

United Kingdom-Stoke-on-Trent: Health and social work services

OJ S 97/2018 24/05/2018

Contract notice

Services

Legal Basis:

Directive 2014/24/EU

Section I: Contracting authority

I.1. Name and addresses

Official name: NHS Midlands and Lancashire CSU on behalf of NHS Shropshire Clinical Commissioning Group and Telford and Wrekin Clinical Commissioning Group

Postal address: Heron House, 120 Grove Road

Town: Stoke-on-Trent

NUTS code: UKG23 Stoke-on-Trent

Postal code: ST4 4LX

Country: United Kingdom

Contact person: Hayley Smith

E-mail: h.smith27@nhs.net

Telephone: +44 1216121500

Internet address(es):

Main address: <https://mlcsu.bravosolution.co.uk>

I.1. Name and addresses

Official name: NHS Shropshire Clinical Commissioning Group

Postal address: William Farr House, Mytton Oak Road

Town: Shrewsbury

NUTS code: UKG22 Shropshire CC

Postal code: SY3 8XL

Country: United Kingdom

E-mail: h.smith27@nhs.net

Internet address(es):

Main address: <http://www.shropshireccg.nhs.uk/>

I.1. Name and addresses

Official name: NHS Telford and Wrekin Clinical Commissioning Group

Postal address: Halesfield 6, Halesfield

Town: Telford

NUTS code: UKG21 Telford and Wrekin

Postal code: TF7 4BF

Country: United Kingdom

E-mail: h.smith27@nhs.net

Internet address(es):

Main address: <https://www.telfordccg.nhs.uk/>

I.2. Information about joint procurement

The contract involves 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://mlcsu.bravosolution.co.uk>

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: <https://mlcsu.bravosolution.co.uk>

Tenders or requests to participate must be submitted to the abovementioned address

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

Termination of Pregnancy Services for Shropshire CCG and Telford and Wrekin CCG

II.1.2. Main CPV code

85000000 Health and social work services

II.1.3. Type of contract

Services

II.1.4. Short description

Shropshire Clinical Commissioning Group and Telford and Wrekin Clinical Commissioning Group jointly wish to invite prospective providers to express their interest for the provision of a Termination of Pregnancy Service, in line with the Royal College of Obstetricians Gynaecologists (RCOG) clinical guidelines.

The aim of the service is to provide a full comprehensive package of care including assessment, counselling, treatment, follow-up care and contraceptive advice for all women requesting induced abortions.

The NHS Standard Contract will apply. The contract period will be for 5 years with up to 24 months extension available to use at the discretion of the CCGs.

II.1.5. Estimated total value

Value excluding VAT: 2 500 000,00 GBP

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description

II.2.2. Additional CPV code(s)

85000000 Health and social work services, 85100000 Health services, 85121210 Gynaecologic or obstetric services

II.2.3. Place of performance

NUTS code: UKG21 Telford and Wrekin

NUTS code: UKG22 Shropshire CC

Main site or place of performance: The Service will provide a minimum of one location in Shropshire and one location in Telford and Wrekin. Further details can be found in the specification.

II.2.4. Description of the procurement

Shropshire Clinical Commissioning Group and Telford and Wrekin Clinical Commissioning Group jointly wish to invite prospective providers to express their interest for the provision of a Termination of Pregnancy Service, in line with the Royal College of Obstetricians Gynaecologists (RCOG) clinical guidelines.

The aim of the service is to provide a full comprehensive package of care including assessment, counselling, treatment, follow-up care and contraceptive advice for all women requesting induced abortions.

The service shall offer a high quality, impartial support and advice to all women who request a termination of pregnancy regardless of age, ethnicity, language, disability, sexual orientation, religious, personal circumstances or repeat abortions.

The service shall provide service users with appropriate counselling services both prior to and after having had a termination.

The service shall provide service users with access to a termination as early as possible and provide abortion methods clinically appropriate for a service user's gestation and clinical circumstances.

The service aims to improve the sexual health of women through providing sexual health testing and HIV screening, including the provision and referral to treatment where appropriate. The Service Provider shall provide information and advice on all methods of contraception and the supply of the full range of reversible contraceptive methods.

The Provider shall be familiar with safeguarding procedures and related services in order to ensure service users are safe. This may include procedures and services in relation to issues associated with rape, domestic abuse, sexual exploitation and female genital mutilation (FGM). The Provider shall deliver a procedure to service users whose gestation falls before the UK limit up to 24 weeks.

The Provider shall deliver a full package of care addressing and maximising opportunities for contraceptive, sexual health and mental health needs as well as the actual termination of pregnancy procedure. The service shall be consistent, effective, accessible and legal providing a quality service informed by the RCOG guidance and current best practice to ensure that the risk of infection and other complications is minimised.

