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Tender

# **DoJ - Compensation Services - Provision of Loss Adjusting Services**

Department of Justice

F02: Contract notice

Notice identifier: 2024/S 000-007589

Procurement identifier (OCID): ocds-h6vhtk-04470c

Published 8 March 2024, 4:42pm

# **Section I: Contracting authority**

# I.1) Name and addresses

Department of Justice

C/o Construction Procurement Delivery, Clare House, 303 Airport Road West

**BELFAST** 

BT3 9ED

#### **Email**

justice.cpd@finance-ni.gov.uk

## Country

**United Kingdom** 

## Region code

UK - United Kingdom

#### Internet address(es)

Main address

https://www.justice-ni.gov.uk/

Buyer's address

https://www.finance-ni.gov.uk/topics/procurement

# 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/

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

https://etendersni.gov.uk/

# I.4) Type of the contracting authority

Body governed by public law

# I.5) Main activity

Defence

# **Section II: Object**

# II.1) Scope of the procurement

#### II.1.1) Title

DoJ - Compensation Services - Provision of Loss Adjusting Services

Reference number

ID 5052019

#### II.1.2) Main CPV code

• 66000000 - Financial and insurance services

#### II.1.3) Type of contract

Services

#### II.1.4) Short description

The Compensation Services is seeking to appoint a Loss Adjuster to carry out essential work in the day to day running of the Criminal Damage Scheme to negotiate with victims and their representatives on their behalf. The Loss Adjuster will be providing a service required by the Department of Justice, Compensation Services in carrying out assessments of the cost and damage to a property suffered by an applicant, they will also attend court when required in an expert witness capacity. The Loss Adjuster will also be expected to respond promptly to queries (orally, e-mails or via post) from clients and Compensation Services in regard to assessments. The successful tender will also be expected to attend consultations in appeal cases in an expert capacity and at times provide additional information and respond to queries regarding same, any additional expenses this may accrue should be detailed in the pricing schedule. The successful tender will be expected to travel throughout all of Northern Ireland as required under the terms of the Contract. The contract will run for an initial contract period of 3 years and will contain the option to extend the contract a further period of up to and including 2 years

#### II.1.5) Estimated total value

Value excluding VAT: £300,000

#### II.1.6) Information about lots

This contract is divided into lots: No

## II.2) Description

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

- 66515000 Damage or loss insurance services
- 66518300 Insurance claims adjustment services
- 66519500 Loss adjustment services

#### II.2.3) Place of performance

**NUTS** codes

UKN0 - Northern Ireland

## II.2.4) Description of the procurement

The Compensation Services is seeking to appoint a Loss Adjuster to carry out essential work in the day to day running of the Criminal Damage Scheme to negotiate with victims and their representatives on their behalf. The Loss Adjuster will be providing a service required by the Department of Justice, Compensation Services in carrying out assessments of the cost and damage to a property suffered by an applicant, they will also attend court when required in an expert witness capacity. The Loss Adjuster will also be expected to respond promptly to queries (orally, e-mails or via post) from clients and Compensation Services in regard to assessments. The successful tender will also be expected to attend consultations in appeal cases in an expert capacity and at times provide additional information and respond to queries regarding same, any additional expenses this may accrue should be detailed in the pricing schedule. The successful tender will be expected to travel throughout all of Northern Ireland as required under the terms of the Contract. The contract will run for an initial contract period of 3 years and will contain the option to extend the contract a further period of up to and including 2 years

#### 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: £300,000

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

Duration in months

This contract is subject to renewal

No

#### II.2.10) Information about variants

Variants will be accepted: No

#### II.2.11) Information about options

Options: Yes

Description of options

The contract will run for an initial contract period of 3 years and will contain the option to extend the contract a further period of up to and including 2 years

## 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 figure indicated in Section II represents an estimated contract value. This value reflects the potential scale of the contract and takes into account potential optional extension periods and the uptake of potential optional services as detailed in the tender documents. Neither CPD nor the Authority can provide any guarantee as to the level of business under this contract. 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 Contracting 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. Contracting 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.

# Section IV. Procedure

# **IV.1) Description**

#### IV.1.1) Type of procedure

Open procedure

## 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

8 April 2024

Local time

3:00pm

#### 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: 7 July 2024

## IV.2.7) Conditions for opening of tenders

Date

8 April 2024

Local time

3:30pm

# **Section VI. Complementary information**

# VI.1) Information about recurrence

This is a recurrent procurement: No

# VI.3) Additional information

Contract Monitoring. 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 the contract may be terminated. The issue of a Certificate of Unsatisfactory Performance will result in the contractor being excluded from all procurement competitions being undertaken by Centres of Procurement Expertise. The Authority expressly reserves the rights:. i)not to award any contract as a result of the procurement process commenced by publication of this notice;. ii)to make whatever changes it may see fit to the content and structure of the tendering Competition;. iii)to award (a) contract(s) in respect of any part(s) of the [services] covered by this notice; and . iv) to award contract(s) in stages.. In no circumstances will the Authority be liable for any costs incurred by candidates."

# VI.4) Procedures for review

#### VI.4.1) Review body

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

N/A

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 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.