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Tender

DoF LPS Land Registration Delivery Partner Project

Department of Finance

F02: Contract notice

Notice identifier: 2021/S 000-031603

Procurement identifier (OCID): ocds-h6vhtk-0302ea

Published 17 December 2021, 1:24pm

Section I: Contracting authority

I.1) Name and addresses

Department of Finance

303 Airport Road West

BELFAST

BT3 9ED

Email

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/home.do>

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

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

DoF LPS Land Registration Delivery Partner Project

Reference number

3830533

II.1.2) Main CPV code

- 72000000 - IT services: consulting, software development, Internet and support

II.1.3) Type of contract

Services

II.1.4) Short description

The Department of Finance, Land and Property Services (LPS) in Northern Ireland has a requirement for a Land Registration Delivery Partner to deliver a modern digitally enabled ICT solution that will support the transformation of Land Registration Services. It is envisaged that the new solution will be responsible for but not limited to the replacement of the aging stand-alone legacy systems with a new digital Land Registration solution that supports the design and delivery of joined up services. The new solution will be user friendly, customer focused, support web-based technologies, digital self-service platforms and seamlessly connect and integrate with the LPS Enterprise Integration Platform to share and consume data and business events. The new solution will also be flexible and adaptable to support new and innovative methods of delivery, future changes and ongoing business needs. Further information is available in the Project Description document and the Information Memorandum (IM).

II.1.5) Estimated total value

Value excluding VAT: £125,000,000

II.1.6) Information about lots

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV code(s)

- 72320000 - Database services
- 72268000 - Software supply services
- 72230000 - Custom software development services
- 72227000 - Software integration consultancy services
- 48800000 - Information systems and servers
- 48200000 - Networking, Internet and intranet software package
- 48220000 - Internet and intranet software package

- 48300000 - Document creation, drawing, imaging, scheduling and productivity software package
- 48310000 - Document creation software package
- 48318000 - Scanner software package
- 48320000 - Drawing and imaging software package
- 48326000 - Mapping software package
- 48326100 - Digital mapping system
- 48329000 - Imaging and archiving system
- 48600000 - Database and operating software package
- 48610000 - Database systems
- 48611000 - Database software package
- 48612000 - Database-management system
- 71354000 - Map-making services
- 71354100 - Digital mapping services
- 71354200 - Aerial mapping services
- 71355000 - Surveying services
- 71355200 - Ordnance surveying
- 72100000 - Hardware consultancy services
- 72200000 - Software programming and consultancy services
- 72210000 - Programming services of packaged software products
- 72212326 - Mapping software development services
- 72228000 - Hardware integration consultancy services
- 72250000 - System and support services
- 72260000 - Software-related services
- 72300000 - Data services
- 72500000 - Computer-related services
- 72700000 - Computer network services

- 72900000 - Computer back-up and catalogue conversion services
- 75100000 - Administration services
- 48810000 - Information systems
- 48000000 - Software package and information systems
- 72222300 - Information technology services
- 48442000 - Financial systems software package
- 79800000 - Printing and related services
- 72316000 - Data analysis services
- 79940000 - Collection agency services
- 48900000 - Miscellaneous software package and computer systems
- 79500000 - Office-support services
- 79571000 - Mailing services
- 79400000 - Business and management consultancy and related services
- 64210000 - Telephone and data transmission services
- 79990000 - Miscellaneous business-related services
- 66170000 - Financial consultancy, financial transaction processing and clearing-house services
- 66112000 - Deposit services
- 72220000 - Systems and technical consultancy services
- 72322000 - Data management services
- 72317000 - Data storage services
- 72224100 - System implementation planning services
- 72400000 - Internet services
- 72212200 - Networking, Internet and intranet software development services
- 72212211 - Platform interconnectivity software development services
- 72212220 - Internet and intranet software development services
- 72212400 - Business transaction and personal business software development services

