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Tender

## **Enterprise Service Management (ESM)**

Cornwall Council

UK4: Tender notice - Procurement Act 2023 - [view information about notice types](#)

Notice identifier: 2025/S 000-057925

Procurement identifier (OCID): ocds-h6vhtk-059db5

Published 18 September 2025, 10:51pm

### **Scope**

### **Reference**

DN791264

### **Description**

For over 25 years, the Authority has relied on its existing Information Technology Service Management (ITSM) platform to manage IT services. It has been the backbone of logging, tracking and resolving requests-everything from fixing technical issues to setting up new starters. The technology landscape has moved on: cloud platforms, automation and integrated digital services are now standard, and the Authority now wishes to explore this technology.

The Authority is now moving to Enterprise Service Management (ESM). In simple terms, ESM means creating one front door for services-a single, easy-to-use platform where staff and customers can make requests, check progress and get help quickly, regardless of which team provides the service. Behind the scenes, it uses proven good practice processes (ITIL) to ensure work is handled consistently and efficiently. It will also integrate with tools we already use, enabling automation, clearer customer journeys and, over time, the use of AI to enhance the experience.

The Authority's current version of its ESM platform is hosted on-premise, and the contract ends in March 2026. The Authority's version of this ESM tool provides a single platform for multiple service areas, not just IT. The Authority's ambition for this Procurement is to implement, migrate to and continue to support a cloud hosted ESM platform that provides a modern, flexible and integrated approach to organisation wide service delivery.

The Authority plans to retire its I.T. Asset Management (ITAM) tool as part of this tender. This will allow the Authority to leverage greater capabilities within a single platform, providing better data for decision-making through modern dashboards and reporting.

The Contract is expected to commence on Thursday 19th February 2026 and will run for a core period of five (5) years, unless terminated or extended in accordance with the terms set out in the Contract.

The estimated total value of the requirement over the Contract's five-year core period is £935,000, which also represents the maximum budget available for Supplier Tenders and the resulting ESM Contract. Any Tender submissions exceeding this value will be rejected in accordance with the assessment criteria outlined in Stage 1: Procurement Specific Questionnaire (PSQ) and Stage 2: Tender Evaluation Criteria.

The Contract will have a core period of five (5) years, subject to the termination provisions set out within the Contract. In addition, the Authority reserves the right to extend the Contract by up to five (5) additional years, through two separate extension options:

- One extension of three (3) years
- One extension of two (2) years

If both extension options are exercised, the maximum potential duration of the Contract would be ten (10) years.

The estimated contract value of £1,910,000.00, as stated in this Contract Notice, is based on the Authority awarding the contract at its maximum budget of £935,000 for the initial 5-year core term, and subsequently exercising all five optional extension years. For the extension period (years 6 to 10), an estimated annual inflation rate of 4% has been applied to reflect projected cost increases over time.

The estimated value is provided in good faith to assist Suppliers in preparing their Tenders. It does not constitute a commitment by the Authority to spend the full amount. No stated value shall create a binding financial obligation unless explicitly confirmed within the Contract.

### **Total value (estimated)**

- £1,910,000 excluding VAT
- £2,292,000 including VAT

Above the relevant threshold

### **Contract dates (estimated)**

- 19 February 2026 to 18 February 2031
- Possible extension to 18 February 2036
- 10 years

Description of possible extension:

One extension of three (3) years with an anticipated Contract period of 19.02.2031 to 18.02.2034 .

One extension of two (2) year with an anticipated Contract period of 19.02.2034 to 18.02.2036.

The Authority reserves the right to implement the optional contract extensions.

### **Options**

The right to additional purchases while the contract is valid.

The Authority may exercise options for additional or repeat purchases of goods, services, or works that are consistent with the scope of the original contract, including the extension of the contract beyond its original term and the implementation of optional elements as described in the procurement documentation. These options will be exercised in accordance with the provisions of the Procurement Act 2023, ensuring they do not materially alter the nature of the contract or breach principles of transparency and equal treatment.

