

Suurbritannia / Ühendkuningriik-London: Tingimisi karistatud vangide jälgimisteenused**OJ S 1/2021 04/01/2021****Muutmise teade****Teenused****Õiguslik alus:**

Direktiiv 2014/24/EL

I osa: Hankija/võrgustiku sektori hankija

I.1. Nimi ja aadressid

Ametlik nimetus: Ministry of Justice

Postiaadress: 102 Petty France

Linn: London

NUTS kood: UK United Kingdom

Riik: Ühendkuningriik

Kontaktisik: Paul Carter

E-post: probationcommercialteam@justice.gov.uk

Telefon: +44 2033343555

Internetiaadress(id):Üldaadress: www.gov.uk/government/organisations/ministry-of-justice**II osa: Ese**

II.1. Hanke kogus või ulatus**II.1.1. Nimetus**

Transforming Rehabilitation

II.1.2. CPV põhikood

75231240 Tingimisi karistatud vangide jälgimisteenused

II.1.3. Lepingu liik

Teenused

II.2. Kirjeldus**II.2.1. Nimetus**

Transforming Rehabilitation: Contracts for the Services of Rehabilitative Services and Offender Management

Osa nr: 21

II.2.2. CPV lisakood(id)

75100000 Riigihaldusteenused, 75230000 Justiitteenused, 75240000 Avaliku turvalisuse, õiguskaitse ja korra teenused, 80400000 Täiskasvanukoolitus ja muud koolitusteenused, 80500000 Koolitusteenused, 85100000 Tervishoiuteenused, 85300000 Sotsiaaltöö ja vastavad teenused

II.2.3. Täitmise koht

NUTS kood: UK United Kingdom

Põhiline teostamise koht: England and Wales.

II.2.4. Hanke kirjeldus lepingu sõlmimise ajal

Following publication of Contract Notice ref [2013/S 183-315991](#), successful bidders acquired the Community Rehabilitation Companies (CRCs) and contracts were awarded on 5 December 2014 for the delivery of probation services, with contracts entered on 18 December 2014. The scope of services was a rehabilitation programme which involved the split of the then current probation and offender resettlement services into a single national public probation service (National Probation Service (NPS)) and the setting up of a series of independently owned and operated Community Rehabilitation Companies (CRCs) to deliver rehabilitation (probation and resettlement) services in 21 Contract Package Areas (CPAs) across England and Wales. The contracts were for a 7-year initial term with an option to extend for a further 3 years. The contracts are due to expire on 25 June 2021, following service of termination notices in December 2018 and subsequent extensions being agreed in December 2019. The GBP (£) figures quoted within the original contract award notice were the maximum anticipated, total, real value of the contracts if the contracts had been extended to the fullest amount allowed under the contract and payment by results had been paid at the maximum level in all periods including all extensions.

II.2.7. Lepingu, raamlepingu, dünaamilise hankesüsteemi või kontsessiooni kestus

Algus: 18/12/2014 Lõpp: 25/06/2021

II.2.13. Teave Euroopa Liidu vahendite kohta

Hange on seotud Euroopa Liidu vahenditest rahastatava projekti ja/või programmiga: ei

V osa: Lepingu sõlmimine/kontsessiooni andmine

Hankelepingu nr: 2015/S 027-045770

Osa nr: 21

Nimetus:

Kent, Surrey and Sussex

V.2. Lepingu sõlmimine/kontsessiooni andmine

V.2.1. Lepingu sõlmimise/kontsessiooni andmise otsuse kuupäev

18/12/2014

V.2.2. Teave pakkumuste kohta

Leping/kontsessioonileping on sõlmitud ettevõtjate rühmaga: ei

V.2.3. Töövõtja/kontsessionäri nimi ja aadress

Ametlik nimetus: The Kent, Surrey and Sussex Community Rehabilitation Company Ltd

Riiklik registreerimisnumber: 08802556

Postiaadress: 75-77 Main Road

Linn: Hockley

NUTS kood: UK United Kingdom

Sihtnumber: SS5 4RG

Riik: Ühendkuningriik

Töövõtja/kontsessionäär on VKE: ei

V.2.4. Teave lepingu/osa/kontsessiooni maksumuse kohta

Hanke lõplik kogumaksumus: 372 000 000,00 GBP

VI osa: Lisateave

VI.3. Lisateave

VI.4. Läbivaatamise kord

VI.4.1. Läbivaatamise eest vastutav organ

Ametlik nimetus: High Court of Justice

Linn: London

Riik: Ühendkuningriik

VI.5. Käesoleva teate lähetamise kuupäev

30/12/2020

VII osa: Lepingu/kontsessiooni muudatused

VII.1. Hanke kirjeldus pärast muudatusi

VII.1.1. CPV põhikood

75231240 Tingimisi karistatud vangide jälgimisteenused

VII.1.2. CPV lisakood(id)

VII.1.3. Täitmise koht

NUTS kood: UK United Kingdom

Põhiline teostamise koht: England and Wales.

VII.1.4. Hanke kirjeldus

The scope of services was a rehabilitation programme which involved the split of the then current probation and offender resettlement services into a single national public probation service (National Probation Service (NPS)) and the setting up of a series of independently owned and operated Community Rehabilitation Companies (CRCs) to deliver rehabilitation (probation and resettlement) services in 21 Contract Package Areas (CPAs) across England and Wales.

