



# Competitive Flexible Procedure-Light Touch Procurement Act 2023

Instruction to Participants

Legal Services – Closed Framework

Project \_42301

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## Introduction

1. This Procurement is being conducted in accordance with the Procurement Act 2023 and the Procurement Regulations 2024 using the Competitive Flexible Procedure.
2. This procurement relates to the provision of legal services which is defined as a light touch service under section 9 of the Procurement Act 2023 and Schedule 1 of the Procurement Regulations 2024. Network Rail is conducting this procurement in accordance with the relevant obligations set out in the Procurement Act 2023 and the Procurement Regulations 2024 relating to the procurement of light touch contracts by a utility.
3. This document outlines how the Procurement will be conducted, including details of the associated Procurement timetable, participation and award criteria and how to respond to this opportunity. Participants are strongly encouraged to read this document before preparing their submission.
4. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
5. This document should be read in conjunction with the Tender Notice and any other procurement documents which have been made available at this stage of the Procurement.
6. Network Rail reserves the right to issue updated versions of this document to Participants as and when the need arises, to reflect the current stage of the Competitive Flexible Procedure, together with any changes to the Procurement or any new information.
7. **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**
8. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix D.
9. All references to a 'section' are to a section in the Act unless otherwise stated.
10. All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex of this document unless otherwise stated.
11. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).
12. Should (i) the Participant find omissions, discrepancies or inconsistencies in the Procurement Documents; (ii) the meaning or intent of the Procurement Documents be unclear or illegible; or (iii) the Participant otherwise wishes to raise any question or assumption in respect of these documents, the Participant shall promptly seek clarification from Network Rail via the Bravo Portal.
13. Where references are made as PQQ within the Bravo portal, these are in line with the terminology of the Procurement Act 2023, Procurement Specific Questionnaire (PSQ)

## Procurement Timetable

14. The timetable for the Procurement is set out in the following table (the Procurement Timetable). Deadlines for the submission of responses to Network Rail are shown in bold.
15. Please note that Network Rail reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement, at any time. Any changes to the Procurement Timetable will be notified simultaneously to the Participants.
16. Failure to meet these deadlines will result in a Participant's submission not being considered unless there are exceptional mitigating circumstances.

Activity	Date & Time
Publication	24/03/2025
<b>Deadline of submission of clarification questions relating to PSQ</b>	<b>11/04/2025 11:00</b>
<b>PSQ response deadline</b>	<b>25/04/2025 11:00</b>
Notification of PSQ Outcome	02/06/2025
Issue ITT	09/06/2025
<b>Deadline of submission of clarification questions relating to the ITT</b>	<b>23/06/2025 11:00</b>
<b>Tender response deadline</b>	<b>04/07/2025 11:00</b>
Presentations	14/07/2025 – 04/08/2025
Publication of Assessment Summaries and Contract Award Notice	01/12/2025
Framework award date	05/01/2026

## Overview of Requirement

17. Network Rail is a public sector non-departmental public body who own, operate, maintain and develop the railway infrastructure in England, Scotland and Wales. For further information about our company please go to [www.networkrail.co.uk](http://www.networkrail.co.uk)
18. Network Rail as the Authority is putting in place a Closed Framework Agreement for Legal Services. This Framework Agreement will be for a period of five years with optional extensions of 1 + 1 years with an anticipated start date of 1st April 2026. Please refer to the Scope document for full details of this requirement.
19. This procurement is broken down into 5 Lots. Participants can bid for as many Lots as they meet the criteria for and there will be no restriction to the number of Lots they can be awarded. Full details of the requirements for each of the Lots are set out in the Scope which can be found in the PSQ Qualification Envelope on the Bravo Portal.
20. The proposed terms and conditions for this framework are NR1 (MT) which can be found in the PSQ attachments.
21. The three KPI's to be reported on as part of this Framework are: Budget Management, Matter Management and Feedback from NR Stakeholders. For further details please refer to the Scope which can be found in the PSQ Qualification envelope.

22. The IR35 determination for the delivery of this framework is out of scope, off payroll working rules do not apply. For additional information on secondees please refer to the scope document.
23. Current staff of the incumbent Participant may be eligible for transfer to the employment of any successful tenderer, under the provisions of Transfer of Undertakings (Protection of Employment) (TUPE) Regulations 2006 (as amended). More information on this matter, including details of workforce data shall be provided at the tender stage.
24. Network Rail will carry out a conditions of participation stage (requiring completion of a procurement specific questionnaire) followed by a single stage tender process (ITT) which will include a presentation stage.

## Submission Guidelines

25. Network Rail uses the Bravo Portal for this procurement. All communication and documents will be published through the Bravo Portal.
26. All communication with Network Rail in relation to this procurement event must be carried out using the Bravo portal.
27. All responses must be completed in English using the appropriate response format as detailed within the question on the Bravo portal.
28. Where the question sets out a page and font size limit, any narrative in excess of the stated limits or which otherwise contravenes the instructions from Network Rail will be disregarded and will not be considered as part of your response.
29. All page limits and font sizes are detailed within Appendix E, F, G, H & I for the PSQ and K, L, M, N & O for the ITT.
30. It is the responsibility of Participants to include all relevant information in their submission at both the Conditions of Participation and Tender stage(s). Network Rail will not take into account any information that is not included within the response.
31. All financial data is to be provided in pounds sterling (exclusive of Value Added Tax) unless otherwise requested.
32. Supporting documents will not be required unless requested by the question. It is the Participant's responsibility to ensure the attachments are correct for each question. Network Rail is not responsible for checking the attachments submitted.
33. The content of any pictures, charts, diagrams or other visuals will count towards the specified limitation on pages specified within the question, unless Network Rail expressly states otherwise. Any submission including pictures, charts, diagrams or other visuals must be clearly legible to Network Rail when printed.
34. The Bravo Portal supports individual attachments up to a maximum size of 100Mb, but it is recommended that you keep attachments to 2Mb. Where multiple attachments are permitted in response to a single question, then these must be uploaded as a zip file.
35. All Participants are required to submit a PSQ Economic and Financial Standing (ADVANCED) spreadsheet. If a Participant is only expressing an interest in one Lot or if they are proposing the same bidding model for more than one Lot only one PSQ Economic and Financial Standing (ADVANCED) spreadsheet is required. If a Participant is bidding for more than one Lot and has different bidding models, a PSQ Economic and Financial Standing (ADVANCED) spreadsheet needs to be submitted for each Lot.

