



European Union

Publication of Supplement to the Official Journal of the European Union

2, rue Mercier, 2985 Luxembourg, Luxembourg Fax: +352 29 29 42 670

E-mail: ojs@publications.europa.eu

Info & on-line forms: <http://simap.europa.eu>

Contract notice
(Directive 2004/18/EC)

Section I : Contracting authority

I.1) Name, addresses and contact point(s):

Official name: [Worcestershire County Council](#)

National ID: *(if known)*

Postal address: [County Hall, Spetchley Road](#)

Town: [Worcester](#)

Postal code: [WR5 2NP](#)

Country: [United Kingdom \(UK\)](#)

Contact point(s):

Telephone:

For the attention of: [Emma Breckin](#)

E-mail: EBreckin@worcestershire.gov.uk

Fax:

Internet address(es): *(if applicable)*

General address of the contracting authority/entity: *(URL)* <http://www.worcestershire.gov.uk>

Address of the buyer profile: *(URL)* <http://www.worcestershire.gov.uk/tendering>

Electronic access to information: *(URL)*

Electronic submission of tenders and requests to participate: *(URL)*

Further information can be obtained from

- The above mentioned contact point(s) Other (please complete Annex A.I)

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from

- The above mentioned contact point(s) Other (please complete Annex A.II)

Tenders or requests to participate must be sent to

- The above mentioned contact point(s) Other (please complete Annex A.III)

I.2) Type of the contracting authority

- Ministry or any other national or federal authority, including their regional or local sub-divisions
- National or federal agency/office
- Regional or local authority
- Regional or local agency/office
- Body governed by public law
- European institution/agency or international organisation
- Other: *(please specify)*

I.3) Main activity

- General public services
- Defence

- Public order and safety
- Environment
- Economic and financial affairs
- Health
- Housing and community amenities
- Social protection
- Recreation, culture and religion
- Education
- Other: *(please specify)*

I.4) Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities:

yes no

information on those contracting authorities can be provided in Annex A

Section II : Object of the contract

II.1) Description :

II.1.1) Title attributed to the contract by the contracting authority :

Transformation of Human Resources and Finance Services systems and transactional processes for Worcestershire County Council, Schools and Other Customers

II.1.2) Type of contract and location of works, place of delivery or of performance :

choose one category only – works, supplies or services – which corresponds most to the specific object of your contract or purchase(s)

- | | | |
|---|---|--|
| <input type="radio"/> Works | <input type="radio"/> Supplies | <input checked="" type="radio"/> Services |
| <input type="checkbox"/> Execution | <input type="checkbox"/> Purchase | Service category No: 7 |
| <input type="checkbox"/> Design and execution | <input type="checkbox"/> Lease | Please see Annex C1 for service categories |
| <input type="checkbox"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities | <input type="checkbox"/> Rental | |
| | <input type="checkbox"/> Hire purchase | |
| | <input type="checkbox"/> A combination of these | |

Main site or location of works, place of delivery or of performance :

NUTS code: [UKG12](#)

II.1.3) Information about a public contract, a framework agreement or a dynamic purchasing system (DPS):

- The notice involves a public contract
- The notice involves the establishment of a framework agreement
- The notice involves the setting up of a dynamic purchasing system (DPS)

II.1.4) Information on framework agreement : (if applicable)

- Framework agreement with several operators Framework agreement with a single operator
- Number : _____
- or
- (if applicable) maximum number : _____ of participants to the framework agreement envisaged

Duration of the framework agreement

Duration in years : 4 or in months :

Justification for a framework agreement, the duration of which exceeds four years :

Estimated total value of purchases for the entire duration of the framework agreement (if applicable, give figures only)

Estimated value excluding VAT : _____ Currency : _____

or

Range: between : [14000000.00](#) : and : [100000000.00](#) : Currency : [GBP](#)

Frequency and value of the contracts to be awarded : (if known)

II.1.5) Short description of the contract or purchase(s) :

The scope of services for this Framework Agreement and subsequent call-off contract is the outsourcing of the delivery and transformation of a number of Human Resource and Finance systems and transactional processes at Worcestershire County Council (the Council).

