



# General Legal Advice Services (GLAS)

Customer guidance (RM3786)



Crown  
Commercial  
Service

Panel Title	General Legal Advice Services (GLAS)
Panel Reference	RM3786
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Accessible to	All Ministerial and Non Ministerial UK Government Departments, including their Executive Agencies and other subsidiary bodies (full details in the OJEU Contract Notice)
OJEU Contract Notice	2016/S 174-313246
Contact details	<b>E:</b> info@crownccommercial.gov.uk
	<b>T:</b> 0345 410 2222
CCS Website and further documents	<a href="https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3786">https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3786</a>

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# 1

## Introduction

**This guidance is designed to help customers buy Legal Services through the General Legal Advice Services (GLAS) Panel (RM3786) (the “Panel”) quickly and efficiently.**

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

### Background

The Panel has been established by CCS in partnership with the Government Legal Department to provide a simple and legally compliant route to market for the purchase of a wide range of legal services requirements across 23 mandatory and 12 optional specialisms.

The Panel includes 12 firms on Tier 1, and 6 firms on Tier 2 and is to be used as the default route to market for all Central Government Departments and their Executive Agencies, and is also enabled for Government companies and specified key arms-length bodies.

Full details of all bodies eligible to use this Panel can be found in the OJEU contract notice 2016/S 174-313246

All relevant documentation relating to this Panel can be found on the CCS website detailed at the beginning of this document.

### Features and benefits of the Panel

- Provides a flexible route to market by using either a direct award to one firm, or by undertaking a further competition between a number of firms.
- Hourly, daily and monthly rates available, with further ability to agree alternative fee arrangements or request rate reductions.
- Panel firms are under specific duty to minimise costs, maximise efficiency and seek further innovations throughout their engagements.
- Standard terms and conditions agreed by all Panel firms, offering bespoke terms specifically designed for Central Government.
- Access to further value added benefits, including free training sessions, secondments, staff exchanges and free legal advice.

# 2

## Panel Scope

The Panel firms can provide advice in relation to the following specialisms

### Mandatory Specialisms

- Public Law
- Contracts
- Competition Law
- Construction Law
- Corporate Law
- Dispute Resolution
- Employment Law
- Environmental Law
- EU law
- Information Law including Data Protection Law
- Information Technology Law
- Intellectual Property Law
- Litigation
- Non-complex Finance
- Outsourcing
- Partnership Law
- Pensions Law
- Planning Law
- Projects / PFI/PPP
- Public Procurement Law
- Real Estate and Real Estate Finance
- Restructuring/Insolvency
- Tax Law

### Optional Specialisms

- Education Law
- Child Law
- Energy and Natural Resources
- Rural and Environmental Affairs Food
- Health and Healthcare
- Health and Safety
- Life Sciences
- Public Inquiries and Inquests
- Franchise Law
- Telecommunications
- Law of International Trade
- Investment and Regulation
- Public International Law

Further detail in relation to each Specialism is set out in Schedule 3 of the Panel Agreement<sup>1</sup>, and a list of which Panel firm provides each Optional Specialism can be found [here](#).

<sup>1</sup>This can be found in the Documents tab of the CCS Website, entitled "RM3786 Panel Services V4.0"

## 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 has been established for the provision of advice under the law and jurisdictions of England and Wales. In addition suppliers are required to be able to provide advice on Scottish law where required.

The Panel also covers buying foreign law advice in any of the Mandatory Specialisms, and the Optional Specialisms (if a Panel firm provides them). Please note that firms' have differing capabilities to provide advice in other jurisdictions in different areas of law. A list of the capability of Tier 1 Panel firms in key jurisdictions as detailed in their [corporate websites](#) but we suggest that if you have a requirement, you refer to separate guidance prior to engaging a firm.

Public International Law and Law of International Trade are Optional Specialisms under the Panel. If you have a requirement for these specialisms you should only contact the firms who are noted as providing that specialism.

## Panel timeframe

The Panel Agreement has been extended to 28 February 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 intend to replace this Panel prior to the Panel Agreement expiry date, and will publish further details nearer the time of this Panel's expiry.

## Panel Rates

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

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.

Each Panel firm has set out its rates for each grade of Supplier Personnel for hourly, daily and monthly time periods. While there is scope for discounts against those rates, Panel firms are not able to charge in excess of them.

You can download a copy of the panel rate card directly from our [eSourcing suite](#).

## Supplier List

There are 12 firms or consortia on Tier 1 and six on Tier 2, as listed below.

### Tier 1

- Burgess Salmon LLP
- Linklaters LLP
- DAC Beachcroft LLP
- Mills & Reeve LLP
- Dentons UK and Middle East LLP
- Pinsent Masons LLP
- DLA Piper UK LLP
- PwC Consortium
- Eversheds Sutherland (International) LLP
- TLT LLP
- Gowlings WLG (UK) LLP
- Womble Bond Dickinson (UK) LLP

### Tier 2

- Bevan Brittan LLP
- Hogan Lovells International LLP
- Browne Jacobson LLP
- Simmons and Simmons LLP
- Field Fisher Waterhouse
- Slaughter & May



## Requirement to bid

Suppliers are required to bid for all opportunities that they are offered unless:

- They have a conflict of interest which cannot be mitigated to the Customer's satisfaction
- They do not have adequate resources available to provide the services to the required standard
- They do not have the required level of expertise in the specific area of legal practice required

The Panel firms all report on a Key Performance Indicators for the number of opportunities that they decline, and CCS / GLD monitor these to ensure that the Panel provides suitable coverage for the Customer's needs.

Please see below for details on the things customers should consider when deciding which firms to invite to bid.

