



Department of  
**Finance**

An Roinn  
**Airgeadais**

[www.finance-ni.gov.uk](http://www.finance-ni.gov.uk)

## ID 1032027 DoF Collaborative Legal Services Framework

### Agreement PROTOCOL - External



This arrangement is managed by:

**Collaboration Team**

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Delivery

Supplies & Services Division

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## *1.0 What is a Collaborative Arrangement?*

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A collaborative arrangement is the result of public bodies working together to jointly purchase goods and services. It enables the public sector to achieve economies of scale and get better deals from suppliers. It also offers suppliers more attractive and sustainable contracts.

Rather than public bodies procuring services on an individual basis, collaboration has addressed the duplication of resources, thereby freeing up resources for use elsewhere. Collaborative procurement has also challenged often long established working practices and has led to smarter and more efficient ways of working.

Procurement Guidance Note (PGN) 05/14: Collaborative Procurement mandates Central Procurement Directorate (CPD) to lead on the aggregation of public sector demand across 10 categories of spend.

<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN%2005%2014%20Collaborative%20Procurement%20pdf.PDF>

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## *2.0 What does a Collaborative Arrangement Offer?*

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### **Savings**

Aggregation of demand and a standardised specification ensures value for money and significant savings.

### **Accessibility**

Using a collaborative arrangement provides you with an easy and instant route to your required market place through a contractor/or contractors who have been subject to a rigorous procurement process.

### **Agreed Terms and Conditions**

The terms and conditions are already agreed and offer you the contractual safeguards you need.

### **Efficiency**

Using this arrangement saves you the time and resource associated with running your own procurement.

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## *3.0 Who can use this Collaborative Arrangement?*

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All bodies listed in <https://www.finance-ni.gov.uk/publications/list-public-bodies-which-can-participate-cpd-collaborative-frameworks> may avail of this Framework Agreement for their external legal requirements and each constitutes the Client for the purposes of this Framework Agreement.

This Framework Agreement for the Provision of Legal Services was awarded on 23 January 2018.

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## 4.0 Which Suppliers are listed under each Lot?

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The following suppliers have been appointed to the following Lots of the Framework Agreement:

Lot	Rankings
<b>Lot 1</b>  <b>Employment Law</b>	1 <sup>st</sup> Carson McDowell  1 <sup>st</sup> Cleaver Fulton Rankin  1 <sup>st</sup> Jones Cassidy Brett  4 <sup>th</sup> Arthur Cox  5 <sup>th</sup> Tughans  6 <sup>th</sup> Napier and Sons
<b>Lot 2</b>  <b>Public Law</b>	1 <sup>st</sup> Carson McDowell  1 <sup>st</sup> Cleaver Fulton Rankin  3 <sup>rd</sup> Arthur Cox  4 <sup>th</sup> Tughans

	<p>5<sup>th</sup> Napier and Sons</p> <p>6<sup>th</sup> McCartan Turkington and Breen</p>
<p><b>Lot 3</b></p> <p><b>Information Law</b></p>	<p>1<sup>st</sup> Carson McDowell</p> <p>2<sup>nd</sup> Arthur Cox</p> <p>3<sup>rd</sup> Tughans</p> <p>4<sup>th</sup> Cleaver Fulton and Rankin</p> <p>5<sup>th</sup> Napier and Sons</p>
<p><b>Lot 4</b></p> <p><b>Property Law</b></p>	<p>1<sup>st</sup> Carson McDowell</p> <p>1<sup>st</sup> Cleaver Fulton Rankin</p> <p>3<sup>rd</sup> Arthur Cox</p> <p>4<sup>th</sup> Millar McCall Wylie</p> <p>5<sup>th</sup> Tughans</p> <p>6<sup>th</sup> TLT</p>

<p><b>Lot 5</b></p> <p><b>Energy</b></p>	<p>1<sup>st</sup> Carson McDowell</p> <p>1<sup>st</sup> Cleaver Fulton and Rankin</p> <p>3<sup>rd</sup> Arthur Cox</p> <p>4<sup>th</sup> Tughans</p> <p>5<sup>th</sup> TLT</p>
<p><b>Lot 6</b></p> <p><b>Pensions</b></p>	<p>1<sup>st</sup> Cleaver Fulton and Rankin</p> <p>2<sup>nd</sup> Arthur Cox</p> <p>3<sup>rd</sup> TLT</p> <p>4<sup>th</sup> Trowers and Hamlins</p>
<p><b>Lot 7</b></p> <p><b>Corporate and Commercial</b></p>	<p>1<sup>st</sup> Arthur Cox</p> <p>2<sup>nd</sup> Tughans</p> <p>3<sup>rd</sup> Carson McDowell</p> <p>3<sup>rd</sup> Cleaver Fulton and Rankin</p> <p>5<sup>th</sup> Millar McCall Wylie</p>

