



CELTICSEAPOWER
NERTHMORKELTEK

Invitation to Tender – Digital Aerial Surveys to support bird and marine mammal distribution and density modelling in the UK Celtic Sea area

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1 Introduction

Wave Hub Development Services Ltd, trading as Celtic Sea Power (CSP) are a 100% subsidiary of Cornwall Council. As part of an ERDF-funded project, we require suitably competent service providers to deliver Digital Aerial Surveys (DAS) to support bird and marine mammal density and distribution modelling in the UK Celtic Sea area. The activity will support strategic considerations for Floating Offshore Wind (FLOW) in the Celtic Sea. A brief general project description is provided below:

The Cornwall FLOW Accelerator (CFA) project is a collaborative project including Wave Hub Development Services Development Ltd (WHDS project lead), University of Exeter (UoE), University of Plymouth (UoP) and the Offshore Renewable Catapult (OREC). It aims to develop tools, knowledge and data which accelerate the Celtic Sea FLOW opportunity and lay significant groundwork with respect to developing pipeline at both a FLOW project and supply chain level. The project is part funded by the European Regional Development Fund (ERDF)

Celtic Sea Power (CSP) has worked with Natural England, Natural Resources Wales, the JNCC and the RSPB to determine a suitable survey methodology for the proposed DAS that can feed into a regional characterization approach for the area. CSP also have an ambition to combine data and evidence from this proposed survey with other relevant data sets from the remaining Celtic Sea area. This will maximize spatial and temporal data coverage for relevant species that can feed into both Regional and National density and distribution modelling activities. This will also enable a more strategic view to be taken of the key potential species interactions in the area, geographically relevant potential development risks and the pre-empting of additional data and evidence that may be required in the future to support the assessment of FLOW.

2 Scope of Work

2.1 General Requirements and timeline

Digital Aerial Surveys are required to provide relevant data and evidence that will be fed back into the creation of a regional bird and marine mammal density and distribution model for the target area (2.3). Key engagement with relevant stakeholders has been completed to gain agreement on the required methodology to support a regional characterisation approach.

Surveys will need to be complete with final report(s) and all survey footage provided by **June 2023**.

A fixed price is required to undertake and complete this activity

For the avoidance of doubt, the contract shall be for the delivery of survey data. The contractor shall remain fully responsible for all airborne and operational activities.

2.2 Survey design requirements

- The Digital Aerial Survey design will need to provide a minimum of **5% of** the target area coverage.



- The Transect orientation has been agreed at South East(SE)/North West (NW) with Natural England and Natural Resources Wales as it is expected to run perpendicular to likely flight lines of important populations of breeding birds (e.g. Manx shearwater) whilst also possibly intersecting environmental gradients (e.g. thermal fronts). However, we would also ask tenderers to provide supporting information to help justify this aspect of the survey design as part of any submitted tender documentation.
- No buffer to the prescribed target area will be required.
- The tenderer will be responsible for meeting all required permissions and consents.
- Flight height data will not be required at this time.
- Seasonal coverage is expected.
- Processing of survey data and provision of survey report.

2.3 CSP target area

Target area details have been provided with this tender in GIS shapefile format with co-ordinates and other formats available on request. A fixed budget only is available, and we therefore request that tenderers start their survey design at the eastern target area boundary between Cornwall and Wales before progressing West as budgets allow. Maximum coverage is expected for Zone A as the priority, spreading West across Zone B as budget allows. The smaller separate Zone C target area off the south coast of Cornwall and Devon should form the last priority for target areas as budget allows.

The area coverage achievable in presented survey designs will form a key aspect of the tender scoring process as we seek to maximise spatial coverage to support the regional characterisation approach. Data quality will however also be critical to ensure the DAS support the creation of a valid evidence base.

