

This is a published notice on the Find a Tender service: <https://www.find-tender.service.gov.uk/Notice/008420-2022>

Tender

ID 4088812 - DoJ NIPS - Supply and Delivery of Fresh and Prepared Fruit and Vegetables

Northern Ireland Prison Service

F02: Contract notice

Notice identifier: 2022/S 000-008420

Procurement identifier (OCID): ocds-h6vhtk-03277e

Published 29 March 2022, 2:31pm

Section I: Contracting authority

I.1) Name and addresses

Northern Ireland Prison Service

C/O CPD Supplies and Services Division, 303 Airport Road West

BELFAST

BT3 9ED

Email

Justice.CPD@finance-ni.gov.uk

Country

United Kingdom

NUTS code

UK - United Kingdom

Internet address(es)

Main address

<https://www.justice-ni.gov.uk/topics/prisons>

Buyer's address

<https://www.finance-ni.gov.uk/topics/procurement>

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>

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

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

ID 4088812 - DoJ NIPS - Supply and Delivery of Fresh and Prepared Fruit and Vegetables

II.1.2) Main CPV code

- 15300000 - Fruit, vegetables and related products

II.1.3) Type of contract

Supplies

II.1.4) Short description

The Northern Ireland Prison Service (NIPS) wishes to establish a contract for the supply and delivery of fresh and prepared fruit and vegetables. The contract will be awarded in lots as set out below: - Lot 1: HM Prison Maghaberry and Hydebank Wood College and Women's Prison - Lot 2: HM Prison Magilligan Tenderers may bid for one or both Lots providing they have the capacity to deliver the requirements as stated in the tender documents.

II.1.5) Estimated total value

Value excluding VAT: £2,000,000

II.1.6) Information about lots

This contract is divided into lots: Yes

Tenders may be submitted for all lots

II.2) Description

II.2.1) Title

Lot 1: HM Prison Maghaberry and Hydebank Wood College and Women's Prison

Lot No

1

II.2.2) Additional CPV code(s)

- 03220000 - Vegetables, fruits and nuts
- 03221000 - Vegetables

- 03221200 - Fruit vegetables

II.2.3) Place of performance

NUTS codes

- UKN - Northern Ireland

II.2.4) Description of the procurement

The Northern Ireland Prison Service (NIPS) wishes to establish a contract for the supply and delivery of fresh and prepared fruit and vegetables. The contract will be awarded in lots as set out below: - Lot 1: HM Prison Maghaberry and Hydebank Wood College and Women's Prison - Lot 2: HM Prison Magilligan Tenderers may bid for one or both Lots providing they have the capacity to deliver the requirements as stated in the tender documents.

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: £2,000,000

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

Duration in months

36

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

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

Since this is a demand-led requirement, neither CPD nor Northern Ireland Prison Service can provide any guarantee as to the level of business under this contract. The estimated contract values are broad estimates only, include additional quantum for unforeseen demand and to future proof for additional potential users. The estimates are not deemed to be a condition of contract nor a guarantee of minimum demand or uptake. No compensation will be payable to a contractor should the actual demand be less than that stated. . Contract monitoring: the successful Contractor's performance on the contract will be regularly monitored.

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 written warning and notice of unsatisfactory performance, and this contract may be terminated. The issue of a notice of written warning and notice 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 up to 3 years from the date of issue of the notice. 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 under no circumstances will the authority be liable for any costs incurred by Candidates..

II.2) Description

II.2.1) Title

Lot 2: HM Prison Magilligan

Lot No

II.2.2) Additional CPV code(s)

- 03220000 - Vegetables, fruits and nuts
- 03221000 - Vegetables
- 03221200 - Fruit vegetables

II.2.3) Place of performance

NUTS codes

- UKN - Northern Ireland

II.2.4) Description of the procurement

The Northern Ireland Prison Service (NIPS) wishes to establish a contract for the supply and delivery of fresh and prepared fruit and vegetables. The contract will be awarded in lots as set out below: - Lot 1: HM Prison Maghaberry and Hydebank Wood College and Women's Prison - Lot 2: HM Prison Magilligan Tenderers may bid for one or both Lots providing they have the capacity to deliver the requirements as stated in the tender documents.

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: £2,000,000

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

Duration in months

36

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

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

Since this is a demand-led requirement, neither CPD nor Northern Ireland Prison Service can provide any guarantee as to the level of business under this contract. The estimated contract values are broad estimates only, include additional quantum for unforeseen demand and to future proof for additional potential users. The estimates are not deemed to be a condition of contract nor a guarantee of minimum demand or uptake. No compensation will be payable to a contractor should the actual demand be less than that stated. . Contract monitoring: the successful Contractor's performance on the contract will be regularly monitored.

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 written warning and notice of unsatisfactory performance, and this contract may be terminated. The issue of a notice of written warning and notice 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 up to 3 years from the date of issue of the notice. 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 under 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

Open procedure

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

Date

29 April 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

Tender must be valid until: 28 July 2022

IV.2.7) Conditions for opening of tenders

Date

29 April 2022

Local time

3:30pm

Section VI. Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: No

VI.2) Information about electronic workflows

Electronic ordering will be used

Electronic invoicing will be accepted

Electronic payment will be used

VI.3) Additional information

Since this is a demand-led requirement, neither CPD nor Northern Ireland Prison Service can provide any guarantee as to the level of business under this contract. The estimated contract values are broad estimates only, include additional quantum for unforeseen demand and to future proof for additional potential users. The estimates are not deemed to be a condition of contract nor a guarantee of minimum demand or uptake. No compensation will be payable to a contractor should the actual demand be less than that stated. . Contract monitoring: the successful Contractor's performance on the contract will be regularly monitored.

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 written warning and notice of unsatisfactory performance, and this contract may be terminated. The issue of a notice of written warning and notice 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 up to 3 years from the date of issue of the notice. 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 under 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 special review body with responsibility for appeal/mediation procedures in public procurement competitions. Instead; any challenges are dealt with by the High Court, Commercial Division, to which proceedings may be issued.

N/A

Country

United Kingdom

VI.4.2) Body responsible for mediation procedures

The UK does not have any special review body with responsibility for appeal/mediation procedures in public procurement competitions. Instead; any challenges are dealt with by the High Court, Commercial Division, to which proceedings may be issued.

N/A

Country

United Kingdom

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures

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 the contract is communicated to tenderers. That notification will provide full information on the award decision. This provides time for unsuccessful tenderers to challenge the award decision before the contract is entered into.

VI.4.4) Service from which information about the review procedure may be obtained

The UK does not have any special review body with responsibility for appeal/mediation procedures in public procurement competitions. Instead; any challenges are dealt with by the High Court, Commercial Division, to which proceedings may be issued.

N/A

Country

United Kingdom