<p><b>Lot 8</b></p> <p><b>Procurement</b></p>	<p>1<sup>st</sup> Carson McDowell</p> <p>1<sup>st</sup> Cleaver Fulton and Rankin</p> <p>3<sup>rd</sup> Arthur Cox</p> <p>4<sup>th</sup> Tughans</p>
<p><b>Lot 9</b></p> <p><b>Prosecution and Enforcement</b></p>	<p>1<sup>st</sup> Arthur Cox</p> <p>2<sup>nd</sup> Tughans</p> <p>3<sup>rd</sup> Carson McDowell</p> <p>4<sup>th</sup> Cleaver Fulton and Rankin</p>
<p><b>Lot 10</b></p> <p><b>Personal Injury Litigation</b></p>	<p>1<sup>st</sup> Carson McDowell</p> <p>2<sup>nd</sup> Arthur Cox</p> <p>2<sup>nd</sup> BLM</p> <p>4<sup>th</sup> Tughans</p> <p>5<sup>th</sup> Napier and Sons</p> <p>6<sup>th</sup> Hool Law</p>



<p><b>Lot 11</b></p> <p><b>Alternative Dispute Resolution</b></p>	<p>1<sup>st</sup> Carson McDowell</p> <p>2<sup>nd</sup> Arthur Cox</p> <p>3<sup>rd</sup> Tughans</p> <p>4<sup>th</sup> TLT</p> <p>5<sup>th</sup> Millar McCall Wylie</p> <p>6<sup>th</sup> Cleaver Fulton and Rankin</p>
<p><b>Lot 12</b></p> <p><b>Debt Recovery</b></p>	<p>1<sup>st</sup> Cleaver Fulton and Rankin</p> <p>2<sup>nd</sup> Arthur Cox</p> <p>3<sup>rd</sup> Tughans</p> <p>4<sup>th</sup> Carson McDowell</p> <p>5<sup>th</sup> Napier and Sons</p> <p>6<sup>th</sup> TLT</p>
<p><b>Lot 13</b></p> <p><b>Venture Capital</b></p>	<p>1<sup>st</sup> Tughans</p> <p>2<sup>nd</sup> Arthur Cox</p>

	3 <sup>rd</sup> Carson McDowell 3 <sup>rd</sup> Cleaver Fulton and Rankin 5 <sup>th</sup> Millar McCall Wylie
<b>Lot 14</b>  <b>Major Projects</b>	1 <sup>st</sup> Carson McDowell 1 <sup>st</sup> Cleaver Fulton and Rankin 3 <sup>rd</sup> Arthur Cox 4 <sup>th</sup> Tughans 5 <sup>th</sup> Trowers and Hamlins

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## 5.0 *What is the duration of this agreement?*

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<b>Start Date: 01 February 2018</b>
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<b>Initial Period End Date: 31 January 2021</b>
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<b>Extension Period End Date: 31 January 2022</b>
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The Framework Agreement will be valid for a period of **3 years** with an option to extend for a further **1 year**. It should be noted that while contracts awarded under the scope of this Framework Agreement must be awarded before the end of the term of this Framework Agreement,

the duration of the individual contracts does not need to coincide with the duration of this Framework Agreement (i.e. individual contracts can extend beyond the life of the Framework Agreement, or may expire before the end of this Framework Agreement).

The Contract Notices published in the Official Journal of the EU (OJEU) are provided at Annex A.

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## *6.0 What services are covered within the scope of this agreement?*

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This Framework Agreement will be used to provide a range of Legal Services, as per Lots 1-14. Please see Annex B for Lot Categories and Scope.

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## *7.0 How do I access the agreement?*

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There are a range of methods for calling off this Framework Agreement. Details are provided below to outline how the Framework Agreement will be used by:

1. Core Departments and their Agencies; and
2. Other Public Bodies.

### **1. Core Departments and Agencies**

Core Departments and their Agencies will be expected to approach Departmental Solicitor's Office (DSO), of Victoria Hall, 12 May Street, Belfast, BT1 4NL, for their legal services in the usual way.

The Core Departments are listed below. At the time of writing, it is understood that their Agencies are as listed below; however it will be the responsibility of each public body to ascertain whether it is an Agency to a Core Department.

NB: This list could change with the passage of time and the ultimate responsibility for checking the correct status of a body, lies with the public body in question.

**DoF**  
NISRA

### **The Executive Office**

#### **Department for Infrastructure and its executive agencies:**

Rivers Agency  
Transport NI  
Driver & Vehicle Agency  
Heritage Service Executive Agencies  
Planning Service

#### **Department of Justice and its executive agencies:**

Forensic Science Agency  
NI Courts and Tribunals Service  
NI Legal Services Agency  
NI Prison Service  
Youth Justice Agency

#### **Department of Health and its executive agencies:**

The Public Health Agency

#### **DAERA and its executive agencies:**

Forest Service  
NI Environment Agency

#### **Department of Communities and its executive agencies:**

Northern Ireland Social Security Agency

**Department for the Economy and its executive agencies:**  
Health and Safety Executive for Northern Ireland

## **Department of Education**

**DSO shall remain the primary provider** of these services to Departments and Agencies. However, in those situations, where DSO feels that it does not have the capacity to carry out certain work, its Contract Management Team will act as gatekeeper, by assisting the Department/Agency to commission services from the Framework Agreement.

