**Call-Off Schedule 20 (Call-Off Specification)**

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1. **PURPOSE**

1.1 The purpose of this further competition is to appoint up to four Suppliers from Lot 1 of the RM6179 Legal Services Panel to form a co-partnering arrangement for the delivery of ad hoc general commercial legal services (including commercial litigation) to government.

1.2 The co-partnering arrangement will provide the customer with an option to use the four firms to provide a wide range of public procurement and general commercial law and associated commercial litigation services and support without having to undertake a separate further competition or direct award process prior to instructing.

1.3 The co-partnering arrangement may be called upon where the value of the required services is relatively small and where there is a need for swift external input from an established and dependable external team. No single mandate which results from the co-partnering arrangement is expected to exceed £100,000 (exclusive of VAT).

**2. BACKGROUND TO THE CONTRACTING aUTHORITY**

2.1 The Contracting Authority (the Government Legal Department (GLD)) are the government’s principal legal advisers, they provide legal advice on the development, design and implementation of government policies and decisions, drafting secondary legislation and working with Parliamentary Counsel on primary legislation, and representing the government in court. As a non-Ministerial government department, GLD is a national organisation and employs more than 2,000 employees across the country, around 1,400 of whom are solicitors or barristers.

2.2 Although the Contracting Authority for the purposes of this opportunity is the GLD, the commercial nature of the legal services required means that in the majority of cases successful Suppliers will be engaged by and provide services to members of the Commercial Law Group (CLG) and the government departments they serve. CLG will also retain central oversight and management responsibility for the co-partnering arrangement.

2.3 The CLG is an integral part of GLD and was launched on 2 June 2014, to create a unified expert commercial law service for government. CLG legal teams range considerably in size and operate from a number of locations across the country. Some CLG teams are co-located alongside their client departments whilst others are accommodated centrally. Suppliers can expect to be instructed by members of CLG operating for or on behalf of any of its clients.

2.4 The key client departments and organisations which CLG legal teams serve includes the following:

2.4.1 Department for Education

2.4.2 Department for Environment, Food and Rural Affairs

2.4.3 Department for Work and Pensions

2.4.4 Ministry of Justice

2.4.5 Department of Health and Social Care

2.4.6 Cabinet Office

2.4.7 Department for International Trade

2.4.8 Department for Digital, Culture, Media and Sport

2.4.9 Department for International Development

2.4.10 Department for Business, Energy & Industrial Strategy

2.4.11 Crown Commercial Service

2.4.12 Government Digital Service

2.4.13 Ministry for Housing, Communities and Local Government, and

2.4.14 Arm’s Lengths Bodies and Executive Agencies such as the Legal Aid Agency.

**3. Background to requirement/OVERVIEW of requirement**

3.1 The call-off processes established under the LSP will remain the key route to market for the majority of government’s planned external legal requirements.

3.2 The co-partnering arrangement to be established via this further competition will provide CLG lawyers with an additional means of purchasing external legal services. It will be called upon on an ad hoc basis and often at short notice as needs arise within the client departments and organisations which CLG serves. It will not be compulsory for CLG legal teams to use this new arrangement and other routes to market will continue to be available as normal.

3.3 This further competition is intended to provide CLG lawyers with an effective and efficient means of securing additional commercial legal capacity and/or expertise (including commercial litigation services) in order to augment and support their existing teams.

3.4 A key purpose of the co-partnering arrangement is to help facilitate the swift, flexible and responsive delivery of general commercial legal services and support to government via an established, reliable and knowledgeable external team. The intent is that this will reduce the amount of time the customer might otherwise have to spend establishing initial supplier relationships and setting generic expectations at the outset of each new instruction, which in turn will help facilitate an efficient delivery of external legal services. The scope of the general commercial legal services which may be required will cover the “Mandatory Specialisms” as referred to and defined in the LSP.

3.5 The successful Suppliers must have the expertise, capacity and commitment to provide public procurement, general commercial law and associated commercial litigation services at short notice via their own established and reliable team, thus delivering increased flexibility, capacity and resilience to government.

