



Invitation To Tender (ITT)

For

Legal Panel Framework SE678

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Section 1: Introduction

This Invitation to Tender (ITT) relates to the award stage of the procurement of a Legal Panel Framework as advertised in OJEU in accordance with the Public Contracts Regulations 2015.

Your Company was successful at the Pre-Qualification Questionnaire (PQQ) stage of this public procurement process and is therefore invited to tender.

The Collaborators, on behalf of Participating Bodies (PBs), are tendering for the supply of Legal Services that will complement the 19 areas of law set out below although the Services shall not be limited to these areas. The Collaborators are seeking through this tendering process to set up a supply framework with a panel of up to 10 (ten) suitably capable Contractors to provide these services for an initial term of 36 months and a unilateral option to extend for further periods up to a maximum of 12 months.

The following Lots are available:

- Lot 1 – General Covering England & Wales Only
- Lot 2 – General Northern Ireland Only

This invitation to tender does not form a contract between Collaborators and the Bidder. Collaborators reserve the right to accept or reject any tender and to annul the tender process and reject all Bidders at any time prior to award of contract without incurring any liability to the affected Bidders. Collaborators reserve the right to accept all or part of an offer, unless the Bidder expressly stipulates to the contrary.

Section 2: The Collaborators

Sport England

We're striving for an active nation where everyone can take part in sport or activity, regardless of age, background or ability.

That might be through traditional team sports like rugby and netball. But it could just as easily be a gym workout or going for a run. Being active is a key part of maintaining physical and mental wellbeing. And it also benefits local communities through economic and social regeneration.

As well as supporting people who already enjoy regular sport, we're also fighting to get people who are less active exercising more regularly. Groups that are traditionally less active – disabled people, some ethnic groups, women and parts of the LGBTQ community – are a core focus of our work.

We also support talented athletes who show elite potential in their chosen sport, and our ambition is to open up these opportunities to people from all background.

As a government body, we also invest in and provide expertise in creating superb sporting facilities across the nation.

Find out more at www.sportengland.org

Sport and Recreation Alliance

The Sport and Recreation Alliance is the national alliance of governing and representative bodies of sport and recreation in the UK. The 320 members of the Sport and Recreation Alliance represent 150,000 clubs across the country and some 8 million regular participants. The Sport and Recreation Alliance exists to promote the role of sport and recreation in healthy and active lifestyles, to encourage a policy and regulatory environment in which sport from grassroots through to elite level can flourish, and to provide high quality services to help its members continually improve and progress. Additional information can be found at www.sportandrecreation.org.uk.

Sport Northern Ireland

Sport Northern Ireland is a leading public body for the development of sport in Northern Ireland, and an Arm's Length Body of the Department for Communities (DfC).

Our Vision is: Northern Ireland: renowned as a place where people enjoy, engage, and excel in sport. This Vision is supported by the following Mission Statement and Strategic Objectives:

Mission Statement: To lead sports development at all levels producing more participants and more winners.

Strategic Objectives

- Objective 1 - Sporting Communities - To increase and support the number of people adopting and sustaining a sporting lifestyle.
- Objective 2 - Sporting Clubs - To enable more people to develop and reach their sporting goals through a structured environment.
- Objective 3 - Sporting Winners - To help more Northern Ireland athletes win at the highest level.

Sport Wales

Sport Wales was established by Royal Charter dated 4 February 1972, with the objectives of "fostering the knowledge and practice of sport and physical recreation among the public at large in Wales and the provision of facilities thereto". Sport Wales is the national organisation responsible for developing and promoting sport and physical activity in Wales. Sport Wales is the main adviser to the Welsh Government on sporting matters and responsible for distributing National Lottery funds to both elite and grassroots sport in Wales. Additional information about Sport Wales can be found at www.sportwales.org.uk.

UK Sport

UK Sport is a body incorporated by Royal Charter in 1996 and is a non-departmental public body sponsored by the Department of Culture, Media and Sport. UK Sport is responsible for the investment of Exchequer and National Lottery funding into Olympic and Paralympic sports and athletes and bidding and hosting major sporting events in the United Kingdom. UK Sport also assists National Governing Bodies build positive working relationships with their international federations and other international bodies and also works in international sport development programmes worldwide. Additional information about UK Sport can be found at www.uk sport.gov.uk.

Section 3: Participating Bodies (PBs)

Participating Bodies to this framework include a wide range of organisations that are funded and/or supported by the Collaborators.

These include National Governing Bodies (NGB) which are organisations that govern and administer sport on a national basis, whether that is for the whole of the United Kingdom, (i.e. England, Northern Ireland, Scotland and Wales), for Great Britain (i.e. England, Scotland and Wales) or for one of the Home Countries. An NGB operating in Northern Ireland may operate on an All-Ireland or Ulster Provincial basis. Traditionally NGBs are described as the custodians and guardians of their sport.

Other eligible organisations include national partners such as SportsAid, English Federation of Disability Sport, and sport and recreation organisations.

For a full list of the organisation who are able to use the Framework can be found in the Memorandum of Information attachment.

Section 4: Instructions to Tenderers

1. General

- 1.1. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. If you have any queries, please send a message via the [Sport England eSourcing Portal](#).

