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Opportunity

Kirklees Integrated Sexual Health Services

Kirklees Council

F02: Contract notice

Notice reference: 2021/S 000-005984

Published: 24 March 2021, 4:04pm

Section I: Contracting authority

I.1) Name and addresses

Kirklees Council

High Street

HUDDERSFIELD

HD1 2NF

Contact

Mohammed Sidat

Email

mohammed.sidat@kirklees.gov.uk

Telephone

+44 1484221000

Country

United Kingdom

NUTS code

UKE44 - Calderdale and Kirklees

Internet address(es)

Main address

<https://www.kirklees.gov.uk>

Buyer's address

<https://www.yortender.co.uk>

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at

<https://www.yortender.co.uk>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://www.yortender.co.uk>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

Kirklees Integrated Sexual Health Services

Reference number

KMCPH-023

II.1.2) Main CPV code

- 85000000 - Health and social work services

II.1.3) Type of contract

Services

II.1.4) Short description

Kirklees Council ("the Council") wishes to commission a service to provide Integrated Sexual Health Services within the Kirklees area.

The Council of the Borough of Kirklees (the "Council") is conducting this procurement process under the "LightTouch" regime of Regulations 74 to 77 of the Public Contract Regulations 2015 (SI 2015/102) (the "PCR 2015").

II.1.5) Estimated total value

Value excluding VAT: £38,660,000

II.1.6) Information about lots

This contract is divided into lots: No

II.2) Description

II.2.3) Place of performance

NUTS codes

- UKE44 - Calderdale and Kirklees

Main site or place of performance

Kirklees

II.2.4) Description of the procurement

Due to the anticipated value of the service, the contract will be awarded by a process similar to the Competitive Procedure with Negotiation under the PCRs 2015. Invitations to Tender will be advertised and managed through the regional procurement portal, which is available at the address set out in Section I.1 of this Notice (www.yortender.co.uk). Interested economic operators for the service must express their interest in this opportunity via YORtender, by downloading the documentation and submitting their full tender response by the deadline detailed at Section IV.2.2 of this notice. Bidders should submit both their completed Selection Questionnaires (SQ) and Supplier Submission Document (full Tender response) together by the deadline for initial tenders. Bidders should note that their Tender responses will only be evaluated substantively once suitability of the Bidders has been assessed in accordance with the selection criteria and minimum levels of suitability, as detailed in the SQ. Bidders who fail to satisfy the minimum requirements stipulated in the SQ will be eliminated from the process at this stage and their Tender response will not be subject to further evaluation. In order to identify the Most Economically Advantageous Tender which best meets the Council's requirements the Council may elect to either:

- award the Contract following the Evaluation Period without carrying out a Negotiation Period; or,
- commence the Negotiation Period and enter into negotiations with the Bidders who have submitted Tenders in order to improve the content of those Tenders.

The Council reserves the right to only negotiate with the top three (3) scoring Tenderers following evaluation of the initial Tenders.

Kirklees Council ("the Council") wishes to commission a service to provide Integrated Sexual Health Services within the Kirklees area.

The Contract is expected to commence on 1st April 2022 and expire on 31st March 2027, with an option to extend for a further period, or for successive periods, up to 31st March 2032.

The Service is likely to be subject to the implications of the Acquired Rights Directive EU2001/23/EC and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended)("TUPE"). However, it is a matter for the economic

operators to determine for themselves whether or not TUPE applies, and it is strongly recommended by the Contracting Authority that economic operators seek their own independent professional advice (including any legal, financial or actuarial advice) in this respect in order to fully understand the potential consequences of TUPE before compiling and submitting their Tender. Some high level anonymised TUPE liability information is available from the Contracting Authority on receipt of a signed NDA, refer to the Information and Instructions Document.

II.2.5) Award criteria

Quality criterion - Name: Quality / Weighting: 80

Quality criterion - Name: Social Value / Weighting: 10

Price - Weighting: 10

II.2.6) Estimated value

Value excluding VAT: £38,660,000

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

Start date

1 April 2022

End date

31 March 2027

This contract is subject to renewal

Yes

Description of renewals

It is anticipated that the contract will initially run for a period of 5 years with the successful service provider, with the provision to extend the contract by up to a maximum of 5 further 12-month periods. The anticipated commencement date of the contract is 1.4.2022.

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

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

The minimum criteria for consideration of this contract is described in the Selection Questionnaire document, under the scoring and assessment section. Qualitative and financial criteria are outlined in the Invitation to Tender document, including minimum score thresholds for qualitative criteria. The Council reserves the right to exclude any Bidder whom they deem to not satisfy any criteria outlined within the Tender Documentation (available from the address at 1.3 above). Applicants will Pass/Fail on the basis of being financially viable. The rationale applied will be Applicants being able to demonstrate that the net worth quoted on the latest year of their balance sheet is positive.

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

Section IV. Procedure

IV.1) Description

IV.1.1) Type of procedure

Competitive procedure with negotiation

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: [2021/S 000-000766](#)

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

Date

24 May 2021

Local time

1:00pm

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: 9 (from the date stated for receipt of tender)

Section VI. Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: No

VI.3) Additional information

Bidders should note that the Contract relates to services that fall under the "light touch" regime of Regulations

74 to 77 of the PCR 2015. This Procurement Exercise will therefore be run in accordance with the PCR 2015 as

they apply to "light touch" services. While the Council is following a process similar to the competitive procedure

with negotiation under the PCR 2015 neither that fact nor any other statements, acts or omissions of the Council

in connection with this Procurement Exercise should be taken as indicating that the Council intends to be bound

by the provisions of the PCR 2015 or the general principles of the Treaty on the Functioning of the European

Union to any greater extent than applies by law.

VI.4) Procedures for review

VI.4.1) Review body

High Court of England and Wales

London

Country

United Kingdom

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures

In accordance with Regulation 86 (Notices of decisions to award a contract or conclude a framework), Regulation 87 (Standstill periods) and Chapter 6 (Applications to Court) of the Public Contracts Regulations 2015 (SI 2015/102), the contracting authority will incorporate a minimum ten (10) calendar day standstill period at the point that information on the award of the Contract is communicated to economic operators. This period allows any unsuccessful economic operator(s) to seek further debriefing from the contracting authority before the award of the Contract to the successful economic operators. Such additional information should be requested from the address at Sections I.1 and I.3 of this Notice above. If an appeal regarding the award of the Contract has not been successfully resolved, then the Public Contracts Regulations 2015 (SI 2015/102) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be started within thirty (30) days beginning with the date when the aggrieved party first knew or sought to have grounds for starting the proceedings had arisen. The Court may extend the time limited for starting proceedings where the Court considers that there is a good reason for doing so, but not so as to permit proceedings to be started more than three (3) months after that date. Where the Contract has not been awarded, the Court may order the setting aside of the award decision or order the contracting authority to amend any document and may award damages. If however the Contract has been awarded, the Court may only award damages or, where the contract award procedures have not been followed correctly, declare the Contract to be ineffective.