3.6 GLD is the Contracting Authority, however, the successful Suppliers will be engaged and instructed directly by individual CLG legal teams who are assigned to support the government departments and/or organisations that CLG serves (as referred to in section 2 above). Suppliers will therefore owe all normal duties to the relevant department or organisation as an instructing client. Supplier costs will be paid for either by the relevant government department or organisation receiving the requested services or by CLG/GLD.

**4. allocation of work**

4.1 Work will initially be allocated on a rota basis with the first piece of work allocated to the 1st ranked Supplier.

4.2 It is expected that strong working relationships will be built between each Supplier and GLD’s legal teams and customer departments. This contract will often be utilised as a means of dealing with urgent requests for legal assistance, meaning there will often be limited time for ‘on-boarding’ of Suppliers. When relationships have been established between customers and Suppliers, the rota system may no longer be used.

4.3 The customer will have flexibility in relation to the selection of a preferred Supplier to deliver each new requirement as and when it arises, following the initial rota based system. This flexibility will be subject to the overarching allocation of work between the four Suppliers being regularly monitored by the Contracting Authority in order to promote a fair and reasonable spread of opportunity amongst the four Suppliers. If it deems it necessary/appropriate the Contracting Authority may take steps to direct instructing departments in their selection of a preferred Supplier in order to promote an equitable distribution of work.

**5. THe requirement**

5.1 The four successful Suppliers will be required to deliver general commercial legal services and support (including public procurement and associated commercial litigation) as reasonably required by instructing departmental legal teams. Such services shall be treated as Panel Services for the purposes of the LSP. The scope of the legal services required will be consistent with the “Mandatory Specialisms” as referred to and defined in the LSP.

5.2 It is anticipated that the maximum value of individual mandates under the co-partnering contract with each Supplier will not exceed £100k (exclusive of VAT) per matter although in practice individual mandates are likely to be significantly below this value.

5.3 The Suppliers shall support the Contracting Authority and the relevant instructing departmental legal teams by providing resource at short notice (including via the telephone helpline service referred to in section 6 below) in order to address gaps in existing legal expertise, periods of absence, lack of internal capacity and/or peaks in demand for legal services. It is therefore essential that the successful Suppliers are able to provide a flexible and responsive service which can be deployed at short notice (generally within 24 hours of instruction) in order to deliver against pre-agreed requirements.

5.4 The Suppliers shall take reasonable steps to ensure that, at all relevant times during the period of the contract, a sufficient level of resource is available and accessible to instructing departmental legal teams. Crucially, this must include the availability of key personnel who are able to respond on behalf of the Supplier and arrange/direct such internal Supplier resource and expertise as may reasonably be required. Key personnel for this purpose means suitably qualified and experienced lawyers who have been identified to the Contracting Authority as part of the Supplier’s offer in response to this further competition process and who understand and are familiar with the requirements and expectations of the Contracting Authority and its instructing departmental legal teams.

5.5 The role, availability and capacity of suitably experienced key personnel is an important feature of the overall requirement which each Supplier must meet. This is a critical requirement of the Contracting Authority and is regarded as key to delivering the objective of reducing the amount of time the customer will have to spend establishing initial relationships and setting generic expectations with Suppliers at the outset of each new instruction.

5.6 The Contracting Authority is committed to finding the most efficient and innovative ways of delivering legal services to our clients and we would like the Suppliers to work with us in support of this aim. Suppliers will be required to deliver commercial legal services in such a way that facilitates knowledge transfer back to the Contracting Authority (and its clients) and shall use technology appropriately to save time and cost. As and when appropriate the Contracting Authority would also like to explore the extent to which Suppliers can appropriately use fixed pricing or other alternative fee arrangements in order to generate greater cost certainty and efficiency (once the nature and scale of individual mandates is known).

5.7 The Services shall be provided on an ad-hoc basis in response to requests from the instructing department. The Supplier shall provide an email address for all new requests for legal services via this arrangement. A named contact (or their replacement) from the Supplier shall review requests from the instructing department and shall allocate such requests to its staff at its discretion, in accordance with paragraphs 5.8 to 5.10 below.