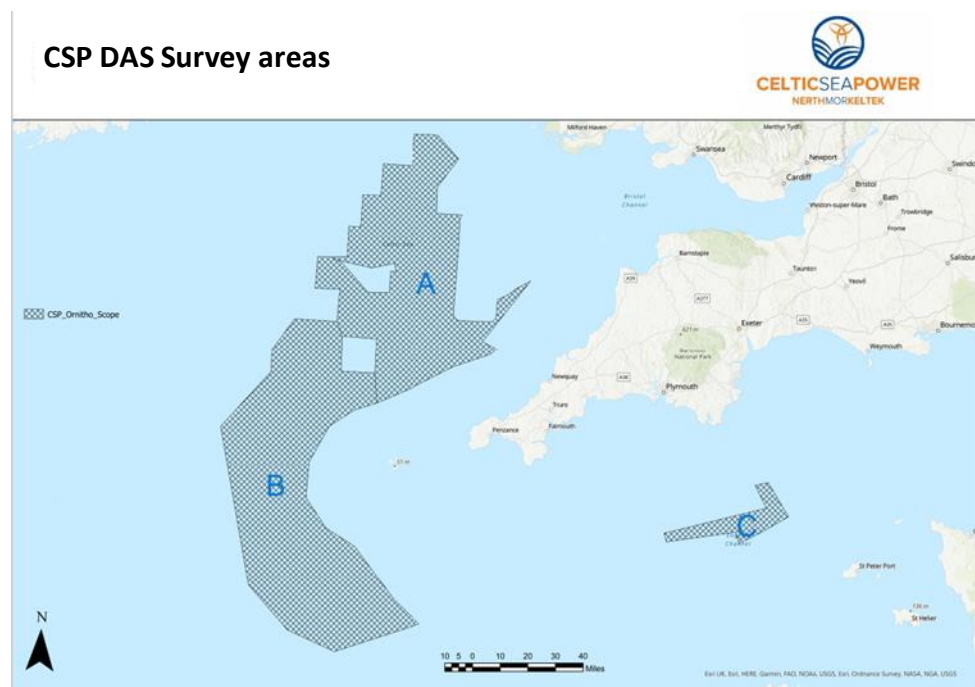


Figure 1 CSP DAS survey area for birds and marine mammals



3 Development Plan

The delivery of the DAS surveys campaign should be staged according to this plan, or one with more milestones incorporating these:

1. For the first delivery, a final survey design should be presented and include projected flight times over the year.
2. For the second delivery, an interim progress report should be provided at the mid stage of the survey delivery identifying initial key findings and remaining project delivery risks.
3. For the final delivery, the final project report and accompanying data should be presented with original survey footage made available.

It is anticipated that step (1) will complete during July 2022, step (2) January 2023, and step (3) by end-June 2023 at the latest.

3.1 Meetings

The following project meetings are envisaged and should be included in the costings.

Meeting	Location or Remote Methods	Duration
Kick off/ Project Inception Meeting	MS Teams or similar	2 Hours
Final DAS survey design – first delivery	MS Teams or similar	2 hours
Interim progress report meeting – second delivery	MS Teams or similar	2 hours
Final Delivery meeting – third delivery	MS Teams or similar	2 hours
Up to 3 additional Ad Hoc meetings as needed	MS Teams or similar	1 hours per meeting

4 Contracting and budget

4.1 Contract

It is intended to engage the successful tenderer using CSP's standard agreement for consultancy services. A template is appended to this ITT as appendix 1.

Celtic Sea Power 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.

4.2 Budget & Price

The maximum available budget to complete the scope of work is **£170,000 excluding VAT** for all elements of work identified within this ITT.

Tenderers are to provide;



- a fixed price not to exceed £170,000 to complete the Scope of Work (section 2) in line with the development plan (section 3). This should **include** all assumptions relating to travel, subsistence and expenses associated with the delivery of the scope but **exclude** VAT.
- The survey coverage area in km² that will be delivered for the fixed price proposed.

4.3 Confidentiality

All information supplied to you by Celtic Sea Power, 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 Celtic Sea Power and must be returned on demand.

Celtic Sea Power 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.

5 Tender submission requirements

All tenderers are to include the following in their submissions.

5.1 Covering letter to include:

- Contact name for further correspondence.
- For consortium bids, confirmation of which consortium member will lead which work package.
- Confirmation that the tenderer has the resources available to meet the requirements outlined in this ITT and its timelines.
- Confirmation that the tenderer accepts the Terms and Conditions of the Contract including, if relevant, any CSP clarifications issued during the tender process.
- 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.

- Confirmation that the tenderer holds current valid insurance policies and, if successful, supporting documentation will be provided as evidence.
- Conflict of interest statement in accordance with Section 7.3.11 – Corporate Requirements – Conflicts of interest.

5.2 Project Proposal to include:

- A proposed survey design and methodology with a related survey schedule and expected area of coverage. (max 6 sides of A4)
- An assessment of key risks associated with the survey delivery you are tendering for and how your team would work to support the identification, management, and mitigation of the risks (max 2 sides of A4)
- A description of the features to be recorded for each animal detected. This should include for example, observation time and location, species group, species, number of individuals, age class, behaviour, surfacing behaviour (marine mammals), flight direction, association (e.g., with fishing vessels). Information relating to weather and specific conditions in that area that may affect bird and marine mammal abundance/behaviour; the presence of anthropogenic features should also be recorded alongside AIS data recorded as standard. (max 1 side of A4 per animal)
- A summary table showing the expected average identification rates for birds and marine mammals alongside the proposed image identification method(s) to be utilized.
- Likely sensitive species of interest for the UK Celtic Sea area should be identified.
- Seasonal coverage (4 runs/yr) is expected within budget and should target the likely sensitive species/season combinations of interest from a consenting perspective. We would ask tenderers to provide this information as part of the initial proposed survey design.

5.3 CVs and Key individual profiles

CVs of the individuals who will be actively involved in supporting the project and who are costed into the tender. Please limit to 1 side of A4 per individual. Please also provide a company organogram or details of the consortium.

5.4 Expertise

Please provide two examples that your firm has been involved with that relate to the work packages and the firm's role in each. These should demonstrate your experience and ability to effectively deliver the requirements of this ITT to time and to budget. Please limit to 1 side of A4 per example.