- 1.2. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services specified and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.
- 1.3. All material issued in connection with this ITT shall remain the property of Collaborators and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Collaborators or securely destroyed by the Tenderer (at Collaborators option) at the conclusion of the procurement exercise.
- 1.4. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 1.5. The Tenderer shall not make contact with any other employee, agent or consultant of Collaborators who is in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by Collaborators.
- 1.6. Collaborators shall not be committed to any course of action as a result of:
 - 1.6.1. Issuing this ITT or any invitation to participate in this procurement exercise
 - 1.6.2. An invitation to submit any Response in respect of this procurement exercise
 - 1.6.3. Communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise
- 1.7. Tenderers shall accept and acknowledge that by issuing this ITT Collaborators shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.
- 1.8. Collaborators reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

2. Presentations

- 2.1. As part of the tender evaluation process Tenderers may be invited to give a presentation in support of their bid. Please be advised that Collaborators are intending to hold these presentations on the [XX] [MONTH] 2016. Tenderers are required to confirm their attendance in their response.

3. Confidentiality

- 3.1. Tenderers shall at all times treat the contents of the ITT and any related as confidential, save in so far as they are already in the public domain.
- 3.2. Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen.
- 3.3. Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender.
- 3.4. Tenderers shall not undertake any publicity activity within any section of the media in relation to the Framework Agreement of procurement process.
- 3.5. Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that one or more of the following applies:
 - 3.5.1. This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer
 - 3.5.2. The Tenderer obtains the prior written consent of Collaborators in relation to such disclosure, distribution or passing of Information

- 3.5.3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement
- 3.5.4. The Tenderer is legally required to make such a disclosure
- 3.6. In paragraph 3.5, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 3.7. Collaborators may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and may make any of the procurement documents available for private inspection by its officers, employees, agents or advisers. Collaborators also reserve the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act).

4. Freedom of Information

- 4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), Collaborators may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the Collaborators.
- 4.2. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
 - 4.2.1. Explain the potential implications of disclosure of such information
 - 4.2.2. Clearly identify such information as commercially sensitive
 - 4.2.3. Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- 4.3. Where a Tenderer identifies information as commercially sensitive, Collaborators will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, Collaborators may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, Collaborators are required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, Collaborators cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 4.4. Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to Collaborators and the Tenderer should not attempt to answer the request without first consulting with Collaborators.

5. Tender Validity

- 5.1. Your Tender should remain open for acceptance for a period of 60 days. A Tender valid for a shorter period may be rejected.

6. Timetable

- 6.1. Set out below is the proposed procurement timetable. This is intended as a guide and whilst Collaborators do not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
26 th September 2016	ITT to be issued
14 th October 2016	Closing Dates for Questions: to be submitted by 12:00 midday.
21 st October 2016	Closing date and time for receipt of responses to ITT: by 12:00 midday.
11 th November 2016	Evaluation of ITT responses completed
[XX] [MONTH] 2016	Provisional date for supplier presentations
2 nd December 2016	Notification of award

7. Contact Details

7.1. On behalf of the Collaborators, Sport England are acting as the lead in this procurement. The person responsible for this procurement and their contact details are:

Named Procurement Officer	Joe Stevens, Head of Procurement, Sport England
Telephone Number	020 1273 1924
Contact e-mail address	Joe.Stevens@sportengland.org
Postal address	21 Bloomsbury Street, London WC1B 3HF

7.2. All communications should, in the first instance, be transmitted through the [Sport England eSourcing Portal](#). For assistance with the portal please contact our eSourcing Helpdesk on the below information:

- Phone: 0800 368 4850
- E-mail: help@bravosolution.co.uk

8. Legal Documentation

- 8.1. The Terms and Conditions of the proposed Framework Agreement dictate the terms and conditions of being on the Legal Panel and are non-negotiable.
- 8.2. In compliance with the Government's transparency agenda Tenderers should be aware that if they are awarded a new government contract, the resulting contract between the supplier and government will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.
- 8.3. The Terms and Conditions of the proposed Framework Agreement will be provided to successful Tenderer(s) at Contract Award stage. Please note only **fundamental and material** amendments to the Framework Agreement will be accepted.
- 8.4. Tenderers are required to detail within their tender submission if it is their intention to sub contract any element of the services detailed in Section 7, 'Specification'.
- 8.5. Tenderers must declare any known or perceived conflicts of interest.

9. Preparation of Tender

- 9.1. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will Collaborators, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

- 9.2. Tenderers are required to complete and provide all information required by Collaborators in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead Collaborators to reject a Tender Response.
- 9.3. Collaborators rely on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 9.4. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the goods and services and their Tenders, without reliance upon any opinion or other information provided by Collaborators or their advisers and representatives. Tenderers should notify Collaborators promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

10. Submission of Tenders

- 10.1. Tenders must be submitted in the form specified in the Form of Tender instructions at Schedule 1. Failure to do so may render the Response non-compliant and it may be rejected.
- 10.2. Collaborators may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Any extension granted will apply to all Tenderers.
- 10.3. Tenderers must upload their tender responses to the [Sport England eSourcing Portal](#) no later than **12:00 noon on 21st October 2016**. Tenders received after that time may not be accepted.
- 10.4. The Tender and any documents accompanying it must be in the English language.
- 10.5. All pages of the Tender Response shall be sequentially numbered (including an forms to be signed and returned)
- 10.6. Tenderers invited to respond to multiple lots must upload separate responses for each Lot.

