreement (RM 3787) (the “Panel Agreement” or “Panel”).

This document is not a legal document and is to be used as guidance only.

Background

The Panel Agreement, together with RM3786 (General Legal Advice Services) and RM3756 (Rail Legal Services) form the default route to market for Central Government Customers to purchase a wide range of Legal Services and has been procured to replace the Legal Services Framework (RM919), taking into account consultations with customers and suppliers of its legacy agreements. This Panel covers supply of Finance and Highly Complex Transaction legal services to Central Government, Executive Agencies and a defined list of other Central Government Customers set out in the OJEU contract notice. This Panel is designed to meet the needs of Customers requiring legal advice and project support on finance and highly complex transactions.

The Panel Agreement has been set up following a joint procurement project between CCS, HMT and GLD, with CCS as the contracting authority (the “Authority”). The Panel consists of 9 quality assured legal services suppliers who are able to supply a comprehensive list of Legal Specialisms.

Features and benefits of the Panel

- **Central strategy:** The Panel Agreement forms part of the Government’s strategy to maximise procurement efficiency and value for money by centralising, standardising and aggregating spend for legal services.
- **Ease of route to market:** The Panel Agreement provides a simple and streamlined route for Customers to access a comprehensive range of external legal firms with the right skills and expertise to supplement in-house legal resource and provide support to Customers in a wide range of areas of work.
- **Competitive rates:** The Panel Agreement offers delivery of cashable savings through competitive rates which offer significant reductions against market rates.
- **Specialist scope:** The Panel Agreement covers 10 Mandatory Specialisms to support finance and highly complex legal work. These are not subdivided into lots, so one call-off contract with a Panel firm can be used to access all of the wide range of services if that is what is required.

- **Attractive commercial terms:** The Panel Agreement facilitates various attractive commercial terms including alternative pricing models.
- **Ease of call off:** The Panel Agreement provides for greater use of Direct Awards as well as a simpler route for shortlisting for Further Competitions through use of Supplier Prospectuses.
- **Additional benefits for Government:** Secondments and exchanges from Suppliers for Panel customers are also available, which will be allocated by GLD across the Customer base.
- **Shared responsibility for efficiency:** Suppliers are under a specific duty to Customers to take positive steps to minimise costs and maximise efficiency of delivery of legal services, to control scope of work.
- **Bespoke contracts:** The Legal Services Contracts have terms specially designed for Central Government;
- **Free additional services for Customers:** The Panel delivers a number of benefits from Suppliers for no additional cost including free knowledge transfer, and free access to training and Know-How.
- **CCS Panel management:** The Panel Agreements are managed by CCS including annual auditing of quality, benchmarking, quarterly KPI's and monthly gathering of MI.



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Panel Scope

Mandatory Specialisms

The Panel firms are required to have expertise in all aspects of the following Mandatory Specialisms of law required by Central Government, together with legal advice on any other legal specialism not referred to below but which is required to support the delivery of advice in these specialisms, to be able to deliver a full legal service. These include all contentious and non-contentious elements of the work (including cross-border matters), multi-jurisdictional advice (directly or the ability readily to source and manage quality assured advice from significant legal jurisdictions), international law, and any related tax advice:

Mandatory Specialism No.	Service	Scope
1	Corporate Finance	All aspects of corporate Finance including but not limited to: a) Corporate finance transactions and other financial transactions by way of loans; b) other credit transactions, guarantees, derivative products, contracts for differences or other means
2	Rescue, Restructuring & Insolvency	All aspects of rescue, restructuring and insolvency of financial institutions and other strategically important businesses (including liquidity and resolution processes)
3	Financial services, market and competition regulation	All aspects of financial services, market and competition regulation, including but not limited to the Financial Services and Markets Act, rules of the UK Listing Authority, takeovers, mergers and state aid.
4	Investment and Commercial Banking	All aspects of investment and commercial banking
5	Insurance and Reinsurance	All aspects of insurance and reinsurance (reinsurance can be provided either direct through the panel firms or through partners). Bidders would need to demonstrate this provision was in place.
6	Investment and Asset Management	All aspects of investment and asset management law including analysis, intervention and divestment strategies
7	Equity Capital Markets	All aspects of equity capital markets law including privatisation by way of sales, initial public offerings (IPOs) and equity derivative products.
8	Debt Capital Markets	All debt capital markets law including but not limited to list bond issues, commercial paper programmes, listed debt rescheduling, monoline credit wraps and credit derivative products
9	Asset Finance	All aspects of asset finance, structured finance (including securitisation) and project finance
10	High Value or complex transactions and disputes	All high value or complex transactions and disputes in highly regulated environments. This includes financial services of all kinds, energy (including generation, distribution and market interventions), water, transport (including aviation, road and maritime), pharmaceuticals, telecommunications, broadcasting and digital services.
11	High value or complex merger and acquisition activity	All high value or complex merger and acquisition activity including but not limited to restructuring/divestment of public interests (including establishment, restructuring and privatisation of government owned companies and assets and joint ventures)
12	Projects of exceptional innovation and complexity	A full legal service on Central Government projects and other matters which are characterised by exceptional innovation and complexity, which have potential impacts on national financial stability or other issues of national importance, or which involve the management of major risks to exchequer/taxpayer interests and the need for extreme urgency and confidentiality.

Prospectuses

To help Panel customers select the right firm, each Panel firm has developed an up to date prospectus setting out details of their experience and expertise in relation to each specialism they provide. Links to these can be found [here](#).

The Prospectuses should be used by customers when selecting suppliers for direct awards, and for selecting Panel firms to invite to further competitions.

Please note that we do not recommend the use of external rankings such as Legal 500 or Chambers in the selection of Panel firms.

Jurisdictions

The Panel Agreement has been established for the provision of advisory services principally on matters of English and Welsh law. In addition, Suppliers can supply advice on Scots Law and Northern Irish law where required (if not directly provided, through subcontracted law firms or other approved arrangements). International law is also in the scope of the Panel, giving Central Government a potential route to international work if it is needed without conducting a further procurement exercise.

It is mandatory that Suppliers be able to provide where needed, public and private international law advice on Mandatory Specialisms and Optional Specialisms (where it has the capability to do so), as well as multi-jurisdictional legal advice in relation to matters within the Panel's scope. Alternatively, Suppliers shall readily source and manage quality assured advice in these areas in respect of the Panel Services. Direct or sub-contracted provision of advice in these areas will be a matter for agreement between the Supplier and the Panel Customer at legal contract stage.