6 ITT Response Timeline

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

Milestone	Date	Time
ITT Published	27/05/2022	N/A
Deadline for clarifications	08/06/2022	17:00 BST



Clarifications posted by	14/06/2022	17:00 BST
Deadline for Submission	23/06/2022	17:00 BST
ITT Appraisal Complete/ Contract Award	WC 30/06/2022	N/A

6.1 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** by 17:00 on 08/06/2022 and strictly in accordance with the Timetable above. CSP will endeavour to answer queries submitted before 14/06/2022 in a timely manner and would encourage bidders to request clarifications as they arise.

Questions for clarification will be anonymised and posted as a document on Contracts Finder.

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.

7 Corporate Requirements

7.1 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.

7.2 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:

- 1) Employers' liability insurance with a limit of liability of not less than £2,000,000 (two million pounds).
- 2) 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.
- 3) 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.



7.3 Legislation

The contract will be subject to the following legislation:

7.3.1 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.

7.3.2 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.

7.3.3 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.

7.3.4 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.

7.3.5 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.

7.3.6 Health & 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.



7.3.7 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

7.3.8 Sub-Contracting

Tenderers should note that a consortium can submit a tender but the sub-contracting of aspects of this commission after appointment will only be allowed by prior agreement with CSP.

7.3.9 Content Ownership

By submitting a response to this ITT, the tenderer acknowledges that the copyright to all material produced during the activity will be the property of CSP.

7.3.10 Document Retention

All documentation (electronic and hard copy) produced as part of this contract will need to be returned to CSP at the end of the contract so that we can retain them for future reference/audit. The contractor will not be expected to store these documents for future reference.

7.3.11 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.

7.3.12 Adherence to European Regional Development Fund Publicity Guidance

This project is partly funded through ERDF and to raise awareness of the opportunities it offers the European Commission requires all European funded projects to actively promote and publicise that they have received investment and to acknowledge it on any publicity materials or project documentation relating to the funded activity.

These requirements are set out in formal regulations and failure to comply with them may result in projects having to repay grant. Therefore, any material produced under this contract must comply with the EU Publicity regulations which can be found at.



[ESIF Branding and Publicity Requirements v6 \(publishing.service.gov.uk\)](http://publishing.service.gov.uk)

8 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 on the basis of the following tender award criteria:

Ref Covering Letter 5.1	
Acceptable covering letter including confirmation of the requirements detailed at Covering letter to include: Celtic Sea Power cannot accept any material changes to the terms and conditions of contract post award. Any contract clarifications <u>must</u> be dealt with during the tender process and should be submitted before the deadline for clarifications as specified in section 5	Pass/ Fail
Ref Project Proposal 5.2	40
<ul style="list-style-type: none"> A proposed survey design and methodology with a related survey schedule and expected area of coverage. (max 6 sides of A4) 	10
<ul style="list-style-type: none"> An assessment of key risks associated with the survey delivery you are tendering for and how your team would work to support the identification, management, and mitigation of the risks (max 2 sides of A4) 	5
<ul style="list-style-type: none"> A description of the features to be recorded for each animal detected. This should include for example, observation time and location, species group, species, number of individuals, age class, behaviour, surfacing behaviour (marine mammals), flight direction, association (e.g., with fishing vessels). Information relating to weather and specific conditions in that area that may affect bird and marine mammal abundance/behaviour; the presence of anthropogenic features should also be recorded alongside AIS data recorded as standard. (max 1 side of A4 per animal) 	10
<ul style="list-style-type: none"> A summary table showing the expected average identification rates for birds and marine mammals should be presented as part of any tender alongside the proposed image identification method(s) to be utilized. 	5
<ul style="list-style-type: none"> Seasonal coverage (4 runs/yr) is expected within budget constraints and should target the likely sensitive species/season combinations of interest from a consenting perspective. We would ask tenderers to provide this information as part of the initial proposed survey design 	10
Ref CVs & Key individual profiles 5.3	10



CVs of the individuals who will be actively involved in supporting the project and who are costed into the tender (limited to 1 side of A4 per individual) A company organogram or details of the consortium is also to be provided	
Ref Expertise (2 examples of relevant commissions) 5.4	20
Two examples that the tendering firm has been involved with that relate to the work packages and the firm's role in each, demonstrating the tenderer's experience and ability to effectively deliver the requirements of the ITT to time and to budget (limited to 1 side of A4 per example)	
Total Quality Score	70
Ref Contracting and Budget	
The tender delivering the largest survey coverage area in km ² for the fixed price will be awarded the full marks (i.e., 30 marks) Other tenders will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = 30 x bid/ largest survey coverage area	10 30
Total Fixed Price Score	30

8.1 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 1 - 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.

9 Tender returns

Please submit a response to this ITT by 17:00 on 23/06/2022

Please send by email to **tenders@celticseapower.co.uk** with the following wording in the subject box: "ITT Response - Strictly Confidential. CFAQ-WH-024-20052022 Bird and Mammal Surveys"

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

10 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.

11 Table of Appendices

1	2022 05 20 Consultancy Agreement
2	CSP DAS target area – GIS Shapefile format
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