VII.1.5. Lepingu, raamlepingu, dünaamilise hankesüsteemi või kontsessiooni kestus

Algus: 18/12/2014 Lõpp: 25/06/2021

VII.1.6. Teave lepingu/osa/kontsessiooni maksumuse kohta

Lepingu/osa/kontsessiooni lõplik kogumaksumus: 372 000 000,00 GBP

VII.1.7. Töövõtja/kontsessionäri nimi ja aadress

Ametlik nimetus: The Kent, Surrey and Sussex Community Rehabilitation Company Ltd

Riiklik registreerimisnumber: 08802556

Postiaadress: 75-77 Main Road

Linn: Hockley

NUTS kood: UK United Kingdom

Sihtnumber: SS5 4RG

Riik: Ühendkuningriik

Töövõtja/kontsessionäär on VKE: ei

VII.2. Teave muudatuste kohta

VII.2.1.

Muudatuste kirjeldus

Muudatuste laad ja ulatus (viidates lepingu võimalikele varasematele muudatustele):

The authority has made previous modifications which have been subject to prior modification notices (where applicable). This notice relates to modifications to the Lot 21. The Kent, Surrey and Sussex Community Rehabilitation Company ('CRC') contract (the Agreement). The change is made to support the CRC to move from the Covid Relief Period to 'transition and recovery' in accordance with the previous modification pursuant to the guidance set out in PPN4/20 (Procurement Policy Note 04/20: Recovery and Transition from Covid-19).

The authority has made variations to deal with the following two phases:

- Phase 1 – The Covid Transition Period (from 31 August 2020 (being when the Covid Relief Period expired under the previous modification) until 4 December 2020. The initial previous modification was effective until 31 October 2020 with a right for the Authority to change this date. The authority issued a notice to change the date to 4 December 2020 — during this phase the CRC shall have its service delivery obligations amended temporarily to reflect the continuing difficulties of delivering their obligations under pandemic restrictions (and the authority shall waive its remedies and rights under the Agreement in whole or in part, as and where appropriate, in respect of such obligations). The CRC shall deliver the services to the extent provided for (from 1 September 2020) in the Transition EDM and Transition Plan and the CRC shall carry out all obligations on it as set out in the Transition EDM and Transition Plan. The Transition EDM and Transition Plan are integral to the CRC moving away from the EDM and achieving progress back to business as usual delivery of the Services in line with the Agreement prior to the impact of the pandemic,
- Phase 2 – The Recovery Period (being the period from 5 December 2020 to 31 March 2021 (or such other date as may be notified by the authority to the CRC)) – during this period the CRC's shall operate in accordance with the Transition EDM and Transition Plan with associated contractual relief but with pricing and transparency on a cost plus basis as set out in a previous modification. The invoicing procedures are also updated for this period,
- the CRC shall be required to pay any service credits that accrue during the service credit transition period (being the period from 1 October 2020 to 31 March 2021 (or such other date as may be notified by the Authority to the CRC)) for service level 4 and service level 18 only. The remainder of the service credits shall continue to be disapplied during this period but must continue to be monitored and reported against by the CRC,
- there is a process for reviewing and updating the Transition EDM and Covid Transition Plan during the Covid Transition Period and/or the Recovery Period,
- additional obligations are included on the CRC relating to transparency, open book and audit during the Covid Transition Period and the recovery period and
- the authority has the right to cease the relief granted and recover payments where the CRC does not comply with the amended obligations.

The authority considers the modifications of the contract without prior publication of a contract notice is permitted by the Public Contracts Regulations 2015 and Directive 2014/24/EU. The contract was modified in accordance with Regulations 72(1)(c) and/or (e)/Articles 72(1)(c) and/or (e) and accordingly does not in the authority's view amount to the award of a new contract and/or an unlawful substantial change. The modification does not alter the overall nature of the contract and the increase in price does not exceed 50 % of the value of the original contract. As has been recognised by the European Commission (2020/C 108 I/01 refers), the Covid-19 crisis is an event which could not have been foreseen nor planned for in advance by the authority.

VII.2.2. Muutmise põhjused

Muudatuse vajadus tuleneb olukorrast, mida hoolas hankija ei saanud ette näha (direktiivi 2014/23/EL artikli 43 lõike 1 punkt c, direktiivi 2014/24/EL artikli 72 lõike 1 punkt c, direktiivi 2014/25/EL artikli 89 lõike 1 punkt c)

Muudatuse tegemise põhjuseks olevate asjaolude kirjeldus ja nende asjaolude ettenägematu laadi selgitus:

The modification is brought about due to the unforeseen circumstance surrounding the Covid-19 pandemic and its impact on the economy, to allow for the temporary, proportionate, and appropriate relief to the CRC in line with government guidance.

VII.2.3. Maksumuse suurenemine

Lepingu ajakohastatud kogumaksumus enne muudatusi (võttes arvesse võimalikke lepingu varasemaid muudatusi ja hinna muudatusi ning direktiivi 2014/23/EL puhul asjaomase liikmesriigi keskmist inflatsiooni)

Maksumus käibemaksuta: 279 731 000,00 GBP

Lepingu kogumaksumus pärast muudatusi

Maksumus käibemaksuta: 279 731 000,00 GBP