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Tender

## **DoF - Digital NI - Contact Centre Services for Government**

Department of Finance DoF

F02: Contract notice

Notice identifier: 2021/S 000-002836

Procurement identifier (OCID): ocds-h6vhtk-02927b

Published 11 February 2021, 5:08pm

### **Section I: Contracting authority**

#### **I.1) Name and addresses**

Department of Finance DoF

303 Airport Road West

BELFAST

BT3 9ED

#### **Contact**

Tony.Harveyfinance-ni.gov.uk

#### **Email**

[SSDAdmin.CPD@finance-ni.gov.uk](mailto:SSDAdmin.CPD@finance-ni.gov.uk)

#### **Country**

United Kingdom

#### **NUTS code**

UK - UNITED KINGDOM

**Internet address(es)**

Main address

<https://etendersni.gov.uk/epps>

Buyer's address

<https://etendersni.gov.uk/epps>

**I.2) Information about joint procurement**

The contract is awarded by a central purchasing body

**I.3) Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at

<https://etendersni.gov.uk/epps>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://etendersni.gov.uk/epps>

**I.4) Type of the contracting authority**

Body governed by public law

**I.5) Main activity**

General public services

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## **Section II: Object**

### **II.1) Scope of the procurement**

#### **II.1.1) Title**

DoF - Digital NI - Contact Centre Services for Government

Reference number

3320512

#### **II.1.2) Main CPV code**

- 79512000 - Call centre

#### **II.1.3) Type of contract**

Services

#### **II.1.4) Short description**

DoF is seeking to procure the services of a Supplier to deliver the following services as a minimum; a) Provision of a fully managed Contact Centre solution that can service the current needs and outcomes for Citizens. The Supplier is required to provide the infrastructure, technology, management, and resourcing of the Contact Centre. b) Servicing and management of calls for a 24,7 Flooding Incident Line requirements. c) Servicing and management of calls for Emergency Response requirements. d) Technology solutions deployed in the Contact Centre are to be extendable to back office Satellite Services to enable internal business areas to manage their own contacts and calls. In support of the above requirements, the following also needs to be provided; The Supplier will be required to plan and manage the transition of the services including engagement with the existing Supplier to ensure full Transition is completed no later than the 10th October 2022. The Northern Ireland NI Public Sector requirements for future Contact Centre services, coupled with pressures elsewhere in the NI public sector and the UK Government's recognition of the need to consolidate common service provision, drives the requirement to consolidate Contact Centre Services for potential cost savings across the NI public sector. The scope of the new Contract will be scalable to cover the needs for shared Contact Centre services across the NI public sector. The transition of services will cover the existing service users (referred to Phase 1 organisations) whereas the Phase 2 organisations may opt to use this Contract at a later stage. PHASE 1 organisations are (procured and priced as part of this Procurement) - Northern Ireland Civil Service (NICS) Departments (including the Department of Finance (DoF) as the contracting party on behalf of all organisations), The Executive Office, Department of Agriculture, Environment and Rural Affairs, Department for Communities, Department of

Education, Department for the Economy, Department of Finance, Department for Infrastructure, Department of Health, Department of Justice, Public Prosecution Service for NI, Compensation Agency, Driver and Vehicle Agency (DVA), Forensic Science Northern Ireland, Forest Service, Land and Property Services (LPS), Northern Ireland Courts and Tribunals Service (NICTS), Northern Ireland Environment Agency (NIEA), Northern Ireland Prison Service, Northern Ireland Statistics and Research Agency (NISRA), Northern Ireland Legal Services Agency (LSA), Rivers Agency, Youth Justice Agency, Charity Commission for Northern Ireland, Consumer Council for Northern Ireland, Education Authority, Health and Safety Executive for Northern Ireland (HSENI), Northern Ireland Civil Service Pension Board, Northern Ireland Office, Northern Ireland Audit Office (NIAO), Armagh City, Banbridge and Craigavon Borough Council (Planning Services ) and PHASE 2 organisations are (procured and a mechanism for pricing established as part of this Procurement should such organisations ascribe to this contract at a later stage). Other public sector organisations such as those bodies as covered by the Northern Ireland Public Procurement Policy (as listed in the attached document with this competition - Phase 2 Organisations).

