



**Cornwall FLOW Accelerator**

## ITT - Legal Services

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**HM Government**



**European Union**

European Regional  
Development Fund

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## Abbreviations and Acronyms

CC	Cornwall Council
CFA	Cornwall FLOW Accelerator
CSP	Celtic Sea Power
DP	Dynamic Positioning
EC	European Commission
EOI	Expression of Interest
ERDF	European Regional Development Fund
FLIDAR	Floating LIDAR
FLOW	Floating Offshore Wind
IPR	Intellectual Property Rights
KPI	Key Performance Indicators
LIDAR	Light Detection and Ranging
MHCLG	Ministry of Housing, Communities and Local Government's
OLG	Operational Leads Group
OREC	Offshore Renewable Energy Catapult
PSG	Project Steering Group
PQQ	Pre-Qualification Questionnaire
PVT	Pre-deployment verification test
ITT	Request for Quotation
SLA	Service Level Agreement
Q	Quarter
UoP	University of Plymouth
UoE	University of Exeter
WBS	Work Breakdown Structure
WHDS	Wave Hub Development Services





## 1 Introduction

Wave Hub Development Services Ltd are leading a project part funded by ERDF called the Cornwall Floating Offshore Wind Accelerator which is part of a package of initiatives designed to ensure that the region drives forward, and benefits from, the opportunity that FLOW will bring to the region.

As part of this project, WHDS intend to procure a minimum of 12 months worth of wind resource data from one or two (if budget allows) point locations in the Celtic Sea. This procurement represents a significant portion of the overall budget and therefore needs to be executed correctly, compliantly and with full regard for value for money. We therefore have identified a need for legal support through the ITT development, procurement process and deployment phases.

We welcome proposals which meet the need as outlined in this ITT document.

## 2 The Cornwall Floating Offshore Wind Accelerator

The Cornwall FLOW Accelerator is a part ERDF funded project which will develop the tools to underpin the investment decisions necessary to develop FLOW farms, supporting infrastructure and supply chain development.

- Deliver a zonal wind resource assessment tool, thereby accelerating the delivery of offshore floating wind energy in Cornish Offshore waters, significantly supporting increased production of renewable energy
- Establish the FLOW simulator (desktop analysis through to virtual simulation of marine operations) which will: accelerate the development of the local supply chain; act as an exemplar re-enforcing the regions reputation as a global hub for FLOW development.
- Undertake research, development and innovation with a particular focus on optimisation tools which will allow the virtual testing of multiple offshore operations which will reduce costs of low carbon energy production and deliver sustainable operational methodologies for offshore floating wind technologies.
- Address low carbon design, components, manufacturing processes capable of delivering low carbon footprint operations within the offshore floating wind sector

Because of the pace with which the sector is moving, there is a short window of opportunity for Cornwall to capitalise on the transformational economic opportunity, which Cornwall's offshore renewables industry's pioneering capabilities and the county's geographic position represent, by creating the conditions for the build-out of large scale FLOW off the Cornish coast from the mid-2020s onwards.

The Cornwall FLOW Accelerator project will create key capabilities to help position the county to take a leading role in the global FLOW sector, including through developing the capacity to minimise CO2 emissions during FLOW offshore and onshore operations. The Cornwall FLOW Project envisages 3 primary objective areas:

- Offshore Project Development – undertake offshore resource and environmental analysis as a first key step on the development of a large-scale FLOW project pipeline for the Celtic Sea. The centre piece of this work would be the deployment of up to 2 LIDAR buoys to collect wind resource data to help support the development of a Celtic Sea Wind Resource plan suitable to support investment decisions



- FLOW Simulator – design, develop and build a floating offshore wind simulator as a vehicle for:
  - high level installation, operations & maintenance (O&M) analysis
  - marine operations modelling analysis of commercial scale (500MW) FLOW wind farms
  - optimisation of offshore LCF operations; training of mariners and offshore engineers.
- Low Carbon Footprint Operations – undertake operations and engineering analysis, procurement, construction and installation (EPCI) capability analysis to meet BEIS OWSD target of 60% local content

The project will aim to collect a minimum of 12 months of wind resource data from up to two strategic locations in the Celtic Sea lying within areas identified as potential deployment zones following a review of development constraints. This data is fundamental to the project and its purpose is: to develop a reference source which will provide the confidence to support FLOW farm site selection and financial yield calculations; to act as control data to validate other innovative methods of wind resource data collection including HF radar and satellite derived wind observations, to improve the models used to develop virtual met masts. All of this is aimed at improving investor confidence in modelled solutions, thereby reducing site specific data collection requirements and accelerating the FLOW project pipeline.