## **Main procurement category**

Services

## **CPV classifications**

- 48000000 - Software package and information systems
- 72000000 - IT services: consulting, software development, Internet and support

## **Contract locations**

- UKK3 - Cornwall and Isles of Scilly

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## **Participation**

### **Legal and financial capacity conditions of participation**

Please refer to the Procurement Specific Questionnaire and other procurement documents attached to this Contract Notice for full details of the conditions of participation. The following is an extract of some economic and financial standing elements to be assessed by the Authority.

Turnover - This criterion assesses whether the Supplier has sufficient financial resources to deliver the Contract. The turnover requirement is set at two times the estimated annual value of the Contract. For this procurement, the estimated annual value is £180,000, resulting in a required annual turnover of £360,000.

Liquidity - This criterion evaluates the Supplier's ability to meet short-term obligations by comparing liquid assets to current liabilities. The Authority's minimum acceptable standard for the calculated Acid Test Ratio is: ? 1.0.

Gearing - This criterion assesses the Supplier's financial leverage, indicating the

proportion of debt to equity. The Authority's minimum acceptable standard for the calculated Gearing Ratio is: < 90%

Net Profit Margin - This criterion assesses the Supplier's profitability over the last two financial years. The Authority's minimum acceptable standard for the calculated Average Net Profit Margin is: < 0%

## **Technical ability conditions of participation**

Please refer to the Procurement Specific Questionnaire and other procurement documents attached to this Contract Notice for full details of the conditions of participation. The following is an extract of some technical and professional ability elements to be assessed by the Authority.

Suppliers must submit three case studies, each limited to 500 words, demonstrating how they meet the case study criteria. In addition, the contract details table must be completed for both case studies to provide clear, quantitative data supporting the responses. Completion of the contract details table is excluded from the 500-word limit per case study. The minimum thresholds that must be met or exceeded are:

- Each case study must relate to a formal contractual arrangement involving the successful implementation, migration, and ongoing support/maintenance of Enterprise Service Management (ESM) software.
- Both case studies must reference public sector customers and contracts. The same customer may be referenced in both case studies, but the contracts must be distinct.
- Each contract must have been active within the last five years from the date of this Procurement's publication. Contracts that expired or were terminated more than five years ago will not be accepted.
- Each contract must have provided software access for at least 2,000 staff within the referenced customer's organisation.

Suppliers are required to respond to a series of project-specific technical and professional ability questions within their PSQ Response. These questions are assessed on a Pass/Fail basis, and any response of "No" may result in a Fail for this section. Each response must be supported by a succinct statement of evidence, regardless of whether the answer is "Yes" or "No". The Authority reserves the right to investigate and validate any responses provided. The Pass/Fail questions include the Supplier confirmation of the following:

- Ability to deliver all mandatory requirements outlined in Schedule 1 (Service Specification), as well as any optional requirements committed to in the Tender. A completed copy of Schedule 1, indicating compliance or non-compliance against each requirement, must be attached to the PSQ submission.
- Ability to deliver all mandatory and committed optional requirements within the five-year core Contract period, for a total Contract price not exceeding £935,000 (the Authority's maximum budget envelope).
- Ability to deliver the implementation and migration to the proposed ESM solution, meeting all mandatory and committed optional requirements, within Year 1 of the core Contract period, for a cost not exceeding £35,000.
- Ability to complete the implementation and migration of the proposed ESM solution, including all mandatory and committed optional requirements, within six (6) months from the date of Contract award.
- That no software licences, consumption-based charges, or support and maintenance fees related to live operation will apply until the proposed ESM solution is fully implemented and the Authority has successfully migrated. The Authority also reserves the right to delay licence activation-regardless of implementation status-to manage transitional cost exposure, with any such delay capped at six (6) months from the point of successful implementation and migration.