## Use of Tier 1 Panel Firms

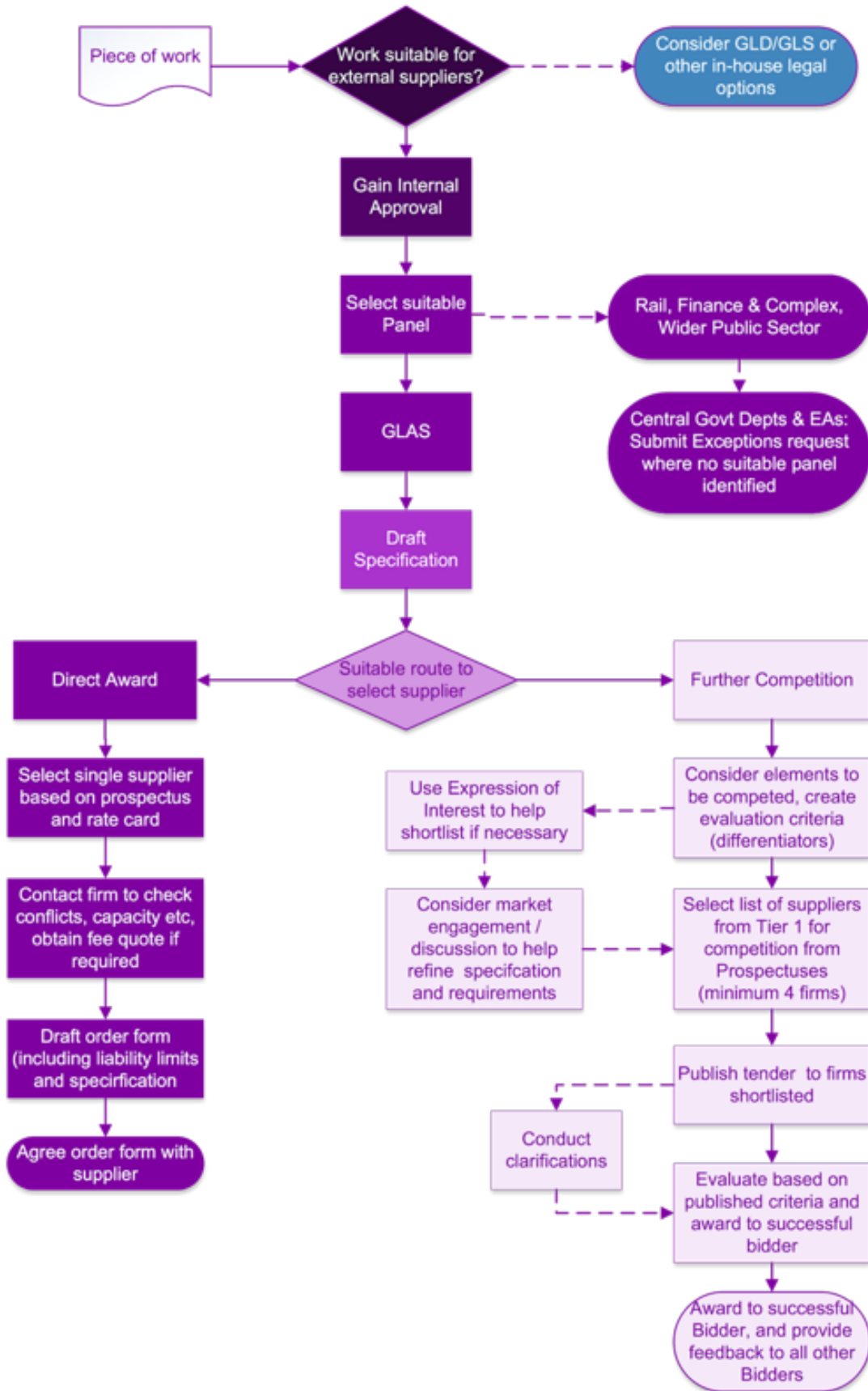
The Tier 1 firms should be the default starting point for any new matters, as Tier 2 was established only in the circumstance that Tier 1 did not have sufficient capacity or capability.

You must consider and eliminate all Tier 1 firms before you consider or approach a Tier 2 firm to provide the services.

