



# CELTIC SEA POWER

## NERTHMORKELTEK

### FLOWmark digital app

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## 1 Introduction

Celtic Sea Power Limited (CSP) are a 100% subsidiary of Cornwall Council. CSP's purpose is to maximise the once-in-a-lifetime economic opportunity that the Celtic Sea Floating Offshore Wind (FLOW) initiative Industry represents, with a potential GVA benefit as high as £1.96bn. The pipeline of FLOW projects in the Celtic Sea is now one of the three largest in the world. The associated total investment, of over £100Bn, represents the single largest economic development opportunity in the Celtic Sea region for decades. In order to maximise the benefits of this opportunity to Cornwall, we are considering the overall benefit to the Celtic Sea Region

To help us deliver our objectives we are a delivery partner in the Shared Prosperity Funded Future is Green project.

During 2024, Celtic Sea Power Limited created the concept of building a digital application to allow individuals and career guidance practitioners to explore career pathway options in their locality. It is based around the idea of showing pathways into occupations which are likely to be in greater demand in Cornwall due to the growth of industry in the area in preparation and servicing of offshore wind farms in the Celtic Sea. The intention is that the tool be expandable to other occupations and other geographical areas within the UK.

Celtic Sea Power Limited are looking for a suitably experienced contractor to help us develop a user-friendly software product which meets this brief.

## 2 Technical Brief and scope of work

To develop a first build of a career mapping software tool focused on 16-19 year olds, meeting the requirements set out in the Technical Brief (which is available under separate cover, subject to completing a Non-Disclosure Agreement)

The key areas of work which need to be completed for the product to be a success are;

### Data, Analytics and AI

- Data sources
- Data Processing
- Application Algorithm Development

### Design

- Brand Development.
- User Experience (UX) Research.
- User Interface (UI) Design.

### Product Implementation

- Platforms
- Features
- Testing





## Hosting and Support

### Project Meetings

- Attendance at one kick off meeting at the Celtic Sea Power Office in Hayle.
- Project progress meetings at least once every two weeks via MS Teams.
- Product delivery meeting and demonstration at the Celtic Sea Power Office in Hayle, on Friday 14<sup>th</sup> March 2025.

## 3 Contracting and budget

### 3.1 Contract

The contract will commence on 13th January 2025. The full product will need to be delivered, invoiced and paid for by 31<sup>st</sup> March 2025. Please note these dates are subject to confirmation and may change.

It is intended to engage the successful tenderer using CSP's Service Agreement. A template is appended to this ITT as enclosure 1.

CSP cannot accept any material changes to the terms and conditions of contract post award. Any contract clarifications must be dealt with during the tender process and should be submitted before the deadline for clarifications as specified in section 6.

### 3.2 Intellectual Property

The project is likely to involve the following intellectual property rights ("**IPR**")

#### 3.2.1 Background IPR

Any and all IPRs owned by or licensed to the Tenderer which are or have been developed independently must be clearly identified as part of your submission.

#### 3.2.2 Third Party Software

The Tenderer may use software (including any open-source software) which is proprietary to any third party and that is either licensed to or is used by the Tenderer in the development of the project. However, the Tenderer must detail what third party software it intends to use and shall procure the necessary licences for Celtic Sea Power's use. In the case of open-source software, the Tenderer wishes to use in the project, the Tenderer must ensure that it does not include any open-source software that contains a "copyleft" provision and shall include full details of the licence terms for such open-source software. Costs of any licences are required to be listed separately, and the cost of Year 1 licences shall be included in your price; Year 2 and Year 3 costs must be detailed separately and shall not form part of the costs of this submission.

#### 3.2.3 Project IPR

This is to be assigned to Celtic Sea Power Ltd in accordance with the Deed Of Assignment of IPR at enclosure 2.





### 3.3 Budget and Price

This work should be delivered for a fixed price, with payment schedule to be agreed at contract. The budget for this work is **not to exceed £40,000 (excluding VAT)** and should include all work, attendance at meetings, third party-software costs, travel and expenses.

### 3.3 Confidentiality

All information supplied to you by CSP, including this ITT, and all other documents relating to this procurement process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or Subcontractors strictly for the purposes only of helping you to participate in this procurement process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

You shall not disclose, copy, or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any Contract unless the Client has given express written consent to the relevant communication.

This ITT and its accompanying documents shall remain the property of CSP and must be returned on demand.

CSP reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with CSP. CSP further reserves the right to publish the Contract once awarded and/or disclose information in connection with Contractor performance under the Contract in accordance with any public-sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by CSP in accordance with such rights reserved by it under this paragraph.

It should be noted that the Technical Brief is subject to standalone Non-Disclosure Agreement.

## 4 Tender submission requirements

All tenderers are to include the following in their submissions.

### 4.1 Non-Disclosure Agreement (NDA)

The technical brief for this contract is subject to NDA. Tenderers wishing to bid must;

- Complete and sign the NDA included as enclosure 3.
- Return to [tenders@celticseapower.co.uk](mailto:tenders@celticseapower.co.uk) as soon as possible, including a return email address.