Suppliers can provide a full range of requirements from one-off (ad-hoc) pieces of advice on key issues, to supporting major projects and programmes of work. Suppliers may be required to work in association with Government lawyers. Project related work may require the Supplier's personnel to participate as members of project teams or project boards. These roles are supported by a number of specific obligations in the Panel terms and conditions.

Panel timeframe

The Panel Agreement has been extended to 20 December 2021. Call off Legal Services Contracts can be executed up to this date, and can extend to no later than two years after the end of the Panel Agreement.

CCS intends to replace this Panel prior to the Panel Agreement expiry date, and have published further details of the replacement Panel Agreement which can be found [here](#).

Panel rates

Each Panel firm has been asked to provide rates for 5 different fee earner grades. A short description is noted below within the Supplier Personnel table and the full contractual description is set out in Schedule 3 of the Panel Agreement.

Alternative Fee Arrangements

Alternative fee arrangements can offer clear benefits to all parties, including greater innovation, efficiency, flexibility and transparency. Under the terms of the Panel Agreement, Alternative Fee Arrangements are enabled via both Direct Award and Further Competition, remembering that via Direct Award the fees must be based upon the maximum panel rates and that via further competition the fees must not exceed the maximum panel rates.

More details around the options available as Alternative Fee Arrangements and how they can benefit your procurement can be found in our White Paper, available for download on our website [here](#)



Supplier Personnel

The Supplier shall make available to Panel Customers the following grades of Supplier Personnel:

Supplier Personnel	Short description of role
Partner	key contact with the Panel Customer with overall responsibility for quality assurance, success of project and supervision of Supplier Personnel;
Senior Solicitor	main contact for day-to-day Panel Customer liaison (for more complex/ significant and non-routine matters); 5-7 years or more post qualified experience in relevant field of work.
Solicitor	main contact for day-to-day Panel Customer liaison (for simple and routine matters); performing work typically requiring at least two years' legal experience in the relevant field of work with 3-5 years or more post qualified experience in relevant field of work
Junior Solicitor	performing work typically requiring at least two years' legal experience in the relevant field of work with 3-5 years or more post qualified experience in relevant field of work
Trainee/Paralegal	performing work that can be appropriately delegated to a Trainee Solicitor or Paralegal with 2 or more years experience.

Supplier List

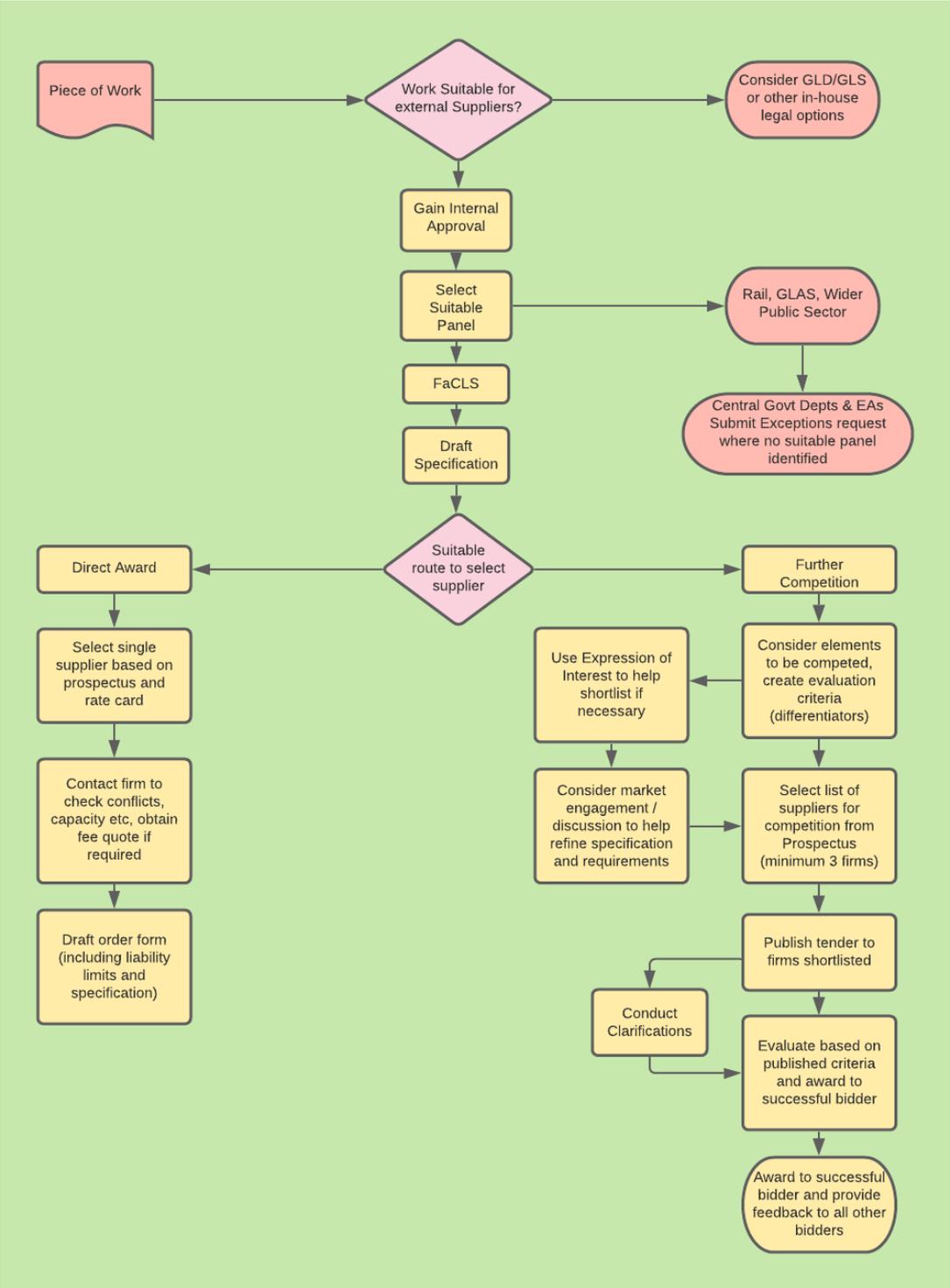
There are 9 firms on this Panel Agreement as listed below:

- Ashurst LLP
- Bryan Cave Leighton Paisner LLP
- Clifford Chance LLP
- Dentons UK and Middle East LLP
- Freshfields Bruckhaus Deringer
- Hogan Lovells International LLP
- Linklaters LLP
- Simmons & Simmons LLP
- Slaughter & May

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Procurement Process

Is the Work Suitable to be completed by an external firm?