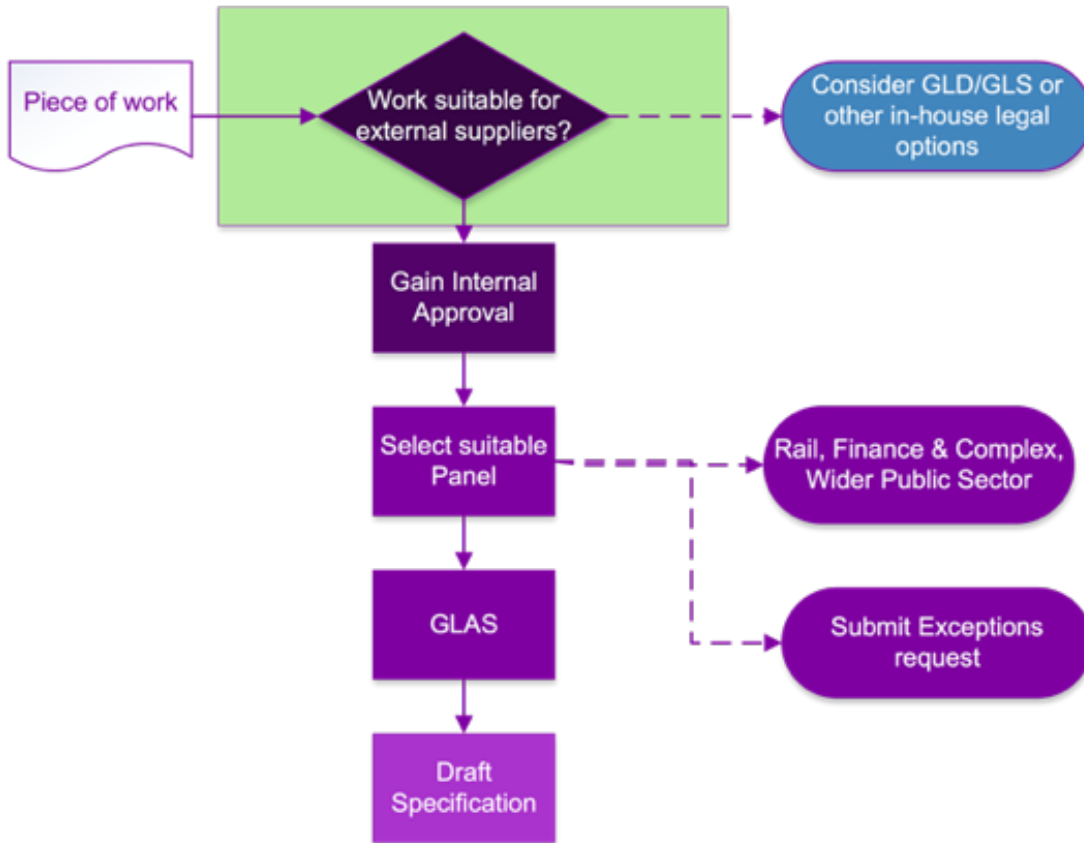


# 3

## Procurement process

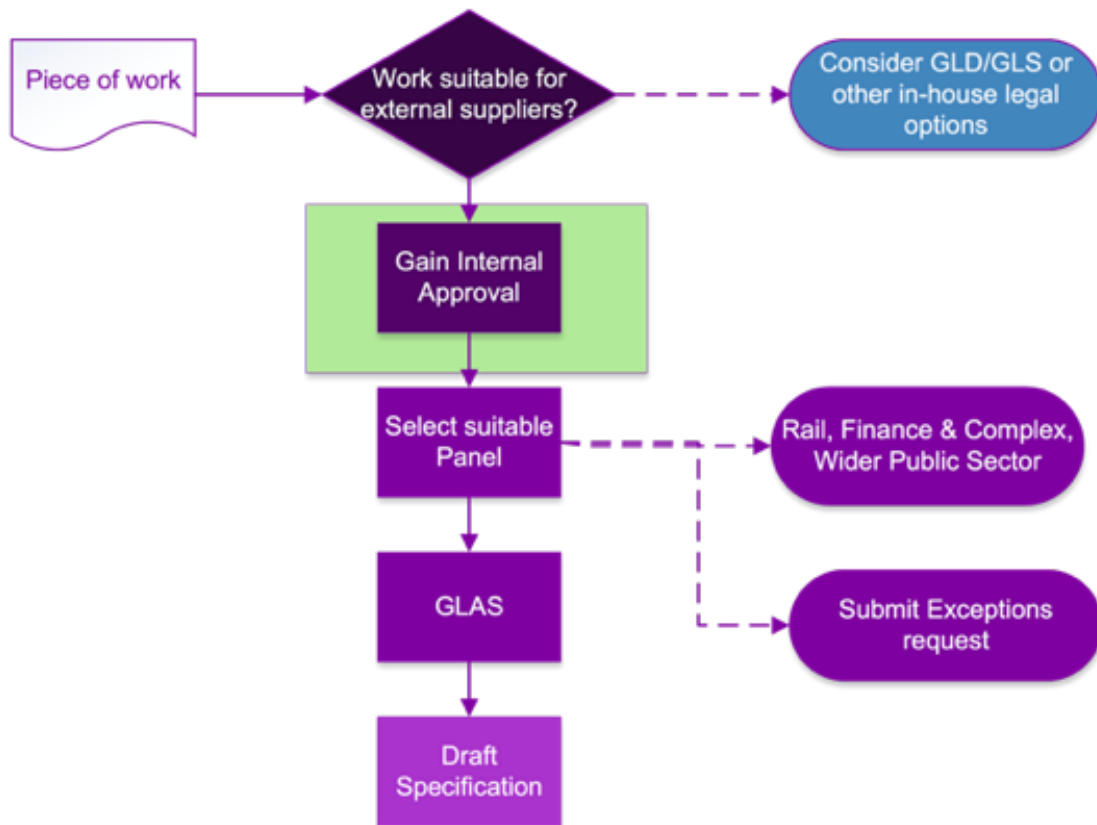


### Is the Work Suitable to be completed by an external firm?



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.

The nature of the approval process depends on the organisation that you work for, and guidance for this can generally be found on your organisation's intranet site. Alternatively, your commercial or procurement team will be able to advise you. It does help to ensure that your request for approval sets out where it would like flexibility (e.g. in the way that you select a firm), so that you reduce the likelihood of further delays caused by needing re-approval.

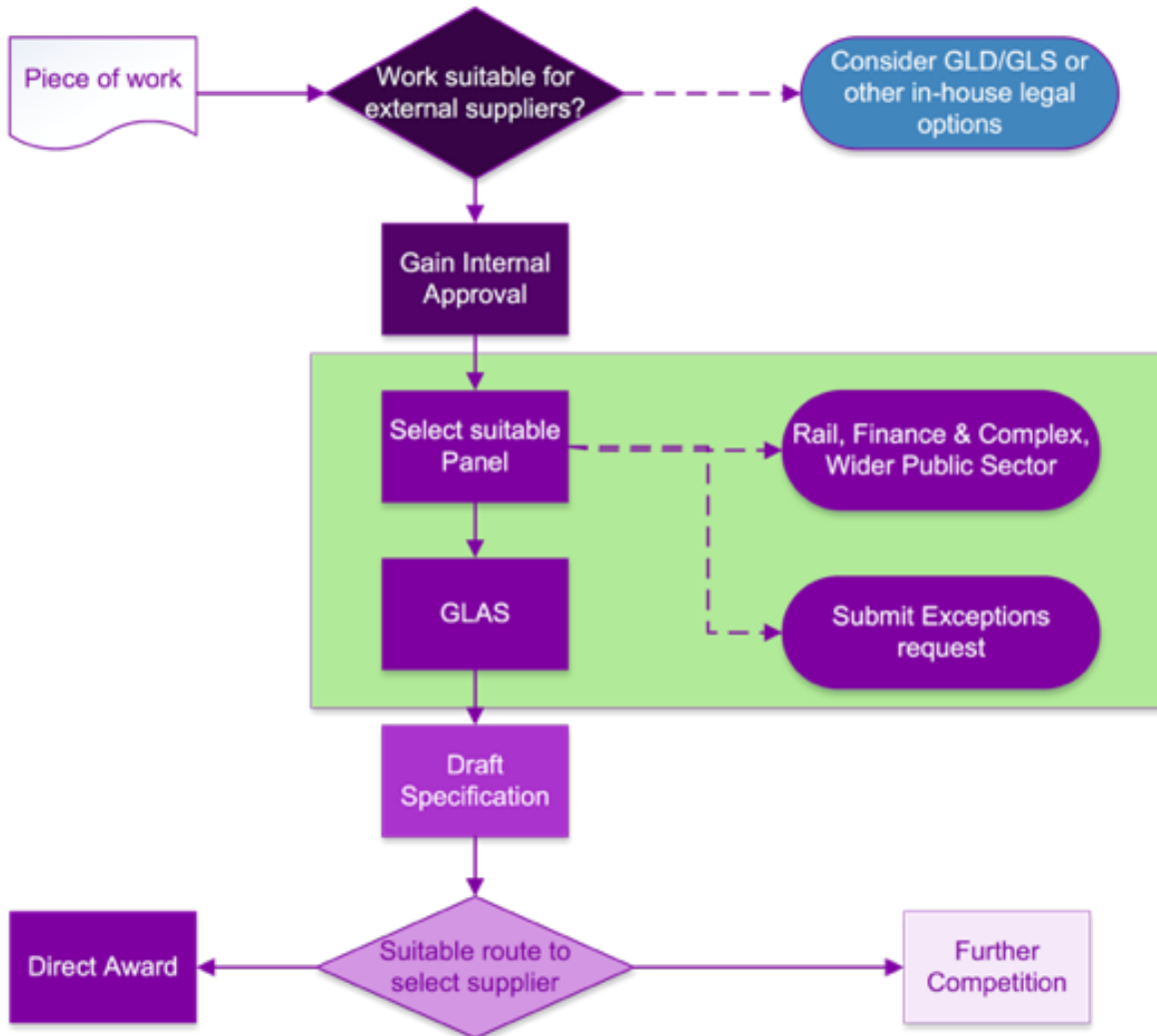
In most cases, you are likely to need a business case and budget approved by the relevant stakeholders, and you should consider engaging the following people:

- 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 will 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 \(Rail\)](#) or [RM3787 \(Finance and Complex\)](#) panels are more suitable, or in the limited circumstances set out in the Exceptions Process (see below).