### **II.1.5) Estimated total value**

Value excluding VAT: £100,000,000

### **II.1.6) Information about lots**

This contract is divided into lots: No

## **II.2) Description**

### **II.2.2) Additional CPV code(s)**

- 79500000 - Office-support services
- 79510000 - Telephone-answering services
- 75100000 - Administration services
- 79511000 - Telephone operator services
- 64200000 - Telecommunications services
- 32522000 - Telecommunications equipment
- 32523000 - Telecommunications facilities
- 32524000 - Telecommunications system
- 66172000 - Financial transaction processing and clearing-house services

- 75130000 - Supporting services for the government
- 79211110 - Payroll management services
- 79342300 - Customer services
- 79530000 - Translation services
- 79540000 - Interpretation services
- 79570000 - Mailing-list compilation and mailing services
- 79600000 - Recruitment services
- 79992000 - Reception services
- 79993000 - Building and facilities management services
- 79994000 - Contract administration services
- 79996100 - Records management
- 79999000 - Scanning and invoicing services
- 64100000 - Post and courier services
- 79521000 - Photocopying services
- 72500000 - Computer-related services
- 30200000 - Computer equipment and supplies

### **II.2.3) Place of performance**

NUTS codes

- UKN0 - Northern Ireland

### **II.2.4) Description of the procurement**

DoF is seeking to procure the services of a Supplier to deliver the following services as a minimum; a) Provision of a fully managed Contact Centre solution that can service the current needs and outcomes for Citizens. The Supplier is required to provide the infrastructure, technology, management, and resourcing of the Contact Centre. b) Servicing and management of calls for a 24,7 Flooding Incident Line requirements. c) Servicing and management of calls for Emergency Response requirements. d) Technology solutions deployed in the Contact Centre are to be extendable to back office Satellite Services to enable internal business areas to manage their own contacts and calls. In support of the above requirements, the following also needs to be provided; The

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#### **II.2.5) Award criteria**

Price is not the only award criterion and all criteria are stated only in the procurement documents

#### **II.2.6) Estimated value**

Value excluding VAT: £100,000,000

#### **II.2.7) Duration of the contract, framework agreement or dynamic purchasing system**

Duration in months

84

This contract is subject to renewal

Yes

Description of renewals

To allow for a sufficient return of investment 7 years is considered an appropriate duration.

There will be an opportunity to extend the contract for an additional 2 yrs. Therefore, the potential max. contract length is 9 years (7 years initial period and a potential 2 year extension). £100m is the estimated value of the contract over the 9 year period.

#### **II.2.10) Information about variants**

Variants will be accepted: No

#### **II.2.11) Information about options**

Options: Yes

Description of options

To allow for a sufficient return of investment, 7 years is considered an appropriate Contract duration. There will be an opportunity to extend the contract for an additional 2 years. Therefore, the potential maximum contract length is 9 years (7 years initial period and a potential 2 year extension).

#### **II.2.13) Information about European Union Funds**

The procurement is related to a project and/or programme financed by European Union funds: No

#### **II.2.14) Additional information**

The Authority reserves the right: to hold additional rounds of negotiations with Economic Operators; to require the submission of any further or additional information or tender submissions; to award the Contract following the submission of initial tenders; to award the Contract following conclusion of the first round of negotiation sessions; and/or to down-select Economic Operators following each round of negotiations. For the avoidance of doubt, final tenders will not be subject to any negotiation with the Authority (however, they may be subject to clarification, if required, at the Authority's absolute discretion). The

Contracting Authority reserves the right: to reject any or all SQ or tender responses and to cancel or withdraw the procurement process at any stage; to award a contract without prior notice; to change the basis of, the procedure and the timescales set out or referred to in the procurement documents; to require an Economic Operator to clarify its SQ or tender response in writing and/or provide additional information; to terminate the procurement process; and/or to amend the terms and conditions of the SQ or tender evaluation process or negotiation process. •The Contracting Authority does not bind itself to accept the lowest or any tender. •Economic Operators remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the Economic Operator in connection with taking part in this procurement process, regardless of whether such costs arise as a consequence, directly or indirectly, of any amendments made to the procurement documents by the Authority at any time. No legally binding contract shall arise (and an Economic Operator shall have no legitimate expectation that a contract will be entered into) until such time as entry into the Contract has been confirmed by the Authority. Economic Operators should note that all dates, time periods and figures in relation to values and volumes specified in this notice and the procurement documents are approximate only and the Contracting Authority reserves the right to change any or all of them. The figure indicated in II.1.5 represents an estimated contract value £100m. This is a maximum figure that reflects the potential scale of the contract and takes into account such changes to the scope/and or scale which may result from future operational requirements. The pricing strategy applied and the setting of cost/profit margins are a commercial decision for economic operators when submitting a bid for this competition. In addition, neither CPD nor the Authority can provide any guarantee as to the level of business under this contract. The successful contractor's performance on the contract will be regularly monitored. Contractors not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to senior management in CPD for further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Notice of Unsatisfactory Performance and the contract may be terminated. The issue of a Notice of unsatisfactory Performance will result in the contractor being excluded from all procurement competitions being undertaken by Centres of Procurement Expertise on behalf of bodies covered by the Northern Ireland Procurement Policy for a period of twelve months from the date of issue of the Notice. This contract will not be awarded in Lots as a single Supplier is required.

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## **Section III. Legal, economic, financial and technical information**

### **III.1) Conditions for participation**

#### **III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers**

List and brief description of conditions

Candidates will be assessed in accordance with Regulation 58 of the Public Contract Regulations 2015 (as amended) as set out in the Information Memorandum and Instructions to Tenderers document and Selection Questionnaire. A selection process will also be used to identify economic operators, who having submitted a response to the Selection Questionnaire, sufficiently demonstrate to the Department's satisfaction the appropriate technical and professional ability, economic, financial and legal standing to meet the requirements of the Contract.

