European Union
Publication of Supplement to the Official Journal of the European Union
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E-mail: ojs@publications.europa.eu  Info & on-line forms: http://simap.europa.eu

Contract notice – utilities
(Directive 2004/17/EC)

Section I: Contracting entity

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

Official name: Moyle Interconnector Limited
Postal address: 1st Floor, The Arena Building, 85 Ormeau Road
Town: Belfast
Postal code: BT7 1SH
Country: United Kingdom (UK)
Contact point(s):
Telephone: +44 2890437580
For the attention of: Mick McGuckin
E-mail: Fax: +44 2890459673

Internet address(es): (if applicable)
General address of the contracting entity: (URL) http://www.mutual-energy.com
Address of the buyer profile: (URL)
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 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) Main activity

☐ Production, transport and distribution of gas and heat ☐ Postal services
☐ Electricity ☐ Railway services
☐ Exploration and extraction of gas and oil ☐ Urban railway, tramway, trolleybus or bus services
☐ Exploration and extraction of coal and other solid fuels ☐ Port-related activities
☐ Water ☐ Airport-related activities
☐ Other:

I.3) Contract award on behalf of other contracting entities
The contracting entity is purchasing on behalf of other contracting entities:

- [ ] 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 entity:
Contract for Seabed Repair to Moyle Interconnector cable

II.1.2) Type of contract and location of works:

- Execution
- Design and execution
- Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities

○ Works
○ Supplies
○ Services

Service category No: 1

Please see Annex C1 for service categories

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

NUTS code:

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

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: number of participants to the framework agreement envisaged

Duration of the framework agreement

Duration in years: or in months:

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: and: Currency:

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

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

Moyle Interconnector Limited (Moyle), a subsidiary of Mutual Energy Limited, owns and operates the Moyle Interconnector which links the electricity networks of Northern Ireland and Scotland, and facilitates the trade of electricity between Scotland and Northern Ireland.

The Moyle Interconnector has an installed capacity of 500MW. This is achieved by dual monopole operation of two 250MW, 250kV, HVDC cable links attached to line commutated converter stations. The Moyle Interconnector physically links the HV transmission networks in Scotland and Northern Ireland and is used by
System Operators on either side to support the respective operation of their high voltage transmission networks. Commercially, it facilitates trading of wholesale electricity between the respective markets which brings material economic benefit to customers in both countries.

The Moyle Interconnector is currently operating at half capacity due to a number of recurring faults in the cable system. The faults are all associated with the polyethylene layer applied to insulate the integrated return conductor within the cable build, the original cables being a novel co-axial, integrated return conductor design. The contract involves the repair of the polyethylene layer of a subsea power cable which is part of the Moyle Interconnector. Moyle requires a marine spread proposal to facilitate the seabed repair of the North Cable of the Moyle Interconnector. The fault has been pinpointed by Moyle and is located around 2.5km from the Scottish shore in 28m water depth. A suitable vessel and diver spread is required to prepare the seabed around the cable for the repair, carry out the repair on the cable and reinstate the seabed. The technology (including the habitat) needed to carry out repairs has been developed by Moyle and all repair materials and repair training will be provided by Moyle.

Interested parties should note that the project for the seabed repair is business-critical and is driven by the need to complete the repair preferably before the end of October 2014. Accordingly, Moyle is intending to run the procurement process for the project using the negotiated procedure and utilising the minimum time-limits for the various stages of the procurement process as laid down in the Utilities Contracts Regulations 2006. The attention of interested parties is drawn to the indicative time-table set out in the Project Information Memorandum. Only those parties who are able to demonstrate that they can abide by the timescales laid down in the indicative time-table, and who would be in a position to enter into a contract for the seabed repair by the start of August 2014, targeting completion before the end of October 2014, should respond to the Pre-Qualification Questionnaire.

II.1.6) Common procurement vocabulary (CPV) :

| Main object | 50240000 |
| Additional object(s) | 98363000 |
| | 45244000 |
| | 34513350 |
| | 60651100 |
| | 50116100 |

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)

Moyle is seeking a contractor to carry out a seabed repair of the North Cable of the Moyle Interconnector. The estimated value of the contract is between £1million and £2million GBP. It is envisaged that contract award
will take place at the start of August 2014. Moyle anticipates that the contract will be completed by the end of October 2014.

(if applicable, give figures only)
Estimated value excluding VAT :  _____  Currency :
or
Range: between : 1000000.00 : and : 2000000.00 :  Currency : GBP

II.2.2) Information about options : (if applicable)
Options :  ○ yes  ☐ no
(if yes) Description of these options :

(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 :  _____  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)*
Moyle reserves the right to require deposits, guarantees, bonds and other forms of appropriate security.

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:
As set out in the contract documents which will be issued with the Invitation to Negotiate.

