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Tender

## **DoJ Provision of Electronic Monitoring Services in Northern Ireland**

Department of Justice  
Police Service of Northern Ireland  
Probation Board for Northern Ireland

F02: Contract notice

Notice identifier: 2023/S 000-018490

Procurement identifier (OCID): ocds-h6vhtk-03dd69

Published 29 June 2023, 10:24am

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

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

Department of Justice

c/o Construction and Procurement Delivery, 303 Airport Road West

BELFAST

BT3 9ED

#### **Contact**

[justice.cpd@finance-ni.gov.uk](mailto:justice.cpd@finance-ni.gov.uk)

#### **Email**

[justice.cpd@finance-ni.gov.uk](mailto:justice.cpd@finance-ni.gov.uk)

#### **Country**

United Kingdom

**Region code**

UK - United Kingdom

**Justification for not providing organisation identifier**

Not on any register

**Internet address(es)**

Main address

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

Buyer's address

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

**I.1) Name and addresses**

Police Service of Northern Ireland

c/o Construction and Procurement Delivery, 303 Airport Road West

Belfast

BT3 9ED

**Email**

[justice.cpd@finance-ni.gov.uk](mailto:justice.cpd@finance-ni.gov.uk)

**Country**

United Kingdom

**Region code**

UK - United Kingdom

**Justification for not providing organisation identifier**

Not on any register

**Internet address(es)**

Main address

<https://www.psni.police.uk/>

Buyer's address

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

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

Probation Board for Northern Ireland

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

Belfast

BT3 9ED

### **Email**

[justice.cpd@finance-ni.gov.uk](mailto:justice.cpd@finance-ni.gov.uk)

### **Country**

United Kingdom

### **Region code**

UK - United Kingdom

### **Internet address(es)**

Main address

<https://www.pbni.org.uk/>

Buyer's address

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

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

The contract involves joint procurement

### **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 to the above-mentioned address

### **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**

DoJ Provision of Electronic Monitoring Services in Northern Ireland

Reference number

ID 3342314

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

- 79710000 - Security services

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

Services

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

The Department of Justice (DOJ) require a contract for the provision of services for the Electronic Monitoring (EM) of offenders in Northern Ireland. The scope of EM is a public

protection tool for both for the judiciary and for the criminal justice agencies monitoring offenders in the community. The Criminal Justice (Northern Ireland ) Order 2008 (“the 2008 Order”) provides that electronic monitoring services are made available to facilitate effective monitoring of offenders’ compliance with curfew conditions aimed at enhancing their supervision and limiting their opportunity to reoffend. EM is a key public protection tool for both for the judiciary and for the criminal justice agencies (CJA) who monitor offenders in the community. The four CJA clients using EM services are: • NI Court Service (NICTS); • Police Service NI (PSNI); • NI Prison Service (NIPS); and • Probation Board NI (PBNI). EM currently monitors adherence to curfews requiring the confinement of the subject within the boundaries of an approved address for a period of between 2 and 12 hours per day. It uses an electronic tag fitted to a subject which sends a signal to a receiver unit located at the curfew address – usually the subject’s home. During the hours of the curfew, breaks in the signal (where the tag goes out of range of the receiver) indicate that a curfew violation has occurred and are verified and reported by the service provider to the appropriate supervising CJA. The monitoring information EM provides can be presented at court to confirm curfew condition violations or support the prosecution case in relation to any other offences which may have been committed whilst being monitored. It therefore plays an important role in levels of public confidence, hampers the ability of an offender to reoffend (during the curfew hours when the court believes they are at greatest risk of re-offending) and can provide valuable information to statutory authorities which can be used to support the detection and prosecution of crime.

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

Value excluding VAT: £20,000,000

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

This contract is divided into lots: No

## **II.2) Description**

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

- 79714000 - Surveillance services
- 79714100 - Tracing system services
- 79714110 - Absconder-tracing services

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

NUTS codes

- UKN - Northern Ireland

Main site or place of performance

Potentially any location within Northern Ireland.

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

The Department of Justice (DOJ) require a contract for the provision of services for the Electronic Monitoring (EM) of offenders in Northern Ireland. The scope of EM is a public protection tool for both for the judiciary and for the criminal justice agencies monitoring offenders in the community. The Criminal Justice (Northern Ireland ) Order 2008 (“the 2008 Order”) provides that electronic monitoring services are made available to facilitate effective monitoring of offenders’ compliance with curfew conditions aimed at enhancing their supervision and limiting their opportunity to reoffend. EM is a key public protection tool for both for the judiciary and for the criminal justice agencies (CJA) who monitor offenders in the community. The four CJA clients using EM services are: • NI Court Service (NICTS); • Police Service NI (PSNI); • NI Prison Service (NIPS); and • Probation Board NI (PBNI). EM currently monitors adherence to curfews requiring the confinement of the subject within the boundaries of an approved address for a period of between 2 and 12 hours per day. It uses an electronic tag fitted to a subject which sends a signal to a receiver unit located at the curfew address – usually the subject’s home. During the hours of the curfew, breaks in the signal (where the tag goes out of range of the receiver) indicate that a curfew violation has occurred and are verified and reported by the service provider to the appropriate supervising CJA. The monitoring information EM provides can be presented at court to confirm curfew condition violations or support the prosecution case in relation to any other offences which may have been committed whilst being monitored. It therefore plays an important role in levels of public confidence, hampers the ability of an offender to reoffend (during the curfew hours when the court believes they are at greatest risk of re-offending) and can provide valuable information to statutory authorities which can be used to support the detection and prosecution of crime.

#### **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: £20,000,000

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

Duration in months

120

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 be for an initial period of five (5) years, with scope for two further extensions, of three (3) and two (2) years. If both extension periods are used, the total contract period will be ten (10) 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 Contracting Authority reserves the right to award the Contract following submission of Initial Tender Responses, without negotiation.

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

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

#### **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 Contract will be subject to the preferred supplier demonstrating that the minimum requirements specified in the selection questionnaire continue to be met and that there are no material adverse changes to the standing of the supplier. The appointment will also be subject to all other necessary due diligence being carried out by the Contracting Authority. Contract performance will be subject to the conditions specified in the Contract, which includes a social clause in order to promote equality of opportunity and sustainable development.



## **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

31 July 2023

Local time

3:00pm

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

14 August 2023

#### **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: 27 January 2024

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## **Section VI. Complementary information**

### **VI.1) Information about recurrence**

This is a recurrent procurement: No

### **VI.2) Information about electronic workflows**

Electronic ordering will be used

Electronic invoicing will be accepted

Electronic payment will be used

### **VI.3) Additional information**

The Contracting 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. 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 Contracting 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 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. . Neither CPD nor the Department of Justice can provide any guarantee as to the level of business under this contract. The estimated contract value is a broad estimate only; it includes additional quantum for unforeseen demand and to future

proof. The estimate is not deemed to be a condition of contract nor a guarantee of minimum demand or uptake. No compensation will be payable to a contractor. should the actual demand be less than that stated.. . 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 they may be issued with a notice of written warning and notice of unsatisfactory performance, and this contract may be terminated. The issue of a notice of written warning and 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 up to 3 years from the date of issue of the notice.

#### **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.

N/A

Country

United Kingdom

##### **VI.4.2) Body responsible for mediation procedures**

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.

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 the contract is communicated to tenderers. That notification will provide full information on the award decision. This provides time for unsuccessful tenderers to challenge the award decision before the contract is entered into.