5.8 Upon receipt of a request for legal services the Supplier shall take appropriate and proactive steps to plan and agree the nature of the services to be provided with the instructing department, including:

5.8.1 the legal advice and associated services required;

5.8.2 required timescales for delivery;

5.8.3 how legal input will be structured to minimise cost and maximise efficiency;

5.8.4 the extent to which any work previously undertaken can be re-used to reduce cost;

5.8.5 the key personnel and lawyers of the Supplier who will be responsible for managing and delivering the required services, ensuring the services are provided, or supervised by, a Supplier lawyer of appropriate seniority; and

5.8.6 who can provide instructions and authorise additional work on behalf of the instructing department .

5.9 Unless otherwise agreed with the instructing department, the Supplier shall:

5.9.1 acknowledge receipt of all requests for legal services from the instructing department within two hours of the initial request;

5.9.2 complete a matter specific conflict check (if applicable) within four hours of the initial request;

5.9.3 allocate requests for legal services to a lawyer of appropriate grade within five hours of the initial request; and

5.9.4 attend a call with the relevant GLD lawyer or instructing department client within 24 hours of the Customer’s initial request.

5.10 In the event that an initial request is submitted after 17:00 on a Working Day, the initial request shall be deemed to have been received at 09:00 on the next Working Day for the purposes of calculating the timescales in paragraph 5.9 above.

**6. Telephone helpline service**

6.1 In addition to the deployment of conventional external legal support as referred to in the Requirement the Suppliers will also be required to provide access to a legal *“telephone helpline service*’. This will be required to operate on the basis that instructing departmental legal teams can call a nominated contact/number during normal business hours (9am – 5pm Mon – Fri) in order to gain access to advice and support in relation to urgent or isolated queries. The helpline may also be used as a means of seeking confirmation that a particular matter is being handled appropriately or that a particular line of legal thinking is correct. It is envisaged that the helpline service would be called upon on an ad hoc basis and would need to be available in that context, recognising the likelihood that the caller would need to be ‘triaged’ and referred on to an appropriate person having regard to the particular nature and context of the query.

6.2 The initial calls to the telephone helpline service, including both the ‘triage’ call and any follow on substantive call will not be chargeable. The Supplier is required to provide an appropriately substantive response (having regard to the nature and complexity of the enquiry raised) to requests for assistance to the telephone helpline service as soon as reasonably possible and within one working day of the original call being made (or within such alternative timeframe as may be agreed between the parties at the relevant time). If any further follow up advice is required after the non-chargeable substantive call, this will be chargeable on an hourly rate basis unless agreed otherwise by the parties at the time.

**7. Not used**

**8. MANAGEMENT INFORMATION/reporting**

8.1 The Supplier shall provide timely management information, statistics and reports in relation to project costs, delivery timescales, and general contract performance issues as reasonably required by the Contracting Authority and/or the relevant purchasing department.

8.2 The Supplier shall respond promptly, and within 2 working days, to reports complaints and requests received via persons authorised to contact the Supplier on behalf of the Contracting Authority.

8.3 The Supplier may be required to provide open book accounting and visibility for all costs relating to all services provided. The reporting format shall be agreed with the relevant purchaser as necessary and may differ between instructing departments.

8.4 The purchaser may request the Supplier to create and generate ad hoc reports on its behalf.

8.5 Upon request the Supplier will be expected to report to the lead lawyer in each department for whom work has been undertaken at contract review meetings. Contract review meetings are to be provided free of cost and will be attended by the Supplier’s contract manager and at least one lawyer working on each of the two instructions which have incurred the greatest cost in the reporting period. The contract review meeting may be held by telephone if appropriate.

8.6 The table below contains a list of reports and key management information that the Supplier(s) may be required to provide.