You should consider whether the work that you need completed can be undertaken by your usual internal legal support, including Government Legal Department if applicable.

Internal Approval

You should ensure that you have the necessary authority to begin to engage external legal support, and that you have the necessary approval required to continue through the process.

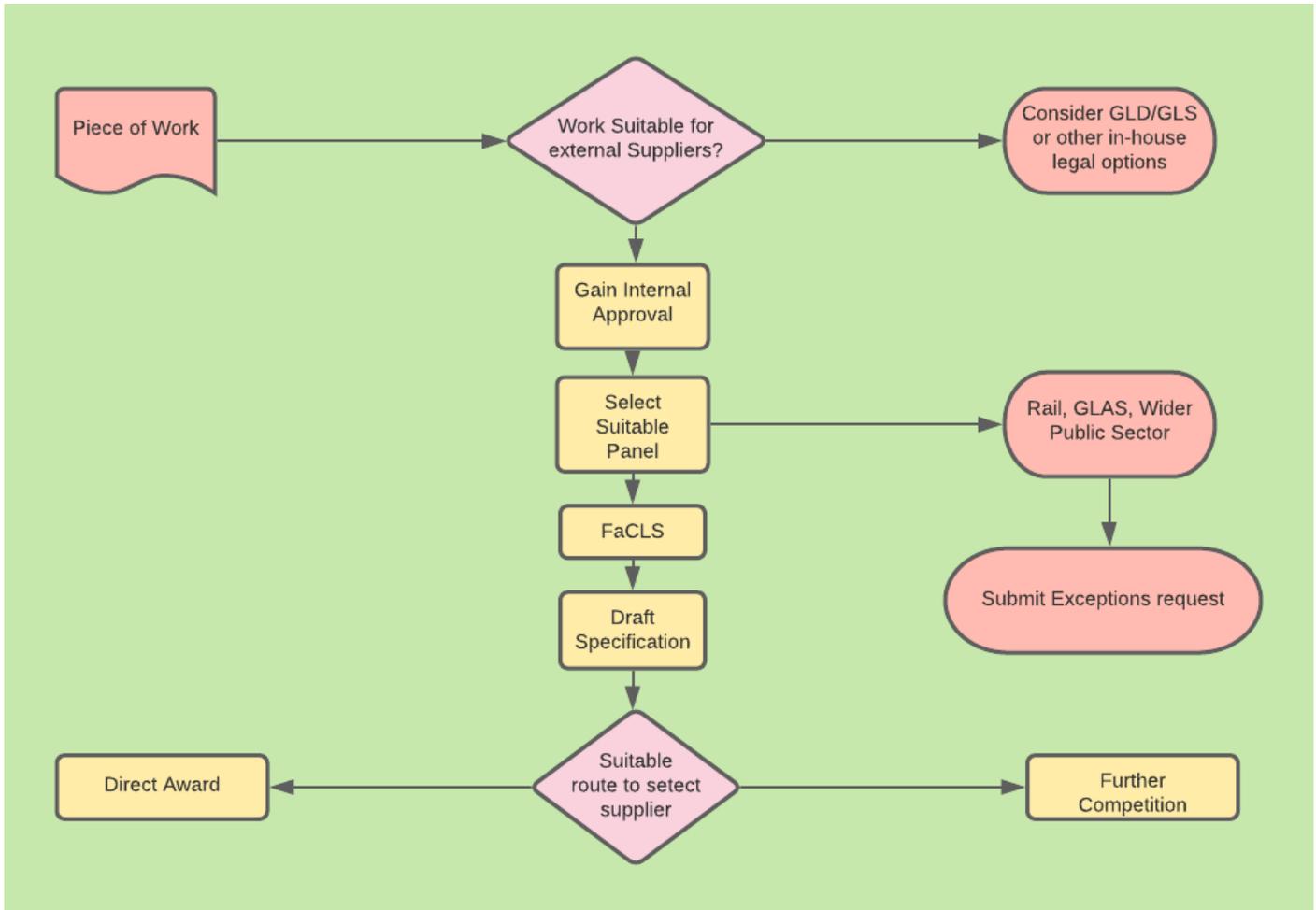
In most cases, you are likely to need a business case and budget approved by the relevant stakeholders, and you should consider engaging the following people:

- **Business stakeholder** - support for your business case and the engagement as a whole
- **Your internal legal function** - they may be able to assist you in developing requirements and supervising the matter with you, or working with the Panel firm, as appropriate.
- **The budget holder for the relevant department** – they will need to confirm that there is sufficient budget allocated
- **Your commercial or procurement team** - they may be able to support you in procuring legal services (including using their procurement portal and ensuring the correct internal governance has been undertaken). This may include approving the use of the procurement route and market engagement approach that you have agreed.

Please note that Cabinet Office rules that need to be followed in regard to any engagement can be found [here](#).



Choosing which Panel is most suitable for your matter



Central Government Departments and their Executive Agencies

GLAS is the default route to market for Central Government Departments and their Executive Agencies unless the more specialist RM3756 (Rail) Panel, or this RM3787 (Finance and Complex) panel is more suitable. In the limited circumstances, you may be able to source work outside of the CCS Panels by following the Exceptions Process (see below).

Arms Length Bodies

ALBs who can use FaCLS may also be eligible to use the RM3788 Wider Public Sector Panel.

You should consider first whether your organisation is eligible to use the panel in question, and then use the relevant documents to confirm whether the panel scope is suitable for your needs.

If you are unclear, refer to the panel manager at CCS detailed in the contact.

Exceptions Process

The Exceptions Process is administered by Government Legal Department (GLD) Commercial Law Group on behalf of the Treasury Solicitors Office, and applies to all Central Government Departments. A copy of the process can be obtained via request to:

GLASexceptionprocess@governmentlegal.gov.uk

To summarise, if you wish to go off-Panel, you must seek approval from GLD in writing, disclosing the justifications for the reasons for doing so, which must be based on the following:

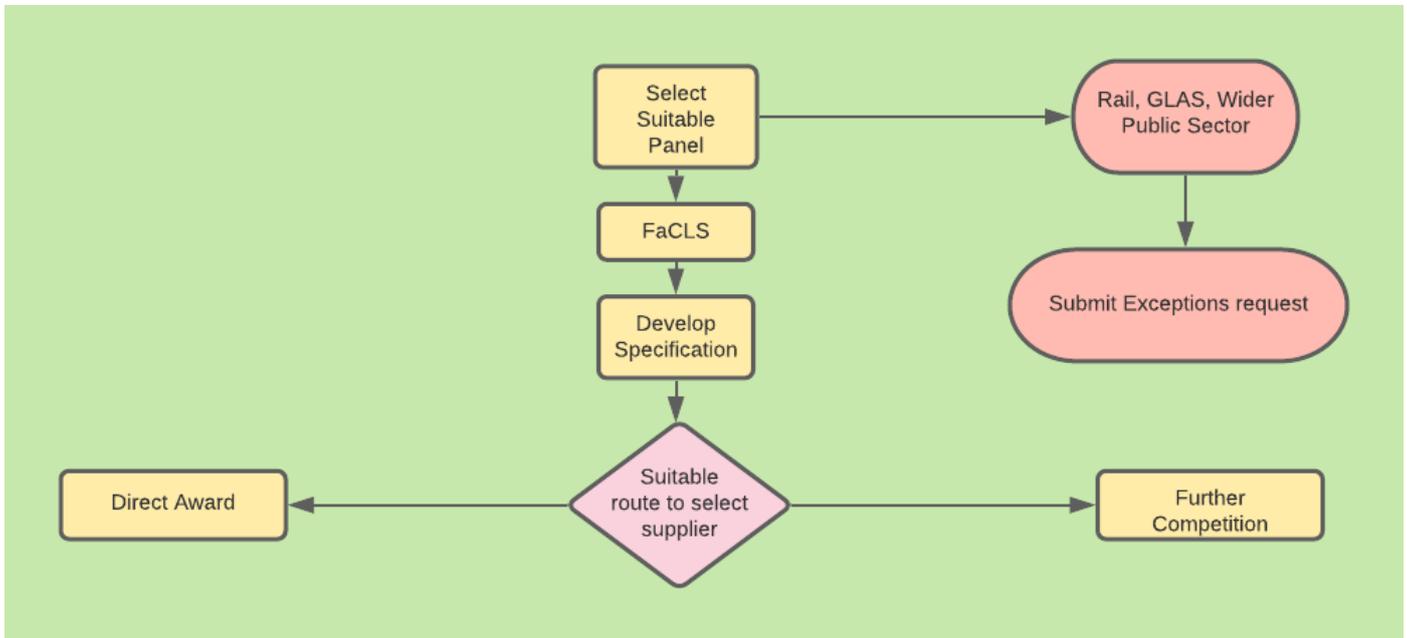
- You have a specialist requirement for Panel Services which cannot be met through the General Legal Services Panel (through lack of specialism or bandwidth in that specialist service); and/or;
- You can demonstrate that you can achieve significantly better value for money from an alternative arrangement.

Instances where the Exception Process does not apply

There is no requirement to apply to the Exception Process if you propose to instruct a firm under the General Legal Advice Services or Rail Panels because you regard these Panels as more appropriate for your requirement. For completeness (although these exemptions are unlikely to apply to work potentially under this Panel) the Exception Process does not apply:

- To the requirements for enforcement and property legal services of the:
 - Driver and Vehicle Standards Agency;
 - Driver and Vehicle Licensing Agency; and/or
 - Vehicle Certification Agency; or
- To the requirements for planning legal services of Highways England.
- Litigation Work where individual pieces of work are valued at below £20,000 Ex VAT. These are more suited to WPS Panel.
- Transactional Property Work (including noncomplex conveyancing and work relating to leases and licences) or Employment Litigation where individual pieces of work are valued at below £20,000 Ex VAT.

Develop the Specification



A specification is a statement of the requirements to be met by the Panel firm, and this will form the basis of your procurement, and the later call off Legal Services Contract that will be signed with the Panel firm that you engage. The better the specification for the work is, the more able the Panel firms will be at providing you with a robust quality bid and fee quote.

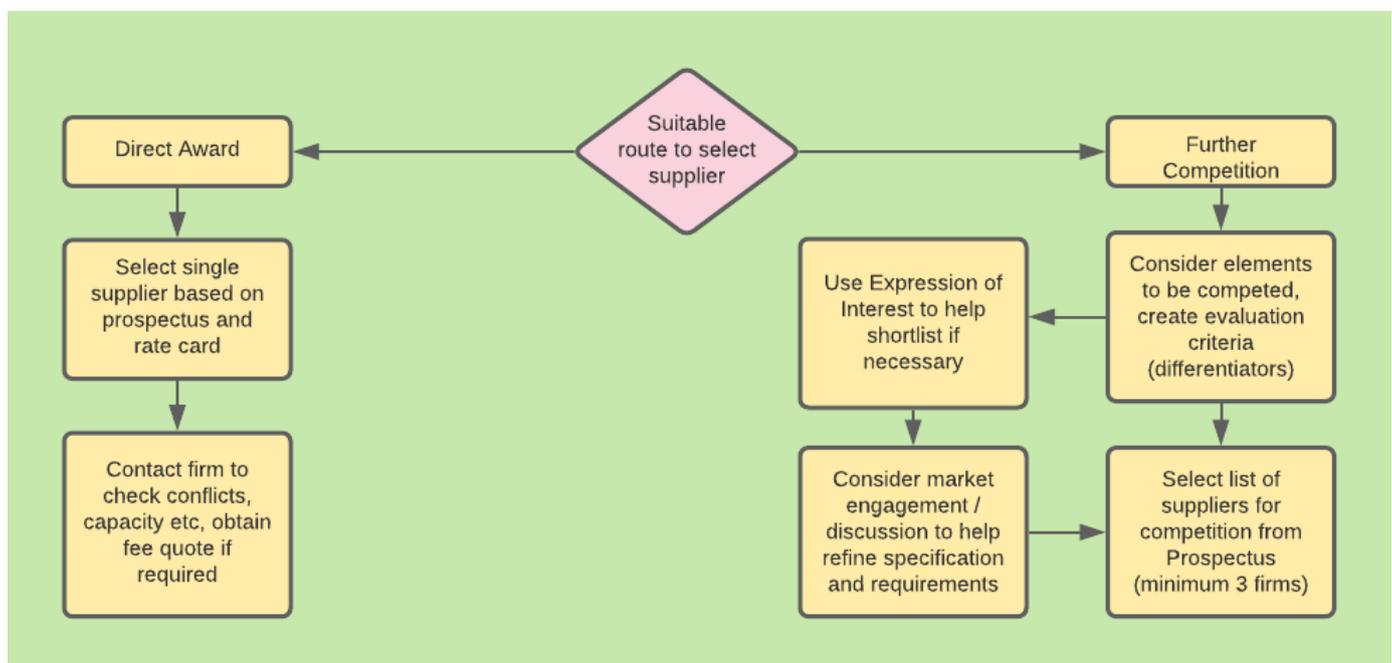
A good specification should include:

