

Invitation to Tender

**FLOATING OFFSHORE WIND SITE:
ANCHOR BLOCKS REMOVAL**

WAVE HUB LIMITED

WHL/2020/TEN/02

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The sole purpose of this Invitation to Tender is to assist the recipient in deciding whether it wishes to proceed with a further investigation of Wave Hub. It is not intended to form the sole basis of any investment decision or decision to invest in Wave Hub.

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TITLE: ANCHOR BLOCKS REMOVAL FROM WAVE HUB FLOATING OFFSHORE WIND PROJECT SITE IN HAYLE IN CORNWALL
COMPANY: Wave Hub Limited
CLIENT: Wave Hub Limited
RECIPIENT: Wave Hub Board
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WAVE HUB OFFSHORE WIND SITE IN HAYLE IN CORNWALL

ITT: REMOVAL OF CONCRETE ANCHOR BLOCKS

1. Introduction

Wave Hub Limited (“The Vendor”) is seeking to remove five concrete and steel anchor blocks from the Wave Hub offshore renewable demonstration site, as part of the preparation for the future development, construction and operation of a floating offshore wind (FLOW) array at the Wave Hub Project site.

The anchor blocks were installed 2014 as foundations for the SeaTricity wave energy device and consist of 5 clump weights, 4 square clumps at 23tonnes (dry)/ 15 tonnes (wet) and two circular clumps of combined to make a main clump of 126 tonnes (dry)/ 80 tonnes (wet). The Seatricity decommissioning report which includes details of the block design and construction is included as Appendix 1.

An ROV video survey of the blocks was carried out on the 17th September 2020 which indicated that the lifting points were in reasonable condition with no significant fouling by external items (e.g. fishing gear) observed. Some dyneema (NW clump) and pellet buoys (NE clump) and various lengths of chain from previous mooring/deployment operations sighted on and beside the clumps. A survey report is included as Appendix 2 and video footage can be made available upon request.

The vendor is seeking a suitable contractor to;

- Develop a methodology for the complete removal of the mooring clumps and residual mooring equipment from the Wave Hub Site by end of 2020,
- Undertake all HSEQ and Project planning in line with industry standards,
- Supply suitable vessels, plant, craneage, marine spread, ROV’s inclusive of fuel, crew, lubes, stores, dues and other disbursements as required to execute the project plan,
- Transport blocks from site, land ashore and dispose of in line with all environmental and waste management legislation,
- Conduct post-removal ROV survey demonstrating that site is clear,
- Provide project plans, HSEQ documentation, daily progress reports, and final report.

2. Wave Hub Site and Anchor Block Condition

The location and scale of the Wave Hub offshore site is at Figure 1 below:

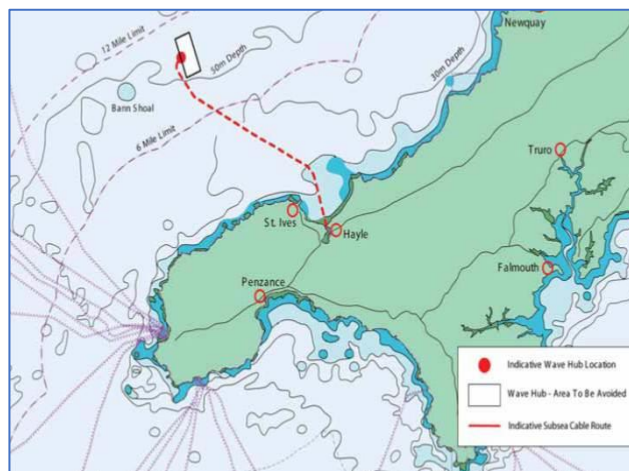


Figure 1 - Wave Hub Offshore Site

The SeaTricity anchor blocks are in the South West of the site, as shown at Figure 2 below.