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded: *(if applicable)*
Moyle reserves the right to require groupings of contractors to take a particular legal form or to require a single contractor to take primary liability or to require that each party undertakes joint and several liability.

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:*
Contract performance conditions may relate to environmental considerations.

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:
In accordance with Regulations 23 to 27 of the Utilities Contracts Regulations 2006 and as set out in the pre-qualification questionnaire available from the address in section I.1.

III.2.2) Economic and financial ability:
Information and formalities necessary for evaluating if the requirements are met:
In accordance with Regulation 27 of the Utilities Contracts Regulations 2006 and as set out in the pre-qualification questionnaire (PQQ) available from the address in section I.1. Please refer to the PQQ documentation for details of types and minimum levels of insurances required. Moyle requires the satisfaction of a minimum turnover test. Accordingly, to qualify for shortlisting, Bidders’ turnover must have exceeded £10,000,000 (ten million pounds) (or equivalent sum in a foreign currency) in each of the last 3 (three) financial years. Where the Bidder is a joint venture or consortium, the collective annual turnover of the Bidder must have exceeded £10,000,000 (ten million pounds) (or equivalent sum in a foreign currency) in each of the last 3 (three) financial years and the annual turnover of
at least one member of the consortium or joint venture must have exceeded £6,000,000 (six million pounds) (or equivalent sum in a foreign currency) in each of the last 3 (three) financial years.

III.2.3) Technical capacity:
Information and formalities necessary for evaluating if the requirements are met:
In accordance with Regulation 27 of the Utilities Contracts Regulations 2006 and as set out in the pre-qualification questionnaire available from the address in section I.1.

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
- 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)

IV.2) Award criteria

IV.2.1) Award criteria  (please tick the relevant box(es))
- Lowest price
- 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

<table>
<thead>
<tr>
<th>Criteria</th>
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<tbody>
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</tbody>
</table>

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 entity:  (if applicable)

IV.3.2) Previous publication(s) concerning the same contract:
- yes ☐ no
(if yes)
- Periodic indicative notice
- Notice on a buyer profile
Notice number in the OJEU: of:  (dd/mm/yyyy)
☐ Other previous publications(if applicable)

IV.3.3) Conditions for obtaining specifications and additional documents:
Date:  
Time:  

Payable documents  ○ yes  ☒ no  
(if yes, give figures only) Price:  
Price:  

Terms and method of payment:  

IV.3.4) Time limit for receipt of tenders or requests to participate:  
(if known, in the case of restricted and negotiated procedures, and competitive dialogue)  
Date:  26/06/2014  (dd/mm/yyyy)  Time:  12:00  

IV.3.5) Language(s) in which tenders or requests to participate may be drawn up:  
○ Any EU official language  
☒ Official EU language(s):  
    EN  
☐ Other:  

IV.3.6) Minimum time frame during which the tenderer must maintain the tender:  
until:  
or  
Duration in months:  or in days:  
(from the date stated for receipt of tender)  

IV.3.7) Conditions for opening of tenders:  
Date:  
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) Estimated timing for further notices to be published:

VI.3) Additional information:  (if applicable)
Moyle is running this procurement process in accordance with the minimum time-limits permitted by the Utilities Contracts Regulations 2006. Moyle envisages contract award and contract commencement by the start of August 2014. Interested parties should note that the services required under the contract are business-critical and must be carried out as soon as possible following appointment of the preferred contractor. The attention of interested parties is drawn to the indicative time-table set out in the Project Information Memorandum. Only those parties who are able to demonstrate that they can abide by the timescales laid down in the indicative time-table, and who would be in a position to enter into a contract for the seabed repair by the start of August 2014, targeting completion before the end of October 2014, should respond to the Pre-Qualification Questionnaire. Once the contractor is appointed, the contractor's divers will be trained by Moyle in the application of a habitat developed by Moyle and the subsequent repair to the cable in situ on the ocean floor. Variants will only be accepted when agreed in advance with Moyle. The PQQ and Memorandum of Information are available upon request from the following email address: seabedrepair@pinsentmasons.com. When requesting the PQQ and Memorandum of Information, Bidders must supply a contact email address. Moyle accepts no liability in respect of any loss incurred as a result of a Bidder's failure to supply a contact email address. Expressions of interest must be by way of completion and return of the PQQ by the date and time specified in section IV.3.4. It is anticipated that the Invitation to Negotiate will be sent to short-listed Bidders on or around 1 July 2014. PQQ responses must be submitted to the following email address: seabedrepair@pinsentmasons.com. All risk on submission of PQQ Responses rests on the Bidders and therefore as proof that PQQ Responses are received by the deadline, Bidders should request a receipt from seabedrepair@pinsentmasons.com at the time of submitting their PQQ Responses.