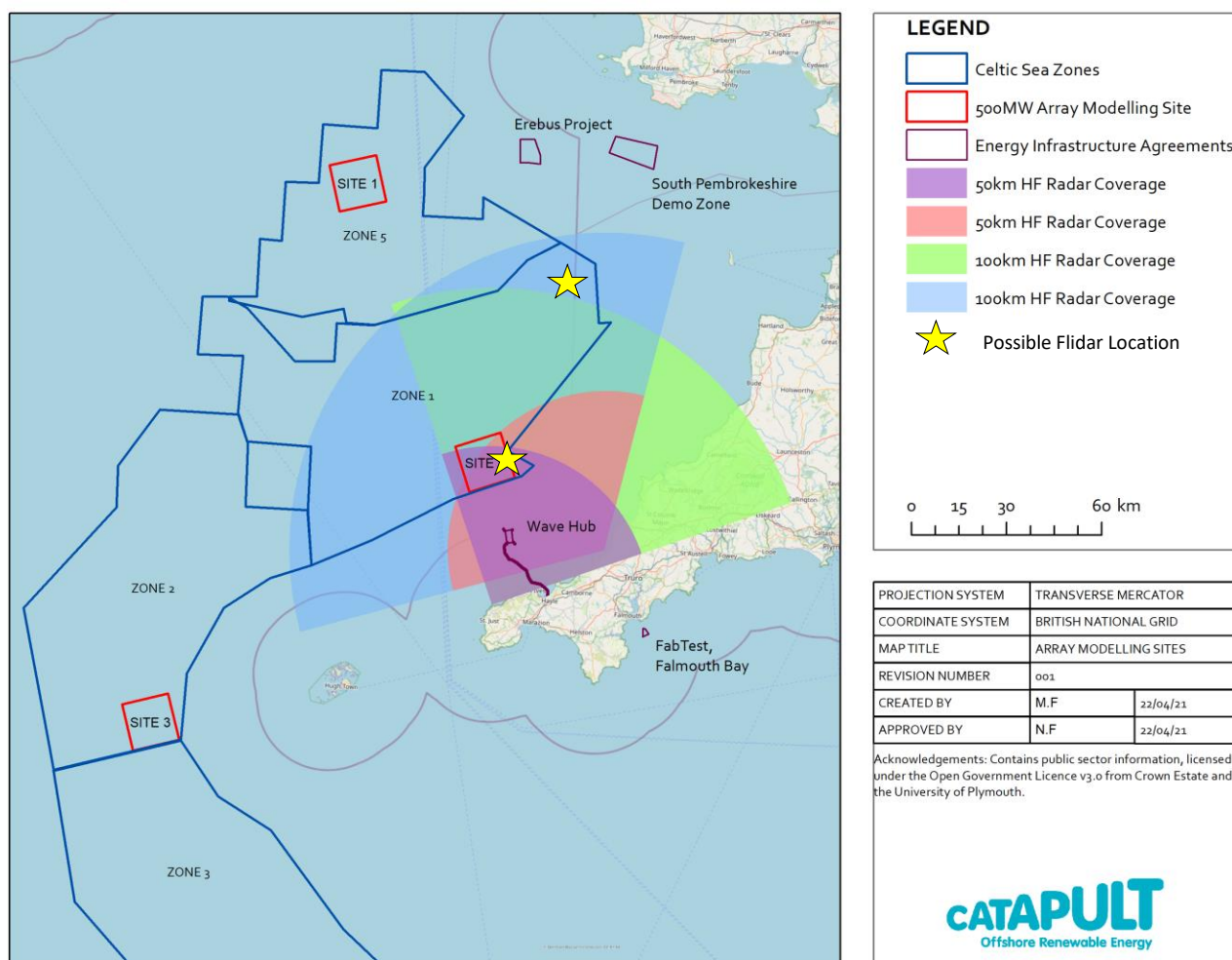


Figure 1 - Areas of least constraint, proposed locations of "virtual" 500MW FLOW farms and possible Flidar locations



There is no historical or publicly available suitable wind resource data (at appropriate hub height) being collected in the Cornish Celtic Sea zones. Offshore wind developer Blue Gem is undertaking Lidar wind resource data acquisition approx. 40Km south west of Pembroke (Welsh waters) however this is commercial in confidence. The met office has an observation buoy in the Celtic sea however this measured wind data at sea level which is not suitable for our application.

The University of Plymouth operates two HF radar stations which, in addition to collecting high precision ocean surface currents out to 100 km from the North Cornwall Coast, and very good quality wave measurements out to 50 km, record related measurements which have demonstrated some skill in estimating wind speed and direction. The collection of accurate wind measurements in the radar field of view will provide a rare opportunity to improve the algorithms used to make these remotely sensed estimates.