- Purpose of the overall project or engagement
- Clear description of the services required from the supplier, including what deliverables you are expecting from them, and what is in or out of scope.
- What types of advice you are looking for the Panel firm to provide, and what elements you would like them to refer back to the customer department (e.g. if you wish a firm to undertake commercial advice, you may want them to refer back to you if there are any TUPE issues arising).
- The liability limit that you wish to apply and/or the level of insurance that you wish the supplier to hold.
- You should define any key areas of expertise that you want them to provide, as well as any areas where advice will be provided by the in-house team, and be as clear as possible about the level of specialist support you will want from the Panel firm.
- How long you wish the relationship to go on for, and what the anticipated volume of work will be (including any known peaks and troughs).
- Consider whether you are likely to want a secondees from the firms' team to support the matter at any point during the project.
- Any project management of the legal services that you need.
- Any scope for innovation that you can envisage (e.g. AI solutions, or where you want the supplier to provide their view of how to undertake the work).

- Any timescales or deadlines for the engagement and duration of the contract.
- For longstanding contracts and/or those which involve the supplier using their own IT or AI innovations, you should consider how you want exit or project closure to work.
- The level of interaction that you will want them to have with the you, the internal legal team and / or the project team
- How you wish matters to be allocated to firms (e.g. rota basis; one main firm, with others as overflow), and how you wish to manage any conflicts of interest that arise on individual matters.
- What level of reporting and contract management you wish to have through the engagement
- Any assumptions that you are making in relation to the work, and flexibilities that may be required through the duration of the project (if any).

The Specification does not need to be fully complete before you go start the procurement process if you anticipate using market engagement as a way of building your understanding of how a Panel firm could meet your requirements.

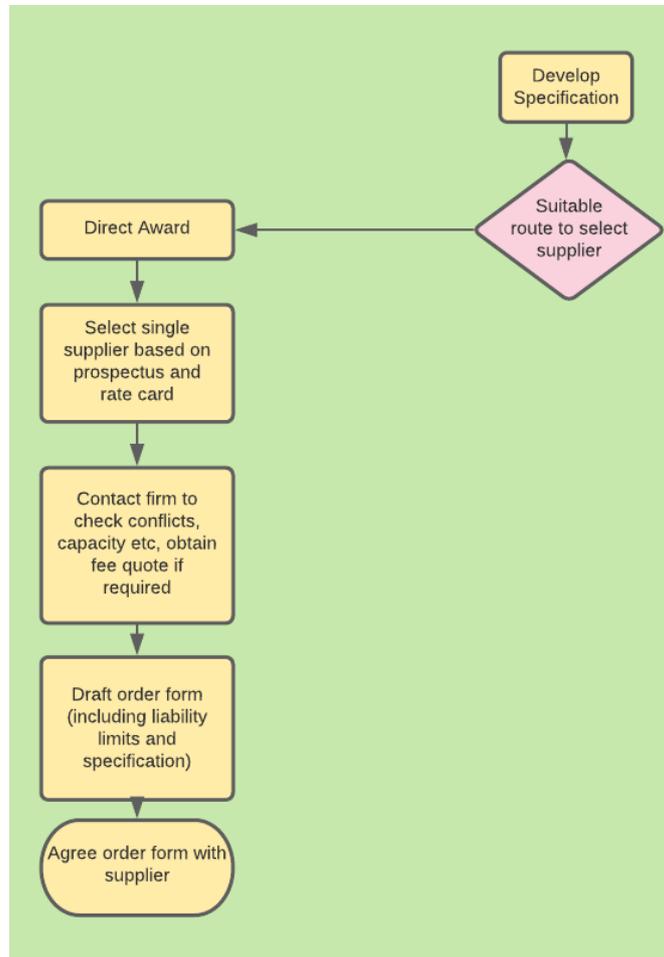
Choosing a Suitable Route to Select a Supplier



Some key considerations to help you decide on the right route to market for your matter are set out below.

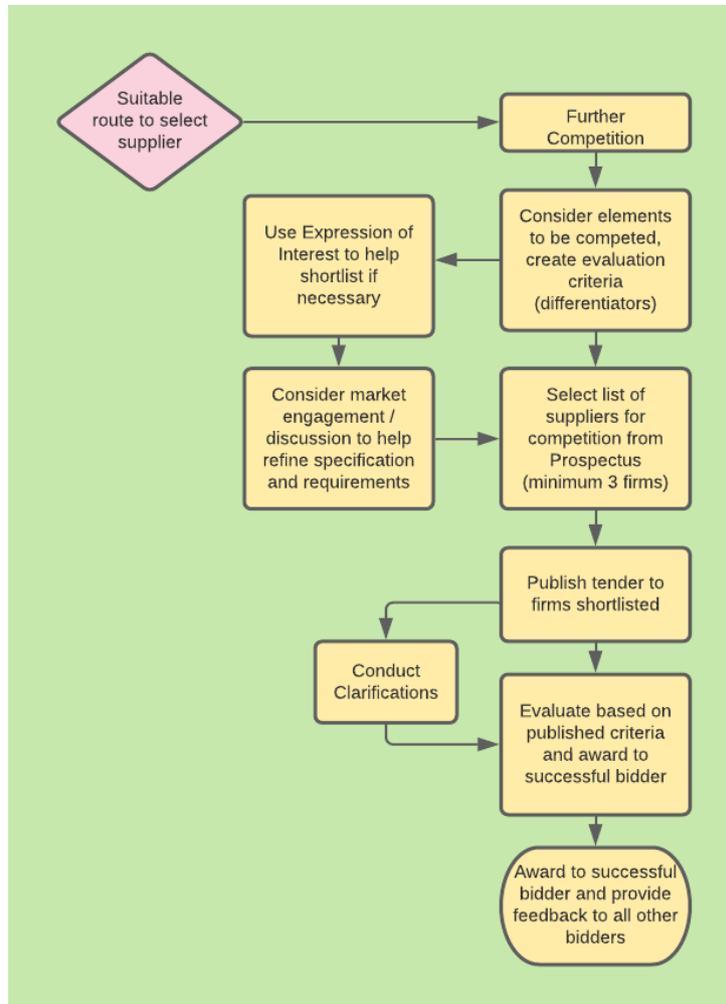
Guidance	
Direct award	Further competition
The anticipated gross contract value is less than £50k	The anticipated gross contract value is greater than £50k
Urgent requirements where the delays caused by the competition process would be detrimental to the outcome.	All non-urgent requirements where the competition process would not be detrimental to the outcome.
A panel firm has previously worked on your project and: a) it would be detrimental to project delivery if the same panel firm did not complete the work; and/or b) it is certain that greater savings and/or the best outcome can be achieved by re-instructing the same panel firm.	Suitable for new work or where previous work performed by a panel firm is not certain to achieve additional savings and is not fundamental to the outcome.
Expression of Interest (EOI)/Request for Information (RFI)/Supplier Engagement has identified that only one suitable panel firm has the capacity to deliver the service requirements.	EOI/RFI/Supplier engagement has identified that multiple panel firms are able to deliver the service requirements.
EOI/RFI/Prospectus review has identified that only one panel firm has the expertise to deliver the service requirements.	EOI/RFI/Prospectus review has identified that multiple panel firms have the expertise to deliver the service requirements.
Identification of conflicts of interest via internal procedures or responses to EOI/RFI mean that only one panel firm can deliver the service requirements.	Identification of conflicts of interest via internal procedures or responses to EOI/RFI mean that multiple panel firms can deliver the service requirements.
Your previous engagement with the panel firm on related matters means that you are satisfied that they represent the best value for money for the new matter, as their previous experience and background in the subject matter will mean that they require less time in initial engagement.	You wish to consider alternative fee arrangements (AFAs) not based on panel rates or pricing models which differ from the time and materials panel rates.