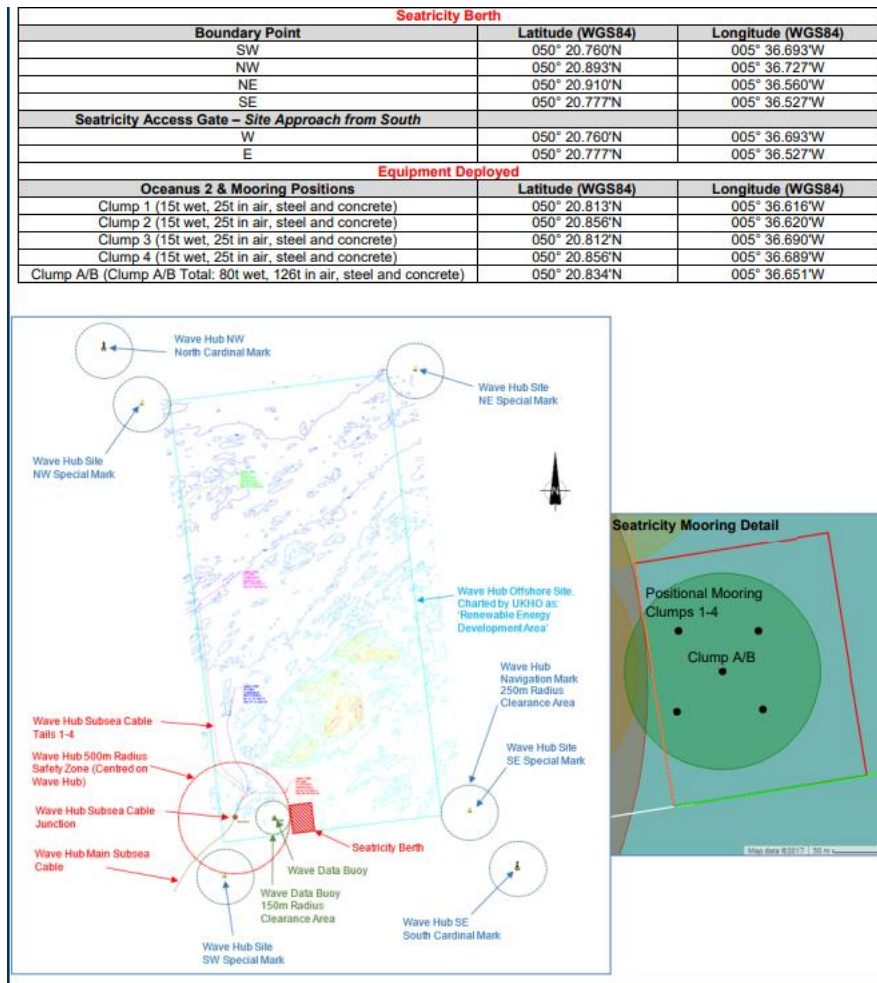


Figure 2 – As Laid Location of SeaTricity Anchor Blocks

3. Scope of Work

3.1. Develop a methodology for the complete removal of the mooring clumps

3.1.1. Block Design, Location and Condition

Details of the Seatricity Design are included within the Seatricity Decommissioning Plan included as Appendix 1. In summary;

The subsea moorings were made up of 5 mooring legs and associated clump weights. These were intended to be installed, and removed, as complete legs with the lines and components pre-assembled up to the float/pump interface. The float/ pump interface and most of the mooring legs has now been removed, leaving five clumps remaining on the seabed.



Figure 3 - Construction of Square Ancillary Clumps

There are two types of clump, 4 square ancillary clumps of 23Te (dry) (SW,NW,NE,SE), and two circular main clumps of total 80Te (wet) (Centre). The clump weights were manufactured from mild steel and filled with concrete without any reinforcing bars.