36. Please follow the naming convention for each spreadsheet uploaded which is “Supplier name Lot Number, PSQ Economic and Financial Standing (ADVANCED) spreadsheet”.
37. If more than one spreadsheet is being submitted, please zip the spreadsheets into one file and upload to the Bravo portal in PSQ\_3652 Question 1.4.4
38. To answer all questions in the PSQ technical envelope see sections 1.1, 1.2, 1.3 and 1.4. At the PSQ Stage Participants are required to detail their historical experience for each of the specialisms using each of the relevant appendices. The appendices are detailed as follows:

- **Lot 1 England & Wales** – Appendix E with completion of
  - i) Commercial Bravo PSQ Response Template;
  - ii) Competition and Procurement Bravo PSQ Response Template;
  - iii) Corporate and Commercial Opportunities Bravo PSQ Response Template;
  - iv) Employment Bravo PSQ Response Template;
  - v) Health Safety and Environment Bravo PSQ Response Template;
  - vi) Litigation and Dispute Resolution Bravo PSQ Response Template;
  - vii) Planning Bravo PSQ Response Template; and
  - viii) Property Bravo PSQ Response Template
- **Lot 2 Scotland** – Appendix F with completion of
  - i) Commercial Bravo PSQ Response Template;
  - ii) Competition and Procurement Bravo PSQ Response Template;
  - iv) Employment Bravo PSQ Response Template;
  - v) Health Safety and Environment Bravo PSQ Response Template;
  - vi) Litigation and Dispute Resolution Bravo PSQ Response Template;
  - vii) Planning Bravo PSQ Response Template;
  - viii) Property Bravo PSQ Response Template; and
  - x) Regulatory Bravo PSQ Response Template.
- **Lot 3 Rail Regulatory** – Appendix G with completion of
  - ix a) Rail Regulatory Bravo PSQ Response Template England & Wales;
  - ix b) Rail Regulatory Bravo PSQ Response Template England & Wales; and
  - ix c) Rail Regulatory Bravo PSQ Response Template England & Wales.
- **Lot 4 Health and Safety Major Incidents** – Appendix H with completion of
  - xi a) Health & Safety Major Incidents Bravo PSQ Response Template Lot 4;
  - xi b) Health & Safety Major Incidents Bravo PSQ Response Template Lot 4; and
  - xi c) Health & Safety Major Incidents Bravo PSQ Response Template Lot 4.
- **Lot 5 Parliamentary Agents** – Appendix I with completion of
  - xii a) Parliamentary Agents Bravo PSQ Response Template Lot 5;
  - xii b) Parliamentary Agents Bravo PSQ Response Template Lot 5; and
  - xii c) Parliamentary Agents Bravo PSQ Response Template Lot 5.

39. By preparing and submitting a response, the Participant represents that it has read, fully understands and agrees to abide by the requirements of this document and associated Procurement Documents, has familiarised itself with the Procurement Event and any particular conditions under which the Framework is to be performed and, in the context of any tender submission, has allowed for all such conditions within its tender.

## Clarifications

40. Any requests for clarification relating to the Procurement must be submitted via the Bravo Portal, no later than the relevant deadline in the Procurement Timetable. Network Rail will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.
41. Network Rail reserves the right not to answer any requests for clarification submitted after the relevant deadline set out in the Procurement Timetable or submitted via any means other than the Bravo Portal.
42. If Participants identify a technical issue with Bravo Portal, they should contact Bravo via the e-sourcing Supplier Helpdesk. Details can be found on the Bravo landing page.
43. Where Network Rail considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Participants (without reference to the identity of the Participants which submitted the clarification question) the clarification question raised and Network Rail's response, with the exception of those deemed confidential.
44. If a Participant considers that its request for clarification should be treated as confidential and not disclosed to other Participants, it must communicate this and the reason why to Network Rail at the time of the submission of that clarification request. Network Rail will advise the Participants in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential and will provide an opportunity for the Participant to withdraw such aspects of the request for clarification.
45. In such circumstances, the Participant may either submit an amended request for the clarification to be treated as confidential, which would be considered by Network Rail in the same manner as the original request or raise a new request to be treated as a non-confidential request for clarification.
46. It is the responsibility of each Participant to monitor all clarifications issued by Network Rail. Network Rail accepts no liability for any Participants failure to keep abreast of clarifications issued.
47. Queries received and Network Rail's responses provided during the conditions of participation stage will (other than being shared with those engaged by Network Rail in assessment of the Participant's response to the conditions of participation) only be shared with Participants. Queries received and Network Rail's responses provided during the tender stage will (other than being shared with those engaged by Network Rail in assessment of the Participant's tender response, negotiations and/or conclusion of the Framework) only be shared with Participants.