11. Canvassing

- 11.1. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of Collaborators of Participating Bodies concerning the letting of this Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

12. Disclaimers

- 12.1. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 12.2. Neither Collaborators, nor their advisors, nor their directors, officers, members, partners, employees, other staff or agents:
 - 12.2.1. Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT
 - 12.2.2. Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication
- 12.3. Any persons considering making a decision to enter into contractual relationships with Collaborators following receipt of the ITT should make their own investigations and their own independent assessment of Collaborators and its requirements for the services and should seek their own professional financial and legal advice.

12.4. Any Framework Agreement concluded as a result of this ITT shall be governed by English law.

13. Collusive Behaviour

Any Tenderer who:

- 13.1. Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party
- 13.2. Communicates to any party other than Collaborators the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security)
- 13.3. Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender
- 13.4. Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted
- 13.5. Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission

shall (without prejudice to any other civil remedies available to Collaborators and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

14. No Inducement or Incentive

- 14.1. The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into a contractual agreement.

15. Queries Relating to Tender

- 15.1. All requests for clarification about the requirements or the process of this procurement exercise should be made via [Sport England eSourcing Portal](#).
- 15.2. Collaborators will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 15.3. In order to ensure equality of treatment of Tenderers, Collaborators may publish the questions and clarifications raised by Tenderers together with Collaborator's responses (but not the source of the questions) to all participants.
- 15.4. Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if Collaborators at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Collaborator's response, Collaborators will:
 - 15.4.1. Invite the Tenderer submitting the query to either declassify the query and allow the query along with Collaborator's response to be circulated to all Tenderers
 - 15.4.2. Request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- 15.5. Collaborators reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

16. Amendments to Tender Documents

- 16.1. At any time prior to the deadline for the receipt of Tenders, Collaborators may modify the ITT by amendment. Any such amendment will be issued by Collaborators to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, Collaborators may, at its discretion, extend the Deadline for receipt of Tenders.

17. Late Tenders

- 17.1. Any Tender received at the designated point after **12:00 noon on 21st October 2016** may be rejected.

18. Proposed Amendments to the Contract by the Tenderer

- 18.1. Collaborator's Terms of Trade can be viewed on the home page of the [Sport England eSourcing Portal](#).
- 18.2. Any proposed amendments to the Contract must be detailed separately, and returned with the Tenderer's ITT Response.
- 18.3. Where Collaborators makes changes to the Contract as a result of the proposals received it will circulate the amended terms to all Tenderers.
- 18.4. No changes to our Terms of Trade will be considered unless they are submitted with Tender Responses.

19. Modification and Withdrawal

- 19.1. Tenderers may modify their Tender prior to the Deadline by giving notice to Collaborators in writing or via electronic submission via [Sport England eSourcing Portal](#).
- 19.2. No Tender may be modified subsequent to the Deadline for receipt.
- 19.3. The modification notice must state clearly how Collaborators should implement the modification.
- 19.4. Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent to Collaborators via the [Sport England eSourcing Portal](#).

20. Right to Reject/Disqualify

Collaborators reserves the right to reject or disqualify a Tenderer where:

- 20.1. The Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document
- 20.2. The Tenderer is guilty of serious misrepresentation in relation to its Tender
- 20.3. There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

21. Right to Cancel, Clarify or Vary the Process

Collaborators reserves the right to:

- 21.1. Amend the terms and conditions of the Invitation to Tender process
- 21.2. Cancel the evaluation process at any stage
- 21.3. Require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).

Section 5: Evaluation Approach

1. Introduction

- 1.1. The Tender process will be conducted to ensure that Tenders are evaluated fairly. Collaborators will award a contract to the Bidder whose tender has been determined as the Most Economically Advantageous Tender (MEAT) based upon the requirements as set out in the specification and scored in accordance with the award criteria. All proposals will be subject to an evaluation on the basis of the award criteria and weightings set out in this ITT.

2. Completeness

- 2.1. Prior to a detailed evaluation, Collaborators will check the information supplied in response to the ITT for completeness and compliance with the requirements set out in the ITT in relation to submission.
- 2.2. A tender determined as not fulfilling the mandatory conditions in the tender documents will be disqualified.

3. Tender Evaluation

- 3.1. Tenders received that are deemed complete will be evaluated according to the following parts. Tenderers' responses and presentations will be evaluated against the Technical and Commercial criteria and weightings shown in the table below:

Scoring Criteria		
Criterion		Weighting
1	Technical	70%
2	Commercial	30%

- 3.2. In accordance with the Scoring Matrix outlined at 3.3, failure to provide an adequate response to any of the questions may result in the Collaborators not proceeding further with the Tenderer in question. The Collaborators may seek independent financial and market advice to validate information declared or to assist in the evaluation of responses to this ITT.

Technical Evaluation

- 3.3. Responses to the Technical Envelope will be allocated a score based on the methodology contained below:

Assessment	Score	Interpretation
Added Value	100%	Evidence fully meets the requirement(s) to an acceptable standard and demonstrates deliverable added value.
Acceptable	70%	The evidence demonstrates that the requirement(s) is fully met to an acceptable standard
Minor Reservations	50%	Evidence provided shows that the requirement(s) is met but MINOR reservations exist about the quality or extent of the evidence provided
Major Reservations	20%	Evidence provided shows that the requirement(s) is partially met but MAJOR reservations exist about the quality or extent of the evidence provided. The response lacked detail with regard to how all requirement(s) will be delivered to an acceptable standard.
Unacceptable	0%	Failed to demonstrate or provide evidence of an ability to meet the requirement(s).