On occasion, certain other Public Bodies (e.g NDPBs and ALBs) may prefer to access legal services through DSO (by allowing DSO to act as gatekeeper for them). They shall be able to do so, by contacting DSO in the same manner as Core Departments/Agencies.

A **rotation system** (and on occasion, mini-competition) for call-off contracts shall be used by DSO, as outlined below.

### **ROTATION SYSTEM**

A rotation system shall be set up by DSO in a way that is demonstrably transparent and fair and that ensures equal treatment of all appointed Contractors to the relevant Lot. (As set out in the Framework document attached.)

The rotation system shall be based upon the Contractors' ranked position, i.e the first Call-Off Contract from DSO (on behalf of a Department/Agency) shall be placed with the highest ranked Contractor. The second Call-Off Contract from DSO (on behalf of a Department/

Agency) shall be placed with the second ranked Contractor and so on, until the rotation has exhausted all ranked Contractors. DSO will then begin the rotation again, with the highest ranked Contractor.

**(PLEASE NOTE: There has been a number of ties for this Framework Agreement. Please see Annex C for the methodology which will be used by DSO to break a tie, when using the rotation system.)**

DSO may consider **refinements to a rotation**, based on the appointed Contractors' ranked position, if there are significant differences in the value of successive Call-Off Contracts, or to address circumstances, as set out below. In such circumstances, DSO will ensure equal treatment of all appointed Contractors to the relevant Lot.

The Contractor may be **unable to accept a Call-Off Contract** under the following circumstances:

- the Contractor has a **conflict of interest** in relation to a proposed Call-Off Contract and/or the relevant Client (Department/Agency), which cannot be mitigated to the Client's (i.e Department/ Agency's) satisfaction; or
- the Contractor is unable to, or **cannot easily provide** the service requested **within the required timeframes**.

**Framework Agreement rates** will be the rates for any Call-Off Contracts placed under the rotation system.

DSO, on behalf of the Client (Department/Agency) at its discretion, may request a **fixed fee quotation** based on the tendered hourly rate, (or a more competitive hourly rate, which does not fall below the minimum hourly rate) from the appointed Contractors for a Call-Off Contract, which is subject to rotation.

On occasion, Contractors may be appointed to undertake work, which is related to a previous, specific piece of work/project, for which they had previously provided advice/representation. In this case, DSO, on behalf of the Client (Department/Agency) reserves the right to appoint the contractor out of rotation, to carry out this related work. The operation of the rotation system will be adjusted accordingly in such circumstances. DSO will take the final decision as to whether this option will be used.

## **FURTHER MINI-COMPETITION**

DSO will, on occasion, where it considers the requirements of the Department/Agency to be particularly complex, or of high value, commission the services by way of a further **mini-competition** (please see page 16 of this protocol for details on mini-competitions).

**NB: Lot 14 - Major Projects** requirements must be facilitated via a further mini-competition.

## **2. Other Public Bodies**

Other Public Bodies, which are not Departments, or Agencies, may access the Framework Agreement directly.

They will have the freedom to choose between using the **ROTATION SYSTEM, HIGHEST RANKED CONTRACTOR** or **MINI-COMPETITIONS**.

Other Public Bodies shall be free to choose to apply the rotation system to some Lots and Highest Ranked Contractor to other Lots.

Once a decision has been taken by an Other Public Body, to use either Rotation, or Highest Ranked Contractor for a particular Lot, this system must be used throughout the lifetime of the Framework Agreement for that Lot.

### **ROTATION SYSTEM**

If the **ROTATION SYSTEM** is being used, the Other Public Body must follow the same system, set out on page 11 of this protocol (as used by DSO). Where the words 'Department/Agency' are used, please replace with the words - 'Other Public Body'.

**PLEASE NOTE: There has been a number of ties for this Framework. Please see Annex C for the methodology which will be used by DSO to break a tie, when using the rotation system). Other Public Bodies must apply this same methodology.**

### **HIGHEST RANKED CONTRACTOR**

Call-Off Contracts shall be offered by the Client (Other Public Body) to the highest ranked Contractor within the relevant Lot. However, the 2<sup>nd</sup>



highest ranked Contractor shall be offered a Call-Off Contract where the following circumstances arise:

1. a **conflict of interest** exists for the highest ranked Contractor;  
and/or
2. the highest ranked Contractor **is unable to, or cannot easily provide** the service requested within the **required time frames**,  
and/or
3. in the event of the highest ranked Contractor having been suspended, or removed by the Client, due to **poor performance** on a previous Call-Off Contract for that Client.

The 3<sup>rd</sup> highest ranked Contractor shall be offered a Call-Off contract in the event that either 1, 2 or 3 above applies to the 2<sup>nd</sup> highest ranked Contractor and so on, until the Call-Off requirements are fulfilled.

**PLEASE NOTE: There has been a number of ties for this Framework. Please see Annex C for the methodology which must be used by Other Public Bodies to break a tie, when using the Highest Ranked Contractor system.**

**Framework Agreement rates** tendered will be the Contractor rates invoiced for any Call-Off Contracts placed under this procedure.