## Part A – Conditions of Participation Stage

48. Network Rail is using a Procurement Specific Questionnaire (PSQ) which sets out its conditions of participation for this Procurement. Participants must satisfy the conditions of participation in order to participate in the next stage of this Procurement.
49. The PSQ is available through the Bravo Portal. The PSQ has been split by one qualification envelope and five technical envelopes (one envelope per Lot). Please note that the PSQ qualification envelope only needs to be completed once, regardless of how many Lots you bid on. The PSQ technical envelopes are Lot-specific. Therefore, please complete a technical envelope for each Lot you wish to express an interest in.
50. Participants may choose to rely on the capacities of other entities in order to meet the PSQ criteria set out. The types of entities which may be relied upon include, but are not limited to, consortia, sub-contractors and group companies (e.g. parent company).
51. For each of the questions in the PSQ, the Participants response will be assessed as per the score criteria in appendix E, F, G, H & I. These can be found in the PSQ technical envelope on the Bravo portal.
52. Where a Participant is demonstrating their historical ability within the PSQ and have delivered as part of a joint venture or consortium or used sub-contractors to deliver the services, the response must address how this was provided, irrespective of which party delivered those services.
53. PSQ responses will be checked for completeness and compliance. PSQ responses which are not complete, which are non-compliant and/or are late may be rejected and Network Rail shall not be obliged to continue its evaluation of the PSQ responses of that Participant.
54. All entities who are relied upon to meet the criteria are required to provide their own up-to-date core information on the Central Digital Platform (CDP) and share this information with us via the CDP (either as a share code or PDF download) in the relevant PSQ question.
55. The assessment and shortlisting process will involve an evaluation and a moderation process resulting in an agreed score which will be weighted according to the designated weight of the question.
56. All weighted scores will be rounded to 2 decimal places.
57. Participants who have successfully achieved a pass for all pass/fail questions, will have their PSQ responses ranked by reference to their total weighted score identified through the assessment process above, with the highest ranked PSQ response being ranked in first place.
58. It is the intention of Network Rail to select a shortlist of the 8 highest scoring Participants for Lot 1 and the 5 highest scoring Participants for Lots 2-5 to progress to tender stage.
59. In the event of two or more Participants in Lot 1 achieving identical total weighted PSQ scores to two decimal places, the following tests shall be applied (in descending order) to determine the ranking list:
  - The Participant(s) with the highest combined score for the Employment, Litigation & Dispute Resolution, Commercial, Competition and Procurement and Property sections shall be invited to the tender stage. Where there is still a tie;
  - The Participant(s) with the highest combined score for Health, Safety & Environment and Planning sections shall be invited to the tender stage. Where there is still at tie;
  - The Participant(s) with tied scores in relevant positions in the ranking list shall be invited to the tender stage.

60. In the event of two or more Participants in Lot 2 achieving identical total weighted PSQ scores to two decimal places, the following test shall be applied to determine the ranking list:
- The Participant(s) with the highest combined score for the Employment, Litigation & Dispute Resolution, Health, Safety & Environment and Property sections shall be invited to the tender stage. Where there is still a tie;
  - The Participant(s) with tied scores in relevant positions in the ranking list shall be invited to the tender stage.
61. In the event of two or more Participants in Lot 3 achieving identical total weighted PSQ scores to two decimal places, the following test shall be applied to determine the ranking list:
- The Participant(s) with the highest score for the Regulatory and Legal framework section shall be invited to the tender stage. Where there is still a tie;
  - The Participant(s) with the highest score for the Rail Regulatory section shall be invited to the tender stage. Where there is still a tie
  - The Participant(s) with tied scores in relevant positions in the ranking list shall be invited to the tender stage.
62. In the event of two or more Participants in Lot 4 achieving identical total weighted PSQ scores to two decimal places, the following test shall be applied to determine the ranking list:
- The Participant(s) with the highest score for the Investigations, Enforcement, Legal Proceedings and Incident response section shall be invited to the tender stage. Where there is still a tie;
  - The Participant(s) with the highest score for the Advisory section shall be invited to the tender stage. Where there is still a tie
  - The Participant(s) with tied scores in relevant positions in the ranking list shall be invited to the tender stage.
63. In the event of two or more Participants in Lot 5 achieving identical total weighted PSQ scores to two decimal places, the following test shall be applied to determine the ranking list:
- The Participant(s) with the highest score for the Roll A and Statutory Powers section shall be invited to the tender stage. Where there is still a tie;
  - The Participant(s) with the highest score for the Legislative Advice & Petitioning section shall be invited to the tender stage. Where there is still a tie
  - The Participant(s) with tied scores in relevant positions in the ranking list shall be invited to the tender stage.
64. In the event that there are fewer than 8 Participants for Lot 1 and 5 Participants for Lots 2-5 to be invited to Tender, then Network Rail reserves the right at its sole discretion to continue with the remaining short-listed Participants or abandon the Procurement.
65. The draft ITT information is being shared at the PSQ publication stage for information purposes only. The ITT questions/submissions are not required until the next stage.



## Part B – Tender Stage

### Single Tender Stage

1. Participants shortlisted in accordance with Part A of this document will be invited to the tender stage. Network Rail reserves the right to reissue, update or supplement this document at the tender stage and reissue it to Tenderers.
2. The tender stage is divided into the following stages for Lots 1, 2 & 3 only:

- Initial tender responses which will be assessed
- Presentation meetings (full details are provided in Appendix P); and,
- Commercial clarifications with awarded suppliers on Fixed Fee Menu.

For Lots 4 & 5 the tender stage is as follows:

- Initial tender responses which will be assessed; and,
- Presentation meetings (full details are provided in Appendix P).

3. The tender submission requirements are broken into three envelopes qualification, technical and commercial.
4. Variant Tenders are not permitted in this procurement event.
5. The tender period provides Tenderers with the opportunity to raise any questions of Network Rail via the Bravo Portal. Where the Tenderer feels unable to comply with the requirements of Network Rail (including the terms and conditions of the Framework under any circumstances, or at any price), Tenderers are advised to promptly seek clarification in accordance with the requirements in the clarification process prior to the relevant deadline specified in the Procurement Timetable.
6. Network Rail will only consider questions raised by Tenderers in accordance with the clarification process above during the tender period and reserves the right (in its discretion) to maintain its documentation as drafted or to issue amendments or updates to its documentation or this procurement process.
7. Where qualifications are made within a Tenderer's submission (whether it relates to a new issue which was not raised by the Tenderer during the tender period or arises from an issue which was raised but has not been addressed by an amendment or update issued by Network Rail), Network Rail reserves the right to treat the relevant tender response as non-compliant.
8. Tender responses will be checked for completeness and compliance. Tender responses which are not complete, which are non-compliant and/or are late may be rejected and Network Rail shall not be obliged to continue its evaluation of the tender responses of that Tenderer.
9. As with any procurement exercise, a Tenderer in submitting its price for evaluation does so in acceptance of all business risks and circumstances arising from time to time.
10. Appendices K, L, M, N & O detail the technical questions for sections 2.1 and 2.2 in the Bravo ITT Technical Envelope.