A) Direct Award process



- Where you consider that a number of the firms can do the work, you should consider the rate cards of the firms, bearing in mind the rates for the fee earner who is likely to do the bulk of the work and/or obtain a fee quote from the Panel firm you select to ensure that your selection represents value for money and is within your anticipated budget.
- While Panel Rates are to be used, you can request a capped or fixed rate based on those Panel Rates from your chosen firm, to provide cost certainty based on assumptions that you have given to or agreed with the Panel firm.
- Document the reasons why you have selected the firm that you have.
- Contact the firm that you have selected, and provide them with your work specification. They can then do their conflict checks, and confirm that they have the relevant capability and capacity, and that they are not conflicted. If you wish for the work to be undertaken under an AFA, request a fee quote.
- Should that firm not be able to undertake the work, you can consider other firms in the same way, following this process.
- Send the firm a completed Legal Services Contract for them to sign and return.
- Review the relevant sections of the prospectuses of the Panel firms and select the firm that best demonstrates that they can meet your specific requirements.

B) Further Competition process

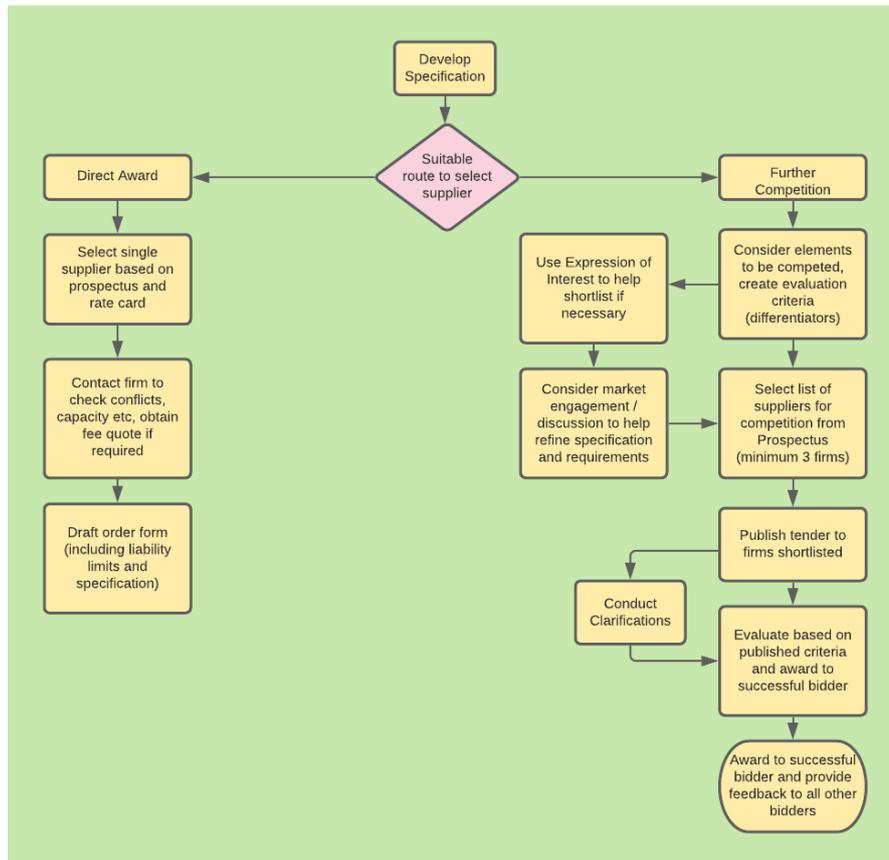


- A further competition is a process where you publish a requirement to a number of firms, and ask a number of questions requiring their bid responses within a set timescale. A successful further competition does not need to be complicated, or take a long time, but will take some planning and consideration.
- Typically, the requirement and the responses will be split between price and quality. You should then evaluate the bids in the way that you had set out in the invitation to tender, and award the Legal Services Contract to the highest scoring bidder.
- There are different ways that you can run a competition, and you should consult with your organisations' team that are responsible for legal procurement, or the CCS team to support if you have not run a competition before, or are not confident in running one.

4

Running a Successful Further Competition

Engaging Suppliers



Using an Expression of Interest

You should consider undertaking an 'expression of interest' or 'request for information' stage prior to any full tender, particularly if you are choosing to ask more than 3 firms to bid. This can provide basic details of the tender specification, or could simply be a headline or indicative timetable. This enables firms to who are not able to undertake the work to rule themselves out quickly, leaving fewer high-quality bids to evaluate overall.

You should not use this as a way to down select firms unless you are clear in your EOI the circumstances under which this may be a possible outcome.

Market Engagement

You should consider undertaking some element of market engagement (e.g. event, conference call or other two way or multi-way discussion). This will help the firms understand the matter better, and will help you develop the tender specification to run a more efficient tender and overall engagement. It will also serve to reduce the number of potential 'clarifications' that you will have in the formal tender process. This may be particularly important if it is possible that technology or other innovative solutions could be used to support your matter.