### Arms Length Bodies

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

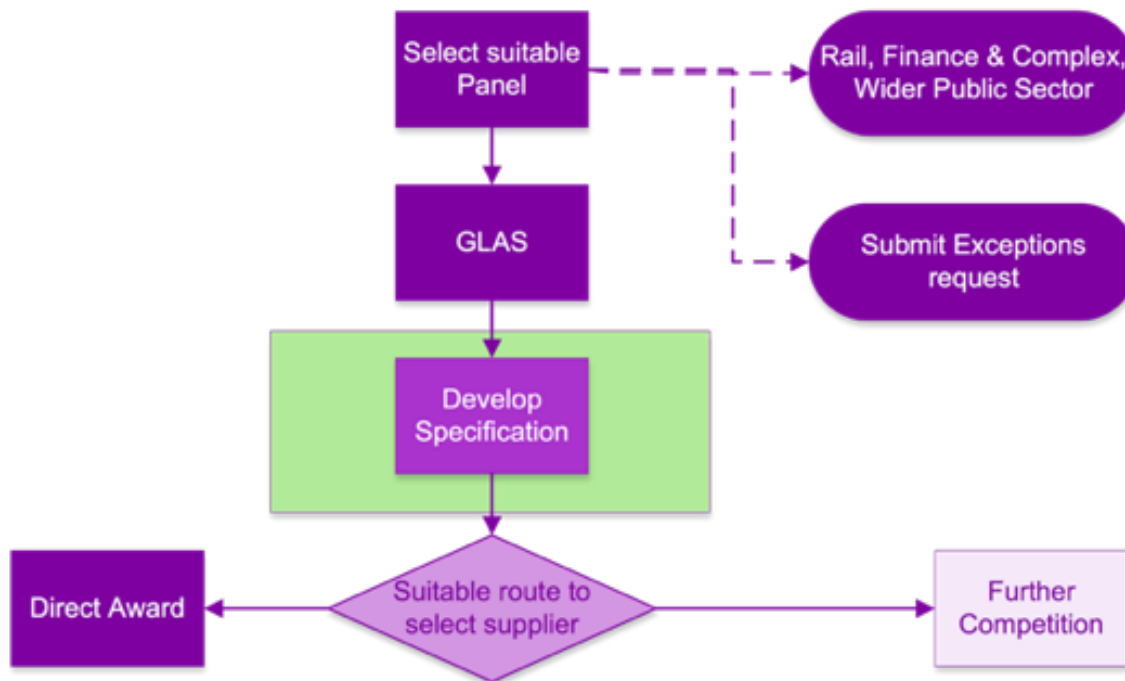
You should consider first whether your organisation is eligible to use the panel in question, and then use the relevant documents to confirm whether the panel scope is suitable for your needs.

If you are unclear, refer to the panel manager at CCS detailed in the contact information on the web pages for the relevant panel.

### Exceptions Process

Any Central Government Department or Executive Agency considering using legal firms outside of these panels must follow the Exceptions process including demonstrating that using an off-panel firm represents better value for money than using the Panel. Details of the Exception Process can be found in the [Appendix](#).

## Develop the Specification



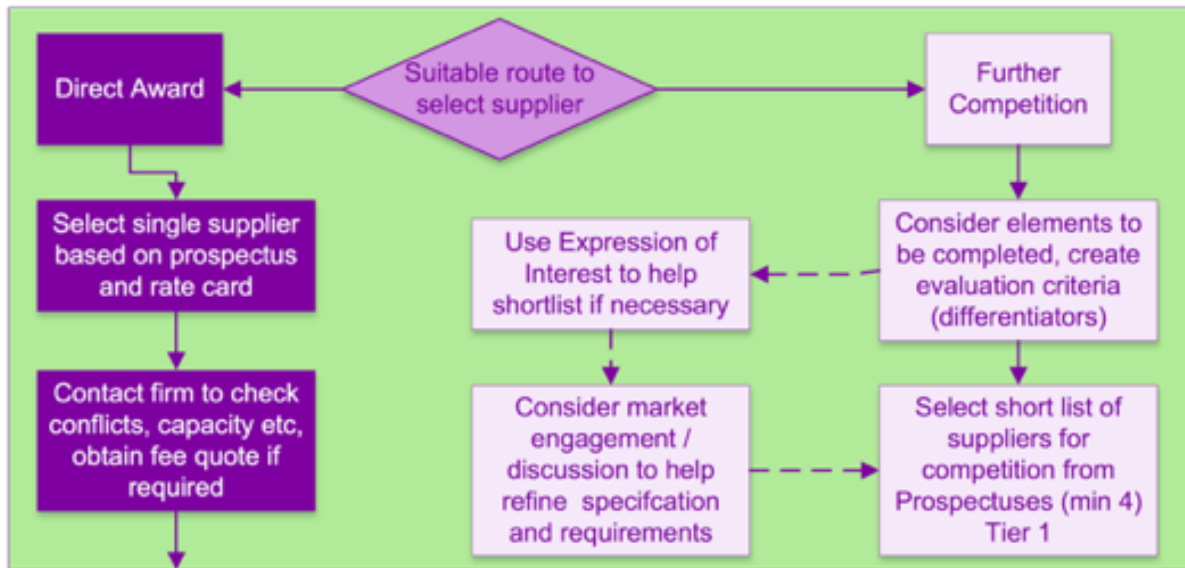
A specification is a statement of the requirements to be met by the Panel firm, and this will form the basis of your procurement, and the later call off Legal Services Agreement that will be signed with Panel firm that you engage. The better the specification for the work is, the more able the Panel 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.
- 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.
- Consider whether you are likely to want a secondee 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
- 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



Under the Panel, there are two mechanisms to instruct suppliers:

- Direct Award to one firm, or
- Further Competition

The key difference between the two is that the fees for a Direct Award should be based on panel rates or alternative fee arrangements (AFAs) based on those rates, whereas suppliers may be able to offer discounted rates in a Further Competition.

Either method is compliant with the Panel providing you do the following:

- follow the process set out in Schedule 5 of the Panel Agreement, as summarised below;
- take into account the time and costs it will take to run a further competition – for both you and the suppliers, particularly in the case of relatively small amounts of work (we recommend that for work estimated to cost under £50k you consider a direct award); and
- follow the principle that all panel firms are treated fairly and equally.