11. Appendix Q should be utilised for responses to Question 2.1.4 in the Bravo Technical Envelope.
12. For each of the questions, the Tenderers response will be assessed as per the score criteria in appendix K, L, M, N, O & P.
13. Where a tenderer is bidding as part of a joint venture or consortium or proposing to use sub-contractors to deliver the services, the response must address how this will provide the same high level of legal services as required by Network Rail, irrespective of which party is delivering those services.
14. In evaluating tender responses, Network Rail will seek the most advantageous tenders having regard to the criteria set out in Appendix K, L M, N, O & P.
15. Where a Participant is bidding for multiple Lots, Network Rail has specified where the same response is required across all Lots (a Generic Response) or where a specific response is required for the Lot (a Specific Response). There is one exception to this for the Service Delivery – Mobilisation question (Q3) where Participants can choose to submit a Generic Response or a Specific Response. Please include within the naming title if this is a specific or generic response.
16. Where a proportional vs best evaluation is utilised, and a zero-value response is part of a compliant offering, a nominal value of £1 will be attributed for evaluation purposes.
17. The assessment and shortlisting Process (ITT) will involve an evaluation and a moderation process resulting in an agreed score which will be weighted according to the designated weight of the question.
18. All weighted scores will be rounded to 2 decimal places.
19. Network Rail may raise clarification questions with a Tenderer at any time which will be communicated by Network Rail to the relevant Tenderer, who must respond within the time indicated by Network Rail.
20. Network Rail reserves the right to disregard any tender that offers a price that Network Rail considers to be abnormally low for the performance of the contracts under the Framework. Before disregarding any tender on this basis, Network Rail will notify the relevant Tenderer that Network Rail considers the price to be abnormally low and provide the Tenderer with an opportunity to demonstrate that it will be able to perform contracts under the Framework for the price offered. Where the Tenderer does not demonstrate to Network Rail's satisfaction that it will be able to perform the contracts under the Framework for the price offered, Network Rail may reject the tender.
21. Tenderers will have their tender responses ranked by reference to their total weighted score identified through the assessment process above, with the highest ranked tender response being ranked in first place.
22. It is the intention of Network Rail to identify 4 Tenderers to be awarded a framework contract for Lot 1 and two Tenderers to be awarded a framework contract for Lots 2, 3, 4 and 5.

23. In the event of two or more Tenderers achieving identical total weighted scores for their tender to two decimal places, the following tests shall be applied (in descending order) until the successful tenderer is identified:
- The Tenderer with the highest technical score shall be deemed the final successful tenderer. Where there is still a tie;
  - The Tenderers with the highest “Specific Team Details” score shall be deemed the final successful tenderer. Where there is still a tie;
  - The Tenderer with the highest “Service Delivery” score shall be deemed the final successful tenderer.
24. Network Rail intends to hold clarification meetings with appointed Tenderers of Lots 1, 2 & 3. The objective of these meetings is to confirm the prices for the Property Non-Litigation Fixed Fee and the Property Litigation Fixed Fee Menu. Please refer to the Legal Pricing Template for Lots 1, 2 & 3 for more information, which is detailed in the Guidance tab of the spreadsheet.

## **Appendix A: Procurement terms and conditions**

### **Procedural requirements**

1. This document together with all other associated documents provided to Participants in connection with this Procurement contain procedural requirements which Participants must follow.
2. **FAILURE TO COMPLY WITH THE TIMESCALES, FULLY COMPLETE THE DOCUMENTS, PROVIDE ALL THE INFORMATION REQUIRED OR MEET ANY OF THE REQUIREMENTS IN THE PROCUREMENT DOCUMENTS, OR ANY MISREPRESENTATION OF INFORMATION BY THE PARTICIPANT OR FAILURE TO COMPLY WITH NETWORK RAIL'S CONFIDENTIALITY REQUIREMENTS FOR WHATEVER REASON, MAY RESULT IN THE PARTICIPANT'S EXCLUSION FROM THIS PROCUREMENT AND THEIR RESPONSE NOT BEING CONSIDERED BY NETWORK RAIL.**

### **Central Digital Platform**

3. Participants that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any associated persons which are relevant for the purposes of this Procurement. Participants must notify Network Rail immediately if they are unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

### **Transparency**

4. Participants should note that, in accordance with general transparency obligations and procurement law obligations under the Act, Network Rail routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Participant(s) compliance with payment obligations and contract performance. Compliance with these obligations will involve Network Rail taking steps without consultation with Participants. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
5. All central government departments and their executive agencies and non-departmental public bodies are subject to controls and reporting within government. In particular, they report to various government bodies including but not limited to the Cabinet Office and HM Treasury for all expenditure. Network Rail reserves its absolute right to share with government any of the documentation/information submitted by Participants during this Procurement (including any information that a Participant considers to be confidential and/or commercially sensitive).
6. Where required, Network Rail will disclose on a confidential basis any information it receives from Participants during the Procurement to any third party engaged by Network Rail for the specific purpose of assessing or assisting Network Rail in assessing the Participant's submission. In providing such information the Participant consents to such disclosure.

### **Modifying the Procurement**

7. Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of Network Rail (or any other person) to enter into a contractual agreement.

