

**United Kingdom-Northwich: Systems support services**  
**OJ S 209/2017 31/10/2017**  
**Contract award notice**  
**Services**

**Legal Basis:**

Directive 2014/24/EU

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**Section I: Contracting authority**

**I.1. Name and addresses**

Official name: Weaver Vale Housing Trust

Town: Northwich

NUTS code: UK United Kingdom

Postal code: CW9 7LL

Country: United Kingdom

Contact person: Gary Hood

E-mail: [gary.hood@wvht.co.uk](mailto:gary.hood@wvht.co.uk)

Telephone: +44 1606813300

**Internet address(es):**

Main address: [www.wvht.co.uk](http://www.wvht.co.uk)

Address of the buyer profile: [www.wvht.co.uk](http://www.wvht.co.uk)

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

Body governed by public law

**I.5. Main activity**

Housing and community amenities

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**Section II: Object**

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

**II.1.1. Title**

Procurement of mobile working software.

Reference number: 419184-2016

**II.1.2. Main CPV code**

72253200 Systems support services

**II.1.3. Type of contract**

Services

**II.1.4. Short description**

Mobile working software.

**II.1.6. Information about lots**

This contract is divided into lots: no

**II.1.7. Total value of the procurement**

Value excluding VAT: 258 200,00 GBP

## **II.2. Description**

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

NUTS code: UKD North West (England)

Main site or place of performance: Gadbrook Point, Rudheath Way, Northwich, CW9 7LL.

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

Mobile working software.

### **II.2.5. Award criteria**

Quality criterion - Name: 4 / Weighting: 20

Price - Weighting: 30

### **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 IV: Procedure**

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### **IV.1. Description**

#### **IV.1.1. Type of procedure**

Award of a contract without prior publication of a call for competition in the Official Journal of the European Union in the cases listed below

- No tenders or no suitable tenders/requests to participate in response to open procedure

Explanation:

Due to the lack of suitable tenders in response to the open procedure, the negotiated procedure without prior publication was used to award this contract.

#### **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: yes

### **IV.2. Administrative information**

#### **IV.2.1. Previous publication concerning this procedure**

Notice number in the OJ S: [2017/S 108-217689](#)

#### **IV.2.8. Information about termination of dynamic purchasing system**

#### **IV.2.9. Information about termination of call for competition in the form of a prior information notice**

## **Section V: Award of contract**

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A contract/lot is awarded: yes

## **V.2. Award of contract**

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

05/10/2017

### **V.2.2. Information about tenders**

Number of tenders received: 4

The contract has been awarded to a group of economic operators: no

### **V.2.3. Name and address of the contractor**

Official name: Aareon UK Limited

National registration number: 03990481

Postal address: Building 500 Abbey Park, Stareton, Warwickshire

Town: Kenilworth

NUTS code: UKG West Midlands (England)

Postal code: CV8 2LY

Country: United Kingdom

Internet address: <https://www.aareon.co.uk/>

The contractor is an SME: no

### **V.2.4. Information on value of the contract/lot**

Initial estimated total value of the contract/lot: 133 575,00 GBP

Total value of the contract/lot: 258 200,00 GBP

### **V.2.5. Information about subcontracting**

## **Section VI: Complementary information**

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

Due to the lack of suitable tenders in response to an open procedure procurement, the negotiated procedure without prior publication was used to award this contract. None of the tenders received were fully compliant with the contracting authority's specification. The contracting authority asked tenderers to confirm whether they were able to deliver a fully compliant system. Only one tenderer was able to confirm this. The contracting authority therefore negotiated the contract with that tenderer on the basis of their initial tender, varied to provide a fully compliant solution to the contracting authority's requirements as set out in the original specification. The contract award notice referenced [2017/S 108-217689](#) and dispatched on 5.6.2017 suggested that this contract was awarded under the original tender procedure commenced by notice [2016/S 230-419184](#). This is not correct. As a result of the above, the contracting authority discontinued the original restrictive procedure and awarded the contract through the negotiated procedure without advertisement under Regulation 32(2) (a) under the Public Contract Regulations 2015 (Article 32(2)(a) of Directive 2004/18/EC of the European Parliament and of the Council). This notice also therefore corrects the notice referred [2017/S 108-217689](#) and dispatched on 5.6.2017.

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

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

Official name: N/A

Town: N/A

Country: United Kingdom

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

Precise information on deadline(s) for review procedures:

The Public Contracts Regulations 2015 (SI 2015 No 102) (as amended) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be started within 30 days beginning with the date when the aggrieved party first knew or ought to have known that grounds for starting the proceedings has arisen. The Court may extend the time limit for starting proceedings where the court considers that there is a good reason for doing so but not so as to permit proceedings to be started more than 3 months after that date. Where a contract has not been entered into, the Court may order the setting aside of the award decision or order the contracting authority to amend any documents and may award damages. If the contract has been entered into the Court may only award damages or, where the contract award procedures have not been followed correctly, declare the contract to be 'ineffective'.

**VI.5. Date of dispatch of this notice**

27/10/2017