- 3.4. Each member of the evaluation team will allocate a score between 0-100% for each answer. The scores will then be subjected to a moderation process to reach a final score for each Tender response.

3.5. The scoring weightings for each question in the Technical Response are shown below:

Reference Number	Question	Weighting %
8.1	Service Specification Compliance	Pass/Fail
8.2	Provision of Legal Services	20%
8.3	Quality of People	15%
8.4	Understanding of Environment	15%
8.5	Value Added	10%
8.6	Skills Transfer and Access to Resources	5%
8.7	Continuity of Service	3%
8.8	Performance Management	2%
Total	Technical Response	70%

Commercial Evaluation

- 3.6. Responses to 9.1 Schedule of Charges should be fully inclusive (Ex VAT & in GBP), fixed, current and not subject to variation. Price is defined as the total contract value, which includes the cost of the Services over the term of the Framework.
- 3.7. Arithmetic in tenders will be checked and if any errors are found, the Tenderer will be notified and requested to confirm or withdraw the tender. If rates, rather than an overall price, are stated within the tender, an amended tender price may be requested to accord with the rates.
- 3.8. The method for calculating the final weighted score for price is as follows:
- 3.9. Best (lowest) price receives the maximum score available in this section; the remaining Quotations receive a score pro rata to the best price using the following calculation:

$$\text{Price Score} = (\text{TL} / \text{Tt}) \times 100$$

Where: TL = Lowest Tender Price
Tt = Actual Tender Price

- 3.10. The Collaborators may (subject to compliance with the Public Contracts Regulations 2015, particularly Regulation 69) reject a Tender if in the reasonable opinion of the Collaborators the offer made by a bidder is abnormally low.
- 3.11. Responses to 9.2, 9.3 and 9.4 will be allocated a score based on the methodology contained below:

Assessment	Score	Interpretation
Added Value	100%	Evidence fully meets the requirement(s) to an acceptable standard and demonstrates deliverable added value.
Acceptable	70%	The evidence demonstrates that the requirement(s) is fully met to an acceptable standard
Minor Reservations	50%	Evidence provided shows that the requirement(s) is met but MINOR reservations exist about the quality or extent of the evidence provided
Major Reservations	20%	Evidence provided shows that the requirement(s) is partially met but MAJOR reservations exist about the quality or extent of the evidence provided. The response lacked detail with regard to how all requirement(s) will be delivered to an acceptable standard.
Unacceptable	0%	Failed to demonstrate or provide evidence of an ability to meet the requirement(s).

3.12. Each member of the evaluation team will allocate a score between 0-100% for each answer. The scores will then be subjected to a moderation process to reach a final score for each Tender response.

3.13. The scoring weightings for each question in the Commercial Response are shown below:

Reference Number	Question	Weighting %
9.1	Schedule of Charges	15%
9.2	Cost Reporting	5%
9.3	Fixed Fee Proposal	5%
9.4	Costs Control	5%
Total	Commercial Response	30%

4. Post Tender Clarification

4.1. The Collaborators may at their own discretion seek (or choose not to seek) clarification of any information contained in Tenders from bidders during the evaluation period. It is the responsibility of the bidder(s) from which clarification is sought to provide the requested information within the time specified by the Collaborators when the request for clarification is made. If a bidder does not supply the requested information within the time specified, the Collaborators may:

4.1.1. Disqualify the bidder's Tender (for example, where it relates to a 'pass-fail' question, or other information essential to the integrity of the overall Tender is omitted); or

4.1.2. Otherwise disadvantage it (e.g. award a lower score).

4.2. Post Tender clarification will be via the [Sport England eSourcing Portal](#). Tenderers must therefore ensure that they have access to and monitor the system during the tender evaluation period.

4.3. A decision by the Collaborators not to seek clarification from a bidder on a particular matter in its Tender should not be inferred by that bidder that the Collaborators are satisfied with the Tender.

5. Final Evaluation Score

- 5.1. The final weighted score obtained by each Tenderer for Technical and Commercial questions will be added to achieve the bidder's overall Final Evaluation Score. Tenderers will be ranked in respect of their evaluation score from highest to lowest. The Tenderer(s) with the highest final evaluation score will be identified as the most economically advantageous.

Section 6: Award of Contract

1. Notification

- 1.1. As the procurement of this Framework is subject to the full application of the Public Contract Regulations 2015, the Collaborators must observe a minimum 10 calendar days standstill period before it awards Framework Agreements to the successful Tenderer(s). All Tenderers will be notified of the Collaborators award decision as soon as possible after the decision is made and the standstill period will commence the day after all Tenderers are issued with such notification. Notifications will include details of:
 - 1.1.1. The score of the Tenderer
 - 1.1.2. The name of the successful Tenderer
 - 1.1.3. The score for the successful Tenderer
- 1.2. As soon as possible after the end of the standstill period the Collaborators will award the Framework Agreement to the successful Tenderer(s).

