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Tender

## DoJ - NICTS - Provision of Transcription Services

Northern Ireland Courts and Tribunals Service

F21: Social and other specific services – public contracts

Contract notice

Notice identifier: 2024/S 000-036851

Procurement identifier (OCID): ocds-h6vhtk-04b66f

Published 14 November 2024, 1:22pm

### Section I: Contracting authority

#### I.1) Name and addresses

Northern Ireland Courts and Tribunals Service

c/o CPD 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://etendersni.gov.uk/epps>

Buyer's address

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

### **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**

DoJ - NICTS - Provision of Transcription Services

Reference number

ID 5337195

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

- 75230000 - Justice services

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

Services

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

The NICTS wishes to establish a contract with a single supplier for the provision of quality court transcription services that will meet the current business needs. The provision of Court Transcription Services is a mandatory service which is governed by The Criminal Appeal (Northern Ireland) Rules 1968 (Rules 24-29). In addition, the Judicature (NI) Act 1978 (S16 (1) and S46(1)) specifies 'courts of record', which includes the High Court, Crown Court, Family Care Centres and Coroner's Courts. The contract will run for a period of 4 years with options to extend for further periods of up to and including 24 months beyond this period.

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

Value excluding VAT: £1,000,000

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

This contract is divided into lots: No

## **II.2) Description**

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

- 75231000 - Judicial services
- 79130000 - Legal documentation and certification services
- 79100000 - Legal services

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

NUTS codes

- UKN - Northern Ireland

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

The NICTS wishes to establish a contract with a single supplier for the provision of quality court transcription services that will meet the current business needs. The provision of Court Transcription Services is a mandatory service which is governed by The Criminal

Appeal (Northern Ireland) Rules 1968 (Rules 24-29). In addition, the Judicature (NI) Act 1978 (S16 (1) and S46(1)) specifies 'courts of record', which includes the High Court, Crown Court, Family Care Centres and Coroner's Courts. The contract will run for a period of 4 years with options to extend for further periods of up to and including 24 months beyond this period.

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

Value excluding VAT: £100,000

#### **II.2.7) Duration of the contract or the framework agreement**

Duration in months

48

#### **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**

Contract Value. The figure indicated in Section II 1.5 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. This figure does not however take into account the application of indexation. 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.

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## **Section IV. Procedure**

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

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

Open procedure

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

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

Date

16 December 2024

Local time

3:00pm

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

English

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## **Section VI. Complementary information**

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

Contract Monitoring. The successful contractor's performance on the contract will be regularly monitored in line with the tender documentation. 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 can 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 three years from the date of issue... 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.".

## **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.