Unlike the North Sea, no reference sites exist in the Celtic Sea. North Sea references consist of fixed met masts installed by individual site developers who require the data to “prove” the commercial yields associated with their windfarms prior to achieving a Financial Investment Decision. The depth of water in the Celtic Sea precludes the economic use of fixed met masts, therefore Floating LIDAR platforms are required.

In summary, we are collecting wind data for two principal purposes: to support energy yield analysis, which underpins the financial business case; to support engineering. Accurate wind analysis to tip height enable understanding of wind shear, turbulence and velocity which all have relevance to FLOW operation

So, the creation of long term ‘reference’ stations which can be correlated with short term ‘site’ measurement enables a broader understanding of the wind regime to each project. And the reference station provides another data source to validate the accuracy of the predicted wind.

This will accelerate development of FLOW project pipelines by improving investor/ developer confidence. Recent demand analysis by KPMG indicated that over 40 developers are actively investigating the Celtic Sea zones, and all would benefit from this data.





### 3 Scope of Work

The cost of the data acquisition campaign envisaged will be in excess of £1.5m. Therefore, WHDS wish to appoint a suitably qualified and experienced legal services contractor who can support a procurement process which meets National and European legislation & regulations.

In parallel with this scope of work, WHDS will procure technical services to support the concept design and technical specification drafting of the data acquisition campaign.

We seek proposals from tenders which outline how they would use their expertise and experience to support WHDS through this process. However, as a minimum, we would expect the following.

#### 3.1 Guidance & Advice

Working with WHDS and the technical services consultant;

- Advise on procurement risk and propose mitigations,
- Consider, and advise on, the need for a pre-qualification phase,
- Consider and propose appropriate contracting strategies which ensure compliance and best value for money,
- Review technical specification and/or scope of work documents to ensure compliance with procurement regulations
- Recognise, and advise on, any potential un-intended consequences arising from the selected approach.

#### 3.2 Documentation and Drafting

- Draft appropriate form of contract
- Support on the drafting of all ITT documentation
- Posting of all documentation in relevant journals and on appropriate procurement portals to ensure compliance
- Act as the procurement's "time keeper" ensuring all minimum time requirements are adhered to whilst remaining cognisant of project critical paths.

#### 3.3 Procurement and Contracting Support

- Advise on, and support, development of the tender evaluation process
- Review all steps of the evaluation process to ensure compliance
- Provide support and advice during contracting through to completion.

#### 3.4 Reporting

- Provide a post-procurement report (compliant with 10.3.12 Adherence to European Regional Development Fund Publicity Guidance) covering all completed phases of the process, demonstrating compliance with all relevant legislation and regulations.



## 4 Contracting & Budget

### 4.1 Contract

It is intended to engage the successful contractor using WHDS's standard agreement for consultancy services. A template version is included as Appendix 1.

### 4.2 Budget and Price

#### 4.2.1 Budget not to exceed

The estimate budget for this contract is **£20,000** ex VAT.

#### 4.2.2 Price Breakdown

Please submit a fixed price (in GBP) for delivery of scope of works in line with your project proposal. This should **include** all travel, subsistence and expenses associated with the delivery of the scope.

#### 4.2.3 Variations

WHDS reserve the right to vary the scope of work to the extent necessary to ensure a compliant OJEU procurement process for the LIDAR data.

To this end, please provide a breakdown of day rates for Project Staff engaged in additional works:

Consultant Role	Name	Hourly Rate GBP (ex Vat)	Day Rate GBP (ex Vat)

*Table 1 - Rate Breakdown*



## 5 Indicative Project Timetable

Milestone	Agreed date	Estimated Date
ITT Published	01/06/2021	
Deadline for Submission	15/06/2021	
ITT Appraisal Complete/ Contract Award	22/06/2021	
Kick Off Meeting – Agree Timetable and Key Actions	25/06/2021	
LIDAR Data Contract Award		01/10/2021
FLIDAR Deployment		01/02/2022

Table 2 - Project Milestones

## 6 Confidentiality

All information supplied to you by WHDS 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 WHDS and must be returned on demand.

WHDS 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 WHDS. WHDS 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 WHDS in accordance with such rights reserved by it under this paragraph.



## 7 Tender submission requirements

Please include the following information in your Tender submission.

### 7.1 Covering letter to include:

- Contact name for further correspondence
- Confirmation that the tenderer has the resources available to meet the requirements outlined in this Scope of Work and its timelines
- Confirmation that the tenderer accepts the Terms and Conditions of the Contract (Appendix 1 and 4.1 Contract)
- Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section 10) to include confirmation that Equality and Diversity, Environmental & 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 as 10.2 and, if successful, supporting documentation will be provided as evidence
- Conflict of interest statement in accordance with 10.3.11.