In all cases, the Customer undertaking the engagement is the body responsible for the compliance of that process. Therefore, you should ensure that you are complying with your own departmental governance processes prior to engaging a supplier, and take any legal advice that you feel is appropriate when deciding on the type of award procedure, drafting the tender documentation, call-off contract, pricing schedule and award questions.

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

**You should consider a Direct Award if:**

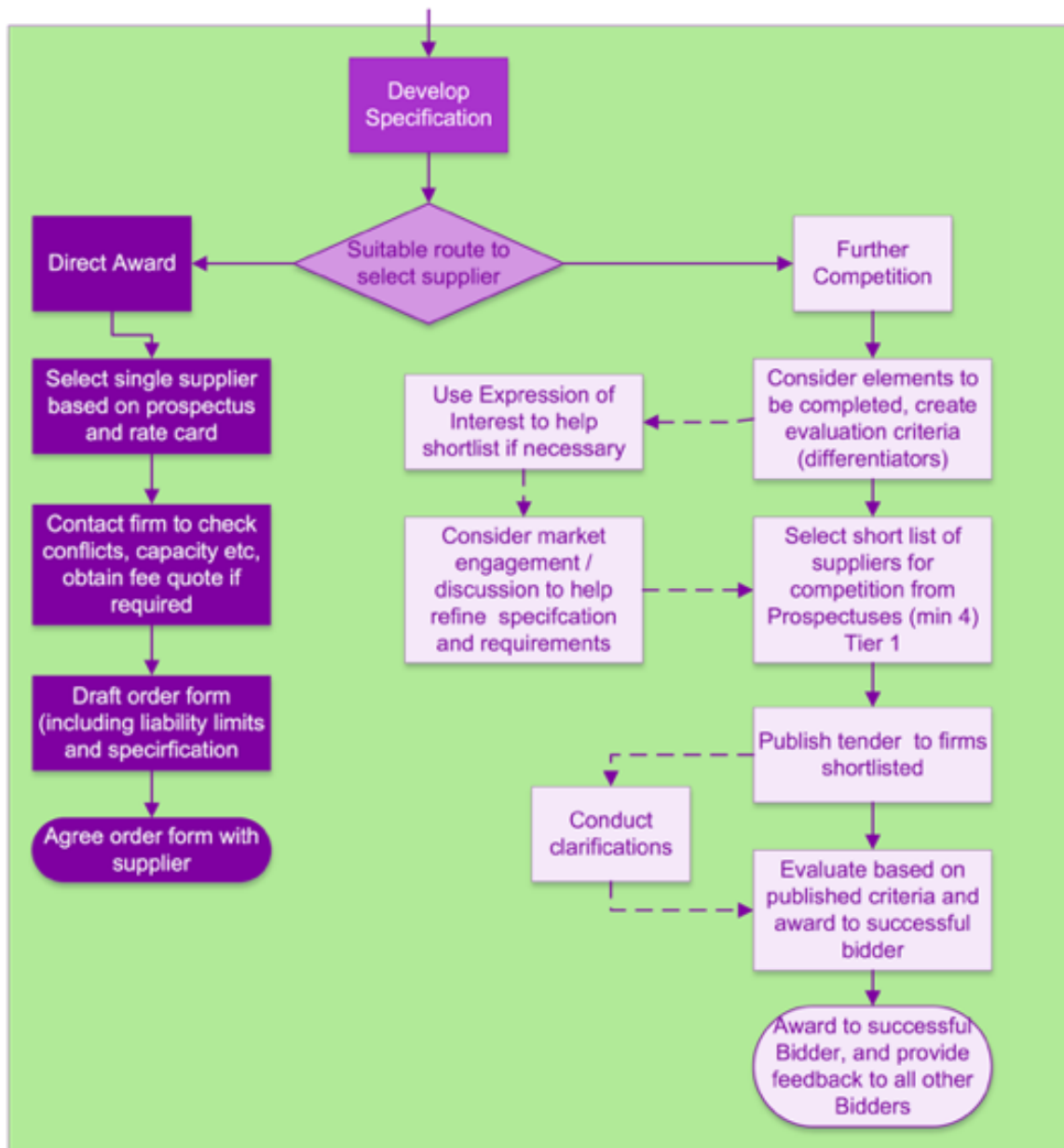
- You feel that the cost of a full procurement process (including the bid costs of the suppliers you ask to bid) is likely to outweigh any savings that you could get from a competition for the matter. Typically, you should consider this route if you expect the legal fees to be lower than £50k in total.
- You need to engage a firm relatively quickly, and don't have the time to undertake a Further Competition procedure.
- You are satisfied from the prospectuses that the firm selected has the relevant expertise to perform the work to the requisite standard, and represents effective value for money.
- You require short term secondments (see "Secondments" section below)
- Your previous engagement with the Tier 1 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 should consider a Further Competition if:**

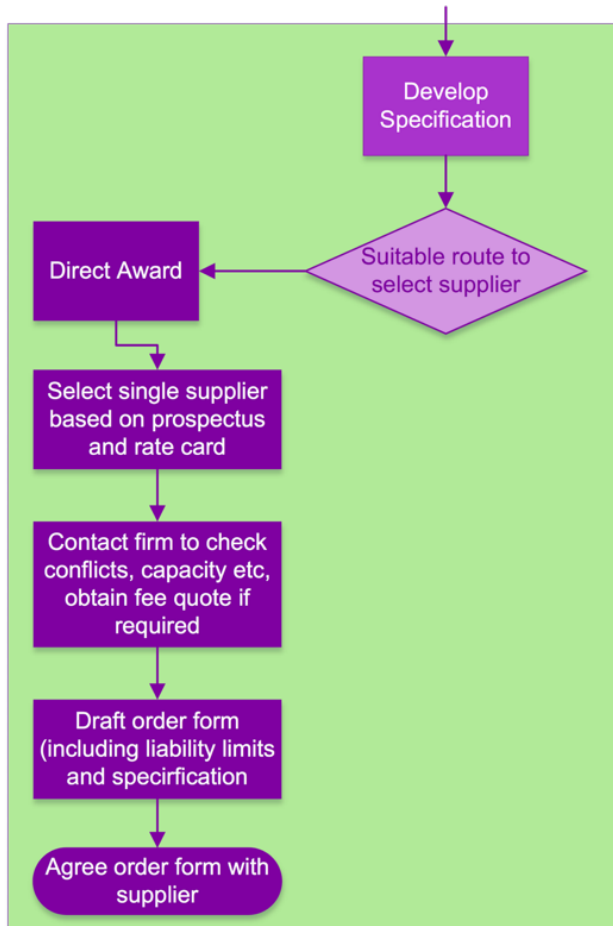
- You have a number of smaller matters that you can aggregate up to a larger call off (see "Retainers" section below).
- You feel that a competition will be able to demonstrate savings against the panel rates that will exceed the costs of the time spent in running the procurement.
- There are a number of firms that you feel could undertake the work to an acceptable quality standard, in around the same amount of time.
- You are seeking to understand the different ways that firms could approach the matter, and the benefits each could have (e.g. use of automation or process workflows for more routine matters).
- 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.
- Your matter will be ongoing for a number of months or even years
- You wish to engage a number of firms in the Legal Services Contract call off(s) as a result of the competition (e.g. as a mini panel for ongoing services).