8. Network Rail reserves the right to cancel the Procurement at any point and/or to choose not to award any lot as a result of this Procurement. Any decision by Network Rail not to award a Lot does not prevent Network Rail from awarding the remaining Lots.
9. Participants will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, Network Rail is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.
10. Network Rail reserves the right at any time:
  - a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A;
  - b. to require a Participant to clarify their proposal(s) and/or tender submission in via the Bravo portal;
  - c. to alter the Procurement Timetable for this Procurement including the right to award different lots at different times;
  - d. to rewind and re-run any part of the Procurement; and,
  - e. to amend the Procurement as described herein, including the number of stages and the number of Participants to be selected at any stage

#### **Confidentiality and publicity**

11. Save to the extent made publicly available by Network Rail, the information in this document (together with all attachments and any other information communicated to Participants during the Procurement) is made available on the condition that it is treated as confidential information by the Participant and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to Network Rail, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of Network Rail) to keep such information confidential.
12. Participants must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of Network Rail. When requesting prior written agreement, Participants are required to detail the proposed media coverage including format and content of any publicity and submit the request via the Bravo Portal.

#### **Freedom of information and environmental information**

13. Network Rail is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to Network Rail may be disclosed in response to a request made pursuant to the FOIA or the EIR.
14. In respect of any information submitted by a Participant that it considers to be commercially sensitive, the Participant should:
  - f. clearly identify which information is considered commercially sensitive; and;
  - g. explain the potential implications of disclosure of such information
  - h. provide an estimate of the period of time for which the Participant considers that such information will remain commercially sensitive.
15. Network Rail will endeavour to consult with a Participant about commercially sensitive information before making a decision on any FOIA requests and EIR requests received

16. Participants should note, however, that the final decision on any FOIA request and EIR request rests with Network Rail, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, Network Rail will be obliged to disclose that information in response to a request. Accordingly, Network Rail cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

#### **Requirements on sub-contractors and consortia**

17. If requested to do so by Network Rail, a Participant will be required to enter into a legally binding arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Participant's exclusion from the Procurement.

#### **Non-collusion, non-canvassing**

18. Any attempt by a Participant or their advisers to influence the Procurement in any way, may result in the exclusion of the Participant, without prejudice to any other civil or legal remedies available to Network Rail and without prejudice to any criminal liability that such conduct by a Participant may attract.
19. Specifically, Participants must not directly or indirectly at any time:
- a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance;
  - b. enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission;
  - c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement;
  - d. canvass any employees, members or agents of Network Rail in relation to this Procurement;
  - e. attempt to obtain information from any of the employees, members or agents of Network Rail or their advisors concerning another Participant or submission;
  - f. carry out any other co-operation or collusion with another Participant or any other person which Network Rail considers capable of undermining fair competition; and,
  - g. contacts any employee of Network Rail prior to the contract being awarded about any aspect of the contract in a manner not permitted in the Procurement Documents (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Participant of any such employee).
20. Participants are required to complete and return Appendix S (Certificate of non-collusion and non-canvassing) noting that Network Rail will be entitled to rely on the information provided in the certificate.

#### **Conflicts of interest**

21. Participants are responsible for notifying Network Rail immediately of any actual, potential, or perceived conflict of interest via the Bravo Portal.

22. In the event of any actual, potential, or perceived conflict of interest, Network Rail shall in its absolute discretion decide on the appropriate course of action. Network Rail reserves the right to:
- a. exclude any Participant that fails to notify the Network Rail of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists.
  - b. exclude any Participant where there is an actual, potential or perceived conflict that cannot be mitigated.
  - c. request further information from any Participant and require any Participant to take reasonable steps to mitigate a conflict of interest. This may include requiring any Participant to enter into a specific conflict of interest agreement with the Network Rail. Failure to do so may result in the Participant being excluded from participating in, or progressing as part of, the Procurement process.

### **Intellectual property**

23. Participants are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by Network Rail and/or its advisers in this Procurement, in whatever format, belong to Network Rail, its advisers or the relevant owner/licensor. Participants shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of Network Rail which shall be requested via the Bravo Portal. All documentation supplied by Network Rail in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Participants.

### **Anti-competitive behaviour**

24. Participants, including associated suppliers are responsible for compliance with their obligations under applicable competition laws. Network Rail may require evidence from Participants that their arrangements are not anti-competitive and reserves the right to require any Participant to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
25. Any evidence of anti-competitive behaviour may result in a Participant being disqualified from the Procurement. Network Rail also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
26. Participants should note that anti-competitive behaviour may result in the Participant being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Participant may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

### **Contract**

27. Notification of an award decision does not constitute acceptance of an offer by Network Rail. Any document submitted by a Participant shall only have contractual effect when it is contained within an executed written contract.
28. The Participant's final tender submission must remain valid for acceptance for a period of 200 days from the date of its submission or until any procurement challenge/s have been resolved.

### **Participant withdrawal**

29. In the event that a Participant withdraws from the Procurement, Network Rail reserves the right (but shall not be obliged) to invite the next highest ranked Participant that submitted a valid response to the PSQ but which attained a score that was not sufficiently high for it to be shortlisted, to be re-instated in the Procurement and invited to submit an initial tender.

### **Modifying your responses**

30. Participants may modify their submitted responses prior to the submission deadline. (Network Rail will not open any submissions until after the submission deadline set out in the Procurement Timetable.)

### **Participant eligibility**

31. Participants are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
32. Network Rail reserves the right to require any Participant to provide such further information as Network Rail may require (and for the avoidance of doubt, Network Rail may make multiple requests) as to any issue addressed in the Tender Documents, including, but not limited to, the economic and financial standing of the Participant at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
33. Network Rail must be notified in writing via the Bravo portal promptly of any changes in the information that the Participant has provided in its response to this Procurement (including but not limited to arrangements in relation to any associated persons) at any point before the entry into the Framework Contract so that Network Rail may assess whether the Participant continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, Network Rail reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Participant concerned from the Procurement.

### **Participant warranties**

34. In responding to this procurement, the Participant warrants, represents and undertakes to Network Rail that:
- a. it understands and has complied with the conditions set out in this document;
  - b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to Network Rail by the Participant, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the relevant response to this document;
  - c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of Network Rail (with the exception of any information which is expressly warranted by Network Rail); and
  - d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to Network Rail.



