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1. PURPOSE

To obtain an external legal resource (the “external resource”) to provide advice and assistance to the Department and DfT LA in respect of the effect the UK’s exit from the EU (the “EU Exit”) may have on the operation of the Channel Tunnel (the “Tunnel”). The GETLINK group (“GETLINK”) operate passenger and freight services through the Tunnel.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Rail Group sits within the DfT and manages the government’s involvement in all matters relating to the UK rail industry.
- 2.2 Within Rail Group, the International Rail team and manages the government’s involvement in all matters relating to the Channel Tunnel. As joint Principals of the Channel Tunnel the UK Government has a range of interests and obligations under commercial contracts and international Treaties. These include the Treaty of Canterbury and the Eurotunnel Concession Agreement, as well as the Back to Back Agreement with Eurostar.
- 2.3 DfT owns those Government responsibilities and is the main point of contact for the Channel Tunnel within the UK Government for industry stakeholders including Eurotunnel, as well as Eurostar and freight operators.

The Channel Tunnel Rail Link, generally known as HS1, is operated, managed and maintained by HS1 Ltd under a long concession lasting until December 2040. The Government retains certain rights and obligations under this concession.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

Information withheld in reliance on the exemption at section 42(1) of the FOI Act.

4. DEFINITIONS

Expression or Acronym	Definition
DfT or the Department	means Department for Transport
GLD	means Government Legal Department
HMRC	means HM Revenue and Customs
HMT	means HM Treasury
HS1	means High Speed 1 Ltd
LA	means Legal Advisers



5. SCOPE OF REQUIREMENT

Information withheld in reliance on the exemption at section 42(1) of the FOI Act.

6. THE REQUIREMENT

Information withheld in reliance on the exemption at section 42(1) of the FOI Act.

7. KEY MILESTONES AND DELIVERABLES

- 7.1 The project has no specific Key Milestones, but will specify deadlines for particular tasks as and when they are commissioned.
- 7.2 The external resource is requested to prepare regular (weekly, or as otherwise agreed) updates for the Department team giving details of:
 - 7.2.1 Emerging issues that need to be addressed;
 - 7.2.2 Actual time and costs incurred to date by activity and estimated time and cost to completion (to be updated on a four-weekly basis that coincides with the Department's internal reporting cycle).
- 7.3 The Legal Adviser will be required to produce monthly timesheets for approval by the Department detailing:
 - 7.3.1 work completed by task;
 - 7.3.2 hours charged together with the name of the person who has carried out the work and their hourly rate;
 - 7.3.3 recoverable expenses; and
 - 7.3.4 approved disbursements.

8. VOLUMES

- 8.1 As this is a call-off contract, volumes of work cannot be guaranteed.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier should present new ways of working to the Department during Contract review meetings.



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- 9.3 Changes to the way in which the Services are to be delivered must be brought to the Department's attention and agreed prior to any changes being implemented.

10. SUSTAINABILITY

- 10.1 There are no specific sustainability considerations relevant to this requirement.

11. QUALITY

- 11.1 There are no specific quality considerations relevant to this requirement.

12. PRICE

- 12.1 *Information withheld in reliance on the exemption at section 43(2) of the FOI Act.*
- 12.2 The Department may, subsequent to the award of the Contract, request capped fees for discrete elements of the Contract which are able to be separated out as individual tasks. The Provider will be expected to agree on an estimate of the hours or total cost of processing the work on behalf of the Department.
- 12.3 Where a capped price is specified, the capped price represents the maximum amount the Department will incur. The Department will only be liable to the value of the capped cost and no excess costs may be carried forward or otherwise applied to other activities.
- 12.4 Prices are to be submitted via the e-Sourcing Suite [Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 13.3 The Supplier shall ensure that staff understand the Department's vision and objectives and will provide excellent customer service to the Department throughout the duration of the Contract.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1 The Department will measure the quality of the Supplier's delivery in accordance with Schedule 2, Part A of the Panel Agreement for Provision of Finance and Complex Legal Services.



15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 15.1 The Supplier will be expected to take all appropriate measures to ensure that confidential or sensitive material is not disclosed, in accordance with the provisions of the Crown Commercial Service Panel, RM3787 Finance and Complex Legal Services.

16. PAYMENT AND INVOICING

- 16.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 16.2 Monthly timesheets will need to be supplied for approval by the Department before an invoice is submitted. This must set out a detailed elemental breakdown of work completed and the associated costs. Once the Department has approved these timesheets, an invoice can be raised and submitted. The Department will undertake its review of the timesheets within 5 working days of receipt.
- 16.3 All invoices must be submitted to the DfT Shared Services Centre. Invoices must include the Purchase Order number provided by DfT at contract start.
- 16.4 Invoices should be submitted to:

Shared Service Arvato
5 Sandringham Park
Swansea Vale
Swansea
SA7 0EA

17. CONTRACT MANAGEMENT

- 17.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

18. LOCATION

- 18.1 The majority of services will be carried out at the Suppliers' premises. However on occasion, the supplier may be required to attend meetings at the Department for Transport's offices.
- 18.2 The office of the Department is: Department for Transport, Great Minster House, 33 Horseferry Road, London SW1P 4DR