The Client (Other Public Body), at its discretion, may request a **fixed fee quotation**, based on the tendered hourly rate (or more competitive hourly rate - so long as it does not fall below the minimum hourly rate)

from the appointed Contractors for a Call-Off Contract placed to the highest ranked Contractor.

Contractors may be appointed to undertake work, which is **related to a previous, specific piece of work/project**, for which they had provided advice/representation. In this case, the Client reserves the right to commission this same Contractor to carry out this related work, regardless of their ranking.

Requirements for legal services may fall entirely within one Lot, or alternatively, it may be that a requirement **spans a number of different Lots**. In that situation, Contractors from more than one of those Lots may be able to meet the requirement. DSO (on behalf of Departments/Agencies) or Other Public Bodies will identify the Lot(s) into which their requirement best fits. It is a matter of judgment for DSO (on behalf of Departments/Agencies), or of Other Public Bodies, which Lot(s) meets the requirement. DSO will have the final say in relation to Core Departments/Agencies.

### **FURTHER MINI-COMPETITION**

The Client (Other Public Body) may, on occasion, where it considers its requirements to be particularly complex, or of high value, commission the services by way of a further **mini-competition**.

**NB: Lot 14 - Major projects** requirements must be facilitated via a further mini-competition.

**THE RUNNING OF FURTHER MINI-COMPETITIONS** (Either by DSO, on behalf of Departments/Agencies, or by Other Public Bodies)

A further mini-competition will be run with all Contractors appointed to the relevant Lot. (Unless otherwise excluded through poor performance.)

The Client (DSO, on behalf of a Department or Agency, or an Other Public Body) may opt to run the further competition itself or request CPD assistance.

All Contractors awarded a place on the Framework Agreement have already been evaluated on the basis of offering best value for money, based on two key elements:

- non-financial criteria – capability, consisting of expertise and quality; and
- financial criteria - an assessment of the fee rates charged.

The Client's evaluation criteria in the event of further competition should concentrate on the Contractors' proposed service delivery, key personnel and cost, in relation to client specific requirements.

A 60%/40% quality/cost split should be applied to all secondary competitions.

The rates quoted for further competitions cannot exceed the original tendered rate. Tenderers however can reduce their rates, but cannot go below the original minimum hourly rate, as stated in the original tender.

Details of the original minimum hourly rate can be found in the pricing schedule at Annex D.

The Client at its discretion may request a fixed fee quotation based on the tendered hourly rate (or more competitive hourly rate, which does not fall below the minimum hourly rate) from the appointed Contractors for a Call-Off Contract which is subject to Further Competition.

For complex requirements, Clients may wish to engage with all Contractors appointed to the Lot before the invitation to tender is issued to ensure that:

- Contractors understand the requirement;
- the Client has confirmation that what they are asking for is feasible;
- the Client knows that the Contractors are interested and able to bid (i.e. that the Contractors have available resources, with appropriate experience and skills and there are no conflicts of interest issues);
- there is some awareness of price expectation on both sides; and
- there is an understanding of the time-scales (i.e. how long does the Contractor need to provide a reasonable proposal and length of assignment).

The further mini-competition process and evaluation criteria must be defined in advance and as much information as is appropriate should be shared with the Contractors that are invited to submit tenders.

Clients must treat all potential Contractors fairly, equally and without discrimination and allow a reasonable amount of time for proposals to be submitted. Proposals must remain confidential until the time limit has expired and, where requested, the Client should give feedback to Contractors in support of its decision.

## **Placing an Order**

- All Orders should be placed following the Ordering Procedures outlined in the Conditions for the Framework Agreement (see Annex D for more details).
- All Orders will be placed using an Order form/Letter of Appointment.
- The submission of the Order Form/Letter of Appointment will constitute a contract offer.
- All further competitions **must** be issued via eTenders NI.
- Clients should ensure that Orders are placed in accordance with the ordering procedures laid down in the Framework Agreement.

**PLEASE NOTE:** Each Letter of Appointment must include the details which are highlighted in square brackets in the Supplementary Conditions of Contract (e.g. period of contract; indemnity liability amounts; break clauses, etc.)

Tender documents including the Framework Agreement Specification, Conditions for the Framework Agreement, Conditions of Contract and Supplementary Conditions of Contract are attached at Annex D.

### **Responsibility for awards**

Each Client is independently responsible for the conduct of its Call-Off Contracts under this Framework Agreement and CPD is not responsible, or accountable for and shall have no liability whatsoever in relation to:

- the conduct of other Clients (be it DSO on behalf of Core Departments/Agencies, or of Other Public Bodies, who have accessed the Framework directly) in relation to this Framework Agreement; or
- the performance or non-performance of any Call-Off Contract between the Contractor and other Clients (be it DSO on behalf of Core Departments/Agencies; or alternatively be it Other Public Bodies, who have accessed the Framework directly and entered into a contract) entered into pursuant to this Framework Agreement.

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## *8.0 How do I access pricing information?*

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Pricing information can be accessed by contacting CPD on [collaboration.cpd@finance-ni.gov.uk](mailto:collaboration.cpd@finance-ni.gov.uk) . The defined pricing structure

aims to eliminate hidden costs and allows for easy comparison at evaluation stage.