Capacity building and “co- partnering” relationships through engagement

It is possible to engage one or more firms under the Panel to meet recurring needs for legal services. The benefits of these are:

- you reduce the time spent setting up and agreeing terms on each piece of work, and setting up individual Direct Awards and the associated Legal Services Contracts;
- your team can build good relationships with the firm(s) concerned, allowing them to understand how you want them to engage and provide advice in the format that is required;
- you may be able to access additional information / support from a longer term relationship which could leverage better ways of working (e.g. digital solutions, phone a friend services, knowledge sharing etc.).
- the selected firm(s) can allocate appropriate resource (including named individuals if required).

If you wish to engage firms in this way, we recommend the following:

- Where at all possible, undertake a Further Competition and include a market engagement element prior to finalising your specification. You should make it clear in your market engagement how many firms you wish to have access to as part of the retainer arrangement and how many you have initially invited to tender.
- Depending on the volume of work that you are likely to require, you should have two or more firms on your rota. This will help mitigate any capacity and conflict issues that could arise with individual matters.

- Consider whether fixed fees or any other “alternative fee arrangement” is possible for individual matters within such an arrangement. This can provide cost certainty and improved efficiency.
- Work out how on-boarding each firm will work, so that they understand how you want them to work with you on an ongoing basis. Secondments can also be beneficial to help with this process, if that is possible.

Publishing your tender

You should send out your tender documentation to all of the firms that you wish to invite to the tender at the same time, except any that have ruled themselves out at the EOI stage.

Timescales

Set a time limit for the receipt of tenders which takes into account factors such as the complexity of the subject matter, time needed to submit tenders and resource availability.

A minimum of 10 working days should be allowed for a simple requirement and greater for more complex requirements. It should be noted that failure to give suppliers appropriate time to bid may result in a risk of poor tender quality and reduced chance of maximum savings. Customers are encouraged to plan their requirements appropriately in order to receive maximum benefit and value from any competitive exercise.

Clarifications

“Clarifications” is the term used for questions raised by potential bidders before the tender response is due.

You should always ensure that your tender process has time built into it for bidders to ask questions and for you to provide responses before the deadline of the tender process. For each clarification raised, you should ensure that you publish answers to all bidders where it is relevant to do so. Where a matter is commercially confidential to the bidder raising the matter you should only respond to that bidder, but consider whether a general clarification should be issued to all firms. The key is to ensure that all firms are provided with the same information under which to bid.

Evaluation of bids

Once tenders have been received a compliance check should be undertaken before evaluation begins to ensure that:

- the bid submitted is from the same Panel firm that is appointed to the Panel (check supplier matrix)
- Panel Firms have confirmed acceptance of the Panel Agreement and Legal Services Agreement order form terms and conditions (should a supplier propose any changes to the terms and conditions please notify CCS of the non-compliance)
- mandatory questions are answered
- all documentation is completed and attached as requested in the invitation to tender
- there are no missing pricing information and that all pricing information has been completed in line with the requirements of the tender
- the Panel maximum rates have not been exceeded.

- If the supplier fails the compliance check then their bid should not be considered further and the supplier should be informed accordingly. If your compliance checks uncover that there has been anything wrong with the bid process, you should take advice on whether you should re-run the process.

Quality Evaluation

You should always evaluate quality scores without seeing the commercial scores.

To evaluate the Quality questions, typically 2-3 people should evaluate each bid separately, and then discuss and agree a consensus opinion on the relevant scores for each question. The evaluators should not have any conflicts of interest in the matter, and should have an understanding of the subject matter.

Price evaluation

Separately, the commercial scores should be opened, and compared to each other. Where qualitative scoring on a question is required, you should consider whether you should have a number of commercial evaluators. However, for the most part scores can be evaluated based on the pricing evaluation, so this may not be necessary.

Abnormally low tenders

Where a tender appears to be abnormally low in relation to the requirement you should seek an explanation of the price / costs in the proposed tender from the supplier and then assess the information provided. If the evidence provided does not provide a satisfactory explanation then you may be able to reject the tender. Legal advice should be sought prior to rejection.

Post tender clarification / negotiation

Under the Public Contract Regulations 2015, you are not permitted to undertake post tender negotiation.

Post tender clarifications may be necessary during the evaluation of tenders where there are aspects of the bids which are unclear or contain minor errors. Where post tender clarification is undertaken this needs to be transparent and auditable.

You will need to liaise with your commercial team / legal advisors for further advice.

Contract Award and Feedback to bidders

When you have received approval of your decision to award the Legal Services Contract to the successful bidder, you should update the draft order form with the relevant place-holders, and send an award letter to the successful bidder, and letters to those unsuccessful bidders. If you have chosen to use a “Standstill” period you should state in the standstill letters that the results are subject to anything arising in that period, and that the contract will be awarded after the end of that period.

When to send the LSC to the Supplier

Direct Award – when you have agreed that they will be able to do the work, you should send the completed LSC to the firm for signature at that point.

Further Competition – you should provide a draft LSC with the documentation for tender. You should then populate a final version for the successful bidder when you are awarding the matter to the successful bidder, for them to sign.

Legal Services Contract order form (LSC)

The Legal Services Contract is made up of the Contract Order form and Terms & Conditions, and the template documents are set out in Schedule 8 of the Panel Agreement. Prior to sending the Order Form to the Panel firms (either for a direct award, or as a document within your further competition) you should complete as much of the detail as you can, using the embedded guidance notes for assistance. In particular, you should ensure you consider and complete the Expenses and disbursements (para 2.5) and liability limit (para 4.1) sections of the Order Form prior to sending it to the Panel Firm(s).

When you are appointing the successful Panel firm, you should ensure that you have a Legal Services Contract signed by the Panel firm you are using and an authorised person within your organisation before any work is undertaken by the firm. You can find the template document for completion on the Crown Commercial Service website [here](#).

Guidance on completing the LSC

Within the LSC, there are items which are highlighted in yellow which you should consider and amend as required. Guidance is provided in the document, but a few key areas of guidance are set out below:

- **Liability Limits** - 7.1 of the Legal Services Contract
- **Insurance** - 7.2 of the Legal Services Contract
- **Fee Mechanisms and Charges** – The default position for daily rates are that they apply after 8 hours of work, and monthly rates apply if a fee earner works 20 days per month of over 8 hours a day.

- **Base location** - You need to specify your base location in the tender. Suppliers are obliged to provide all travel costs, travel time and fee earner subsistence at no cost, unless expressly agreed within your Legal Services Contract
- **Secondments** - If you are likely to use a secondment as part of a larger Legal Services Contract, you will need to indicate as such in the order form. If you have a secondment separate from a call off, you can use a secondment agreement without a LSC.