| **Report** | **Purpose of Report** | **Key Management Information** | **Frequency of Report** |
| --- | --- | --- | --- |
| Invoicing | To develop management information that is of high quality, with sufficient detail and relevance, thereby facilitating greater clarity and transparency in relation to sums claimed for payment. | Contract reference, invoice number, invoice date, invoice amount, hourly cost breakdown, service details, order date, unit prices, VAT inclusion flag. | Monthly – within 5 working days following the end of each month |
| Ordered Panel Services Data | To monitor status of work commissioned, whether completed and closed, on hold or current position if. | Supplier Personnel leading on matter, date matter opened and closed, current position on matter, business unit, Supplier’s reference/matter code, name of matter, short matter description, breakdown of costs. | Monthly |
| Spend | To monitor the total contract spend and the top ten highest spend matters | Set out annual spend, quarterly spend and ten highest costing matters for past 12 months and past quarter, broken down into fees and disbursements per business unit. | Quarterly |
| Innovation Report | The proposals submitted by the Supplier for improving contract performance awaiting approval from the Contracting Authority. | This shall include the date of submission, whether the proposal relates to cost reduction or an increase in quality standards, dates of approval and rejection, cost implications and any effects on third parties. | Ad-hoc and 6 monthly |
| Continuous Improvement Report | To identify any lessons learnt, areas of weakness, areas of improvement in management and delivery of legal services. | This shall include the date of submission, whether the proposal relates to cost reduction or an increase in quality standards, dates of approval and rejection, cost implications and any effects on third parties. | 6 Monthly |

**9. volumes**

9.1 Volumes of work cannot be guaranteed and there will be no obligation on the part of the Contracting Authority or government departments to use the co-partnering contract. Work will be allocated between Suppliers in accordance with the principles set out in paragraph 3.5 above.

**10. continuous improvement**

10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

10.2 The Supplier should present new ways of working to the Contracting Authority during Contract review meetings.

10.3 Changes to the way in which the Services are to be delivered must be brought to the Contracting Authority’s attention and agreed prior to any changes being implemented.

**11. Sustainability**

11.1 There are no bespoke sustainability considerations for this requirement.

**12. quality**

12.1 The Supplier shall have in place and shall maintain robust quality assurance and governance processes, and shall act in accordance with Principle 5 (proper standard of service) of the SRA Handbook (or any successor or replacement to the same).

12.2 The Contracting Authority will measure the quality of the Supplier’s delivery by:

12.2.1 assessing whether the Supplier meets the deadlines agreed for the delivery of work-products in respect of each instruction;

12.2.2 assessing whether the work-products are fit for purpose; and,

12.2.3 where the provision of legal services involves the drafting, review or production or modification of documentation, such documentation is technically functional and of an appropriate standard; and

12.2.4 all legal services are provided to a standard no less than would be expected of a skilled and competent provider of professional legal services.

**13. PRICE**

13.1 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.

13.2 Pricing should be supplied on an hourly rate basis. The Contracting Authority reserves the right to enter into discussion with the Supplier to arrange a fixed, capped or other alternative fee for specific instructions. Any such arrangement will be on the agreement of both parties at the inception of a new instruction.

It should also be noted that some client departments may wish to embed supplier lawyers to work during peak periods or for specific projects, therefore they reserve the right to ask for daily/weekly/monthly rates in order to effectively ‘second’ lawyers if suppliers have capacity to release resource for extended periods of time. Any such arrangement shall be without prejudice to the obligations of suppliers to provide secondees under the terms of the LSP RM6179.

13.3 For the avoidance of doubt, the prices will be subject to the Volume Discounts, in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.

**14. STAFF AND CUSTOMER SERVICE**

14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality and timely service in line with the requirements set out at section 5 above.

14.2 The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard. The Supplier will work with the Contracting Authority throughout the term of the Contract in order to monitor the throughput and volume of work generated and thereafter to make reasonable adjustments to their established team of lawyers and key personnel in order to ensure that the requirements of the Contract are met.

The Supplier shall ensure that its staff will provide excellent customer service to the Contracting Authority throughout the duration of the Contract.

**15. service levels and performance**

15.1 The Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Invoice Accuracy | The Supplier shall provide accurate invoices.  If there is an error of greater than 2% of the invoice value, a discount of 0.5% of the total accurate invoice will be applied for every 1% error.  E.g.  - 97% accuracy on an invoice would incur a 0.5% discount.  - 96% a 1% discount,  - 95% a 1.5% discount  - 94% a 2% discount  Etc… | 98% |
| 2 | Service Delivery Timescale | The Supplier shall meet the deadlines agreed for the delivery of work-products in respect of each instruction. Where agreed deadlines are missed a 5% discount to the total cost associated with that work-product is to be applied for every whole day that passes after the deadline before the product is provided (without prior agreement and revision of the deadline with the Contracting Authority). | 98% |
| 3 | Initial Requests for Services and/telephone helpline | The Supplier shall meet the timelines stipulated in paragraphs 5.9 and 6.2 above. | 98% |

15.2 Supplier performance will be monitored and assessed during monthly review meetings. Where there are any issues regarding quality of end products or supplier performance against agreed SLA’s, a performance improvement plan will be implemented.