Section 7: Specification

1. Introduction

- 1.1. The Collaborators have identified through their own experience that sport and recreation organisations have raised legal issues with the Collaborators seeking legal advice or guidance in sourcing legal services from firms. On sharing these experiences, the Collaborators have identified this is due to both a lack of internal resource and finances. There is a need to assist in sport and recreation bodies that are either supported or funded by the Collaborators in accessing legal services.
- 1.2. The Collaborators wish to establish this Framework for the use by and benefit of PBs funded or supported by the Collaborators across the UK. The Collaborators have identified the following areas out of which Bidders should be capable of providing ongoing advice, compliance, representation and support, including but not limited to 50% of the areas of law identified which surround the activities of PBs.

2. Statement of Requirements

The Service Provider shall carry out instructions from the PB including, but not limited to, the following:

Provision of Advice and Assistance

- 2.1. Provide all advice and assistance, in clear and concise language without the use of jargon and in writing (where required).
- 2.2. Provide a service which is capable of dealing with all aspects of an instruction/case, throughout the entire lifetime/course of a matter, including but not limited to initial advice, specialist advice, litigation and costs draftsman services.
- 2.3. Carry out all legal work to a professional standard in accordance with the prescribed standards and procedures of the Solicitors Regulation Authority and the Courts and any other applicable regulatory body.

Implementation of Advice

- 2.4. Assist in the direct implementation of advice within the PB and provide support to its ongoing delivery, where, for example, it relates to a wider project.
- 2.5. Be proactive in following up with PBs on the advice given.

Co-ordination, Consistency and Continuity in delivering the Services

- 2.6. Ensure continuity of conduct of matters. Work on any one file/matter must be conducted by the same fee earner throughout (wherever possible). If it does become necessary for conduct of a matter to be transferred to another fee earner the PB shall not be liable for additional fees as a result of the transfer.

Quality Assurance by qualified staff

- 2.7. Ensure that all employees are competent, suitably trained and qualified, skilled, motivated and experienced and able to provide a standard of care and a level of work acceptable to the PB throughout the duration of the framework and/or all call-off contracts. The Service Provider must have clear internal quality control procedures to ensure effective quality management of work conducted by its lawyers and staff.

Knowledge of rules of sport and funding landscape

- 2.8. The Service Provider must have a working knowledge of:
 - 2.8.1. The regulation and rules of sports and recreation bodies across the domestic and international landscape and;
 - 2.8.2. The funding and support landscape.

Innovation of Service

- 2.9. Demonstrate innovation on both price and quality. For example, offering a pro-bono service to Paralympic / small sports and recreation bodies (including links by firms who participate in initiatives such as LawWorks), free constitutional and rule book health check for all PBs etc.

Utilisation of free resource tools in delivery of services

- 2.10. Interact with free resource tools that may offer initial assistance and savings to PBs. For example, referrals to the Companies House and Charity Commission websites and helplines for processes on filings etc as opposed to providing legal advice at a charge.

Guidance on Instructing firms for use by clients/lay

- 2.11. Provide a practical guide to PBs for use when providing instructions to firms which will be used as a basis of assisting PBs draft instructions to firms when seeking services from the panel.

Training and up-skilling client's staff

- 2.12. Commit to up-skilling and training staff in PBs so that they will be better educated in legal, business and commercial principles and being confident in instructing firms in the future.
- 2.13. Provide training and education seminars to PBs and their staff and share of best practice.
- 2.14. Assist the Collaborators in the development of a structured programme of guidance, workshops, seminars and learning aids for PBs in relation to the Services.
- 2.15. Provide de-briefs and learning reports when requested to do so by a PB free of charge
- 2.16. Provide relevant updates to PB's relevant instructing in-house team focusing on new legislation, relevant case law and other developments.

Adaptability and flexibility in delivery of Services

- 2.17. Comply with varying requirements of PBs. The Service Provider must have some flexibility in regard to meeting the varying procedural and operational requirements of PBs including, but not restricted to, governance requirements, provision of instructions, billing and payments etc.

- 2.18. PBs will be based across the UK, Service Providers are required to be adaptable to the needs of the PBs and have the tools and resources to deliver the Services effectively and efficiently.

Transparency in billing and minimising cost

- 2.19. Ensure clarity and transparency in client billing, fee structures and disbursements. The Services should be delivered with a view to minimising cost to PBs for example proposals are sought of to minimise non-essential disbursements to clients such as charges for copying, file retrieval fees, travel etc.
- 2.20. Meet originally agreed fixed fees/quotations/caps. The Service Provider's ability to meet fee quotations is a Key Performance Indicator. Service Providers will be expected to give realistic quotations and caps on fees. Any increase over and above the quoted fee will be recorded and may result in the Service Provider failing to meet this KPI.

KPIs, Annual Reviews, Feedback

- 2.21. Ensure continuous improvement in delivery and to manage issues such as poor performance, lack of instructions etc. Service Providers will be required to contribute to feedback sessions on the Framework and also attend contract management meetings for feedback on the services provided to PBs. This will comprise of an annual review of the services.