II.1.6) Common procurement vocabulary (CPV) :

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	72000000	
Additional object(s)	48440000	
	48442000	
	48490000	
	48450000	
	48451000	
	48810000	
	72251000	
	72320000	
	79211110	
	79631000	
	79414000	
	72317000	
	75100000	
	72250000	
	66520000	
	72212490	
	79410000	

II.1.7) Information about Government Procurement Agreement (GPA) :

The contract is covered by the Government Procurement Agreement (GPA) : yes no

II.1.8) Lots: (for information about lots, use Annex B as many times as there are lots)

This contract is divided into lots: yes no

(if yes) Tenders may be submitted for

one lot only

one or more lots

all lots

II.1.9) Information about variants:

Variants will be accepted : yes no

II.2) Quantity or scope of the contract :**II.2.1) Total quantity or scope :** (including all lots, renewals and options, if applicable)

At a high level, the scope of services being considered for external provision is as follows:

- Payroll services for council, schools and other customers' staff
- HR transactional services for County Council and schools
- HR advisory service for schools

- Schools finance advice
- Payments for schools and schools systems support
- Accounts payable and accounts receivable for the council, schools and other customers.
- Occupational Health
- Technology solution management, maintenance, support and its future transformation
- General ledger application to enable Council accounting services
- Process transformation for HR and Finance business processes
- Other related business support services which may be added at a later date.

These other related services may include, but are not limited to; Procurement; Pension Administration; HR Advisory for the Council; Management Accounting and Debt Management; DBS Checking; Learning and Development; Cash collections and Reconciliation.

The services set out above are not exhaustive and in order to maximise resources during the term of the framework and allow flexibility for potential increases and decreases in requirements, the Council reserves the right to both increase and decrease the services being provided to it. Other related business support services may be added using the change control process that will be set out in the call-off contract. Should services be removed during the term of the contract, the Council will require the provider to continue to provide the remaining services and the contract will include a methodology for the removal of particular services.

On commencement of the Framework Agreement the Council will immediately enter into a call-off contract for the services to be provided to it and, for some services, to be provided directly to maintained schools within the Council's area (those maintained schools being contracting authorities in their own right). The Council is also procuring the Framework Agreement so that other contracting authorities can call-off services. The Council currently sells support services to a number of third parties, including schools and academies. The Council has offered to lead a collaborative procurement on behalf of these customers. Contracting authorities that are not the Council or maintained schools at the time of the contract being entered into shall enter into separate call-off contracts with the provider for the services that they require. It is anticipated at this stage that the other contracting authorities will require some or all of the services set out above. These requirements are detailed further in the accompanying procurement documentation.

Other contracting authorities that will be able to enter into a call-off contract with the provider for some or all of the services set out above are:

- any local authority, maintained school within Worcestershire
- any academy within Worcestershire or the multi-academy trust to which they belong;
- any alternative provision school within Worcestershire;
- any free school within Worcestershire;
- any pupil referral units within Worcestershire;
- any special schools within Worcestershire;
- any post-16 schools and Colleges within Worcestershire;
- any corporate entity wholly or partly owned by the Council;
- West Mercia Police and Police Crime Commissioner;
- The Chief Constable Of Warwickshire
- The Chief Constable Of West Mercia
- The Police And Crime Commissioner For Warwickshire
- The Police And Crime Commissioner For West Mercia.