## **Particular suitability**

- Small and medium-sized enterprises (SME)
- Voluntary, community and social enterprises (VCSE)

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## **Submission**

### **Enquiry deadline**

29 September 2025, 2:00pm

## **Submission type**

Requests to participate

## **Deadline for requests to participate**

6 October 2025, 2:00pm

## **Submission address and any special instructions**

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

All communications and submissions at every stage of this procurement must be done through the Proactis ProContract e-procurement portal used by the Authority. The attached procurement documents contain information on how to access this opportunity through the referenced e-procurement portal.

## **Tenders may be submitted electronically**

Yes

## **Languages that may be used for submission**

English

## **Award decision date (estimated)**

9 February 2026

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## **Award criteria**

| Name    | Description  | Type    | Weighting |
|---------|--|---------|-----------|
| Quality | <ul style="list-style-type: none"> <li>• Responses to 28 quality questions grouped into 10 sections aligned to the Service Specification - 35%</li> <li>• Responses to four method statement asks addressing the Authority's deliverables and outcomes - 10%</li> <li>• Responses to two case study asks evidencing successful delivery of similar outcomes - 5%</li> <li>• Software demonstration of ESM solution capabilities against the Authority's requirements - 10%</li> <li>• Social Value - Part A: Quantitative response to the CC1 measure (donations or in-kind contributions to local community projects in relation to connectivity - £ &amp; materials) - 5%</li> <li>• Social Value - Part B: Qualitative response to the CC1 measure (donations or in-kind contributions to local community projects in relation to connectivity - £ &amp; materials) - 5%</li> </ul> | Quality | 70.00%    |



| Name  | Description   | Type  | Weighting |
|-------|---|-------|-----------|
| Price | <ul style="list-style-type: none"> <li>• Supplier's Price Response for delivering their ESM solution over the 5-year core term, meeting all mandatory and any committed optional requirements in the Service Specification - 25%</li> <li>• Completion of four maximum day rate cards for deploying personnel aligned to SFIA9 roles and levels of responsibility - 5%</li> </ul> | Price | 30.00%    |

## Other information

### Payment terms

10.1 Subject to any provision of this Contract to the contrary (including without limitation those relating to withholding and/or retention), in consideration of the provision of the Services in accordance with the terms of this Contract, the Parties shall comply with their respective obligations under the Payment Schedule.

10.2 The Supplier shall submit Invoices to the Council for payment of the Charges in accordance with the requirements of the Payment Schedule and the Council shall pay the undisputed element of such Invoices within twenty (20) Business Days of receipt. Each Invoice shall contain appropriate references and a detailed breakdown of the Services provided and shall be supported by any other documentation reasonably required by the Council's Representative to substantiate the entitlement of the Supplier to the amounts claimed in the Invoice.

10.3 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice.

10.4 Any VAT payable by the Council shall be payable at the rate and in the manner for the time being prescribed by law. All VAT charges must be shown separately in any Invoice clearly identifying what it relates to.

10.5 The Supplier shall indemnify the Council on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Council at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this clause 10.5 shall be paid in cleared funds by the Supplier to the Council not less than five (5) Business Days before the date upon which the tax or other liability is payable by the Council.

10.6 Where the Supplier enters into a Sub-Contract with a Sub-Contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all undisputed sums by the Supplier to the Sub-Contractor within a specified period not exceeding twenty (20) Business Days from the receipt of a valid invoice.

10.7 If a Party, acting in good faith, contests all or any part of any payment calculated in accordance with this clause 10:

10.7.1 the contesting Party shall within ten (10) Business Days notify the other Party, setting out in reasonable detail the reasons for contesting the requested payment, and in particular identifying which elements are contested and which are not contested; and

10.7.2 any uncontested amount shall be paid in accordance with this Contract.

10.8 If a Party contests a payment under clause 10.7 and the Parties have not resolved the matter within twenty (20) Business Days of the date of notification under clause 10.7, the contesting Party may refer the matter to Dispute resolution under clause 20 and following the resolution of any dispute referred to Dispute resolution, where applicable, the relevant Party shall pay any amount agreed or determined to be payable in accordance with clause 10.2.