3. Areas of Specialism

The nature of the work in this framework is such that it will require external legal advisors to provide advice to PBs mainly in relation to the areas set out in the requirements below and provide any general advice not elsewhere specifically addressed within this Specification:

3.1. Administrative and Public Law

- Judicial Review

3.2. Bidding & Staging Major Events (International)

- Bidding, compilation of bid documents;
- Staging, host/event Agreements;
- Delivery structure including establishment of organising committees/companies
- Relationship with partners/public authorities/venue owners;
- Brand Protection
- Broadcasting
- Rights clearances
- Sponsorship/commercial programmes, ticketing

3.3. Charity & Trust Law (including CASC registration)

- Charity law, including fiscal and other benefits, statutory controls
- Trusts – powers and responsibilities of Trustees

3.4. Child Protection/Vulnerable Groups

- Disclosure & Barring Scheme
- Safeguarding
- Policies and Procedures
- Disciplinary Action/Investigations

3.5. Contract/Grant Agreements

- General and specialist contracts advice on contract terms
- General and specialist advice on the terms of funding agreements, grant award offers, and grant contract documentation,
- Providing advice on and drafting standard form contracts
- Advice on compliance with grant agreements

3.6. Corporate Law/Governance/Constitutional Affairs

- Advice on the constitutional structures and powers,
- Corporate structures and powers of companies limited by shares and guarantee, including directors responsibilities,
- Constitutional issues relating to the powers and controls on PBs and its subsidiaries

3.7. Commercial

- Sponsorship/Marketing rights
- Licensing/merchandising
- Endorsement/image/media rights
- Online content exploitation

3.8. Data Protection/Privacy/Cyber Security

- Handling personal data, policies and procedures
- Use of electronic communications
- Employee monitoring

3.9. Employment Law

- Conditions of employment, redundancy, TUPE, and other legislative requirements
- Recruitment practices generally
- Other miscellaneous contracts of employment (including issues with volunteers)
- Performance bonus schemes
- Work place disciplinary/investigations and Employment Tribunals
- Obligations under Equality Act 2010

3.10. Equality and Disability Law

- Participation in and accessibility to sports and recreation competitions and events
- Employee disputes
- Compliance with Equality Act 2010
- Section 75 of the Northern Ireland Act 1998 (Lot 2 only)

3.11. EU Sports Policy/Law (Competition Law)

- EU regulation in sport
- Competition law - impact on sport rules and regulations

3.12. Insolvency Law

- Rescue/Failure
- Process of winding up
- Powers of receivers, liquidators etc
- Liabilities arising from insolvency

3.13. Intellectual Property Law

- Creation/acquisition/exploitation
- Advice on patents, trademarks, copyright, database rights, design rights, know-how and related agreements
- Portfolio management

3.14. Immigration Law

- Citizenship
- Eligibility to work in UK
- Sponsoring employees/contractors from abroad

- UK Board Agency application process

3.15. Litigation/Dispute Resolution

- Advice and, if necessary, the conduct of legal proceedings relating to claims made by or against sport and recreation bodies in relation to any of its activities
- Regulatory action (i.e. Information Commissioner's Office)
- Contract/funding disputes
- Advocacy

3.16. New Media/IT/Broadcasting

- IT infrastructure agreements/security/outsourcing/business continuity
- Digital content and distribution
- Website development/social networking/streaming content
- Software development/maintenance

3.17. Property, Planning and Construction Law

- Issues relating to ownership, occupation, licences, leases, sub-leases and security of tenure the interpretation of existing documents and the negotiation of new leases
- Leases, licences, freehold transfer and tenure
- Issues relating to mortgages, charges and security for loans generally
- Advice on planning legislation affecting sport, especially s106 obligations
- Building and construction law and collateral warranties

3.18. Publishing/Media Law

- Press complaints
- Defamation
- Privacy
- Publications/advertising

3.19. Regulation / Disciplinary (including anti-doping, anti-corruption, integrity, etc)

- Disciplinary action/investigations
- Appeal hearings/advocacy
- Interpreting and amending Rules & Regulations
- Selection/qualification advice/disputes

Please note: The services does not extend to sport and recreation bodies in Scotland however firms may on occasion be instructed on matters covering the laws and jurisdiction of Scotland.

4. Promotion of the Framework

4.1. Once Service Providers have been appointed to the Framework the Collaborators will actively, promote and communicate the Framework Agreement to PBs by taking the following steps:

- Press release
- Communication to all PBs and other stakeholders from the Collaborators via existing methods of regular communication
- Providers permanently listed on a specific page on each of the Collaborator's Websites
- Internal communication to staff advising of the Framework and the need to refer PBs to the Framework for their legal queries
- Exposure via the Finance & Governance Forum run by Sport England, Sport and Recreation Alliance and UK Sport (including any similar forums run by Sport Northern Ireland and Sport Wales) and any other forum run by the Collaborators

- 4.2. Whilst it is the Collaborator's intention to refer, recommend, encourage and promote PBs to use this Framework arrangement from the Providers appointed, this does not confer any exclusivity on the appointed Providers.

5. Disclaimers and Caveats

- 5.1. No commitment as to the initial and/or future value of any work can be given since this will be a framework agreement. All contracts will be awarded in accordance with the call off procedure set out in Schedule 4.
- 5.2. PBs cannot provide a guaranteed level of work and may not award any call-off contracts whatsoever to the Service Provider.
- 5.3. The Collaborators will allow the PBs to procure the services of the Service Provider, but will not restrict the ability of the PBs, to use the services of any other law firm at their sole discretion.