- Celtic Sea Power will make reasonable endeavors to issue the technical brief within one working day of receipt of the NDA.
- Bidders should take into consideration the deadline for clarification requests.

#### 4.2 Covering letter to include:

- a. Contact name for further correspondence.
- b. Confirmation that the tenderer has the resources available to meet the requirements outlined in this ITT and its timelines.
- c. Confirmation that the tenderer accepts the Terms and Conditions of the services agreement including, if relevant, any CSP clarifications issued during the tender process.
- d. Confirmation that the tenderer will be able to meet the Corporate Requirements to include confirmation that Equality and Diversity, Environmental and Data Protection policies are in place and, if successful, supporting documentation will be provided as evidence.
- e. Confirmation that the tenderer holds current valid insurance policies and, if successful, supporting documentation will be provided as evidence. Section 6.2
- f. Conflict of interest statement in accordance with Section 6.3.9 – Corporate Requirements – Conflicts of interest.

#### 4.3 Proposal

Please provide a proposal using clear, non-specialist language detailing how you will meet the Scope of Work detailed in Section 2. This should include, but not necessarily be limited to, the following.

- A clear statement that the technical elements of the brief can be met in full by the 14<sup>th</sup> March 2025. If they cannot be met in full, then an explanation of why not and what alternatives you would use. (Max 1-page A4)
- The proposed schedule of work, including a Project plan, which demonstrates and provides confidence in your approach to delivery within the timeframe. (Max 2-pages A4)
- Your approach to the design and useability of the product, taking into account the user group. How does it meet the required user experience as described in the technical brief. (Max 4-pages A4)
- Examples of two similar projects your company has delivered which provide confidence in your ability to deliver against the technical brief. (Max 1-page per example)
- List of key personnel and summary of experience showing how the proposed individuals have the necessary skills and expertise to meet the requirements of this project. (Max 0.5-pages per person)
- Hourly and daily rates ex VAT, for proposed staff for additional work (not scored).





#### 4.4 Price and Budget

Please provide a fixed price quote exclusive of VAT. This should not exceed £40,000 (excluding VAT), but *including* all work, attendance at meetings, travel and expenses.

### 5 ITT Response Timeline

The timetable for responses to this ITT are set out below:

Milestone	Date	Time
ITT Published	10/12/2024	
Deadline for clarification requests	18/12/2024	12:00
Clarifications posted by	20/12/2024	12:00
Deadline for Submission	06/01/2025	17:00
ITT Appraisal Complete	10/01/2025	17:00
Contract Award	13/01/2025	17:00

Table 1 - ITT Timelines

#### 5.1 ITT clarifications

Any clarification queries arising from this ITT which may have a bearing on the offer should be raised by email to: [Tenders@celticseapower.co.uk](mailto:Tenders@celticseapower.co.uk) in accordance with the Timetable above. CSP will endeavour to answer queries submitted before 20/12/2024 in a timely manner and would encourage bidders to request clarifications as they arise. Clarifications will be anonymised and posted as a document on Contracts Finder in accordance with the table above.

No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, contract, or other tender documents or as to any other matter or thing to be done under the proposed contract shall bind CSP unless such representation is in writing and duly signed by a Director/Partner of the tenderer. All such correspondence shall be returned with the Tender Documents and shall form part of the contract.

### 6 Corporate Requirements

#### 6.1 Introduction

CSP wishes to ensure that its contractors, suppliers, and advisers comply with its corporate requirements when facilitating the delivery of its services. It is therefore necessary to ensure that the tenderer can evidence their ability to meet these requirements when providing the services under this commission.

All Tender returns must include evidence of the following as pre-requisite if the Tender return is to be considered.



## 6.2 Indemnity and Insurance

The contractor must affect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the contractor's obligations and liabilities under this contract, including but not limited to:

- i. Employers' liability insurance with a limit of liability of not less than £2,000,000 (two million pounds).
- ii. Third party liability insurance for any incident or series of incidents with cover of not less than £2,000,000 (two million pounds) for each and every claim.
- iii. Professional indemnity insurance with cover of not less than £1,000,000 (one million pounds) for each and every claim.

All insurances shall cover for any one occurrence or series of occurrences arising out of any one event during the performance of this contract. The tenderer will be required to provide a copy of their insurance policies if successful in securing this contract.

## 6.3 Corporate Requirements

### 6.3.1 Equality and Diversity

CSP is committed to providing services in a way that promotes equality of opportunity. It is expected that the successful tenderer will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. The tenderer will be required to provide a copy of their Equality and Diversity Policies/Practices if successful in securing this contract.

### 6.3.2 Environmental Policy

CSP is committed to sustainable development and the promotion of good environmental management. It is expected that the successful tenderer will be committed to a process of improvement with regard to environmental issues. The tenderer will be required to provide a copy of their Environmental Policies/Practices if successful in securing this contract.