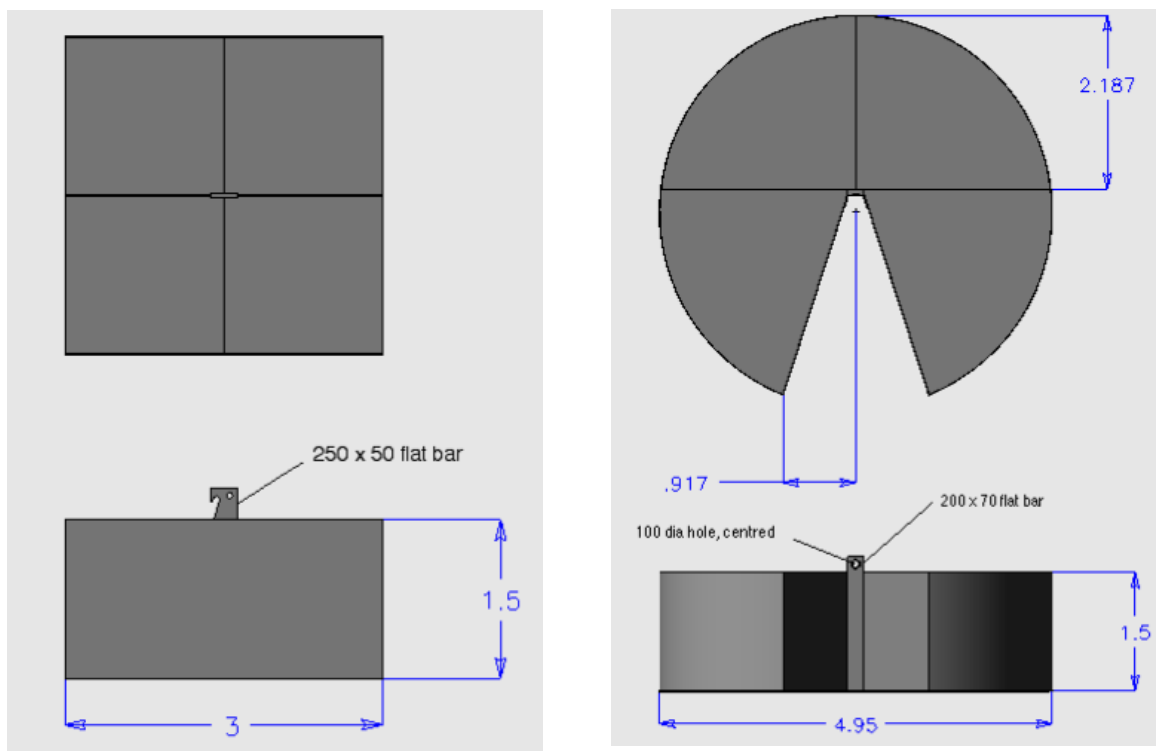


Figure 4 - Clump Design

An ROV survey was carried out on the 17th September which showed that;

- The four ancillary clumps are close to their “As Laid” positions,
- The centre clump has been dragged around 33m North East of its “As Laid” position,

- Expected marine growth was found on all mooring clumps. No significant fouling by external items (e.g. fishing gear) observed.
- Some dyneema (NW clump) and pellet buoys (NE clump) and various lengths of chain from previous mooring/deployment operations was sighted on and beside the clumps

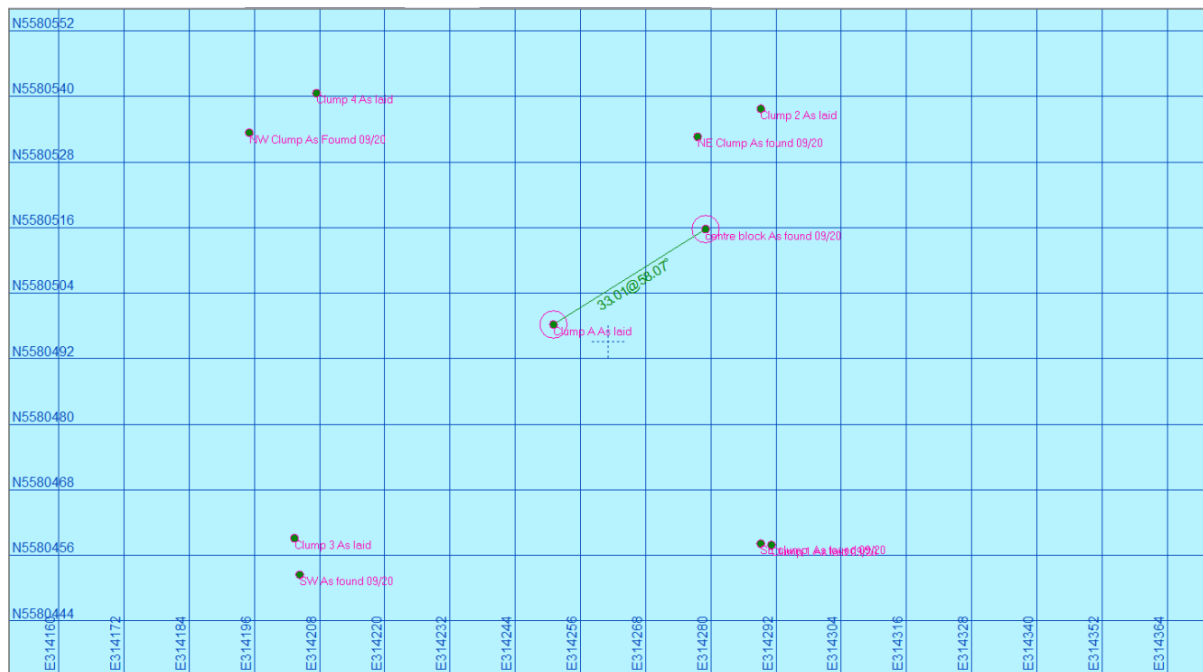
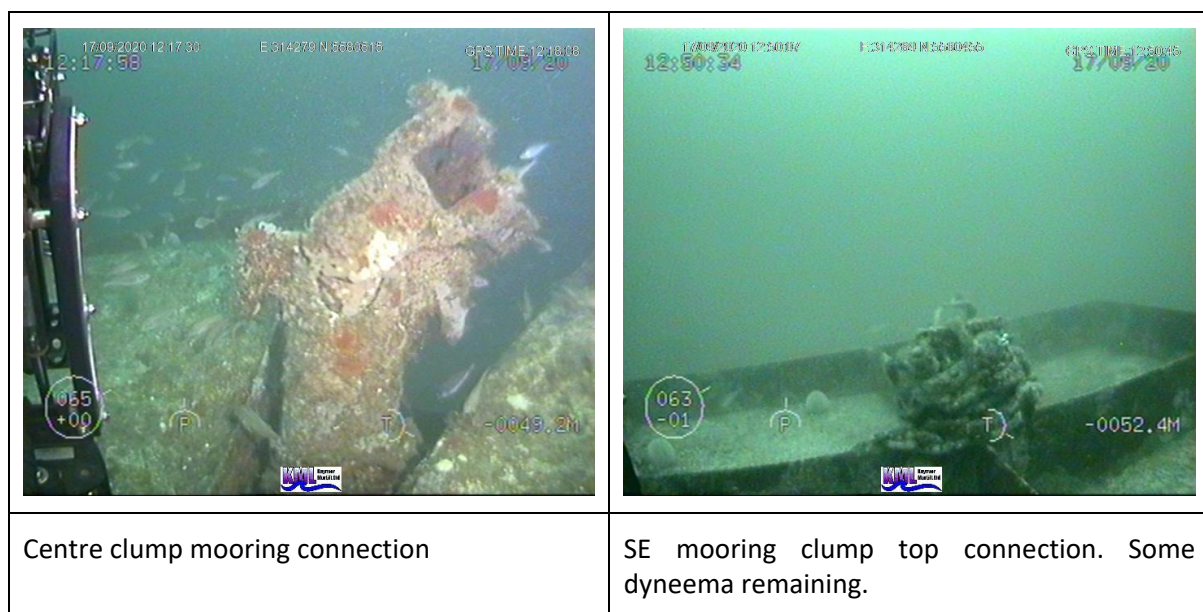