6. Monitoring and Audit

- 6.1. The Collaborators, shall actively manage the resulting Framework Agreements, key activities including: annual contract review meetings; KPI management and analysis of management information provided, facilitating feedback from PBs and Providers, dealing with complaints outside of the solicitor/client relationship/the Solicitors Regulatory Authority Code of Conduct, and sanctioning poor performance from Providers.
- 6.2. Performance shall be regularly audited. If, during an audit it is evident that the Service Provider has failed to meet the express requirements as set out in this specification, or has failed to meet the standards of skill, care and diligence in accordance with best practice, the PB (at its absolute discretion) may treat such failure as a material breach. Such material breach may result in a deduction in fees or termination of the Service Provider's contract in accordance with the Framework Terms & Conditions.

7. Variation and Cancellation

- 7.1. The PB may require the Service Provider to agree to variations of this specification. Such variations shall be agreed and entered into in accordance with the Framework Terms & Conditions.
- 7.2. The PB may in certain circumstances require the return of an individual case or transaction if it becomes desirable for whatever reason for that case to be dealt with in-house or by another Service Provider.

Section 8: Technical Response Requirements

8.1	Service Specification Compliance - This question shall be marked on a Pass/Fail basis
<p>Bidders are requested to submit a response in relation to Section 7, paragraph 2. Statement of Requirement, stating whether you can meet each requirement. If you unable to comply with any aspect, please give an explanation of why it cannot be met.</p>	
<hr/>	
8.2	Provision of Legal Services - This question represents 20% of marks
	Max 2000 words, Arial font size 12
<p>Provision and implementation of advice - building on what You has already submitted at PQQ stage Q6.2 and Q6.4, please demonstrate Your ability to provide the services as set out in Section 7 in respect of this Lot. Your answer must include, your approach to delivering legal services with a range of clients and the breadth of the areas You advise on.</p>	
<hr/>	
8.3	Quality of People - This question represents 15% of marks
	Max 1000 words plus brief biography, Arial font size 12
<p>Please identify the people proposed to lead and carry out the Commercial/Contract; Employment and Information Law work, demonstrating their relevant experience and expertise. Your response should describe the lead(s) for these three areas ability to influence and positively challenge at a senior level. You may provide this information in organogram format.</p>	
<hr/>	
8.4	Understanding of Environment - This question represents 15% of marks
	Max 1000 words, Arial font size 12
<p>Please demonstrate how Your understanding of the Collaborators, the Participating Bodies and the environment in which they operate. Your response must including the identification of risks and challenges that NGBs, and other sport and recreation organisations face and how You will assist in managing these.</p>	
<hr/>	
8.5	Added Value - This question represents 10% of marks
	Max 800 words, Arial font size 12
<p>Please detail any added value that your firm can bring to the contract, both tangible and intangible, which is beyond the Specification of Requirements.</p> <p>Please provide detail of any plans in place which may provide opportunities to enhance your capability to deliver to and beyond the Specification of Requirements over the contract term. Detail any other proposals that will help us to monitor and control expenditure.</p>	
<hr/>	

8.6	Skills Transfer and Access to Resources - This question represents 5% of marks
	Max 600 words, Arial font size 12
<p>How will You ensure that legal and related skills are proactively transferred into the PBs and wider sport sector? Your response must include what assistance you will offer to in-house teams and other PB staff to become more self-sufficient.</p>	
<hr/>	

8.7	Continuity of Service - This question represents 3% of marks
	Max 500 words, Arial font size 12
<p>Please demonstrate how You will ensure continuity of legal services to the Participating Body in the event of the transfer of cases between fee earners/teams/departments, the replacement of the contractor or an instruction brought in-house by the Participating Body.</p> <p>Your response should include reference to 2.5 of the Specification describing how you will ensure that Participating Bodies will not be liable for additional fees.</p>	
<hr/>	

8.8	Performance Management - This question represents 2% of marks
	Max 500 words, Arial font size 12
<p>Please provide evidence of how you would assess performance standards throughout this contract. Include detail of the requirement for management information in each case and your proposals for assessing our satisfaction with the service provided under this contract. Include reporting proposals with contract life performance trends where appropriate.</p>	
<hr/>	

Section 9: Commercial Response Requirements

9.1	Schedule of Charges - This question represents 15% of marks
	Max 2000 words, Arial font size 12

Please specify the day rates and/or the basis of charging for all staffing levels that will be charged for services procured using the Framework agreement by Lot. If a Tenderer is bidding for multiple lots please ensure to complete this for each Lot and clearly mark which Lot the Score Card relates to.

Please include any discounts that will be offered in the rates specified in the response.

Staff Role	Role Definition	Day Rate
Partner		
Senior Associate		
Associate		
Trainee		

If a Tenderer has any other levels of staffing that are not listed in the score card above please set out in a separate table including role definition and day rate.

Staff Role	Role Definition	Day Rate

It is anticipated that firms will provide very competitive fee proposals. Please provide details of any other charges likely to be requested in addition to the day rate. Tenderers are expected to outline fee proposals that relate to every service for which they might intend to charge a fee, including if applicable, training and skills transfer work.

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9.2	Cost Reporting - This question represents 5% of marks
	Max 300 words, Arial font size 12

Please explain how You propose to report to Collaborators on costs?

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9.3	Fixed Fee Proposals - This question represents 5% of marks
	Max 300 words, Arial font size 12

Please detail any fixed fee proposals.

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9.4	Cost Control - This question represents 5% of marks
	Max 300 words, Arial font size 12

Please describe any cost control measures that might assist to ensure budgets are not exceeded.