35. Participants should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
- a. Network Rail may exclude the Participant from participating in this Procurement
  - b. the Participant may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
  - c. Network Rail may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Participant for damages
  - d. if fraud or fraudulent intent can be proved, the Participant may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Participant may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

**Third parties**

36. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

**Applicable law**

37. The law of England and Wales is applicable to this Procurement for Lots 1, 3, 4 and 5.
38. The law of Scotland is applicable to this Procurement for Lot 2.
39. Participants must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement for Lots 1, 3, 4 and 5.
40. Participants must agree to submit to the jurisdiction of the Court of Sessions in relation to any dispute arising out of or in connection with this Procurement for Lot 2.

## Appendix B – Conditions of Participation Criteria

### Qualification Envelope

Question	Description	Weighting	Type	Criteria
<b>Part 1</b>				
Supplier Name	Please provide your supplier name	n/a	Information Only	n/a
CDP – Registration	You must be registered on the central digital platform (CDP). What is your central digital platform unique identifier?	n/a	Information Only	n/a
Bidding Model	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium. If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide; a. the name of the group/consortium b. the proposed structure of the group/consortium, including the legal structure where applicable c. the name of the lead member in the group/consortium d. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)"	n/a	Information Only	n/a
Lots	Please confirm which Lot(s) you wish to bid for?	n/a	Information Only	n/a
Debarment List	Are you on the debarment list?	n/a	Pass/Fail	To pass this question a Participant either

Question	Description	Weighting	Type	Criteria
				<ul style="list-style-type: none"> <li>a) Does not feature on the debarment list, or</li> <li>b) Does feature on the debarment list but can demonstrate evidence that they will be removed from the debarment list prior to contract commencement.</li> </ul>
Debarment List (Follow Up)	If yes, please insert details.	n/a	Text	This question is to validate the question above.
CDP – Information Sharing	<p>You must submit up-to-date core supplier information on the CDP and share this with information with us via the CDP (either a share code or PDF download).</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>a. basic information</li> <li>b. economic and financial standing information</li> <li>c. connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies); and,</li> <li>d. exclusion grounds information</li> </ul>	n/a	Pass/ Fail	<p>To pass this question a Participant either:</p> <ul style="list-style-type: none"> <li>a) Provides a fully completed response and has not failed any excluded or excludable questions, or</li> <li>b) Provides a fully completed response and where there has been failed excluded or excludable questions, has self-cleansed to a standard that is</li> </ul>

Question	Description	Weighting	Type	Criteria
	Please confirm you have shared this information with us.			deemed acceptable by Network Rail.
<b>Part 2</b>				
Associated Persons	Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).	n/a	Information Only	n/a
Question 8	For each associated person, please confirm which condition(s) of participation you are relying on them to satisfy.	n/a	Information Only	n/a
Question 9	<p>For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):</p> <ul style="list-style-type: none"> <li>a. basic information</li> <li>b. economic and financial standing information (if they are being relied upon to meet conditions of participation regarding financial capacity)</li> <li>c. connected person information</li> <li>d. exclusion grounds information</li> </ul>	n/a	Pass/ Fail	<p>To pass this question an associated person either:</p> <ul style="list-style-type: none"> <li>a) Provides a fully completed response and has not failed any excluded or excludable questions, or</li> <li>b) Provides a fully completed response and where there has been failed excluded or excludable questions, has self-cleansed to a standard that is</li> </ul>

Question	Description	Weighting	Type	Criteria
				deemed acceptable by Network Rail.
Question 10	Are any of your associated persons on the debarment list?	n/a	Pass/ Fail	<p>To pass this question an associated person either:</p> <ul style="list-style-type: none"> <li>a) Does not feature on the debarment list, or</li> <li>b) Does feature on the debarment but can demonstrate evidence that they will be removed from the debarment list prior to contract commencement.</li> </ul>
Debarment List (Follow Up)	If yes, please insert details.	n/a	Text	This question is to validate the question above.
Part 2B				
Intended Subcontractors	<p>Please provide:</p> <ul style="list-style-type: none"> <li>a. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)</li> <li>b. their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number charity number, VAT registration number, or equivalent; and,</li> </ul>	n/a	Information Only	n/a

Question	Description	Weighting	Type	Criteria
	<p>c. a brief description of their intended role in the performance of the contract</p> <p>If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q12 are not applicable.</p>			
Question 12	Are any of your intended sub-contractors on the debarment list?	n/a	Pass/Fail	<p>To pass this question a Participants sub-contractor(s) either;</p> <ul style="list-style-type: none"> <li>a) Do not feature on the debarment list, or</li> <li>b) Does feature on the debarment but can demonstrate evidence that they will be removed from the debarment list prior to contract commencement.</li> </ul> <p>If a sub-contractor is included on the debarment list, the participant may have 14 days from the date at which they are informed by Network Rail to find a replacement who meets the criteria to pass.</p>

Question	Description	Weighting	Type	Criteria
Debarment List (Follow Up)	If yes, please insert details.	n/a	Information Only	This question is to validate the question above.
<b>Part 3A – Procurement Specific Questions</b>				
Supplier Financial Health Score	Is your "Supplier Financial Health Model Score" greater than or equal to 40%?"	n/a	Pass/Fail	A Participant will pass this question if they (or a guarantor or associated person) have a supplier financial health model score equal to or greater than the figure specified.
Supplier Financial Health Score (Attachment)	Please download, complete and attach the populated PSQ Economic and Financial Standing (ADVANCED) spreadsheet showing your supplier financial health score.	n/a	Information Only	This question is to validate the question above.
Guarantor	Are you relying on another supplier to act as a guarantor?  If so, please provide their name and evidence of their economic and financial standing.	n/a	Information Only	This question is to validate the supplier financial health score.
Insurances	Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below: <ul style="list-style-type: none"> <li>• Employer's (Compulsory) Liability Insurance = £10m; and,</li> <li>• Public Liability Insurance = £10m</li> <li>• Professional Indemnity Insurance = £10m</li> </ul>	n/a	Pass/Fail	A Participant will pass this question if they  <ul style="list-style-type: none"> <li>a) Provide evidence of all the insurances already in place, or</li> <li>b) Provide evidence of some insurances in place, and the details of how the others will</li> </ul>