10.9 Subject to any express provision of this Contract to the contrary each Party shall be entitled, without prejudice to any other right or remedy it has under this Contract, to receive interest at the Default Interest Rate on any amount due and payable in accordance with this Contract and not paid with effect from the day after the date on which payment was due up to and including the date of payment, whether before or after judgment.

10.10 The Council may retain or set off any sums owed to it by the Supplier against any sums due to the Supplier under this Contract or any other contract between the Council and the Supplier.

10.11 The Supplier shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by

the Council to the Supplier.

10.12 The implementation of the Charges are fixed. The Council may, however, increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the CPI in the preceding twelve (12) month period. The first such increase shall take effect at the beginning of the sixth (6th) Contract Year and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index at the beginning of the last month of the previous Contract Year.

## **Description of risks to contract performance**

The winning Supplier must identify, communicate, manage and monitor risks as their part of their ongoing Contract management activities. The Suppliers tendering for this opportunity must address risk management in the relevant aspects of their Tender submission. The Authority will evaluate the Suppliers approach to risk management as part of the relevant Tender evaluation criteria. The following paragraphs briefly describe some critical risks that the Authority has identified for this Procurement and subsequent Contract.

The Authority is currently facing organisation-wide budgetary pressures, which may limit the funding available to support this Procurement and the resulting Contract. To mitigate this risk, the Authority has set a fixed maximum budget of £935,000 for the five (5) year core term of the Contract. Any Tender submissions that exceed this maximum budget will be deemed unaffordable and rejected.

The transition from the Authority's existing on-premise ITSM software to the new cloud-hosted ESM solution is expected to involve a complex implementation and data migration process. There is a risk that this transition could disrupt business continuity, potentially affecting the delivery of services to users. To address this, the Authority has embedded evaluation criteria within the Procurement that require Suppliers to demonstrate how they will mitigate this risk and ensure continuity of service throughout the transition.

The Authority is experiencing constraints in personnel resources, which may affect the availability of staff to support activities under the Contract. This is particularly relevant during the implementation and migration phases, where technical input, service reconfiguration, and user training may be required. The Authority has included evaluation criteria that invite Suppliers to propose approaches for mitigating the impact of limited internal resources and ensuring successful delivery.

During the implementation and migration period, the Authority will continue operating its existing ITSM tool, resulting in a potential overlap of costs between the legacy and new

systems. To mitigate this, the Authority has capped the maximum budget for implementation and migration activities in Year 1 of the Contract at £35,000.

Suppliers must confirm that no software licences will be activated, nor will any consumption-based charges or support and maintenance fees associated with the live operation of the software be applied, until the proposed Enterprise Service Management (ESM) solution has been fully implemented and the Authority has successfully migrated to the new system. Additionally, the Authority reserves the right to specify a delayed licence activation date, regardless of implementation status, to manage cost exposure during the transition period. However, this delay shall be capped at a maximum of six (6) months from the point of successful completion of the solution's implementation and the Authority's migration to the new system.

Any software licensing costs that may be incurred to facilitate the implementation and migration activities-prior to full activation-must be fully accounted for within the £35,000 implementation budget envelope. This measure is intended to mitigate the financial risk of overlapping contract costs between the legacy and new systems, which would be deemed unaffordable given the Authority's constrained budget position.

### **Applicable trade agreements**

- Government Procurement Agreement (GPA)
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)

### **Conflicts assessment prepared/revised**

Yes

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## **Procedure**

### **Procedure type**

Competitive flexible procedure

## **Competitive flexible procedure description**

This procurement will be conducted using the Competitive Flexible Procedure, structured across four distinct stages. At each stage, suppliers must meet specific requirements to progress:

Stage 1 - Procurement Specific Questionnaire (PSQ): Suppliers will complete a PSQ assessed on a pass/fail basis against a series of compliance checks and minimum threshold criteria. Only those meeting all requirements will proceed to Stage 2.

Stage 2 - Tender Evaluation: Suppliers who pass the PSQ will have their tenders evaluated against quality and price criteria. The top five scoring suppliers from this stage will be invited to participate in Stage 3.

