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Award

Provision of managed extra care services at Assisi Place in Hunslet and Yew Tree and Rosewood Court in Moor Allerton

Leeds City Council - PACS

F15: Voluntary ex ante transparency notice

Notice identifier: 2025/S 000-006280

Procurement identifier (OCID): ocds-h6vhtk-04e524

Published 20 February 2025, 2:44pm

Section I: Contracting authority/entity

I.1) Name and addresses

Leeds City Council - PACS

Civic Hall

Leeds

LS11UR

Contact

John Didi

Email

john.didi@leeds.gov.uk

Telephone

+44 1133785015

Country

United Kingdom

Region code

UKE42 - Leeds

Justification for not providing organisation identifier

Not on any register

Internet address(es)

Main address

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

Buyer's address

<https://yortender.eu-supply.com/>

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

Provision of managed extra care services at Assisi Place in Hunslet and Yew Tree and Rosewood Court in Moor Allerton

II.1.2) Main CPV code

- 85000000 - Health and social work services

II.1.3) Type of contract

Services

II.1.4) Short description

The decision will see commissioning officers enter the next stage of discussions with Methodist Homes (MHA) around the ongoing contractual arrangements for extra care service provision at the two schemes they operate in Leeds resulting in the direct award of a contract under Regulation 32 of the Public Contracts Regulations 2015 - negotiated procedure without prior publication of a notice. These two schemes - Assisi Place in Hunslet and Yew Tree and Rosewood Court in Moor Allerton - came about through joint working between Leeds City Council (LCC) and MHA. The sites are developed on LCC land and are owned and operated by MHA. LCC holds a percentage of nomination rights to apartments at both schemes which provides the Council with a right to identify and place people in apartments. The contracts will recognise MHA's position as the onsite provider for both schemes and cover the instances where people elect to receive planned care and support from the onsite provider.

II.1.6) Information about lots

This contract is divided into lots: Yes

II.1.7) Total value of the procurement (excluding VAT)

Value excluding VAT: £3,734,234.50

II.2) Description**II.2.1) Title**

Provision of extra care service at Assisi Place

Lot No

1

II.2.2) Additional CPV code(s)

- 85000000 - Health and social work services

II.2.3) Place of performance

NUTS codes

- UKE - Yorkshire and the Humber

II.2.4) Description of the procurement

The work of extra care service at Assisi Place will help contribute to all of the outcomes stated in the current Leeds Joint Health and Wellbeing Strategy. The nature and ethos of the services contribute to: people living longer and healthier lives; helping people to live full, active and independent lives; ensuring that people's quality of life is improved by access to quality services; involving people in decisions made about them, and; helping people to live in healthy and sustainable communities. Further, the services covered by this report contribute towards the health and wellbeing component of the Best City Ambition by continuing service provision which provides high quality care as part of an integrated system, in this case including affordable housing, which supports people to age well, focuses on prevention and early intervention but also seeks to empower people and support their independence.

In addition, with regards to inclusive growth, the service will continue to offer local recruitment opportunities that are in line with the Council's ambitions around a respected and prestigious care sector. This includes on the job training and personal development opportunities.

II.2.11) Information about options

Options: Yes

Description of options

Due to the nature and criticality of this scheme, the Council have the discretion to extend the terms of the agreement in pursuant of Regulation 32(2)(b)(ii) on the ground that where no reasonable alternative or substitute exists, and the absence of competition is not the result of an artificial narrowing down of the parameters at the time of procurement.

II.2) Description

II.2.1) Title

Provision of extra care service at Yew Tree and Rosewood Court

Lot No

2

II.2.2) Additional CPV code(s)

- 85000000 - Health and social work services

II.2.3) Place of performance

NUTS codes

- UKE - Yorkshire and the Humber

II.2.4) Description of the procurement

The work of extra care services at Yew Tree and Rosewood Court will help contribute to all of the outcomes stated in the current Leeds Joint Health and Wellbeing Strategy. The nature and ethos of the services contribute to: people living longer and healthier lives; helping people to live full, active and independent lives; ensuring that people's quality of life is improved by access to quality services; involving people in decisions made about them, and; helping people to live in healthy and sustainable communities. Further, the services covered will contribute towards the health and wellbeing component of the Best City Ambition by continuing service provision which provides high quality care as part of an integrated system, in this case including affordable housing, which supports people to age well, focuses on prevention and early intervention but also seeks to empower people and support their independence.