Question	Description	Weighting	Type	Criteria
				<p>be in place by contract award, or</p> <p>c) Provide details of how the insurances will be in place by contract award.</p> <p>Please note, if the Participant passes on grounds b or c, this will be checked prior to signatory of contracts.</p>
15.2	Provide evidence of insurances already in place.	n/a	Information Only	This question is to validate the question – Insurances.
15.3	Provide details of your insurances which would be obtained following contract award (including information on how you will obtain this insurance – e.g. a quote).	n/a	Information Only	This question is to validate the question – Insurances.
Question 16	Where conditions of participation relating to legal capacity have been specified in the relevant notice or procurement documents for this procurement, please confirm if you meet these conditions of participation.	n/a	Pass/Fail	The Participant will pass this question where they respond “Yes”.
UK GDPR	<p>Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.</p> <p>Please provide details of the technical facilities and</p>	n/a	Pass/Fail	The Participant will pass this question where they demonstrate that they have or will have in place the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the



Question	Description	Weighting	Type	Criteria
	<p>measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>● to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>● to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>● to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>● to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place);</li> <li>● to maintain records of personal data processing activities; and,</li> <li>● to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>			protection of the rights of data subjects.
UK GDPR (2)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:	n/a	Pass/Fail	The Participant will pass this question where they have or will have in place the technical facilities and measures to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects.

Question	Description	Weighting	Type	Criteria
	<ul style="list-style-type: none"> <li>● to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>● to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>● to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>● to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place);</li> <li>● to maintain records of personal data processing activities; and</li> <li>● to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>			
<b>Part 3B – Compliance with PPNs</b>				
Tackling Modern Slavery in Supply Chains	<p>If you are a 'relevant commercial organisation*' and are subject to the requirements contained within section 54 of the Modern Slavery Act 2015 and associated guidance, please confirm that you have provided a statement, and your statement includes information relating to:</p> <p>a. the organisation's structure, its business and its supply chains;</p> <p>b. its policies in relation to slavery and human trafficking;</p> <p>c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains;</p>	n/a	Pass/Fail	<p>A Participant will pass this question where:</p> <ul style="list-style-type: none"> <li>- they have an annual turnover of below £36million and so are not required to provide a response, or</li> <li>- they have provided a statement which includes</li> </ul>

Question	Description	Weighting	Type	Criteria
	<p>d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;</p> <p>e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate; and,</p> <p>f. the training and capacity building about slavery and human trafficking available to its staff.</p> <p>If you are not a 'relevant commercial organisation' but have a turnover of more than £36 million, please provide a link to an equivalent statement or document which demonstrates information a to f above.</p> <p>*'Relevant commercial organisations' are defined as commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover of £36 million or more.</p> <p>Where this question does not apply, please attach a word document with the title "N/A"</p>			<p>reference to sections a to f in the question.</p>

## Technical Envelope

Question	Description	Weighting	Type	Criteria
<b>Information Security</b>				
Information Security	Which information security accreditations has your organisation achieved or is expecting to achieve by the date of contract award?	n/a	Pass/Fail	A Participant will “Pass” section 10 in the Qualification envelope if they have achieved an ISO 27001 certification, Cyber Essentials Plus or Cyber Essentials for the requirement in this Procurement Event, and the certification can be validated.
ISO 27001	Please upload a copy of your ISO 27001 certificate or if you are in the process of obtaining this, please explain how your organisation expects to achieve this standard by the date of contract award.	n/a	Information only	This question is to validate the question – Information Security
Cyber Essentials Plus	Please upload a copy of your Cyber Essentials Plus certificate or if you are in the process of obtaining this, please explain how your organisation expects to achieve this standard by the date of contract award.	n/a	Information only	This question is to validate the question – Information Security
Cyber Essentials	Please upload a copy of your Cyber Essentials certificate or if you are in the process of obtaining this, please explain how your organisation expects to achieve this standard by the date of contract award.	n/a	Information only	This question is to validate the question – Information Security.

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Question	Description	Weighting	Type	Criteria
Other	Please state what other information security certification you have, or if you are in the process of obtaining a certification then please explain how your organisation expects to achieve this certification by the date of contract award. Please upload a copy of the other information security certification.	n/a	Information only	This question is to validate the question – Information Security.
Information Security Maturity		n/a	Pass/Fail	<p>Where a Participant is not ISO27001 certified, then each of the sub questions in the Bravo portal must be answered.</p> <p>For questions 1 – 30, the following methodology will be used to calculate the score.</p> <p>100% Question is Not Applicable</p> <p>100% Wholly Agree</p> <p>40% Partially Agree</p> <p>0% Do not Agree</p> <p>A Participant will “Pass” this question where they achieve an overall total weighted score of 32%.</p> <p>Question 31 is not scored but must be completed where “Partially Agree” or “Do Not Agree” is selected for any of the questions 1 – 30.</p>

Question	Description	Weighting	Type	Criteria
Conflicts of Interest Policy	Please confirm that you will comply with the Network Rail Conflicts Policy.	n/a	Pass/Fail	
<b>Technical Capacity and Capability</b>				
Technical Capacity and Capability	<p><b>Please see Appendix E, F, G, H &amp; I for Technical Capacity and Capability questions. Please note that the relevant appendix for each Lot will be located in the PSQ requisite Technical Envelope for that Lot.</b></p> <p>Appendix E – Lot 1 England &amp; Wales</p> <p>Appendix F – Lot 2 Scotland</p> <p>Appendix G – Lot 3 Rail Regulatory</p> <p>Appendix H - Lot 4 Health, Safety &amp; Environment - Major Incidents</p> <p>Appendix I – Lot 5 – Parliamentary Agents.</p>		Pass/Fail	
<b>Technical Experience</b>				
Lots 1, 2, 3, 4, & 5	<p><b>Please see Appendix E, F, G, H &amp; I for Technical Experience questions. Please note that the relevant appendix for each Lot will be located in the PSQ requisite Technical Envelope for that Lot.</b></p> <p>Appendix E – Lot 1 England &amp; Wales</p> <p>Appendix F – Lot 2 Scotland</p> <p>Appendix G – Lot 3 Rail Regulatory</p>	Please see relevant appendix for information on Weighting, Type and Criteria.		