The LSC shall include (as a minimum):

- Contract start date
- Contract end date
- Contracting Authority
- Specification
- Potential extension period
- Pricing (maximum rates apply for direct award)
- Benefits
- Liability Limit

Publishing your contract on Contracts Finder

Where a public contract (in excess of £10,000) is awarded, within 90 days of contract award, you should publish details on Contracts Finder. If you are using a procurement portal with the help of CCS or your commercial team, this will be completed as part of that process.

Otherwise, you manually upload at least the following information:

- name of the supplier
- date on which the contract was entered into
- value of the contract
- whether the contractor is a SME or VCSE
- Awarded via RM3787 Finance & Complex Legal Services

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Contract Management and Exit

Following the award of a contract you should follow good commercial contract management practice commensurate with the matter to ensure that you are able to monitor the suppliers' performance of their obligations. Typically this should include:

Review supplier performance

It is important to hold regular contract management meetings where appropriate with the Panel firm to ensure both parties understand their responsibilities and that they are fulfilled in accordance with the contract.

Contract variation

You may need to vary the LSC. To do this you will need to follow the variation process as detailed in the contract order form. You may wish to speak with your commercial or procurement team for further advice.

Sharing best practice

You should provide details of best practice with CCS and/or GLD so that it can be shared across the public sector. Also, if you have any feedback on the performance of the Panel firm, please contact CCS or GLD's relationship manager.

Knowledge transfer

Knowledge transfer should be built into any contract to ensure that future reliance on external suppliers is minimised and the building of internal capability is maximised.

Exiting the contract

You should consider what you may need prior to the contract start, and complete the Order Form (Paragraph 3.10) accordingly. You should start preparing for the end of the contract in advance of the expiry date. You may need to consider how you will:

- ensure the transfer of any data from the supplier to your organisation
- end any joint arrangements with suppliers
- complete any work started by the firm but not completed by the end of the LSC
- share any knowledge or lessons learned from the supplier
- collect passes from suppliers (if applicable) and/or return suppliers' equipment (if applicable)
- remove or dispose of any unwanted item

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Other guidance areas

Secondments

Panel firms are required to undertake two secondments per year at cost price for up to 6 months each, and may be able to undertake other secondments if they have suitable staff available. These can be used to work on specific matters, or to support the work for your department or team more generally, and can be a great way of helping build more strategic and effective relationships with the law firm offering the secondment.

Should you wish to request a secondment, we recommend you do the following:

- Engage with Panel firms on a direct award basis, to speed up the process.
 - Select the Panel firm(s) you wish to ask – If you want them to work on a matter where a Panel firm is already engaged, you should ask for someone from that firm. Otherwise, please select by reviewing the prospectuses.
 - Write a brief specification of the sort of skills and experience you would ideally like, what sort of work they will be doing, and how much supervision from the firm you are expecting.
 - Please also consider the logistics of how you wish the secondment to work (e.g. full time, or part time, location and duration, IT requirements). The more flexible you can be with these, the more your request is likely to be possible.
- Contact your first shortlisted firm to see whether they can fulfil your request, and discuss possible available alternatives. If that firm is unable to provide a secondee, contact the next firm on your shortlist. We do not recommend that you compete these matters formally.
 - Agree the pricing, and complete a secondment into the Civil Service Agreement with the relevant details.

Sensitive, Secret and Top Secret information

If you need to share sensitive information to one or more suppliers prior to a Legal Services Contract being signed, you should consider asking the supplier to sign a non-disclosure agreement prior to sharing that information. In the case of a further competition the non-disclosure agreement should be signed at the start of the procurement process by all firms that you wish to invite to bid for that further competition.

If the subject matter of the services will require the firms' staff to have access to Secret or Top Secret information they will need to demonstrate that they hold (or agree to obtain) the required level of security clearance before receiving access to such information. Guidance in relation to the types of security clearance required is available here.

Please note that firms may already have some members of staff who hold the relevant security clearance, but may need others to go through the process before they can start work. You should consider the following:

- Ensure that the relevant level of clearance is actually required – e.g. it will be rare, for example that counter terrorist check (CTC) clearance would be required for a legal advisor. Seek appropriate advice from your security adviser. For Central Government you can find further information and contact details for the GLD security team through the GLD intranet pages.
- Consider whether it is possible to extract any top secret or secret information from the information shared to reduce the risks.
- Consider where the base location for the work will be and whether the firm can use their own IT equipment or whether they need to work from your offices, using your IT.
- Working without a Legal Services Contract
- Under the Panel terms, suppliers should sign LSCs “promptly and without delay” after receiving an order form. While there are occasions where clarifications may be required, you should not ask the supplier to undertake any work prior to signing a legal services agreement



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Value added service

Know-How

Suppliers are obliged to make available to you, on request and at no charge, know-how (including printed publications, e-briefings, webinars and invitations to briefings, seminars and events), as well as any legal resource available to the Supplier.

Knowledge Transfer

Suppliers are obliged to facilitate a knowledge transfer at the end of each Legal Services Contract, including the preparation and supply of document bibles.

Meeting Rooms

The Supplier must make available, if required, three serviced meeting rooms including refreshments in Central London (Zones 1 and 2). The Supplier must also provide virtual and physical storage as well as “data rooms” as requested by Panel Customers. The Supplier must also have available and maintain internet, telephone and video conferencing facilities and their use must be at no additional cost to the Panel Customer.

Document Production/Photocopying

Suppliers are obliged to provide all document services free of charge.

Travel costs and time and lawyers' subsistence

These are included in Panel Prices unless you choose to pay them payable under the terms of the call off contract. If you choose to pay travel and subsistence, these will automatically be capped at Civil Service rates.

Training

Suppliers must provide to the Authority a minimum of 1 day of free training in every Contract Year throughout the Panel Agreement Period. This training may be bespoke or from the Supplier's current portfolio.

Secondment services

On request by GLD, and subject to the Supplier having accepted at least one Order under the Panel Agreement, Suppliers must make available a minimum of two suitable secondees per Contract Year as selected and agreed from time to time between the Supplier and the Panel Customer. Secondees must be seconded for a minimum of six weeks to support the delivery of the Ordered Panel Services.

Exchange scheme

On request by GLD, and subject to the Supplier having accepted at least one Order under the Panel Agreement, the Supplier must make available suitably qualified and experienced Supplier personnel for a minimum of one exchange scheme per Contract Year across the Panel Customer base, in exchange for an equivalent number of Panel Customer personnel to work with the Supplier.

Contact us

If you have any questions or queries relating Finance and Complex Legal Service framework or buying process please contact:

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