Also, with regards to inclusive growth, the services will continue to offer local recruitment opportunities that are in line with the Council's ambitions around a respected and prestigious care sector. This includes on the job training and personal development opportunities.

II.2.11) Information about options

Options: Yes

Description of options

Due to the nature and criticality of this scheme, the Council have the discretion to extend the terms of the agreement in pursuant of Regulation 32(2)(b)(ii) on the ground that where no reasonable alternative or substitute exists, and the absence of competition is not the result of an artificial narrowing down of the parameters at the time of procurement.

Section IV. Procedure

IV.1) Description

IV.1.1) Type of procedure

Negotiated without a prior call for competition

- The works, supplies or services can be provided only by a particular economic operator for the following reason:
 - absence of competition for technical reasons

Explanation:

32 (2) The negotiated procedure without prior publication may be used for public works contracts, public supply contracts and public service contracts in any of the following cases:-

(b) where the works, supplies or services can be supplied only by a particular economic operator for any of the following reasons:-

(ii) competition is absent for technical reasons,...

but only, in the case of paragraph (ii)...., where no reasonable alternative or substitute exists, and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement;" The services are delivered at sites at which LCC holds nomination rights. Both sites are owned and operated by MHA with LCC's access to the sites being through nominations agreements which permit LCC to place people into apartments covered by these services.

The nomination agreements as written see the level of access drop from 100% of the identified apartments to 75% of identified apartments, with the onsite provision covering both the apartments LCC has access to as well as the apartments outside of this access. This is even more pertinent as the 75% nomination rights are abided by moving forward.

Current and future service users will have the choice to opt out of receiving planned care from the on-site provider delivering care at each scheme. Applying unfettered choice and control to the onsite 24/7 staffing is impractical and not viable but is also not funded by LCC.

At both schemes the existing tenants have opted to receive any planned care and support from MHA as the on-site provider as part of their ability to utilise their personal choice in respect of their care and support provider. This approach will ensure MHA remain a care provider option as a part of that choice.

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

Section V. Award of contract/concession

Title

Provision of Extra Care Services at Yew Tree & Rosewood & Assisi Place

A contract/lot is awarded: Yes

V.2) Award of contract/concession

V.2.1) Date of conclusion of the contract

20 February 2025

V.2.2) Information about tenders

The contract has been awarded to a group of economic operators: No

V.2.3) Name and address of the contractor/concessionaire

Methodist Homes

Epworth House, Stuart Street

Derby

DE1 2EQ

Email

sarah.fox@mha.org.uk

Telephone

+44 755243136

Country

United Kingdom

NUTS code

- UKE - Yorkshire and the Humber

Companies House

04043124

The contractor/concessionaire is an SME

Yes

V.2.4) Information on value of contract/lot/concession (excluding VAT)

Initial estimated total value of the contract/lot/concession: £3,734,234.50

Total value of the contract/lot/concession: £3,734,234.50

Section VI. Complementary information

VI.4) Procedures for review

VI.4.1) Review body

The High Court of Justice

The Strand

London

WC2A 2LL

Country

United Kingdom

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures

The authority will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further information from the contracting authority before the contract is entered into.

Such additional information should be requested from the addressee found in I.1. If an appeal regarding the award of a contract has not been successfully resolved the Public Contracts Regulations 2015 (SI 2015 No 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 brought promptly (within 30 days beginning with the date when the economic operator first knew or ought to have known that grounds for such action had arisen).

Where a contract has not been entered into the court may order the setting aside of the award decision or order the authority to amend any document and may award damages. Following the correct implementation of a 10 day standstill period and publication of appropriate notices the court may only award damages once the contract has been entered into.