Pricing for Lots 1-8 and 11-14 are based on the submitted hourly rates (subject to the minimum rate threshold) and pricing for Lots 9 and 10 are based on discounts from a scale rate detailed in the tenderers' completed pricing schedule.

The tendered hourly rates and percentage discounts will apply for the initial period of the Framework Agreement (i.e 3 years).

Pricing for the initial period of the Framework Agreement will be based on the tendered hourly rates and percentage discounts submitted per category of Contractor Personnel. See table 1 below for category role descriptions.

**Table 1 Contractor Personnel Category Role Descriptions**

<b>Contractor Personnel Category</b>	<b>Description of role</b>
Category A	7 years or more post qualification work experience, in undertaking complex and significant legal matters relevant to the particular Lot.
Category B	3 years or more post qualification work experience, in undertaking difficult and non-routine legal matters relevant to the particular Lot.

Category C	0-3 years post qualification experience relevant to the particular Lot.
Category D	Trainee/Apprentice/Pupil solicitor.
Category E	Paralegal with 1 or more years' experience.

As pricing information is deemed to be commercially sensitive, this will only be issued to participating bodies with an undertaking of non-disclosure.

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## *9.0 Contract Management*

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The Client's business area/location representative will be responsible for day-to-day management and supervision of services. This will apply to Other Public Bodies, who are accessing the Framework directly.

DSO's Contract Management Team shall be carrying out this service on behalf of the Core Departments/Agencies.

All contracts should be managed in line with PGN 01/12 Contract Management Procedures and Principles and those requirements laid out in the Specification of Requirements, and the Standard and Supplementary Conditions of Contract where necessary.

CPD will be responsible for managing the overarching Framework Agreement to ensure all Organisations are satisfied with the services



provided, and the Contractor is performing well throughout the duration of the Framework Agreement.

CPD will collect management information on work allocated through the Framework Agreement. The information will be requested from suppliers every six months for publication on the DoF website.

CPD will offer support and advice post contract award:

- a) at agreed review dates; or
- b) when there are problems of a contractual or commercial nature that endanger the delivery of the services to the quality, standard or timelines contracted for; or
- c) where there are problems of persistent poor performance, including failure to deliver sustainability requirements or other contract commitments.

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## *10.0 Escalation Procedures*

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In the event that complaints cannot be resolved between the Client's Representative (be it Other Public Bodies' Client Representative, or be it DSO on behalf of Core Departments/Agencies) and the Contractor, the Client's Representative will escalate this to a senior member of staff. At the Client's Representative request, the Contractor shall also escalate this within their organisation and agree to meet with the Client's Representative to discuss complaint resolution. If the issue remains unresolved the Client's Representative shall contact CPD who will review the complaint and advise how the matter is progressed.

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## 11.0 Any Questions?

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If you have any questions please:

**Email:** [collaboration.cpd@finance-ni.gov.uk](mailto:collaboration.cpd@finance-ni.gov.uk)

**Telephone:** 028 9081 6327

## **ANNEX A**

Contract Notice Published in the Official Journal of the EU (OJEU)  
(Please see the separate link on the website)

Contract Award Notice  
(Please see the separate link on the website)

**Lot Categories and Scope**

The Services listed below under ‘Scope’ are indicative of the types of legal Services typically arising within each relevant Lot.

Note: The scope for each Lot is not exhaustive. However, the full list of services under any Lot may not be availed of by the Client.

The Contractor acknowledges that the Client shall be responsible for determining, at its sole discretion, which of the fourteen (14) Lots under the Framework is/are applicable, or is/are most appropriate, in relation to any particular contract for the provision of legal services under the Framework.

Lot	Category	Scope
1	Employment Law	Advice, support and where appropriate legal representation in the following minimum subject areas: <ul style="list-style-type: none"><li data-bbox="705 1225 2132 1334">• Claims in the Industrial Tribunals and Fair Employment Tribunals and related appeals</li><li data-bbox="705 1358 2132 1398">• Advice on issues relating to unlawful discrimination including bullying and</li></ul>

		<p>harassment, disability and implementation of Equal Opportunity policies and procedures</p> <ul style="list-style-type: none"> <li>• Disciplinary and grievance policy and procedures</li> <li>• Termination of employment</li> </ul> <p>In addition advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Redundancies and severance payments</li> <li>• TUPE</li> <li>• Collective industrial relations</li> <li>• Legal aspects of recruitment</li> <li>• Terms and conditions of employment</li> </ul>
2	Public Law (including Inquiries)	<p>Advice, support and where appropriate legal representation in the following minimum subject areas:</p> <ul style="list-style-type: none"> <li>• Judicial Reviews including pre-action protocol correspondence</li> <li>• Corporate governance and vires issues</li> </ul> <p>In addition advice, support and where appropriate legal representation in areas such as:</p>

