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Award

Multi Storey Car Park Development

Wrightington Wigan and Leigh NHS Foundation Trust

F15: Voluntary ex ante transparency notice

Notice identifier: 2024/S 000-041526

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

Published 24 December 2024, 12:23pm

Section I: Contracting authority/entity

I.1) Name and addresses

Wrightington Wigan and Leigh NHS Foundation Trust

The Elms, Royal Albert Edward Infirmary, Wigan Lane

Wigan

WN1 2NN

Contact

Lesley Wallace

Email

lesley.wallace@bolton.nhs.uk

Telephone

+44 7592944028

Country

United Kingdom

Region code

UKD36 - Greater Manchester North West

Internet address(es)

Main address

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

Buyer's 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 Development

II.1.2) Main CPV code

- 45000000 - Construction work

II.1.3) Type of contract

Works

II.1.4) Short description

Wrightington, Wigan and Leigh Teaching Hospitals NHS Foundation Trust (WWL) intends to contract 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 to be executed by WWL comprise a Licence for Alterations (LfA), a Principal Agreement for Underlease (S2AFL) and a Deed of Covenant (DoC). The LfA grants consent under the Ground Lease dated 17.12.2024 between WWL and Noviniti of the site of the proposed MSCPD ("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

II.2.3) Place of performance

NUTS codes

- UKD36 - Greater Manchester North West

Main site or place of performance

Royal Albert Edward Infirmary, Wigan

II.2.4) Description of the procurement

WWL intends to enter into:- (i) the S2AFL in respect of the MSCPD at the Hospital, and (ii) the LfA under the GL. 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.

The arrangements are a land deal and do not amount to a public works contract or a works concession contract for the purposes of the Public Contracts Regulations 2015 (PCR2015) and Concession Contracts Regulations 2016 (CCR2016). In addition, the only developer that WWL is able to contract with for the purposes of the documents detailed in this VEAT is Noviniti by virtue of Noviniti's exclusive rights as provided for by Regulation 32 of the PCR2015

II.2.5) Award criteria

Price

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

WWL and Noviniti entered into an Option Agreement on 18 September 2024 leading to the grant of the GL. That agreement was the subject of a VEAT Notice dated 8 July 2024. As part of that arrangement, WWL entered into cost underwrite agreements with Noviniti.

WWL proposes to enter into the S2AFL, the LfA and the DoC. 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.

If Noviniti completes the MSCPD it may require CPP to accept the Operator Lease 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.

The GL will include break rights in favour of WWL to break the GL:- (i) without penalty if the MSCPD is not completed on or before the 5th anniversary of the GL, and (ii) on (or after) the date of expiry of the Operator Lease (upon payment by WWL of a compensation sum to its tenant under the GL).

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 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. 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.

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:

WWL and Noviniti entered into an Option Agreement on 18 September 2024 leading to the grant of the GL. That agreement was the subject of a VEAT Notice dated 8 July 2024. As part of that arrangement, WWL entered into cost underwrite agreements with Noviniti.

WWL proposes to enter into the S2AFL, the LfA and the DoC. 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.

If Noviniti completes the MSCPD it may require CPP to accept the Operator Lease 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.

The GL will include break rights in favour of WWL to break the GL:- (i) without penalty if the MSCPD is not completed on or before the 5th anniversary of the GL, and (ii) on (or after) the date of expiry of the Operator Lease (upon payment by WWL of a compensation sum to its tenant under the GL).

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 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. 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/concession

A contract/lot is awarded: Yes

V.2) Award of contract/concession

V.2.1) Date of conclusion of the contract

4 December 2024

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

Noviniti Dev Co 13 Limited

Unit 2 The Stables, Newby Hall Ripon

Harrogate

HG4 5AE

Email

jonathan.houlston@noviniti.co.uk

Country

United Kingdom

NUTS code

- UK - United Kingdom

National registration number

14261857

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: £13,000,000

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

Section VI. Complementary information

VI.4) Procedures for review

VI.4.1) Review body

High Court

The Strand

London

WC2A 2LL UK

Country

United Kingdom

Internet address

<https://www.judiciary.uk/courts-and-tribunals/high-court/>