A detailed list of these other contract authorities is available via the Council's eTendering Portal, address found in section VI.3

The Council anticipates the following arrangements for call-off contracts under this framework agreement:

- it will enter into one call off contract for its own services, for seven (with the option to extend for up to another three) years, and for services to be provided to all maintained schools that currently receive the same services from the Council under contracts that expire in March 2018 (or 2016 for those that have not extended). This brings benefits to the supplier in that it will have certainty of business until March 2018 in relation to the majority of maintained schools, and during that period it will only have to have one contractual arrangement with the

Council. In terms of management of the services under this contract, maintained schools will have access to the supplier directly for day-to-day operational matters. For the period up to March 2018 the Council will be sub-contracting delivery of the services to maintained schools and payment for the services provided under the contract between the supplier and the Council will be based on the terms and conditions that the Council has agreed with the maintained schools and will remain during the term of the call-off contract;

- After March 2018 the maintained schools may call off directly from the framework agreement if they so choose during the remainder of the term of the framework agreement;
- As regards academies (and other contracting authorities named in this contract notice), if they currently receive the same services under a contract with the Council, these contracts will be assigned to the new supplier to create a direct contractual arrangement between the customer and the supplier and will be treated as a call-off contract under the framework agreement. The services provided under the contract between the supplier and the academy or other contracting authority will be on the terms and conditions that the Council has agreed with the academy or other contracting authority and will remain during the term of the call-off contract. Again, this will provide the supplier with certainty of business to the end of those contracts (some until August 2016, others until August 2018). After the end of the current arrangements, academies and other named contracting authorities may call off directly from the framework agreement if they so choose;
- Contracting authorities named in this contract notice that do not currently have an arrangement with the Council for the provision of the services may also call-off under the framework agreement at any time during its term.

This contract will also be made available to the following contracting authorities, see the following websites for details:-
http://www.direct.gov.uk/en/DI1/Directories/Localcouncils/AToZOfLocalCouncils/DG_A-Z_LG
<http://www.education.gov.uk/edubase/home.xhtml>

(if applicable, give figures only)

Estimated value excluding VAT : Currency :

or

Range: between : 14000000.00 : and : 100000000.00 : Currency : GBP

II.2.2) Information about options : *(if applicable)*

Options : yes no

(if yes) Description of these options :

The services provided directly to the Council under the call-off contract that the Council will enter into will be for a term of 7 years with the option to extend for up to three further years extensible on a six monthly basis at the Council's discretion and based on the performance of the provider.

(if known) Provisional timetable for recourse to these options :

in months : or in days : (from the award of the contract)

II.2.3) Information about renewals : *(if applicable)*

This contract is subject to renewal: yes no

Number of possible renewals: *(if known)* or Range: between : and:

(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:

in months: or in days: (from the award of the contract)

II.3) Duration of the contract or time limit for completion:

Duration in months : 48 or in days: (from the award of the contract)

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

Section III : Legal, economic, financial and technical information

III.1) Conditions relating to the contract:

III.1.1) Deposits and guarantees required: *(if applicable)*

The Council reserves the right to require guarantees (Which may include Parent Company Guarantee), bonds, collateral warranties and other forms of security as appropriate. See the procurement documentation for further details.

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

The payment arrangements will be covered by the call-off Contract terms & conditions. See the procurement documentation for further details.

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded: *(if applicable)*

For bidding purposes, a consortium/partnership/joint venture/significant sub-contracting arrangement is acceptable but for the purposes of entering into a contract, the Council reserves the right to require groupings of organisations, consortia, partnerships or any other form of joint venture to take a particular legal form or to require a single lead organisation to take primary liability under the contract. The Authority does not require a formal joint venture or special purpose vehicle to be set up at tender stage but the lead organisation, proposed partnering arrangements and the proposed contracting party should be clearly identified at the tender stage. Further information can be found in the procurement documentation.

III.1.4) Other particular conditions: *(if applicable)*

The performance of the contract is subject to particular conditions : yes no

(if yes) Description of particular conditions:

See the procurement documentation for further details.

III.2) Conditions for participation:

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

Information and formalities necessary for evaluating if the requirements are met:

See the procurement documentation for further details.

III.2.2) Economic and financial ability:

Information and formalities necessary for evaluating if the requirements are met: Minimum level(s) of standards possibly required: *(if applicable)*

See the procurement documentation for further details. See the procurement documentation for further details.

