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Award

## **NICTS Office Cleaning Services**

Department of Justice / Northern Ireland Courts and Tribunals Service (NICTS)

F15: Voluntary ex ante transparency notice

Notice identifier: 2021/S 000-023478

Procurement identifier (OCID): ocds-h6vhtk-02e329

Published 21 September 2021, 3:22pm

### **Section I: Contracting authority/entity**

#### **I.1) Name and addresses**

Department of Justice / Northern Ireland Courts and Tribunals Service (NICTS)

c/o Construction Procurement Delivery, Clare House, 303 Airport Road West

Belfast

BT3 9ED

#### **Email**

[justice.cpd@finance-ni.gov.uk](mailto: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/courts-and-tribunals>

Buyer's address

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

#### **I.4) Type of the contracting authority**

Body governed by public law

#### **I.5) Main activity**

General public services

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## **Section II: Object**

### **II.1) Scope of the procurement**

#### **II.1.1) Title**

NICTS Office Cleaning Services

Reference number

CFT835036

#### **II.1.2) Main CPV code**

- 90910000 - Cleaning services

#### **II.1.3) Type of contract**

Services

#### **II.1.4) Short description**

The NICTS estate currently comprises 25 locations made up of courthouses and administrative locations throughout Northern Ireland. Out of these 25 locations there are four part-time buildings namely: Enniskillen, Limavady, Magherafelt and Strabane; one vacant property namely: Larne; one temporarily closed building (Old Townhall); all other buildings, in a business as usual model, are open five days per week, Monday to Friday.

This VEAT is for a modification of this existing contract, not a direct award for a new

requirement.

#### **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: £2,700,000

### **II.2) Description**

#### **II.2.2) Additional CPV code(s)**

- 90919200 - Office cleaning services

#### **II.2.3) Place of performance**

NUTS codes

- UKN - Northern Ireland

Main site or place of performance

A range of premises across the NICTS estate.

#### **II.2.4) Description of the procurement**

This VEAT is for a modification of this existing contract, not a direct award for a new requirement.

#### **II.2.11) Information about options**

Options: No

#### **II.2.14) Additional information**

This VEAT is for a modification of this existing contract, not a direct award for a new requirement.

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## Section IV. Procedure

### IV.1) Description

#### IV.1.1) Type of procedure

Negotiated without a prior call for competition

- New works/services, constituting a repetition of existing works/services

Explanation:

This existing contract is being modified to enhance the provision of cleaning across all NICTS sites to support Covid Cleaning requirements and also to support the newly introduced cleaning requirement with the reopening of Banbridge Courthouse.

The majority of variations are due to the current Covid 19 pandemic to ensure that the NICTS provides a Covid secure environment for all court users via an enhanced daily sanitisation programme.

The Public Contracts Regulations 2015 permit the modification of a contract where the changes proposed meet one or more of the prescribed tests as set out in Regulation 72. There are convincing reasons to modify this contract in accordance with Regulation 72(1)(a).

This is where the change is provided for in the initial procurement documents in a clear, precise and unequivocal review or option clause, which specifies the conditions of use and the scope and nature of the change; and ensures that the overall nature of the contract/framework is not altered. The contract specification includes under section 1.1.3 "that the Contractor must be flexible in delivery of the services during the contract period. This will include allowing the Client to make adjustments to services or the number of buildings as operational requirements change. The Client is entitled to add or delete Services or buildings from the contract, as operational requirements change. As such, the Client offers no guarantee that the value of the contract will remain unchanged throughout the contract period. Any additions or reductions will be in line with the Contractor's commercial offer within the tender for each individual premise. For the avoidance of doubt all costs for removing services/buildings will be in line with the Contractor's commercial offering provided at tender and for additional requirements/buildings costs must be agreed between the Contractor and NICTS."

Regulation 72(1)(c) would also apply in that the need for the change could not have been foreseen by a "diligent" Department provided the changes do not affect the overall nature of the contract or exceed 50% of the value of the original contract value.

The pandemic and its impact were entirely unforeseen when the contract was competitively tendered and awarded.

**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: [2018/S 002-001792](#)

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**Section V. Award of contract/concession**

**Contract No**

CFT835036

**Title**

DoJ NICTS Office Cleaning for Northern Ireland Courts and Tribunal Service (NICTS)

A contract/lot is awarded: Yes

**V.2) Award of contract/concession**

**V.2.1) Date of conclusion of the contract**

21 September 2021

**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**

Information withheld for security reasons

Information withheld for security reasons

Country

United Kingdom

NUTS code

- UK - United Kingdom

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: £2,700,000

Total value of the contract/lot/concession: £2,700,000

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## **Section VI. Complementary information**

### **VI.3) Additional information**

This VEAT is for a modification of an existing contract, not for a new requirement.

Please note that information relating to contractors engaged by the Northern Ireland Department of Justice, and associated bodies, is not published in any publicly accessible forum or publication. This is to protect such contractors, whose security and safety could be threatened by dissident terrorist organisations still active in Northern Ireland if their details

became known. This is consistent with Regulation 50(6)(a).

The estimated contract value is a broad estimate only and includes additional quantum for unforeseen demand and to future proof. There is no guarantee of any level of business under this contract. The estimate is 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.

The successful contractor's performance on this contract will be managed as per specification and regularly monitored (see Procurement Guidance Note 01/12 Contract.

Management:

<https://www.finance-ni.Gov.uk/sites/default/files/publications/dfp/PGN-01012-Contract-Management-Principles-Procedures-25-Sept2017.PDF>).

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 Construction and Procurement Delivery 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.

## **VI.4) Procedures for review**

### **VI.4.1) Review body**

See VI.4.3 / Review procedure

See VI.4.3 / Review procedure

Country

United Kingdom

### **VI.4.3) Review procedure**

Precise information on deadline(s) for review 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 regarding

alleged breaches of the Public Contracts Regulations 2015.