- 72212482 - Business intelligence software development services
- 72212517 - IT software development services
- 72212600 - Database and operating software development services
- 72212610 - Database software development services
- 72212732 - Data security software development services
- 72212900 - Miscellaneous software development services and computer systems
- 79999000 - Scanning and invoicing services
- 79999100 - Scanning services
- 79100000 - Legal services

II.2.3) Place of performance

NUTS codes

- UKN0 - Northern Ireland

II.2.4) Description of the procurement

The Department of Finance, Land and Property Services (LPS) in Northern Ireland has a requirement for a Land Registration Delivery Partner to deliver a modern digitally enabled ICT solution that will support the transformation of Land Registration Services. It is envisaged that the new solution will be responsible for but not limited to the replacement of the aging stand-alone legacy systems with a new digital Land Registration solution that supports the design and delivery of joined up services. The new solution will be user friendly, customer focused, support web-based technologies, digital self-service platforms and seamlessly connect and integrate with the LPS Enterprise Integration Platform to share and consume data and business events. The new solution will also be flexible and adaptable to support new and innovative methods of delivery, future changes and ongoing business needs. Further information is available in the Project Description document and the Information Memorandum (IM).

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: £125,000,000

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

Duration in months

144

This contract is subject to renewal

No

II.2.9) Information about the limits on the number of candidates to be invited

Envisaged number of candidates: 3

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 have a core term of up to 15 years, including an implementation period of up to 3 years and 12-year operation. The Contract will also include the option to extend for further period(s) of up to 3 years in total.

The estimated contract range indicated in the paragraph below represents the potential total value of the contract over the maximum contract including any optional extension periods.

The maximum Contract Value including any optional extension periods ranges from 45,000,000 GBP to 125,000,000 GBP exclusive of VAT. This is an estimated range only and the Contracting Authority reserves the right to award a contract for a lower or higher amount. This range reflects the potential scale of the contract and takes into account changes and potential modifications to the contract that may be required due to legislative, operational and technological developments and/or additional functions and additional services that LPS may be required to provide during the contract term.

The successful solution may be required to be introduced using a phased approach under the contract, in which case the Contracting Authority reserves the right to terminate the contract at the end of any particular phase or opt for a further phase or phases to be provided. The Contracting Authority reserves the right to terminate the contract prior to the expiry of the term for reasons which will be set out in the contract and discussed during

dialogue. The Contracting Authority reserves the right to purchase any necessary hardware and software to facilitate these changes within the contract or purchase such items from third parties.

Please note the pricing strategy applied and the determination of cost and profit margins are commercial decisions for economic operators when submitting a bid for this competition.

Other options may be set out in the procurement documents such as the purchase of hardware, use of intellectual property rights and licenses, the exploitation of software, and the provision of additional services during the term of the contract. Further information will be made available during the course of the procurement process.

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

A selection process will be used to identify Economic Operators (EO(s)), who having submitted a response to the Selection Questionnaire (SQ) and sufficiently demonstrate to the Contracting Authority's satisfaction the appropriate technical and professional ability, economic, financial and legal standing to meet the requirements of the Contract. 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 change the basis of the timescales set out or referred to in the procurement documents; to require an EO 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 Invitation to Participate in Dialogue (ITPD). The Contracting Authority does not bind itself to accept the lowest or any tender. EO's remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the EO 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 EO 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. EO's 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 pricing strategy applied and the setting of cost/profit margins are a commercial decision for EO's when submitting a bid for this competition.

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

EOs will be assessed in accordance with Regulation 58 of the Public Contract Regulations 2015 (as amended) as set out in the IM and SQ.