## Engaging Suppliers



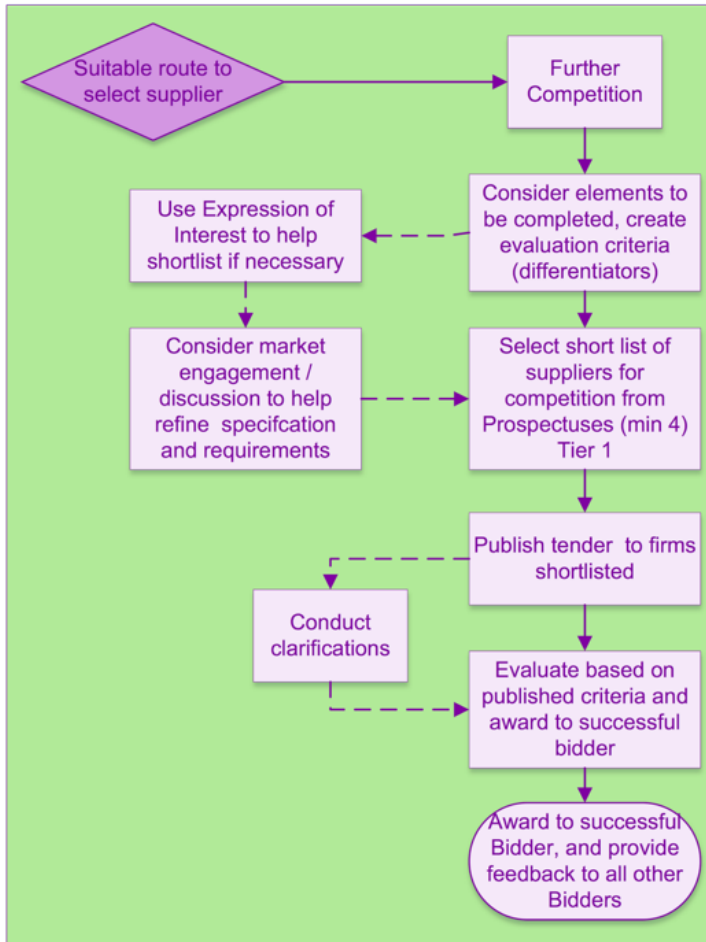
## A) Direct Award process



- Review the relevant sections of the prospectuses of the Tier 1 Panel firms and select the firm that best demonstrates that they can meet your specific requirements.
- 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.

## 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. For further details please see below in Section 5.

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.

## Documentation for a Further Competition

Typically, you should ensure that you have the following items in the documentation for your Further Competition.

- Invitation to tender – a covering note stating basic details about the tender (including the basis of evaluation) and tendering timescales.
- Terms of participation – the terms under which firms are asked to bid
- Specification (statement of requirements) – see guidance above.
- Legal Services Contract Order Form – this should be completed considering all of the options set out in the highlighted areas of the draft order form, with placeholders for anything where you are expecting to include the successful bidder's response to be included. In particular, you should ensure that you are clear about the limit of liability that you expect the final Legal Services Contract to hold.
- Response guidance (award questionnaire) - key questions that you are going to ask for quality and pricing, and details of the scoring mechanism and process for evaluating the bids.
- Pricing schedule – a template (usually in XLS) for the inclusion of the supplier's pricing scores)
- Non-disclosure agreement (if applicable)

There are no mandated versions of these documents, as many customer organisations have their own templates to use, or refer back to documentation used in previous competitions. CCS also have standard documents that they use in many of the competitions that they use. The most important consideration is that your documents are as clear and concise as possible, and that you build a process that adequately weighs up the quality and price criteria suitable for the subject matter of the legal work that you require.

## 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 Agreement 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 [here](#).

## 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.

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

## 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** - You should ensure this is sufficient for your needs, considering the financial impact of relying on poor advice. The appropriate limit will depend on the complexity of the matter, the advice to be provided and the level of internal expertise and supervision available. You should ensure that the liability limit is set out in the draft order form sent to suppliers as part of the specification. . Only in rare circumstances should you request unlimited liability from the firm.
- **Insurance** - You should consider the amount of professional indemnity insurance that you will need the suppliers to hold. In most cases, this should be in line with the liability limit, but in cases where you have asked for a high limit of liability you should consider asking for specialist insurance advice. Firms are required to hold £10m insurance, although higher amounts may be available for certain matters.
- **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. This is generally where the majority of the project team will be, and where face to face meetings will occur. You should consider how much travelling you will be expecting the successful firm to undertake, and how much they can reasonably undertake the work from their home office.
- **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 [[link to secondment agreement and guidance](#)] without a LSC.

## 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
- Redacted contract document

# 4

## Contract management and exit

Following 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:

- Ensuring deliverables are received in line with the specification, and to a sufficient quality.
- Queries are managed and issues escalated.
- Updates and reports are provided as required, and contract review meetings attended.
- Scope changes are considered and managed.
- Resources allocated to the matter are appropriate and agreed (e.g. is the right mix of different fee earners used on the matter, is the firm working efficiently on the matter).
- Invoicing is correct (including application of the correct fees and rates).
- Work is being undertaken in line with budget expectations.
- Are any value added services and/or innovations being thought about through the life of the LSC.

Central Government departments should follow the principles of strategic supplier relationship management issued by the Government Commercial Organisation.

### 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 items

Where you expect to use suppliers' technology solutions, please ensure that you have taken advice in relation to how to exit those services at the end of any call off LSC.

You may wish to consider holding a lessons learned meeting to explore what went well and what did not go so well so learning can be incorporated into future contracts.

If you need to end the contract early, you should follow the exit process detailed in the legal services contract.



# 5

## Running a Successful Further

### Competition

#### Select a suitable Tender Evaluation Methodology

Typically, tenders are evaluated on a mix of quality and commercial criteria, as it is best practice to select the “most economically advantageous tender” (MEAT).

For most cases, evaluation criteria are set up with weightings for quality and cost. The weightings will depend on the relative importance of each to your matter, and how specialised the matter is.