#### **III.1.2) Economic and financial standing**

Selection criteria as stated in the procurement documents

#### **III.1.3) Technical and professional ability**

Selection criteria as stated in the procurement documents

### **III.2) Conditions related to the contract**

#### **III.2.2) Contract performance conditions**

The award of the Contract will be subject to the highest ranked Supplier demonstrating that the minimum requirements specified in the selection questionnaire continue to be met and that there is no material adverse change to the standing of the Supplier. The Contract award will also be subject to all other necessary due diligence being carried out by the Authority. Contract performance will be subject to the conditions specified in the contract, which may include social and environmental clauses in order to promote equality of opportunity and sustainable development. Further details are set out at Section VI.3 below and in the Procurement Documentation.

## **Section IV. Procedure**

### **IV.1) Description**

#### **IV.1.1) Type of procedure**

Competitive procedure with negotiation

#### **IV.1.5) Information about negotiation**

The contracting authority reserves the right to award the contract on the basis of the initial tenders without conducting negotiations

#### **IV.1.8) Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: Yes

### **IV.2) Administrative information**

#### **IV.2.2) Time limit for receipt of tenders or requests to participate**

Date

15 March 2021

Local time

3:00pm

#### **IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates**

19 April 2021

#### **IV.2.4) Languages in which tenders or requests to participate may be submitted**

English

#### **IV.2.6) Minimum time frame during which the tenderer must maintain the tender**

Tender must be valid until: 13 June 2021

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## Section VI. Complementary information

### VI.1) Information about recurrence

This is a recurrent procurement: No

### VI.3) Additional information

The Authority reserves the right: to hold additional rounds of negotiations with Economic Operators; to require the submission of any further or additional information or tender submissions; to award the Contract following the submission of initial tenders; to award the Contract following conclusion of the first round of negotiation sessions; and/or to down-select Economic Operators following each round of negotiations. For the avoidance of doubt, final tenders will not be subject to any negotiation with the Contracting Authority (however, they may be subject to clarification, if required, at the Authority's absolute discretion). The Contracting Authority reserves the right: to reject any or all SQ or tender responses and to cancel or withdraw the procurement process at any stage; to award a contract without prior notice; to change the basis of, the procedure and the timescales set out or referred to in the procurement documents; to require an Economic Operator to clarify its SQ or tender response in writing and/or provide additional information; to terminate the procurement process; and/or to amend the terms and conditions of the SQ or tender evaluation process or negotiation process. •The Contracting Authority does not bind itself to accept the lowest or any tender. •Economic Operators remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the Economic Operator in connection with taking part in this procurement process, regardless of whether such costs arise as a consequence, directly or indirectly, of any amendments made to the procurement documents by the Authority at any time. No legally binding contract shall arise (and an Economic Operator shall have no legitimate expectation that a contract will be entered into) until such time as entry into the Contract has been confirmed by the Authority. Economic Operators should note that all dates, time periods and figures in relation to values and volumes specified in this notice and the procurement documents are approximate only and the Contracting Authority reserves the right to change any or all of them. The figure indicated in II.1.5 represents an estimated maximum contract value £100m. This is a maximum figure that reflects the potential scale of the contract and takes into account such changes to the scope/and or scale which may result from future operational requirements. The pricing strategy applied and the setting of cost/profit margins are a commercial decision for economic operators when submitting a bid for this competition. In addition, neither CPD nor the Authority can provide any guarantee as to the level of business under this contract. The successful contractor's performance on the contract will be regularly monitored. Contractors not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach

satisfactory levels of contract performance, the matter will be escalated to senior management in CPD for further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Notice of Unsatisfactory Performance and the contract may be terminated. The issue of a Notice of Unsatisfactory Performance will result in the contractor being excluded from all procurement competitions being undertaken by Centres of Procurement Expertise on behalf of bodies covered by the Northern Ireland. Procurement Policy for a period of twelve months from the date of issue of the Notice. This contract will not be awarded in Lots as a single Supplier is required.

## **VI.4) Procedures for review**

### **VI.4.1) Review body**

The UK does not have any special review body with responsibility for appeal/mediation procedures in public procurement competitions. Instead; any challenges are dealt with by the High Court, Commercial Division, to which proceedings may be issued regarding alleged breaches of PCR 2015 as amended

Belfast

Country

United Kingdom

### **VI.4.3) Review procedure**

Precise information on deadline(s) for review procedures

CPD will comply with the Public Contracts Regulations 2015(as amended) and, where appropriate, will incorporate a standstill period (i.e. a minimum of 10 calendar days) at the point information on the award of contract is communicated to tenderers. That notification will provide full information on the award decision. This provides time for the unsuccessful tenderers to challenge the award decision before the contract is entered into.