15.3 The Suppliers and the Contacting Authority will work together to track and improve the overall delivery of legal services.

15.4 If there are significant, or continued performance issues after the agreed improvement plan has been implemented the Contracting Authority reserves the right to terminate the contract early.

**16. Security and CONFIDENTIALITY requirements**

16.1 Potential suppliers are to note that all material for this procurement and the subsequent Contract are not to be shared with any third parties without first obtaining permission in writing to do so from the Contracting Authority.

16.2 Suppliers must have appropriate IT, physical, personnel and procedural security measures in place to prevent any unauthorised access to data collected under the Contract.

**IT Security**

16.2.1 The Supplier’s IT systems (including end user devices, servers, firewalls etc) used to meet the Contracting Authority’s requirement must comply with the [technical requirements](https://www.cyberessentials.ncsc.gov.uk/requirements-for-it-infrastructure.html) prescribed by “Cyber Essentials”.[[1]](#footnote-1) This may be demonstrated by appropriate certification or evidence of compliance with the relevant technical standards. The resilience of the Supplier’s IT systems must be tested periodically.

16.2.2 Where remote access is used, the Supplier is expected to have measures in place to ensure that encryption is applied to both ‘data at rest’ on end user devices and to ‘data in transit’ during any remote access sessions.

16.2.3 The Supplier’s IT systems must have the capability to employ encryption to data which shall be sent across a network or extracted by electronic means (e.g. sent via email, extracted from an online web portal of during online meetings). Where this is required, the solution adopted, and any encryption method used as part of that solution, must be agreed with the Contracting Authority.

**Physical Security**

16.2.4 Suppliers are expected to have appropriate physical security measures in place in any data centres, or other buildings, used to host the Contracting Authority’s data and to be able to demonstrate this. The Authority’s preference is that the Supplier hosts the data entirely within the UK.  Where the Suppler wishes to host data outside the UK the Supplier must obtain the Contracting Authority’s prior agreement to the country (or countries) the data is to be hosted in.

**17. payment AND INVOICING**

17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables identified in the instructions.

17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs on a time spent basis.

17.3 Invoices should be submitted to the nominated GLD representative acting on behalf of the Contracting Authority. Unless agreed otherwise by the Contracting Authority, invoices should be submitted to the relevant instructing department within 5 working days following the end of the relevant calendar month in which the invoiced services are provided.

17.4 Invoices must be submitted in PDF Format.

17.5 Only one invoice can be accepted in each PDF file, although multiple PDF’s can be attached to one email.

17.6 The GLD Case Reference (if applicable) must be clearly quoted on the invoice otherwise it will be rejected. Quoting it in the body of the email is not acceptable.

**18. CONTRACT MANAGEMENT**

18.1 The Supplier shall nominate an appropriate representative to act as a day-to-day contact in the provision of legal services to the Contracting Authority.

18.2 In addition to the arrangements set out in paragraph 8.5, the Supplier’s nominated representatives shall attend periodic review meetings as reasonably required by the representative of the Contracting Authority. The purpose of such review meetings will be to report on and check the monitoring standards and performance of the Supplier, resolve any issues which have not been dealt with on a day to day basis, and discuss potential innovative solutions and any complaints.

18.3 Attendance at Contract Review meetings shall be at the Supplier’s own expense.

18.4 The Supplier shall, upon request by the Contracting Authority, immediately provide the Contracting Authority with a written report where service and/or performance falls below the required level. The report shall detail the remediation measures that have been put in place to prevent a re-occurrence of such service and/or performance failure.

**19. Location**

19.1 It is envisaged that the majority of services will be delivered from the Suppliers’ premises, although Suppliers may be required to attend meetings alongside instructing departmental legal teams as reasonably necessary.

1. <https://www.cyberessentials.ncsc.gov.uk/> [↑](#footnote-ref-1)