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Contract

Multi Storey Car Park

Wrightington Wigan and Leigh NHS Foundation Trust

F03: Contract award notice

Notice identifier: 2025/S 000-009013

Procurement identifier (OCID): ocds-h6vhtk-04ec34

Published 12 March 2025, 2:26pm

Section I: Contracting authority

I.1) Name and addresses

Wrightington Wigan and Leigh NHS Foundation Trust

Royal Albert Edward Infirmary, Wigan Lane

Wigan

WN12NN

Contact

Tabitha Gardner

Email

tabitha.gardner@wwl.nhs.uk

Country

United Kingdom

Region code

UKD36 - Greater Manchester North West

Justification for not providing organisation identifier

Not on any register

Internet address(es)

Main address

<https://www.wvl.nhs.uk/>

I.4) Type of the contracting authority

Body governed by public law

I.5) Main activity

Health

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

Multi Storey Car Park

II.1.2) Main CPV code

- 45000000 - Construction work

II.1.3) Type of contract

Works

II.1.4) Short description

Wrightington Wigan & Leigh Teaching Hospitals NHS Foundation Trust (WWL) has contracted with Noviniti Dev Co 13 Ltd (Noviniti) and CP Plus Limited (t/a GroupNexus) (CPP) regarding a multi-storey car park development (the MSCPD) at Freckleton Street near Royal Albert Edward Infirmary (the Hospital). The documents comprise: Licence for Alterations (LfA); Principal Agreement for Underlease (S2AFL); Deed of Covenant (DoC); Deed of Variation/surrender & re-grant of Noviniti's Ground Lease at the Hospital dated 17.12.2024 between WWL & Noviniti (GL) (the DOVSR). The LfA grants consent under the GL to carry out the MSCPD. The S2AFL between WWL, Noviniti and CPP contains all relevant obligations relating to the MSCPD and provides for CPP to accept a 15 year lease of the completed MSCPD (Operator Lease). The DoC is entered into by WWL and CPP and provides for payments to or from WWL in respect of surpluses or shortfalls in car parking revenue (liability will sit with WWL) and services standards

II.1.6) Information about lots

This contract is divided into lots: No

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

Value excluding VAT: £13,000,000

II.2) Description

II.2.2) Additional CPV code(s)

- 45213312 - Car park building construction work
- 98351000 - Car park management services

II.2.3) Place of performance

NUTS codes

- UK - United Kingdom

Main site or place of performance

Royal Albert Edward Infirmary, Wigan Lane, Wigan

II.2.4) Description of the procurement

WWL has entered into:- (i) the S2AFL in respect of the MSCPD at the Hospital, and (ii) the LfA under the GL, (iii) the DOVSR and the corresponding Deed of Surrender of the GL and a replacement GL for an extended term of 43 years (extended from a term of 40 years in the original GL). The extended term is required to accommodate a deferred longstop date for WWL to exercise the right to break the GL in the event that Noviniti does not complete the MSCPD by that deadline.

Following completion of the MSCPD Noviniti will grant the Operator Lease to CPP with associated DoC in respect of surplus sums or shortfalls in car park income. WWL will be obliged to accept a lease of the completed MSCPD directly from Noviniti if CPP defaults.

II.2.5) Award criteria

Price

II.2.11) Information about options

Options: No

II.2.14) Additional information

Please see Voluntary Transparency Notice of 24.12.2024 for details of the documents the subject of this notice

<https://www.find-tender.service.gov.uk/Notice/041526-2024>

Section IV. Procedure

IV.1) Description

IV.1.1) Type of procedure

Award of a contract without prior publication of a call for competition in the cases listed below

- The procurement falls outside the scope of application of the regulations

Explanation:

Following on from the Option Agreement between WWL, Noviniti and CPP on 18.09.24 (S1OA) pursuant to which the GL was granted by WWL to Noviniti on 17.12.24 of the site of the new car park works for a term of years expiring 16 December 2064, WWL entered into the S2AFL, the LfA, the DOVSR (and the replacement extended GL) and the DoC. The S1OA to grant the GL was the subject of a VEAT Notice published on 8 July 2024 with reference 2024/S 000-020762 and the S2AFL was the subject of a further VEAT Notice published on 24 December 2024 with reference 2024/S 000-041526.

The S2AFL does not oblige Noviniti to carry out the MSCPD but if it does not, WWL has the right to break the GL if Noviniti does not commence works by an agreed deadline. WWL agreed as part of the arrangements, to underwrite certain costs in the event that WWL did not sign up to its commitments under the S2AFL. The obligations to underwrite costs fall away on completion of the S2AFL.

Under the S2AFL, if Noviniti completes the MSCPD it may require CPP to accept the Operator Lease which comprises the whole of the MSCPD for a term of 15 years, and for WWL to accept a Reversionary Lease of the MSCPD for a term of 25 years commencing on the date of expiry of the Operator Lease.