There are cases where other methodologies can be suitable, depending on how specialist or price sensitive a matter is (e.g. evaluating quality first and only evaluating the commercial scores of the top 2-3 firms for quality; providing a benchmark quality score and selecting the firm with the best commercial score which achieves that benchmark).

The GLAS Panel allows for different methodologies to be used, provided that the methodology is communicated to the firms invited to the tender, and it is followed by the evaluators.

### Evaluation Criteria

Your further competition should focus the questions and response requirement on criteria that is specific to your matter, which will differentiate between the firms.

The GLAS Panel has been selected through an OJEU compliant procedure and Panel firms have been selected when they have met certain quality criteria, and many general standards are set in the Panel Agreement (e.g. security, insurance, contract management). The Legal Services Contract (and

in particular Clause 3) has general requirements on firms which should be considered when building your criteria (including knowledge sharing, management information).

- **Pre-Qualification questions** – in rare occasions you may have questions which are important enough to be “pass/fail” criteria. These should be set out either at EOI stage, or separately in your tender, so that firms can quickly identify if they can achieve this criteria. Such things could include having relevant immediate security clearances (see below).
- **Quality evaluation questions** – For the quality evaluation questions, you should consider those questions that will answer the important questions for your engagement, and those which will differentiate between the firms. Typically 4-5 questions, each weighted for their importance to you should be sufficient.
- **Scoring of questions** – typically each question should be scored in line with a published guide, usually with scores from 0 (non-compliant) to 100% (fully compliant and best practice). There are several similar scoring mechanisms, and your organisation may have a preferred method. Typically, having 2 or more stages in between is standard. You should describe generally what is required evidence for a bid to achieve each score, and you should make it clear if there is any score (either individually or combined) which would make the bid non-compliant overall. When scoring you should always consider any scores against these criteria carefully to ensure you are being as objective as possible with each bid.



- **Interview stage** – If you intend to undertake an interview stage you should carefully consider the questions that you ask, and ensure that all firms are treated fairly. Typically, the interview stage should not account for more than 10-20% of the overall scores.
- **Commercial evaluation** – you should consider whether it is possible to ask firms for fixed or capped rates for the matter, which provide an overall cost for the matter, or any other type of alternative fee arrangement. If you do decide to use time and materials rates, consider how you will score between hourly, daily and monthly rates for your matter and between fee earner grades. You should also consider how to ask the firms to demonstrate their ability to use time efficiently to ensure continued value for money.

### Selecting a shortlist of Panel firms for a competition

You should review the prospectuses of the Tier 1 firms in the relevant areas of specialism that you need, and select at least four firms to take part in the competition. There is no requirement to send each further competition request to all 12 Tier 1 firms unless you are unable to assess the best firms to bid, based on the prospectuses.

### 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 4 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.

### 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.

### 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 do to 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

You should always follow the evaluation process that you set out in the tender documentation. You should not exclude or change the scores for any firm from any competition process if you have not been clear in the criteria of when and on what basis you may do this.

You should maintain clear records of decisions made and the rationale for scores given, including any changes made while agreeing between evaluators at consensus meetings. This will provide evidence of objective scoring and will enable you to provide meaningful feedback as required.

### a) Starting Evaluation

When you receive the tenders, you should open them all together after the deadline for their submission has passed. To evaluate the bids, you should first check that all bids are compliant and exclude those that are not, then pass the quality question responses for all compliant bids to the evaluators to assess.

### b) Compliance checks:

You should 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.

### c) Scoring bids

#### • Quality

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.

### **Overall award**

Once you have the agreed quality and price scores, you should put these together to establish which bidder(s) have been successful, using the criteria that you have set in the tender documentation. You should document the evaluation process and outcome and be used as the basis for approval by your stakeholders.

Each customer organisation should follow their own reporting process and approval process prior to advising the bidding firms of the outcome of the tender.

### **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.

### **Award letters (*letters to the successful and unsuccessful suppliers*)**

Within the award letter you should provide details of the successful bidder’s scores.

Customers have an obligation to provide written feedback to the unsuccessful bidders within 30 days of the date of an award. This feedback should include the successful bidder’s overall score, the unsuccessful bidder’s score overall, and a full breakdown of their individual scores, with short positive and constructive comments about their bid which will demonstrate why the evaluators have scored them as they have.

Unsuccessful bidders can use their learning for future tenders, especially where they have taken a long time to put their proposals together. Where possible, you should provide them positive and constructive feedback for each section of the evaluation. In some cases, a firm may ask for further feedback, and possibly verbal feedback so that they can learn for future procurements. Where possible, please facilitate this, as it helps the firms to be better at answering bids under this Panel in future.

### **Timescales**

You should try to provide at least 2 working days for any response to an EOI and at least 5-10 working days for any full tender, after clarifications. It can take time for firms to confirm whether they are conflicted, or to engage the relevant bid team fully, so the more time you can provide, within reason, the more likely you will have good quality, considered responses. You should also be clear about the timescales that you are likely to take in evaluation and should note that Panel firms are required to keep quotes valid for up to 90 days.

## Other Considerations

- **eSourcing tool** - Where possible, you should use a procurement portal for your further competition. This helps manage the workflow and communications, and provides a fully auditable process. Your procurement / commercial team should help with this. However, if they are not able to support this, or if they do not have an eSourcing tool, CCS also provides free access to their eSourcing tool.
- **For complex projects**, consider issuing a draft specification and tender documentation, if you would like feedback prior to scoring and you have time in the process. Whilst the feedback may be used to help shape your requirement, you need to ensure that you retain control of your requirements and that they are not dictated by suppliers, nor do they provide an unfair advantage to one or other firm.
- **Innovative solutions** – firms may have intelligent solutions or project management tools which could support the delivery of any large matter or process work, allowing work to be completed more efficiently. Where this is possible, you should ensure the evaluation adequately scores the different bids to reflect the overall costs.
- **Standstill** - Whilst not a mandatory legal requirement for call off contracts, you may wish to use a “standstill” period of 10 days to notify bidders of the outcome, and allow them to consider whether they wish to appeal any decisions. To make this effective, you should provide them feedback on their bids so that they can review their scores and their bids. It can be beneficial to build this into your tender timescale, so that you do not have to delay a project in the event of a challenge. For further advice please speak to your commercial team / legal advisors.

# 6

## Other guidance areas

### Capacity building and “co-partnering” relationships

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.