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 appointment to the contract will be subject to the preferred bidder demonstrating that the minimum requirements specified in the SQ continue to be met and there being no material adverse change to the standing of the preferred bidder. The appointment will also be subject to all other necessary due diligence being carried out by the Contracting Authority. No formal contract shall be binding until it has been formally executed by the duly authorised representatives of the parties.. Contract performance will be managed and monitored in accordance with the principles as outlined in the Procurement Guidance Note 01/12 'Contract Management', link included below:

. <https://www.finance-ni.gov.uk/publications/procurement-guidance-note-0112-contract-management-principles-and-procedures> . This contract forms part of the NOVA Programme, which will bring together a number of suppliers each of which will be required to act in a collaborative manner to achieve the programme's objectives. As such there will be contractual requirements that the contractor works co-operatively, proactively and effectively with each of the other Nova Programme suppliers and with the Contracting Authority. This will include the provision of reasonable cooperation, support, assistance and information (including potentially granting access to the contractor's resources, systems, software and information for the services) and notifying other suppliers and the Contracting Authority where the contractor's non compliance may have an impact on the performance of another supplier's services to the Contracting Authority. The contractor may also be required as part of this contract to deliver certain actions or activities that are dependencies of other suppliers under the Nova Programme. It is envisaged that such

dependencies will have Milestone Dates attached as well as consequences for failing to achieve such Milestones (e.g. delay payments or services points / credits). As part of the dialogue process the tenderers will also be expected to identify any dependences that they have on the Contracting Authority and other suppliers.. The successful contractor's performance on the contract will be regularly monitored in line with PGN 01/12.

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 Certificate of Unsatisfactory Performance 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 on behalf of bodies covered by the Northern Ireland Procurement Policy for a period of twelve months from the date of issue of the certificate." . . . 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... . and in no circumstances will the Authority be liable for any costs incurred by candidates." . . .

Section IV. Procedure

IV.1) Description

IV.1.1) Type of procedure

Competitive dialogue

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.2.1) Previous publication concerning this procedure

Notice number: [2019/S 118-289610](#)

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

Date

4 February 2022

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

Duration in months: 6 (from the date stated for receipt of tender)

Section VI. Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: No

VI.2) Information about electronic workflows

Electronic invoicing will be accepted

Electronic payment will be used

VI.3) Additional information

This competition is being conducted in accordance with the Public Contracts Regulations 2015 (“the Regulations”) and the Contracting Authority will seek to use the competitive dialogue procedure which is governed by Regulation 30 of the Regulations. Further information on the competition and how the dialogue phase will be structured will be set out in the IM Document and the Invitation to Participate in Dialogue (“ITPD”) which will be issued to those EOs who advance in the procurement following the evaluation of the responses to the SQ. The Contracting Authority reserves the right to modify and vary the contract to provide for additional services that are complementary to the services to be provided under the Land Registration Delivery Partner Project in order to address future functions and requirements and/or additional ICT requirements, . such as: . – Services that allow for enhancements and developments to be created, implemented and maintained throughout the system; . – Services that allow for new service modules to be added to the system, for example, and without prejudice to the generality of the foregoing, functionality for digital signatures; . – Services that develop, assist, maintain and improve the functionality of the system, including but not limited to the increased automation of processes; . – Services to facilitate, assist and support the integration of the system with other systems used by LPS (via the LPS Enterprise Integration Platform) and/or other systems used by the Northern Ireland Civil Service and wider public sector; . – Services to support the inclusion and maintenance of additional users of the system. – Services to communicate and correspond with stakeholders and users of the system, such as electronic messaging; . – Services providing for the administration, including but not limited to processing applications and updating registers; . – Services providing for the recording, management processing and storage of monies; and . . – Services providing for and enabling adjustments to the system to reflect change of function legislative, operational and technological developments. Following the award of the Contract, the Contracting Authority reserves the right to resort to the negotiated procedure without prior publication of a contract notice pursuant to Regulation 32 (9) of the Regulations. Please note that any date given in Section IV above is a best estimate at the time of dispatch of this notice. The Contracting Authority reserves the right to extend any such date. The cost of responding

to the IM and the SQ and any subsequent participation in the procurement will be borne solely by the participating EO. EOs should note that the Contracting Authority reserves the right to cancel this procurement process at any stage. Social value will be included as an award criterion for this Contract, requiring the Contractor to deliver measurable social value outcomes in line with Procurement Policy Note 01/21 (Scoring Social Value).

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 (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.