The successful Provider will be required to sign the NHS Standard Contract for the service and accept all terms and conditions. Activity will be paid on a cost per case basis at an agreed local tariff (there will be no guarantees of volume or payment in the contract awarded but indicative activity will be provided). The Contract is for a period of 5 years with the option to extend by up to 24 months subject to approval by the Commissioners.

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: 2 500 000,00 GBP

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

Duration in months: 60

This contract is subject to renewal: yes

Description of renewals:

Possibility of extending the contract for up to 24 months beyond the initial contract term.

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

Section III: Legal, economic, financial and technical information

III.1. Conditions for participation

III.1.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

Information and formalities necessary for evaluating if the requirements are met: Any supplier may be disqualified who:

- (a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;
- (b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- (c) has been convicted by a judgement which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
- (d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;
- (e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (g) is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information;
- (h) has been the subject of a conviction for participation in a criminal organisation, as defined in Article 2(1) of Council Joint Action 98/733/JHA;
- (i) has been the subject of a conviction for corruption, as defined in Article 3 of the Council Act of 26.5.1972 and Article 3(1) of Council Joint Action 98/742/JHA3 respectively;
- (j) has been the subject of a conviction for fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
- (k) has been the subject of a conviction for money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10.6.1991 on prevention of the use of the financial system for the purpose of money laundering.

III.1.2. Economic and financial standing

Selection criteria as stated in the procurement documents

III.1.3. Technical and professional ability

Selection criteria as stated in the procurement documents

Section IV: Procedure

IV.1. Description

IV.1.1. Type of procedure

Open procedure

IV.1.3. Information about a framework agreement or a dynamic purchasing system

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

The procurement is covered by the Government Procurement Agreement: no

IV.2. Administrative information

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

Date: 19/06/2018 Local time: 12:00

IV.2.3. Estimated date of dispatch of invitations to tender or to participate to selected candidates

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

Duration in months: 6 (from the date stated for receipt of tender)

IV.2.7. Conditions for opening of tenders

Date: 19/06/2018 Local time: 12:00

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.2. Information about electronic workflows

Electronic payment will be used

VI.3. Additional information

If and when this requirement is offered to tender, this will be done via electronic means using the internet Midlands and Lancashire CSU is conducting this procurement exercise as a central purchasing body for another NHS body with whom the successful bidder(s) will enter into contracts for the supply of the services. Any other public sector body wishing to access the contract may do so only with permission from the contracting NHS body. The contract conditions will be set out in the Invitation to Tender. Further details will be made available via documentation and information released during the course of the tender process. This exercise will be conducted on the Midlands and Lancashire CSU portal at <https://mlcsu.bravosolution.co.uk>:

I) Candidates should register on the portal at <https://mlcsu.bravosolution.co.uk> (registration and use of the website is free of charge). If your organisation has registered previously, you do not need to re-register.

II) Once registered, candidates must submit your reply on the website and by email by the deadline stated. For technical support in submitting your expression of interest contact the BravoSolution Help-desk on +44 8003684850 or E-mail:

help@bravosolution.co.uk.

Light Touch Regime' services: This procurement is for clinical services which are Light Touch Regime Services for the purpose of the Public Contracts Regulations 2015 as specified in Schedule 3 of the regulations('Regulations'). Accordingly, the contracting authorities are only bound by those parts of the regulations detailed in Chapter 3 Particular Procurement Regimes Section 7. The contracting authorities are not voluntarily following any other part of the Regulations. The procedure which the contracting authorities are following is set out in the MOI. As the CCG is a relevant body for the purpose of the National Health Service (Procurement, Patient Choice and Competition) (N^o 2) Regulations 2013 these Regulations also apply to this procurement.

VI.4. Procedures for review

VI.4.1. Review body

Official name: NHS Shropshire Clinical Commissioning Group

Postal address: William Farr House, Mytton Oak Road

Town: Shrewsbury

Postal code: SY3 8XL

Country: United Kingdom

E-mail: rosehoward@nhs.net

Telephone: +44 1743277500

Internet address: <http://www.shropshireccg.nhs.uk/>

VI.4.2. Body responsible for mediation procedures

Official name: NHS Shropshire Clinical Commissioning Group

Postal address: William Farr House, Mytton Oak Road

Town: Shrewsbury

Postal code: SY3 8XL

Country: United Kingdom

E-mail: rosehoward@nhs.net

Telephone: +44 1743277500

Internet address: <http://www.shropshireccg.nhs.uk/>

VI.5. Date of dispatch of this notice

18/05/2018