III.2.3) Technical capacity:

Information and formalities necessary for evaluating if the requirements are met: Minimum level(s) of standards possibly required: *(if applicable)*

See the procurement documentation for further details. See the procurement documentation for further details.

III.2.4) Information about reserved contracts: *(if applicable)*

- The contract is restricted to sheltered workshops
- The execution of the contract is restricted to the framework of sheltered employment programmes

III.3) Conditions specific to services contracts:

III.3.1) Information about a particular profession:

Execution of the service is reserved to a particular profession: yes no
(if yes) Reference to the relevant law, regulation or administrative provision :

III.3.2) Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: yes no

Section IV : Procedure

IV.1) Type of procedure:

IV.1.1) Type of procedure:

- Open
- Restricted
- Accelerated restricted

Justification for the choice of accelerated procedure:

- Negotiated

Some candidates have already been selected (if appropriate under certain types of negotiated procedures) : yes no
(if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information)

- Accelerated negotiated

Justification for the choice of accelerated procedure:

- Competitive dialogue

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate: *(restricted and negotiated procedures, competitive dialogue)*

Envisaged number of operators:

or

Envisaged minimum number: and *(if applicable)* maximum number

Objective criteria for choosing the limited number of candidates:

IV.1.3) Reduction of the number of operators during the negotiation or dialogue: *(negotiated procedure, competitive dialogue)*

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated : yes no

IV.2) Award criteria

IV.2.1) Award criteria *(please tick the relevant box(es))*

- Lowest price

or

- The most economically advantageous tender in terms of

the criteria stated below *(the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)*

the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

Criteria	Weighting	Criteria	Weighting
1.		6.	
2.		7.	
3.		8.	
4.		9.	

Criteria	Weighting	Criteria	Weighting
5.		10.	

IV.2.2) Information about electronic auction

An electronic auction will be used yes no

(if yes, if appropriate) Additional information about electronic auction:

IV.3) Administrative information:

IV.3.1) File reference number attributed by the contracting authority: (if applicable)

IV.3.2) Previous publication(s) concerning the same contract:

yes no

(if yes)

Prior information notice Notice on a buyer profile

Notice number in the OJEU: [2015/S 087-157373](#) of: [06/05/2015](#) (dd/mm/yyyy)

Other previous publications(if applicable)

IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document: (in the case of a competitive dialogue)

Time limit for receipt of requests for documents or for accessing documents

Date: [19/08/2015](#) Time: [16:00](#)

Payable documents yes no

(if yes, give figures only) Price: Currency:

Terms and method of payment:

IV.3.4) Time limit for receipt of tenders or requests to participate:

Date: [19/08/2015](#) Time: [16:00](#)

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates: (if known, in the case of restricted and negotiated procedures, and competitive dialogue)

Date:

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up:

Any EU official language

Official EU language(s):

[EN](#)

Other:

IV.3.7) Minimum time frame during which the tenderer must maintain the tender:

until: :

or

Duration in months : or in days : 120 (from the date stated for receipt of tender)

IV.3.8) Conditions for opening of tenders:

Date : (dd/mm/yyyy) Time

(if applicable) Place:

Persons authorised to be present at the opening of tenders *(if applicable)* :

yes no

(if yes) Additional information about authorised persons and opening procedure:

Section VI: Complementary information

VI.1) Information about recurrence: *(if applicable)*

This is a recurrent procurement : yes no

(if yes) Estimated timing for further notices to be published:

VI.2) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds : yes no

(if yes) Reference to project(s) and/or programme(s):

VI.3) Additional information: *(if applicable)*

Applicants do not need to contact the Council to request to participate - simply register on our eTendering portal and the invitation to tender documents are available for download, at: <http://www.worcestershire.gov.uk/etendering/> the document is in the category "Miscellaneous". The tender documentation will be available through our eTendering portal on despatch of this contract notice and will remain available until the date and time specified in Section IV.3.3.