Question	Description	Weighting	Type	Criteria
	Appendix H - Lot 4 Health, Safety & Environment - Major Incidents  Appendix I – Lot 5 – Parliamentary Agents.			

## Appendix C – Tender Criteria

Network Rail reserves the right to issue updated versions of this appendix to Participants as and when the need arises. For full tender criteria, please see the relevant appendices (K, L,M,N,O & P) for each Lot.

### Qualification Envelope

Question	Description	Weighting	Type	Criteria
Confirmation	Please confirm you have downloaded the relevant documents to complete the tender	n/a	Information Only	n/a
Form of Tender	Please download, complete and attach the Form of Tender	n/a	Information Only	n/a
Compliance or Non-Compliance Statement - Commercial	Please select whether you will complete a Compliance or Non-Compliance Statement - Commercial	n/a	Information Only	n/a
Compliance or Non-Compliance Statement - Technical	Please select whether you will complete a Compliance or Non-Compliance Statement - Technical	n/a	Information Only	n/a
AI Usage	Have you used AI or machine learning tools, including large language models, to assist in any part of your tender submission? This may include using these tools to support the drafting of responses to Award questions.	n/a	Information Only	n/a
AI Usage Declaration	Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy.	n/a	Information Only	n/a



Question	Description	Weighting	Type	Criteria
Resource Declaration	<p>The Tenderer confirms, should its tender be accepted:</p> <ol style="list-style-type: none"> <li>1. that it has the resources available with the necessary skills, competencies, knowledge and experience to execute the Works/Services within the time period specified in the Invitation to Tender and provision of such resources will not prejudice the timely performance of any other contract existing at the date proposed for award of this Contract;</li> <li>2. the committed resources assigned to this Contract at acceptance of tender will remain assigned to this Contract until released by the Employer's Representative;</li> <li>3. it will assign the "key personnel" defined in, Key Personnel &amp; CV's, as approved by the Employer's Representative, at award of contract; and,</li> <li>4. that in the event of "key personnel" becoming unavailable (due to ill health/resignation of employment or the like) the Tenderer agrees to provide a replacement of equal standard and status within 48 hours of the original "key personnel" becoming ill or giving notice of resignation.</li> </ol>	n/a	Information Only	n/a

## Technical Envelope

Question	Description	Weighting	Type	Criteria
	<p><b>Please note that the relevant appendix for each Lot will be located in the ITT requisite Technical Envelope for that Lot.</b></p> <p>Appendix K – Lot 1 England and Wales</p> <p>Appendix L – Lot 2 Scotland</p> <p>Appendix M – Lot 3 Rail Regulatory England &amp; Wales</p> <p>Appendix N – Lot 4 Health &amp; Safety Major Incidents</p> <p>Appendix O – Lot 5 Parliamentary Agents</p> <p>Appendix P – Presentations -applicable to all Lots</p> <p>Appendix Q – Specific Team Details – applicable to all Lots.</p>	See appendix	See appendix	Please see Appendix K, L, M, N, O & P

## Commercial Envelope

Please see Legal Services Pricing Templates within the Commercial Envelope for full details on how to complete and submit pricing. The pricing templates are named as follows and can be found in the ITT Commercial envelope of each Lot on Bravo:

1. Legal Services Pricing Template Lot 1 England and Wales
2. Legal Services Pricing Template Lot 2 Scotland
3. Legal Services Pricing Template Lot 3 Rail Regulatory England & Wales
4. Legal Services Pricing Template Lot 4 Health and Safety Major Incidents
5. Legal Services Pricing Template Lot 5 Parliamentary Agents

## Appendix D – Definitions

Term	Definition
Associated Person	A person the supplier is relying on in order to satisfy the conditions of participation (other than a guarantor)
Bravo Portal	Network Rail's electronic procurement and contract management system accessed at <a href="https://networkrail.bravosolution.co.uk/web/login.html">https://networkrail.bravosolution.co.uk/web/login.html</a>
Contract	The contract(s) to be entered into by Network Rail and the successful Tenderer(s), the draft terms and conditions for which are being issued as part of the Procurement Documents
Control Period	The 5-year cycle for which Network Rail receives funding for the operations, maintenance and renewal of the railway.
Framework	The framework agreement(s) to be entered into by Network Rail and the successful Tenderer(s), the draft terms and conditions (including the commission procedure) for which being issued as part of the Procurement Document
ITT	Invitation to Tender
Notice	A call for competition by publication of a Tender notice in Find a Tender
NR	Network Rail
ORR	Office of Rail and Road
Participant	A collective term for a) an economic operator (or a group of economic operators acting in a consortium) that is seeking to pre-qualify for and be invited to tender for this Procurement Event and b) an economic operator (or group of economic operators bidding as a consortium) who has pre-qualified for this Procurement Event and been invited to tender.
Procurement Documents	These Instructions to Participants, the PSQ, the draft terms and conditions for the Framework and any additional documents set out in the Tender Documents section of these Instructions to Participants.
Procurement Timetable	The timetable showing the key dates and deadlines for the pre-qualification stage and/or tender stage associated with this Procurement Event.
PSL	Professional Support Lawyer
Tenderer	An economic operator (or group of economic operators bidding as a consortium) who has pre-qualified for this Procurement Event and been invited to tender