Stage 3 - Software Demonstrations: The five down-selected suppliers will be required to submit pre-recorded software demonstrations, which will be evaluated by the Authority. Scores from this stage will be combined with Stage 2 tender scores to identify the preferred bidder.

Stage 4 - Post-Evaluation Negotiation: The Authority reserves the right to enter into post-evaluation negotiations with the preferred bidder, provided that such negotiations do not materially change the contract or disadvantage suppliers based on the outcome of the Stage 2 or Stage 3 evaluations.

Full and comprehensive details of the criteria, evaluation methodology, and procedural requirements are provided in the attached procurement documents.

## **Justification for not publishing a preliminary market engagement notice**

The Authority did not publish a separate preliminary market engagement notice for this procurement, as sufficient engagement had already taken place. An RFI was issued to suppliers on Lot 2: Cloud Software under the CCS TePAS2 Framework (RM6098), with a three-week response period. This exercise informed the procurement strategy, shaped contract requirements, and helped identify the most appropriate route to market. A copy of the RFI is included in the attached procurement documents.

Following this, the Authority issued a cost breakdown template to the same suppliers to gather itemised pricing, which supported internal governance and the development of a robust business case. The template is not included as it adds no value to suppliers.

This prior engagement provided sufficient market insight to proceed directly to the formal procurement stage.

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## Documents

### Associated tender documents

<https://procontract.due-north.com//FileUploads/ViewAttachment?attachmentId=f990465c-d694-f011-813a-005056b64545&entityTypeId=b5c83c15-39cd-480e-b232-0e94cac4b464&attachmentTypeId=FtsDocument>

Competitive Flexible Procedure Procurement

<https://procontract.due-north.com//FileUploads/ViewAttachment?attachmentId=4b10167e-d694-f011-813a-005056b64545&entityTypeId=b5c83c15-39cd-480e-b232-0e94cac4b464&attachmentTypeId=FtsDocument>

Contract Schedule 1 (Service Specification)

<https://procontract.due-north.com//FileUploads/ViewAttachment?attachmentId=c2aca98c-d694-f011-813a-005056b64545&entityTypeId=b5c83c15-39cd-480e-b232-0e94cac4b464&attachmentTypeId=FtsDocument>

Contract Terms and Conditions

<https://procontract.due-north.com//FileUploads/ViewAttachment?attachmentId=94c2f092-d694-f011-813a-005056b64545&entityTypeId=b5c83c15-39cd-480e->

[b232-0e94cac4b464&attachmentTypeId=FtsDocument](https://procontract.due-north.com//FileUploads/ViewAttachment?attachmentId=14bbb7a5-d694-f011-813a-005056b64545&entityTypeId=b5c83c15-39cd-480e-b232-0e94cac4b464&attachmentTypeId=FtsDocument)

Social Value Tender Response Template

<https://procontract.due-north.com//FileUploads/ViewAttachment?attachmentId=14bbb7a5-d694-f011-813a-005056b64545&entityTypeId=b5c83c15-39cd-480e-b232-0e94cac4b464&attachmentTypeId=FtsDocument>

Price Tender Response Template

<https://procontract.due-north.com//FileUploads/ViewAttachment?attachmentId=23ad35af-d694-f011-813a-005056b64545&entityTypeId=b5c83c15-39cd-480e-b232-0e94cac4b464&attachmentTypeId=FtsDocument>

Procurement Specific Questionnaire (PSQ)

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## **Contracting authority**

### **Cornwall Council**

- Public Procurement Organisation Number: PYRH-9827-DWLP

County Hall

Truro

TR1 3AY

United Kingdom

Contact name: Mr Alex Kirk

Telephone: 01872 322222

Email: [Alex.Kirk@cornwall.gov.uk](mailto:Alex.Kirk@cornwall.gov.uk)

Website: <http://www.cornwall.gov.uk>

Region: UKK30 - Cornwall and Isles of Scilly

Organisation type: Public authority - sub-central government