This is except for access to confidential information that will only be accessible once a non-disclosure agreement (available via the eTendering portal) has been signed and returned to the Council.

Please note that tender returns need to be addressed to:

Tender for Transformation of Human Resources and Finance Services

Director of Resources,
Worcestershire County Council,
County Hall,
Spetchley Road,
Worcester,
WR5 2NP.

Worcestershire County Council reserves the right to cancel this procurement at any stage and not to award the contract.

VI.4) Procedures for appeal:

VI.4.1) Body responsible for appeal procedures:

Official name: [Royal Courts of Justice](#)

Postal address:

Town: [London](#)

Postal code:

Country: [United Kingdom \(UK\)](#)

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

Body responsible for mediation procedures *(if applicable)*

Official name: [Royal Courts of Justice](#)

Postal address:

Town: London

Postal code:

Country: United Kingdom (UK)

Telephone:

E-mail:

Fax:

Internet address: (URL)

VI.4.2) Lodging of appeals: *(please fill in heading VI.4.2 or if need be, heading VI.4.3)*

Worcestershire County Council will enter into this Contract following a 10 calendar day standstill period starting on the day after the notification of the result. The Public Contracts Regulations 2015 (as amended)(The Regulations) provide for aggrieved Parties who have been harmed or who are at risk of harm by breach of The Regulations to bring proceedings in the Royal Courts of Justice. Any such proceedings must be brought within the limitation period specified by The Regulations according to the remedy sought.

VI.4.3) Service from which information about the lodging of appeals may be obtained:

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: (URL)

VI.5) Date of dispatch of this notice:

Annex A
Additional addresses and contact points

I) Addresses and contact points from which further information can be obtained

Official name: National ID: *(if known)*
Postal address:
Town: Postal code: Country:
Contact point(s): Telephone:
For the attention of:
E-mail: Fax:
Internet address: *(URL)*

II) Addresses and contact points from which specifications and additional documents can be obtained

Official name: National ID: *(if known)*
Postal address:
Town: Postal code: Country:
Contact point(s): Telephone:
For the attention of:
E-mail: Fax:
Internet address: *(URL)*

III) Addresses and contact points to which tenders/requests to participate must be sent

Official name: National ID: *(if known)*
Postal address:
Town: Postal code: Country:
Contact point(s): Telephone:
For the attention of:
E-mail: Fax:
Internet address: *(URL)*

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Official name [Please refer to Section II.2.1 Total Quantity or Scope](#) National ID (if known):
Postal address: [N/A](#)
Town [N/A](#) Postal code
Country [United Kingdom \(UK\)](#)

----- (Use Annex A Section IV as many times as needed) -----

Annex B
Information about lots

Title attributed to the contract by the contracting authority

Lot No : **Lot title :**

1) Short description:

2) Common procurement vocabulary (CPV):

Main vocabulary:

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT:

Currency:

or

Range: between : and:

Currency:

4) Indication about different date for duration of contract or starting/completion: (if applicable)

Duration in months : or in days : (from the award of the contract)

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

5) Additional information about lots:

Annex C1 – General procurement
Service categories referred to in Section II: Object of the contract
Directive 2004/18/EC

Category No [1]	Subject
1	Maintenance and repair services
2	Land transport services [2], including armoured car services, and courier services, except transport of mail
3	Air transport services of passengers and freight, except transport of mail
4	Transport of mail by land [3] and by air
5	Telecommunications services
6	Financial services: a) Insurances services b) Banking and investment services [4]
7	Computer and related services
8	Research and development services [5]
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services [6] and related services
12	Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services
Category No [7]	Subject
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services [8]
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services [9]
27	Other services

1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.

2 Except for rail transport services covered by category 18.

3 Except for rail transport services covered by category 18.

4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

- 5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.
- 6 Except arbitration and conciliation services.
- 7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.
- 8 Except employment contracts.
- 9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.