VI.4) Procedures for appeal:

VI.4.1) Body responsible for appeal procedures:
Official name:  High Court of Justice (Northern Ireland)
Postal address: Royal Courts of Justice, Chichester Street
Town: Belfast  Postal code: BT1 3JF  Country: United Kingdom (UK)
Telephone: +44 2890235111  E-mail: seabedrepair@pinsentmasons.com  Fax: +44 2890313508
Internet address: (URL)
Body responsible for mediation procedures  *(if applicable)*

Official name: 
Postal address: 
Town: 
Postal code: 
Country: 
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)*
Appeals may be lodged in accordance with the Utilities Contracts Regulations 2006

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:
10/06/2014 *(dd/mm/yyyy)* - ID:2014-075793
Annex A
Additional addresses and contact points

I) Addresses and contact points from which further information can be obtained
Official name: Pinsent Masons Belfast National ID: (if known)
Postal address: The Soloist, 1 Lanyon Place
Town: Belfast Postal code: BT1 3LP Country: United Kingdom (UK)
Contact point(s): Telephone:
For the attention of: Mick McGuckin
E-mail: seabedrepair@pinsentmasons.com Fax:
Internet address: (URL) www.pinsentmasons.com

II) Addresses and contact points from which specifications and additional documents can be obtained
Official name: Pinsent Masons Belfast National ID: (if known)
Postal address: The Soloist, 1 Lanyon Place
Town: Belfast Postal code: BT1 3LP Country: United Kingdom (UK)
Contact point(s): Telephone:
For the attention of: Mick McGuckin
E-mail: seabedrepair@pinsentmasons.com Fax:
Internet address: (URL) www.pinsentmasons.com

III) Addresses and contact points to which tenders/requests to participate must be sent
Official name: Pinsent Masons Belfast National ID: (if known)
Postal address: The Soloist, 1 Lanyon Place
Town: Belfast Postal code: BT1 3LP Country: United Kingdom (UK)
Contact point(s): Telephone:
For the attention of: Mick McGuckin
E-mail: seabedrepair@pinsentmasons.com Fax:
Internet address: (URL) www.pinsentmasons.com

IV) Address of the other contracting entity on behalf of which the contracting entity is purchasing
Official name National ID (if known):
Postal address:
Town Postal code
Country
------------------------ (Use Annex A Section IV as many times as needed) ------------------------
Annex B
Information about lots

Title attributed to the contract by the contracting entity
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 C2 – Utilities

**Service categories referred to in Section II: Object of the contract**

**Directive 2004/17/EC**

<table>
<thead>
<tr>
<th>Category No</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance and repair services</td>
</tr>
<tr>
<td>2</td>
<td>Land transport services [2], including armoured car services, and courier services, except transport of mail</td>
</tr>
<tr>
<td>3</td>
<td>Air transport services of passengers and freight, except transport of mail</td>
</tr>
<tr>
<td>4</td>
<td>Transport of mail by land [3] and by air</td>
</tr>
<tr>
<td>5</td>
<td>Telecommunications services</td>
</tr>
<tr>
<td>6</td>
<td>Financial services: a) Insurances services b)Banking and investment services [4]</td>
</tr>
<tr>
<td>7</td>
<td>Computer and related services</td>
</tr>
<tr>
<td>8</td>
<td>Research and development services [5]</td>
</tr>
<tr>
<td>9</td>
<td>Accounting, auditing and bookkeeping services</td>
</tr>
<tr>
<td>10</td>
<td>Market research and public opinion polling services</td>
</tr>
<tr>
<td>11</td>
<td>Management consulting services [6] and related services</td>
</tr>
<tr>
<td>12</td>
<td>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</td>
</tr>
<tr>
<td>13</td>
<td>Advertising services</td>
</tr>
<tr>
<td>14</td>
<td>Building-cleaning services and property management services</td>
</tr>
<tr>
<td>15</td>
<td>Publishing and printing services on a fee or contract basis</td>
</tr>
<tr>
<td>16</td>
<td>Sewage and refuse disposal services; sanitation and similar services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category No</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Hotel and restaurant services</td>
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<tr>
<td>18</td>
<td>Rail transport services</td>
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<tr>
<td>19</td>
<td>Water transport services</td>
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<td>20</td>
<td>Supporting and auxiliary transport services</td>
</tr>
<tr>
<td>21</td>
<td>Legal services</td>
</tr>
<tr>
<td>22</td>
<td>Personnel placement and supply services [8]</td>
</tr>
<tr>
<td>23</td>
<td>Investigation and security services, except armoured car services</td>
</tr>
<tr>
<td>24</td>
<td>Education and vocational education services</td>
</tr>
<tr>
<td>25</td>
<td>Health and social services</td>
</tr>
<tr>
<td>26</td>
<td>Recreational, cultural and sporting services [9]</td>
</tr>
<tr>
<td>27</td>
<td>Other services</td>
</tr>
</tbody>
</table>

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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 IIIB 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.