WWL will be obliged to accept a direct lease from Noviniti if CPP defaults before completion of the MSCPD and will be obliged to accept an Overriding Lease to become direct tenant of Noviniti if CPP defaults during the term of the Operator Lease.

WWL and CPP will enter into the DoC on the date of grant of the Operator Lease. WWL considers that if the arrangement with CPP is a services concession, it is incidental to the main purpose of the arrangement and would be below the value threshold in the CCR2016.

Noviniti is under no obligation to serve notice to elect to undertake the MSCPD. No public works contract arises due to the lack of an enforceable obligation.

Noviniti and WWL may enter into a "Works Agreement" for Noviniti to manage the execution of additional WWL construction works on adjacent WWL land with WWL making a payment to Noviniti of up to £450k towards the cost of those works. As with the MSCPD under the S2AFL the Works Agreement will not oblige Noviniti to undertake those works but the works will not be separable from the MSCPD works.

WWL considers that the arrangements fall within the land exemption under Regulation 10(1)(a) of the PCR2015 and/or 10(11)(a) of the CCR2016. In addition, following the grant of the GL, Noviniti has the exclusive right to undertake the MSCPD until such time as the WWL break right under the GL becomes capable of exercise. As a result, Noviniti is the only developer that WWL is able to contract with by virtue of Noviniti's exclusive rights as provided for by Regulation 32 of the PCR2015.

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

The procurement is covered by the Government Procurement Agreement: Yes

Section V. Award of contract

A contract/lot is awarded: Yes

V.2) Award of contract

V.2.1) Date of conclusion of the contract

12 March 2025

V.2.2) Information about tenders

Number of tenders received: 1

Number of tenders received from SMEs: 1

Number of tenders received by electronic means: 1

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

V.2.3) Name and address of the contractor

Noviniti Dev Co 13 Ltd

Unit 2, The Stables, Newby Hall,

Rippon

HG4 5AE

Email

jonathan.houlston@noviniti.co.uk

Country

United Kingdom

NUTS code

- UK - United Kingdom

Companies House

14261857

The contractor is an SME

Yes

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

Initial estimated total value of the contract/lot: £13,000,000

Lowest offer: £11,000,000 / Highest offer: £13,000,000 taken into consideration

Section VI. Complementary information

VI.3) Additional information

The procurement falls outside the scope of application of the Regulations

Following on from the Option Agreement between WWL, Noviniti and CPP on 18.09.24 (S1OA) pursuant to which the GL was granted by WWL to Noviniti on 17.12.24 of the site of the new car park works for a term of years expiring 16 December 2064, WWL entered into the S2AFL, the LfA, the DOVSR (and the replacement extended GL) and the DoC on [2025]. The S1OA to grant the GL was the subject of a VEAT Notice published on 8 July 2024 with reference 2024/S 000-020762 and the S2AFL was the subject of a further VEAT Notice published on 24 December 2024 with reference 2024/S 000-041526.

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Under the S2AFL, if Noviniti completes the MSCPD it may require CPP to accept the Operator Lease which comprises the whole of the MSCPD for a term of 15 years, and for WWL to accept a Reversionary Lease of the MSCPD for a term of 25 years commencing on the date of expiry of the Operator Lease.

WWL will be obliged to accept a direct lease from Noviniti if CPP defaults before completion of the MSCPD and will be obliged to accept an Overriding Lease to become direct tenant of Noviniti if CPP defaults during the term of the Operator Lease.

WWL and CPP will enter into the DoC on the date of grant of the Operator Lease. WWL considers that if the arrangement with CPP is a services concession, it is incidental to the main purpose of the arrangement and would be below the value threshold in the CCR2016.

Noviniti is under no obligation to serve notice to elect to undertake the MSCPD. No public works contract arises due to the lack of an enforceable obligation.

Noviniti and WWL may enter into a "Works Agreement" for Noviniti to manage the execution of additional WWL construction works on adjacent WWL land with WWL making a payment to Noviniti of up to £450k towards the cost of those works. As with the MSCPD under the S2AFL the Works Agreement will not oblige Noviniti to undertake those works but the works will not be separable from the MSCPD works.

WWL considers that the arrangements fall within the land exemption under Regulation

10(1)(a) of the PCR2015 and/or 10(11)(a) of the CCR2016. In addition, following the grant of the GL, Noviniti has the exclusive right to undertake the MSCPD until such time as the WWL break right under the GL becomes capable of exercise. As a result, Noviniti is the only developer that WWL is able to contract with by virtue of Noviniti's exclusive rights as provided for by Regulation 32 of the PCR2015.

VI.4) Procedures for review

VI.4.1) Review body

High Courts of Justice

The Royal Court of Justice, The Strand

London

WC2A 2LL

Country

United Kingdom

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures

In accordance with Chapter 6 of the Public Contracts Regulations 2015 (as amended) (Regulations 88 to 104) or Chapter 2 of the Concession Contracts Regulations 2016 (Regulation 49 to 64).