		<ul style="list-style-type: none"> <li>• Public Inquiries</li> <li>• Fatal Accident Inquiries</li> <li>• Health and Safety Investigations</li> <li>• Inquests</li> <li>• Statutory functions</li> <li>• Regulatory investigations and prosecutions</li> </ul>
3	Information Law	<p>Advice, support and where appropriate legal representation in the following minimum subject areas:</p> <ul style="list-style-type: none"> <li>• Data Protection Act 1998</li> <li>• Freedom of Information Act 2000</li> <li>• Subject access/information requests, applicable exemptions</li> <li>• Confidentiality, privacy and human rights issues</li> </ul> <p>In addition advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Implementation of the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)</li> <li>• Environmental Information Regulations 2004</li> <li>• Any forthcoming/future information related legislation</li> <li>• IT/data intensive contracts or arrangements, including social media</li> </ul>

4	Property	<p>Advice, support and where appropriate legal representation in the following minimum subject areas:</p> <ul style="list-style-type: none"> <li>• Disposal, purchase and development of Land/Property including construction documentation</li> <li>• Compulsory acquisition of land, compensation law and representation at Lands Tribunal</li> <li>• Business Tenancies (Northern Ireland) Order 1996 advice including references to the Lands Tribunal for Northern Ireland</li> <li>• Advice and representation in relation to possession proceedings</li> </ul> <p>In addition advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Environmental law issues</li> <li>• Rateable Valuation Appeals</li> <li>• Rent arrears</li> <li>• Tenancy agreements</li> <li>• Planning law and procedure</li> <li>• Adverse possession/ trespass cases</li> <li>• Property damage claims</li> </ul>

5	Energy	<p>Advice, support and where appropriate legal representation in the following minimum subject areas:</p> <ul style="list-style-type: none"> <li>• Electricity, gas, renewable and sustainable energy, energy efficiency, energy storage, and linkages with other energy markets (GB; Rol; Europe)</li> <li>• Energy Regulations and associated legislative and licensing requirements</li> <li>• Transposition of EU Directives and implementation of EU energy Regulations</li> <li>• Wider energy trading arrangements for electricity and gas, and market structures, including commercial energy, market transactions and contractual arrangements</li> </ul> <p>In addition advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Implications of EU-exit on the Single Electricity Market and NI gas market</li> <li>• Extending the availability of natural gas</li> <li>• Competition issues</li> <li>• Issues relating to transposition/implementation of EU ‘Clean Energy’ package of legislation</li> <li>• EU Gas Security of Supply Regulation</li> <li>• Electricity Grid/Interconnector Licensing and Wayleaves</li> <li>• NI Renewables Obligation</li> </ul>



		<ul style="list-style-type: none"> <li>• Advice relating to off-shore (marine) energy issues</li> <li>• Legal advice/input on any other energy related issues, activities, decisions</li> <li>• Advice on issues relating to commercial energy market transactions, and on commercial arrangements involving provision of grant assistance</li> <li>• Advice relating to the power generation sector</li> <li>• Advice in respect of aspects of the oil sector in Northern Ireland</li> <li>• Outworking of Electricity Market Reform in relation to Contracts for Difference</li> </ul>
6	Pensions	<p>Advice and support in non-contentious and contentious matters and ,where appropriate, legal representation on all aspects of the law, regulation and practice in relation to pension administration, management, governance and employer management, including, but not limited to the minimum subject areas set out below:</p> <ul style="list-style-type: none"> <li>• Employer and Member issues in connection with the Northern Ireland Civil Service Scheme (NICS) and the Northern Ireland Local Government Scheme (NILGOS) or UK equivalent schemes</li> </ul> <p>In addition advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Employer reorganisations, public or private sector transfers and outsourcing</li> <li>• The protection of accrued pension rights, career breaks and opt-outs, benefit aggregation, early and flexible retirement terms, public sector transfers, private</li> </ul>

		<p>sector transfers, and scope of transitional arrangements</p> <ul style="list-style-type: none"> <li>• The exercise of pension discretions</li> </ul>
7	Corporate and Commercial Law	<p>Advice, support and where appropriate legal representation in the following minimum subject areas:</p> <ul style="list-style-type: none"> <li>• Drafting and advising on commercial contracts (including but not limited to goods and services, novations, assignments, non-disclosure agreements, joint venture agreements and construction contracts)</li> <li>• Advice on business structures and forms of business vehicle</li> <li>• Corporate Restructuring/Reorganisation</li> <li>• Company Law and Corporate Governance</li> </ul> <p>In addition advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Banking/corporate finance advice</li> <li>• Bankruptcy and insolvency law</li> <li>• E-commerce</li> <li>• Telecommunications</li> <li>• Intellectual Property rights and Technology</li> <li>• Mergers and Acquisitions</li> <li>• Company Secretarial</li> </ul>