### 7.2 Project proposal (six sides of A4 maximum)

Proposal to include;

- How you will deliver the scope as outlined in 3 Scope of Work,
- An assessment of key risks associated with the Scope of Work and your proposed management/ mitigation measures.

### 7.3 Project CVs (one side of A4 per individual)

CVs of the individuals who will be actively involved in delivering the commission and who are costed into the tender. Please limit to 1 side of A4 per individual.

### 7.4 Expertise

Provide three examples of the most relevant operations your firm has been involved with and the firm's role in each. These should demonstrate your experience and ability to effectively deliver the Scope of Work to time and to budget.

### 7.5 Fees

Provide a fixed price in line with 4.2 Budget and Price (excluding VAT).

## 8 ITT Response Timeline

The anticipated timetable for responses to this ITT are set out below.

Milestone	Date	Time
ITT Published	01/06/2021	N/A
Deadline for clarifications	08/06/2021	17:00 BST
Deadline for Submission	15/06/2021	17:00 BST
ITT Appraisal Complete/ Contract Award	22/06/2021	N/A

Table 3 - ITT Milestones



## 9 ITT clarifications

Any clarification queries arising from this Request for Quotation which may have a bearing on the offer should be raised by email to: **matt.hodson@cornwalldevelopmentcompany.co.uk** by 08/06/21 and strictly in accordance with the Timetable in Table 3 - ITT Milestones.

Responses to clarifications will be anonymised and circulated to all companies invited to respond.

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 WHDS 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.

## 10 Corporate Requirements

### 10.1 Introduction

WHDS Ltd 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 contractor 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.

### 10.2 Indemnity and Insurance

The contractor must effect 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 and products 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 £2,000,000 (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.

### 10.3 Legislation

The contract will be subject to the following legislation.

#### 10.3.1 Equality and Diversity

WHDS 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.

### 10.3.2 Environmental Policy

WHDS 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.

### 10.3.3 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.

### 10.3.4 Freedom of Information

WHDS 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. WHDS Ltd 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.

### 10.3.5 Prevention of Bribery

Tenderers are hereby notified that WHDS 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.

### 10.3.6 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.

### 10.3.7 Exclusion

WHDS 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

#### 10.3.8 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 WHDS .

#### 10.3.9 Content Ownership

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

#### 10.3.10 Document Retention

All documentation (electronic and hard copy) produced as part of this contract will need to be returned to WHDS 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.

#### 10.3.11 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 WHDS 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.

#### 10.3.12 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;

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/836956/ESIF-GN-1-005\\_ESIF\\_Branding\\_and\\_Publicity\\_Requirements\\_v8\\_updated.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/836956/ESIF-GN-1-005_ESIF_Branding_and_Publicity_Requirements_v8_updated.pdf) .

and with the HMG logo requirements as outlined in the HMG Identify Guidelines;

<https://gcs.civilservice.gov.uk/publications/hmg-identity-guidelines/>



## 11 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 7.1 Covering Letter	
Acceptable covering letter including confirmation of the requirements detailed at Covering letter to include:7.1	Pass/ Fail
Ref 7.2 Project Proposal	40
How you will deliver the Scope of Works	25
An assessment of key risk associate with the Scope of Work and your proposed management/ mitigation measures.	15
Ref 7.3 Project Team	20
Relevant experience of the staff	20
Ref 7.4 Expertise	20
Three examples of relevant commissions	20
Ref 7.5 <b>Error! Reference source not found.</b>	20
Total price	20
The lowest bid will be awarded the full marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = 20 x lowest bid / bid.	

Table 4 - Assessment Criteria

### 11.1 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 5 - Scoring Matrix*

During the ITT response assessment period, WHDS 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.

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

## 12 Tender returns

**Please submit a response to this ITT in the format specified in 7 Tender submission requirements by 17:00 on 15/06/2021.** Please send by email to [Jeanette.Radcliffe@wavehub.co.uk](mailto:Jeanette.Radcliffe@wavehub.co.uk) with the following wording in the subject box: "ITT Response - Strictly Confidential. CFAQ-WH-009-28052021-Legal Services"

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

## 13 Disclaimer

The issue of this documentation does not commit WHDS 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 WHDS or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between WHDS and any other party (save for a formal award of contract made in writing by or on behalf of WHDS).

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 WHL



or any information contained in WHL's 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 WHDS for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

WHL 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 WHDS liable for any costs or expenses incurred by tenderers during the procurement process.

## Appendix 1

WHDS Consultancy Agreement Template