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Schedule 1: Form of Tender

TO BE COMPLETED BY THE TENDERER

To: **Sport England, 21 Bloomsbury Street, London WC1B 3HF**

Date: *[Tenderer to insert date]*

PROVISION OF:

REFERENCE NUMBER:

To: Sport England

From: *[Tenderer to insert name of organisation submitting Tender]*

Having examined the Invitation to Tender and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Framework Agreement which is available to view via the [Sport England eSourcing Portal](#)), I/we hereby offer to provide the Services as specified. If this offer is accepted I/we will execute documents in the form of the Contract within 30 days of being called upon to do so.

I/We confirm that I/we agree with the Collaborators in legally binding terms to comply with the provisions relating to confidentiality set out in Section 4 Instructions to Tenderers Paragraph 3.1 to 3.7 of the Invitation to Tender.

In compliance with your requirements as set out in your ITT I have completed and enclose the following documents:

SCHEDULE 1: FORM OF TENDER
SPECIFICATION RESPONSE
COMMERCIAL RESPONSE

In compliance with the requirements set out in your Invitation to Tender, which I confirm I have read and fully understand. I also confirm that I have complied with the specific requirements set out in the documents detailed in the table below:

SCHEDULE 2: COLLUSIVE TENDERING
SCHEDULE 3: CANVASSING

This Tender shall remain open for acceptance by the Collaborators for a period of 60 days after the due date for return of tenders specified in the Invitation to Tender.

I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements set out.

Signed for and on behalf of the above named Tenderer:

Signature

Position:

Signature (Optional)

Position:

Date:

Schedule 2: Collusive Tendering

TENDER FOR LEGAL PANEL FRAMEWORK SE678

The essence of the public procurement process is that Collaborators shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in signing Schedule 1: Form of Tender

I/we warrant this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also confirm that I/we have not done and undertake that I/we will not do at any time any of the following acts:

Communicate to a party other than the Collaborators the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance), enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Schedule:

- The word “person” includes any person, body or association, corporate or incorporate
- The phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

Schedule 3: Canvassing

TENDER FOR LEGAL PANEL FRAMEWORK SE678

I/We hereby confirm that I/we have not canvassed any member, officer, employee, or agent of the Collaborators or Other Participating Body in connection with the award of the Contract for the Legal Panel Framework and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not prior to the conclusion of the Provider selection process canvass or solicit any member, employee, agent or provider of Collaborators in connection with the award of the Contract for the Legal Panel Framework and that no person employed by me/us or acting on my/our behalf will do any such act.

Schedule 4: Call Off Procedure

Call-Offs under the Framework Agreement will be awarded via a direct award or following a mini-competition between all Providers appointed to their specific Lot. It will be at the CB's sole discretion whether to direct award or to run a mini-competition for a Call-Off subject to the conditions below for a direct award.

Direct Award

Direct awarding can be undertaken under this Framework. The process is best suited to specialist advisory work. It may be used to meet urgent requirements where the degree of urgency justifies the 'single tender' approach.

A direct award can only be made where the PB can satisfy themselves that value for money is being achieved through this approach.

The PB may, based on objectively justifiable grounds, choose a direct award by choosing the Provider on the relevant Lot(s) who demonstrably offers best value for money for its requirement when judged against the criteria of:

- speed of available response (including, without limitation, capacity to meet required deadlines and, where relevant, geographical location);
- quality (including, as appropriate, capability, expertise, past performance, availability of resources and proposed methods of undertaking the work); and
- Price.

Where the PB decide to direct award, this will involve instructing a specific Provider who has been included on the Framework for the relevant Lot(s) to provide the services. The instructions will request, for example:

- particular delivery timescales
- the specific individuals who will deliver the service and the costs of the service (as reflected in the tender)
- cost estimate to deliver the services

Mini-Competition

Where the PB decides to run a mini-competition, this will involve inviting "sealed bids" from those Providers who have been included on the Framework for the relevant Lot(s). These invitations will request, for example:

- detailed proposals to deliver the services
- particular delivery timescales
- the specific individuals who will deliver the service and the costs of the service (as reflected in the tender)
- cost estimate to deliver the services

A Call-off will be formed by the issue of written instructions (including via email) by the PB to the Provider and acceptance by the Provider of such an order (including via email). The Call-off will be on the terms specified in the Framework Agreement supplemented as appropriate by such details as price and delivery timescales which will be specified in the Call-Off order.

It is intended that awards of Call-Off orders following mini-competitions under the Framework Agreement will be based on the following criteria:

TABLE 2.4 – AWARD CRITERIA AND WEIGHTINGS		
CRITERIA FOR MINI COMPETITIONS UNDER THE MULTI-PROVIDER FRAMEWORK		WEIGHTINGS
Quality of proposed approach	<ul style="list-style-type: none"> • Detail of proposed approach • Timetable for delivery 	50%
Quality of people proposed	<ul style="list-style-type: none"> • People proposed to lead and carry out the work • Commitment to continuity of staff engaged in specific projects 	25%
Costs	<ul style="list-style-type: none"> • The proposal demonstrates value for money 	25%

The Provider(s) submitting the ‘most economically advantageous tender’ (MEAT) sealed bid in accordance with the criteria set out in Table 2.4 above will be awarded the Call Off order.

The PBs reserve the right not to conclude any Call-Off order(s) as a result of a mini-competition process.