8	Procurement Law	<p>Advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• All aspects of the EU/UK procurement regime and all stages of the public procurement lifecycle and application of the Public Contracts Regulations 2015, the Concessions Contracts Regulations 2016 and the Utilities Contracts Regulations 2016</li> <li>• Drafting tender and contract documents</li> <li>• The evaluation and award processes</li> <li>• Contract modification and contract performance</li> <li>• Provision of legal advice and representation in respect of disputes and legal challenges that may arise</li> </ul>
9	Prosecution and Enforcement	<ul style="list-style-type: none"> <li>• Prosecute summary proceedings in a variety of matters e.g. fisheries, licensing and other regulatory matters</li> <li>• Taking enforcement action, where appropriate</li> <li>• Advice, support and representation may also be required</li> </ul>
10	Personal Injury Litigation	<p>Advice, support and, where appropriate, legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• The defence of actual, or anticipated personal injury proceedings in the County Court and High Court</li> <li>• Related counter claims and third party contribution and indemnity proceedings</li> <li>• Related appeals to the NI Court of Appeal and Supreme Court</li> </ul>

		<ul style="list-style-type: none"> <li>• Application of the Compensation Recovery Scheme including conduct of reviews and appeals</li> <li>• Quantum and remedies advice</li> <li>• Management of legal costs</li> </ul>
11	Alternative Dispute Resolution	<p>Advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Binding and non-binding ADR processes such as negotiation/mediation/conciliation/adjudication/arbitration e.g Commercial/contract matters</li> </ul>
12	Debt Recovery and Insolvency	<p>Advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Court proceedings - small claims, Magistrates' Courts; County Courts and the High Court</li> <li>• All aspects of debt recovery including bankruptcy and liquidation</li> <li>• Application of insolvency legislation</li> <li>• Post-decree enforcement including EJO processes</li> </ul>
13	Venture Capital	<p>Advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Drafting of Fund Management Agreements, including Partnership and Management Services Agreements</li> <li>• Fund Management Structures</li> <li>• Share transaction advice, including investment agreements, shareholder agreements, follow-on investment advice and exit advice</li> </ul>

		<ul style="list-style-type: none"> <li>• Regulatory Advice (including FCA)</li> <li>• Corporate Finance</li> <li>• Drafting loan agreements, including security and inter-creditor documentation</li> </ul>
14	Major Projects (discrete pieces of work)	<p>Advice, support and where appropriate legal representation in areas such as:</p> <ul style="list-style-type: none"> <li>• Project structures</li> <li>• Project finance</li> <li>• Infrastructure issues</li> <li>• Major works, construction and utilities activities</li> <li>• Network maintenance, extensions or refreshes</li> <li>• Project delivery, governance, planning and execution</li> </ul>

## ANNEX C

### METHODOLOGY FOR DEALING WITH A TIE

#### Lot 1: (Employment Law)

#### Result: Three tenderers (law firms) in joint 1<sup>st</sup> place

- In situations where **CORE NICS DEPARTMENTS** are seeking legal services using DSO as gatekeeper (in which case, a **rotation system** will be used) **the three tenderers (Law firms)** which hold joint first place will each be allocated work in turn in alphabetical order by reference to firm name and then work will be allocated, in turn (as per ranked position), to the remaining three Law firms on the list. Therefore the three lower ranked successful firms (ranked in 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> place) will be unaffected by the tie. In this way work will be allocated equitably during the lifetime of the framework.

**NB:** Where **OTHER PUBLIC BODIES (e.g. Non-Departmental Public Bodies)** have decided at the commencement of the Framework, to operate a **rotation system** for Lot 1 (as the Core NICS Departments are doing), they shall employ the same rotation system as the Core Departments (outlined above) for this Lot when they require legal services under the Framework. The only difference being that the public bodies in question may access the Framework directly (i.e. not through DSO as set out at paragraph 3.4 of the Specification).

- In situations where **OTHER PUBLIC BODIES (e.g. Non Departmental Public Bodies)** requiring legal services are accessing

the framework directly and have opted not to use the rotation system for Lot 1, but rather to allocate work to the **highest ranked Law firm**, the following methodology will be used:

- In order to ensure that any requests for legal services are shared equally among the **three Law firms** who have tied for first place, the requests for services shall be rotated among those three Law firms, across the calendar year as follows:

#### YEAR 1

First Law firm in alphabetical order - Feb; Mar; Apr; May

Second Law firm in alphabetical order - Jun; Jul; Aug; Sept

Third Law firm in alphabetical order - Oct; Nov; Dec; Jan

#### YEAR 2

Second Law firm in alphabetical order – Feb; Mar; Apr; May

Third Law firm in alphabetical order – Jun; Jul; Aug; Sept

First Law firm in alphabetical order – Oct; Nov; Dec; Jan

#### YEAR 3

Third Law firm in alphabetical order – Feb; Mar; Apr; May

First Law firm in alphabetical order – Jun; Jul; Aug; Sept

Second Law firm in alphabetical order – Oct; Nov; Dec; Jan

#### YEAR 4 – EXTENSION PERIOD

First Law firm in alphabetical order - Feb; Mar; Apr; May

Second Law firm in alphabetical order - Jun; Jul; Aug; Sept

Third Law firm in alphabetical order - Oct; Nov; Dec; Jan

Thus by way of example in Year 1:

Law Firm Ranking	Allocated Calendar Months
First in alphabetical order Second in alphabetical order Third in alphabetical order 4 <sup>th</sup> Ranked 5 <sup>th</sup> Ranked 6 <sup>th</sup> Ranked	February; March; April; May
Second in alphabetical order Third in alphabetical order First in alphabetical order 4 <sup>th</sup> Ranked 5 <sup>th</sup> Ranked 6 <sup>th</sup> Ranked	June; July; August; September
Third in alphabetical order First in alphabetical order Second in alphabetical order 4 <sup>th</sup> Ranked 5 <sup>th</sup> Ranked 6 <sup>th</sup> Ranked	October; November; December; January

**Lot 2: Public Law;**

**Lot 4: Property;**



**Lot 5: Energy; and**

**Lot 8: Procurement;**

**Result: Two tenderers (law firms) in joint 1<sup>st</sup> place**

- In situations where **CORE NICS DEPARTMENTS** are seeking legal services using DSO as gatekeeper (in which case, a **rotation system** will be used) **the two tenderers (Law firms)** which hold joint first place will each be allocated work in turn in alphabetical order by reference to firm name and then work will be allocated in turn (as per ranked position) to the remaining firms on the list. Therefore the lower ranked successful firms will be unaffected by the tie. In this way work will be allocated equitably during the lifetime of the framework.

**NB:** Where **OTHER PUBLIC BODIES (e.g. Non-Departmental Public Bodies)** have decided at the commencement of the Framework, to operate a **rotation** system for Lots 2, 4, 5 and 8 (as the Core NICS Departments are doing), they shall employ the same rotation system as the Core Departments, outlined above, for these Lots when they require legal services under the Framework. The only difference being that the public bodies in question may access the Framework directly (i.e. not through DSO as set out at paragraph 3.4 of the Specification).

- In situations where **OTHER PUBLIC BODIES (e.g. Non Departmental Public Bodies)** requiring legal services for Lots 2, 4, 5 and 8 are accessing the Framework directly and have decided not to use the rotation system, but rather to allocate work

to the **highest ranked Law firm**, the following methodology will be used:-

- In order to ensure that any requests for legal services are shared equally between the two tenderers who have taken first place, the requests for legal services shall be allocated between those two law firms across the calendar years as follows:

### YEAR 1

First Law firm in alphabetical order – Feb; Mar; Apr; May;  
June; Jul

Second Law firm in alphabetical order – Aug Sept; Oct; Nov;  
Dec; Jan

### YEAR 2

Second Law firm in alphabetical order - Feb; Mar; Apr; May;  
Jun; Jul

First Law firm in alphabetical order - Aug; Sept; Oct; Nov;  
Dec; Jan

### YEAR 3

First Law firm in alphabetical order - Feb; Mar; Apr; May;  
Jun; Jul

Second Law firm in alphabetical order - Aug; Sep; Oct; Nov;  
Dec; Jan

## YEAR 4 – EXTENSION PERIOD

Second Law firm in alphabetical order - Feb; Mar; Apr; May;  
Jun; Jul

First Law firm in alphabetical order - Aug; Sept; Oct; Nov;  
Dec; Jan

### **Lot 10: Personal Injury Litigation**

#### **Result: Two tenderers in joint 2<sup>nd</sup> place**

- In those situations where **CORE NICS DEPARTMENTS** are seeking legal services, using DSO as gatekeeper (in which case, a **rotation system** will be used), work shall be allocated initially to the 1<sup>st</sup> ranked firm; and then in turn to the two law firms ranked in joint 2<sup>nd</sup> place in alphabetical order by reference to firm name; and subsequently work will be allocated (in ranked order) to the remaining firms on the list. The other lower ranked successful firms will be unaffected by the tie. Therefore in this way work will be allocated equitably during the lifetime of the framework.

### **Lot 7: Corporate and Commercial; and**

### **Lot 13: Venture Capital**

#### **Result: Two tenderers in joint 3<sup>rd</sup> place**

- In those situations where **CORE NICS DEPARTMENTS** are seeking legal services, using DSO as gatekeeper (in which case, a **rotation system** will be used), work shall be allocated initially to the 1<sup>st</sup> and 2<sup>nd</sup> ranked firms in turn; and then to the two law firms ranked in joint 3<sup>rd</sup> place in alphabetical order by reference to firm

name; and subsequently work will be allocated (in ranked order) to the remaining firms on the list. The other lower ranked successful firms will be unaffected by the tie. Therefore in this way work will be allocated equitably during the lifetime of the framework.

**NB:** Please note for all Lots, whether a system of rotation or highest ranked tenderer is being used, if there is a conflict of interest/lack of capacity then Core NICS Departments and Other Public Bodies can move to next ranked firm as provided for in Framework Agreement Conditions at paragraph 2.3.5. In a situation where a tie applies to the two next ranked firms then the work shall be allocated between those two firms, in alphabetical order, by reference to firm name, as per the 6 monthly calendar system outlined above.

We consider that the above methodology provides the fairest and most transparent solution to the tie breaker situations.

## **ANNEX D**

### **Legal Services Framework Tender Documents**

**Supplementary Standard Conditions of Contract for Services**

**Lot 10 – Standard Scale of Solicitors’ Professional Charges**

**Legal Services Specification**

**Legal Services Framework Agreement**

**Pricing Schedule**

**See website for document content**