### 6.3.3 Data Protection

The contractor will comply with its obligations under Data Protection Legislation (DPL), being the UK Data Protection Legislation and the General Data Protection Regulation (GDPR) and any other directly applicable European Union legislation relating to privacy. The tenderer will be required to provide a copy of their Data Protection policy and privacy statement if successful in securing this contract.

### 6.3.4 Freedom of Information

CSP Ltd may be obliged to disclose information provided by bidders in response to this tender under the Freedom of Information Act 2000 and all subordinate legislation made under this Act and the Environmental Information Regulations 2004 (Freedom of Information Legislation). Tenderers should therefore be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. CSP will proceed on the basis of disclosure unless an appropriate





exemption applies. Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.

#### 6.3.5 Prevention of Bribery

Tenderers are hereby notified that CSP is subject to the regulations of the Bribery Act 2010 and therefore has a duty to ensure that all tenderers will comply with applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including, but not limited to, this legislation.

#### 6.3.6 Health and Safety

The Consultant must at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements.

#### 6.3.7 Exclusion

CSP shall exclude the tenderer from participation in this procurement procedure where they have established or are otherwise aware that the organisation, to include administrative, management or supervisory staff that have powers of representation, decision, or control of the applicant's company, has been the subject of a conviction by final judgment of one of the following reasons:

- Participation in a criminal organisation
- Corruption
- Fraud
- Terrorist offences or offences linked to terrorist activities
- Money laundering or terrorist financing
- Child labour and other forms of trafficking in human beings

#### 6.3.8 Sub-Contracting

Tenderers should note that the successful bidder may sub-contract aspects of this commission provided;

- This is limited to those organisations listed within the proposal (In line with section 4.2.1)
- The main contracting party must warrant that all subcontractors will be under written agreements that will contain the same terms as the agreement with CSP.

Full details are included in the Service Agreement.

#### 6.3.9 Conflicts of Interest

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, please confirm within your tender submission whether, to the best of your knowledge, there is any conflict of interest between your organisation and CSP or its programme team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic, or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.



### 6.3.10 Branding and Publicity

Successful Tenderers shall ensure that in every instance of publicity, PR, publication, presentation or similar, in relation to the Services provided CSP publicity and branding guidelines should be followed and approval sought from CSP main contact before publication.

## 7 Tender Evaluation Methodology

Each Tender will be checked for completeness and compliance with all requirements of the ITT. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria. Tender returns will be assessed based on the following tender award criteria:

<b>Covering Letter Ref 4.2</b>	
Acceptable covering letter including confirmation of the requirements detailed at 6. Corporate Requirements	Pass/ Fail
<b>Proposal – Quality Ref 4.3</b>	80
Can you meet the technical elements of the specification in full? If you can only meet it in part, please provided further explanation.	10
Schedule of work demonstrating your approach to delivery within our required timeframe.	10
Approach to the design and usability of the product.	40
Examples of two similar projects which you have delivered.	10
Key personnel committed to the project.	10
<b>Price Ref 4.4</b>	20
Lowest bid receives maximum points. Other bids are scored as follows; Score = maximum points x (lowest bid/ bid)	20

Table 2 - Tender Award Criteria



## 7.1 Assessment of the Tender

The reviewer will award the marks depending upon their assessment of the applicant's tender submission using the following scoring to assess the response:

Scoring Matrix for Award Criteria		
Score	Judgement	Interpretation
100%	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.
80%	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.
60%	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response.
40%	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
20%	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
0%	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

Table 3 - Scoring Matrix

During the ITT response assessment period, CSP reserves the right to seek clarification in writing from the responders, to assist it in its consideration of the response. Responses will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria weightings in the table above.





CSP is not bound to accept the lowest price or any proposal. CSP will not reimburse any expense incurred in preparing ITT responses. Any contract award will be conditional on the Contract being approved in accordance with CSP's internal procedures and CSP being able to proceed.

## 8 Tender returns

Please submit a response to this ITT by 17:00 on 06/01/2025.

Please send by email to [Tenders@celticseapower.co.uk](mailto:Tenders@celticseapower.co.uk) with the following wording in the subject box: "ITT Response - Strictly Confidential. FLOWmark digital app"

Tenderers are advised to request an acknowledgement of receipt when submitting by email.

## 9 Disclaimer

The issue of this documentation does not commit CSP to award any contract pursuant to the tender process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between CSP or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement, or representation between CSP and any other party (save for a formal award of contract made in writing by or on behalf of CSP).

Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to the tenderers by CSP, or any information contained in CSP publications is supplied only for general guidance in the preparation of the tender response. Tenderers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by CSP for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

CSP reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any time) under any circumstances will not render CSP liable for any costs or expenses incurred by tenderers during the procurement process.

CSP reserve the right to award more than one contract, with tender evaluation ranking from highest to lowest deciding which proposals are contracted

## 10 Table of Enclosures

1	Service Agreement
2	Deed of Assignment - IPR
3	Non-Disclosure Agreement