Ensure that your specification is clear on the following:

- How many firms you intend to instruct.
- How you will wish them to manage conflicts arising in individual matters.
- 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).
- 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). This will help firms to allocate resources and ensure capacity is available. You can use a fixed time period, but may wish to retain the ability to extend (provided that this is allowable under the panel terms (see scope section for duration)).
- 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 additional management information, project or contract management services that you wish the suppliers to provide (e.g. attendance at team meetings, regular reporting, issues and risk management reports).
- Whether there are any additional services or innovations you would like the supplier to provide (e.g. “phone a friend” support, portal based instruction, trend analysis and market information, training or knowledge sharing sessions) as part of this relationship.
- How each matter is to be costed and paid for (e.g. purchase order and invoicing for individual matters or on a consolidated basis with supporting MI, payment by different departments or centrally, monthly or on completion of each matter etc.).
- How you expect to manage exit from the arrangement – typically, you should expect suppliers to finish each matter off, but this may not be possible if the matter has not concluded by the end of the Legal Services Contract.
- You should consider whether you need to build a more detailed exit plan, including how knowledge sharing can take place.

## 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 secondees, 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.

## Consortia and Sub-contractors

Several firms on the panel operate consortia arrangements or have subcontracted firms to undertake some of the work. These arrangements have been reviewed by CCS and GLD, and should not influence your selection decisions. If you do wish to ask questions about how these arrangements would apply to your matter, we recommend that you ask for information separately from any scored question about management of matters.

## Alternative Fee Arrangements

Under the terms of the Panel, direct awards should be awarded using time and materials panel rates, or an “Alternative Fee Arrangement” based on those rates, typically capped or fixed prices as agreed with the firm. You have more flexibility to request discounted rates or other more innovative pricing arrangements if you run a further competition. The private sector uses different types of AFAs more regularly than the public sector, but we are keen to encourage more appropriate use of these types of arrangements.

Broadly speaking the main types of AFA are:

- **Fixed Fee** - High volume, low individual value matters often lend themselves to fixed price arrangements which will average out over time. Fixed Pricing can be suitable for larger pieces of work or discrete elements of larger pieces of work where the amount of work required is relatively understood. The benefits of these arrangements are that they provide greater cost certainty and allow the firm to undertake the work in the way that they find most efficient. It also allows firms to compete on an overall price basis, rather than just looking at the rates chargeable. Likewise, capped fees are suitable where you can be fairly certain about the scope and length of a matter.
- **Capped Fee** – Capping prices can be a good way to mitigate against the risk of exceeding budgetary approvals, but does not provide the firm with the same opportunity for benefit as fixed fees can do, so a capped fee is likely to be higher than a fixed fee.
- **Other types of AFAs** – many Panel firms are willing to consider other charging structures (e.g. cap and collar, regular hours bank per month), particularly where this is built around a longer term relationship where the firm can build an understanding of the work required and how you want them to interact with the customer team.

When considering potential pricing models you could ask for you should consider the following:

- If you feel that the matter is suitable for an AFA, you should ensure that the budget holder and business stakeholders are also happy to consider these, as they will be providing overall approval for the work to be given to a Panel firm.
- How will you manage the firms’ engagement through the project, both in terms of quality and cost. The more complicated the model, the more time you will spend on cost management (e.g. time and materials you will be considering the level of lawyer / number of lawyers advising on a matter and how long it takes).
- How will you deal with cost assumptions both in the bidding process and through the life of the matter. Typically, your bid document should build in the assumptions that you wish firms to consider (e.g. number of turns of a document, number of meetings / calls) into the model, or you can ask the firms to provide their own assumptions.
- You should ensure that any evaluation is built to fairly assess the different commercial bids from firms on a like for like basis against the likely outcome.

## 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.



# 7

## Value added service

As part of their work under the Panel, each supplier should provide the following services for Customers.

- **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.
  - **2 Hours Free Legal Advice** - Suppliers are obliged at the outset of a Legal Services Contract to provide 2 hours legal advice, free of charge.
  - **Travel Costs** – 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.
  - **Document Production/Photocopying** – Suppliers are obliged to provide all document services free of charge.
  - **Meeting Rooms** – Suppliers are obliged to make available three London (Zones 1 and 2) serviced meeting rooms with refreshments, as well as maintaining internet, telephone and video conferencing facilities, during your Legal services contract with them.
  - **Data Storage** – Suppliers are obliged to provide all virtual and physical storage, as well as “data rooms” as requested by you
- In addition to this, Suppliers offer the following:
- **Supplier’s own training** – Each supplier should provide access to relevant Customers staff to their general training provision, including seminars and breakfast briefings etc.
  - **Bespoke Legal Training** – Each supplier is required to offer 10 days bespoke free training per contract year for GLD/GLS, and many offer additional days training days for training for other Central Government Departments and ALBs enabled to use GLAS. If you work in GLD/GLS, you should contact your training committee for details. Otherwise, you should contact CCS if you wish to access this bespoke training.
  - **Secondments** – see secondment section above.
  - **Free Legal Advice** – Suppliers provide a volume of free legal advice based on a percentage of the aggregated spend that the supplier has enjoyed through the Panel. The amount of Free Legal Advice available will vary by supplier, and will be allocated by GLD. It is a good way to develop relationships with firms, and undertake small pieces of work. If you wish to access this, you should email [GLASfreelegaladviceprocess@governmentlegal.gov.uk](mailto:GLASfreelegaladviceprocess@governmentlegal.gov.uk) for information. Typically, the criteria used to deciding whether something could be undertaken as free legal advice, it should be:
    - Not linked to an existing matter, and not a continuation of that matter.
    - Low value, discrete matter, which will not lead to a bigger piece of work that is likely to be awarded in the future.
    - Relatively low urgency, and low risk
    - Within the scope of GLAS services.

- **Exchange Schemes** – On request from GLD, subject to the Supplier having accepted at least one order through the Panel, the Supplier is obliged to make available suitably qualified and experienced personnel for a minimum of two exchange schemes per contract year across the Panel Customer base, in exchange for the equivalent number of Panel Customer personnel to work with the Supplier.



# Annex 1

## The 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](mailto: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.

This exceptions process is similar to the well-established process operated by the Attorney General for use of Non-Panel Barristers (Counsel).

Please note that the Exceptions Process does not replace or affect in any way the applicable Cabinet Office controls on Consultancy spend, which continue to apply.

While there are firms on the GLAS panel who can undertake the work detailed below, you will not need to apply for an exception if you wish to use a different firm in the following circumstances:

- Where you have used a firm under the Rail or Finance and Complex Panel.
- 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 non-complex conveyancing and work relating to leases and licences) or Employment Litigation where individual pieces of work are valued at below £20,000 Ex VAT.

## Contact us

If you have any questions or queries relating to the General Legal Advise Service framework or the buying process please contact:

**0345 410 2222**

**[info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk)**

**[www.crowncommercial.gov.uk](http://www.crowncommercial.gov.uk)**

 **[@gov\\_procurement](https://twitter.com/gov_procurement)**

 **Crown Commercial Service**