

United Kingdom-Belfast: IT services: consulting, software development, Internet and support
OJ S 199/2014 16/10/2014

Contract notice
Services

Directive 2004/18/EC

Section I: Contracting authority

I.1. Name and addresses

Official name: Viridian Group Ltd

Postal address: Procurement Section, Greenwood House, 64 Newforge Lane

Town: Belfast

Postal code: BT9 5NF

Country: United Kingdom

For the attention of: Jim Clendinning, Service Delivery and Contracts Manager

E-mail: procurement@viridiangroup.co.uk

Telephone: +44 2890685051

Internet address(es):

General address of the contracting authority: <http://www.viridiangroup.co.uk>

Address of the buyer profile: <http://www.viridiangroup.co.uk>

Additional information can be obtained from:

the abovementioned address

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

the abovementioned address

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

I.2. Type of the contracting authority

Body governed by public law

I.3. Main activity

Other: Electricity Supply

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

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

Official name: Viridian Group Limited is the contracting authority for the purposes of this project and the procurement process. Viridian Group is procuring the contract on behalf of Power NI and Energia and their affiliated subsidiaries and trading entities (collectively the 'Participating Organisations') that are wholly owned by Viridian Group, Viridian Power and Energy Holdings Limited. Viridian Group reserves the right to allow any of the Participating Organisations to enter into the contract with the Supplier. Further information on the Participating Organisations is included in the Project Information Memorandum

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Section II: Object of the contract

II.1. Description

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

Billing Systems Level 3 Support and System Upgrades.

II.1.2. Type of contract and place of performance or delivery

Services

Service category No 7: Computer and related services

Main site or place of performance: Belfast, Northern Ireland, UK.

NUTS code UKN01 Belfast

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

The notice involves a public contract

II.1.4. Information about framework agreement

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

Provision of Level 3 Maintenance Support and the Upgrade of two Oracle based Customer Care Billing (CC&B) Systems operated by Viridian Group subsidiaries Energia and Power NI. The introduction of Smart Metering in the Republic of Ireland which is estimated to take place during 2018, may also necessitate an additional upgrades to the CC&B systems.

Applicants will be assessed in accordance with Part 4 of the Utilities Contracts Regulations 2006, as amended, and Part 9 of the European Communities (Award of Contracts by Utility Undertakings) Regulations 2007, as amended, on the basis of information provided in response to a pre-qualification questionnaire ('PQQ') copies of which are available on request by email to procurement@viridiangroup.co.uk Completed PQQs must be returned to Viridian at the address in section I.1 before the deadline specified in section IV.3.4 below.

II.1.6. CPV code(s)

72000000 IT services: consulting, software development, Internet and support, 72210000 Programming services of packaged software products, 72220000 Systems and technical consultancy services, 72230000 Custom software development services, 72240000 Systems analysis and programming services, 72250000 System and support services, 72260000 Software-related services, 48000000 Software package and information systems, 48100000 Industry specific software package, 48400000 Business transaction and personal business software package, 48600000 Database and operating software package, 48800000 Information systems and servers, 48900000 Miscellaneous software package and computer systems

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

The procurement is covered by the Government Procurement Agreement: yes

II.1.8. Lots

This contract is divided into lots: no

II.1.9. Information about variants

Variants will be accepted: no

II.2. Scope of the procurement

II.2.1. Total quantity or scope

Estimated value excluding VAT:

Range: between 5 550 000 and 14 600 000 GBP

II.2.2. Information about options

Options: yes

Description of options: An option to upgrade the Customer Care and Billing Systems for Smart Metering implementation in the Republic of Ireland, which it is envisaged will take place by 2018, may be commissioned by Viridian Group. In addition, Viridian may also extend the initial contract duration period of 60 months up to a contract duration of 120 months in total.

II.2.3. Information about renewals

This contract is subject to renewal: yes

Number of possible renewals: 1

In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:

in months: 60 (from the award of the contract)

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

Duration in months: 120 (from the award of the contract)

Section III: Legal, economic, financial and technical information

III.1. Conditions related to the contract

III.1.1. Deposits and guarantees required

Viridian's particular requirements will be set out in the Invitation to Negotiate documentation and may include, inter alia, performance bond(s) and/or parent-company guarantee(s) and/or other form(s) of security.

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

To be determined. The financing and payment arrangements will be set out in the Invitation to Negotiate documentation.

III.1.3. Legal form to be taken by the group of economic operators to whom the contract is to be awarded

Viridian's particular requirements are to be determined, but Viridian may require that any contract(s) awarded shall be entered into by a single legal entity on the part of the successful candidate(s).

III.1.4. Contract performance conditions

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

III.2. Conditions for participation

III.2.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

III.2.2. Economic and financial ability

List and brief description of conditions: Please see the PQQ and Project Information Memorandum.

Minimum level(s) of standards possibly required: In order to be invited to negotiate, candidates must be able to evidence a turnover of at least GBP 5 000 000 per annum for the last 3 financial years.

Bidders have the option to satisfy these minimum turnover requirements by reference to their parent company's turnover, provided that the parent company agrees to provide a Parent Company Guarantee in a form satisfactory to Viridian Group.

III.2.3. Technical and professional ability

List and brief description of conditions:

Please see the PQQ and Project Information Memorandum.

III.2.4. Information about reserved contracts

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: no

III.3.2. Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: no

Section IV: Procedure

IV.1. Type of procedure

IV.1.1. Type of procedure

Negotiated

Some candidates have already been selected (if appropriate under certain types of negotiated procedures) no

IV.1.2. Information about the limits on the number of candidates to be invited

Envisaged minimum number 3: and Maximum number 5

Objective criteria for choosing the limited number of candidates: Please see the PQQ and Project Information Memorandum.

IV.1.3. Information about reduction of the number of solutions or tenders during negotiation or dialogue

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated yes

IV.2. Award criteria

IV.2.1. Award criteria

The most economically advantageous tender in terms of Price is not the only award criterion and all criteria are stated only in the procurement documents

IV.2.2. Information about electronic auction

An electronic auction will be used: no

IV.3. Administrative information

IV.3.1. File reference number attributed by the contracting authority

VG14002

IV.3.2. Previous publication concerning this procedure

no

IV.3.3. Conditions for obtaining specifications and additional documents or descriptive document

Payable documents: no

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

17.11.2014 - 17:00

IV.3.5. Estimated date of dispatch of invitations to tender or to participate to selected candidates

4.12.2014

IV.3.6. Languages in which tenders or requests to participate may be submitted

English.

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

IV.3.8. Conditions for opening of tenders

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.2. Information about European Union funds

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

VI.3. Additional information

Viridian Group Limited is the contracting authority for the purposes of this project and the procurement process. Viridian Group is procuring the contract on behalf of Power NI and Energia and their affiliated subsidiaries and trading entities (collectively the 'Participating Organisations') that are wholly owned by Viridian Group, Viridian Power and Energy Holdings Limited. Viridian Group reserves the right to allow any of the Participating Organisations to enter into the contract with the Supplier.

Viridian and the Participating Organisations expressly reserve the rights:

- i) not to award any contract as a result of the procurement process commenced by publication of this notice;
 - ii) to make whatever changes it may see fit to the content and structure of the tendering competition;
 - iii) to award one or more contract(s) in relation to part only of the requirements covered by this notice;
 - iv) to award a contract(s) in stages;
- and in no circumstances will Viridian or any Participating Organisation be liable for any costs incurred by candidates.

VI.4. Procedures for review

VI.4.1. Review body

VI.4.2. Review procedure

Precise information on deadline(s) for review procedures: Viridian will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. Candidates which are unsuccessful shall be informed by Viridian as soon as possible after the decision has been made as to the reasons why the Candidate was unsuccessful. If an appeal regarding the award of the contract has not been successfully resolved, The Utilities Contracts Regulations 2006 and the European Communities (Award of Contracts by Utility Undertakings) Regulations 2007 provide for aggrieved parties who have

been harmed or are at risk of harm by breach of the rules to take action in the High Court (England, Wales, and Northern Ireland). Any such action must generally be brought within 3 months. If a declaration of ineffectiveness is sought, any such action must be brought within 30 days where Viridian has communicated the award of the contract and a summary of reasons to tenderers, or otherwise within 6 months of the contract being entered into. Where a contract has not been entered into, the Court may order the setting aside of the award decision or order Viridian to amend any documents and may award damages. If the contract has been entered into the Court may, depending on the circumstances, award damages, make a declaration of ineffectiveness, order Viridian to pay a fine, and/or order that the duration of the contract/s be shortened. The purpose of the standstill period referred to above is to allow the parties to apply to the Courts to set aside the award decision before the contract is entered into.

VI.4.3. Service from which information about the review procedure may be obtained

Official name: See section 1 Contracting authority for details of Viridian Group Ltd contacts

VI.5. Date of dispatch of this notice

14.10.2014