Figure 5 - Plotted Positions 17.09.20

Particular attention was paid to top of clump weights and the lifting attachments etc. Pictures of those as follows:



SW mooring clump top connection	SW mooring clump top connection opposite angle
NE clump top connection	NE mooring clump top connection opposite angle
Pellet buoys entangled in NE clump	NW mooring clump top connection

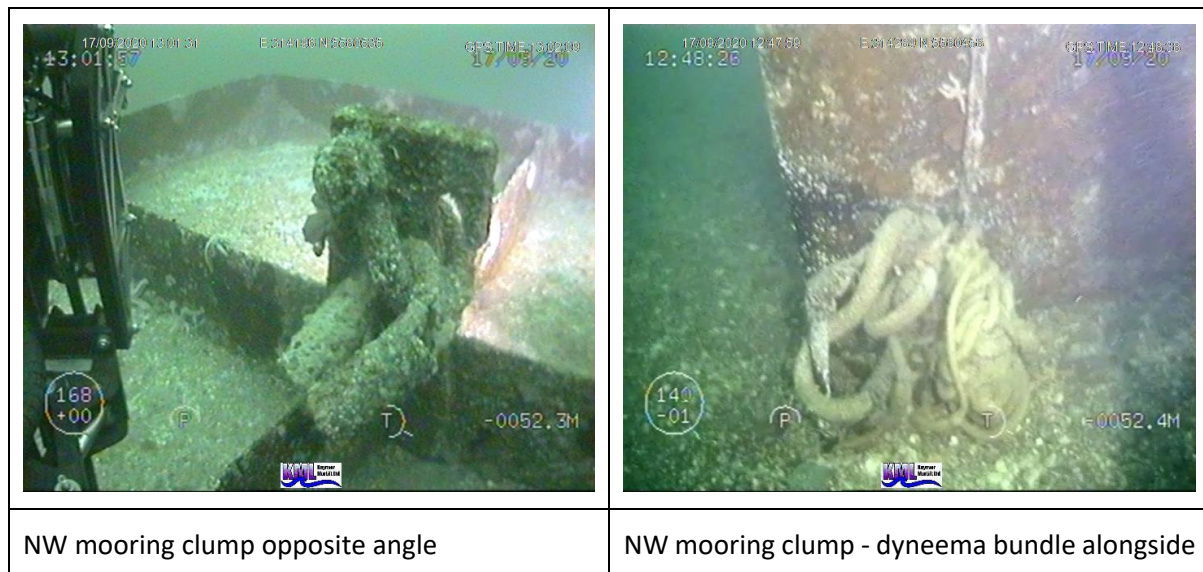


Figure 6 - Block Condition Images

The ROV Survey report is included as Appendix 2 and video footage is available on request.

3.1.2. Requirement

Utilising the contractor's professional skill and knowledge, the vendor requires the development of a methodology which describes;

- how the blocks and residual mooring equipment will be securely lifted from the seabed,
- how the blocks will be transported from site to ashore (lifted on deck/ underslung and towed/ other),
- how the operation can be optimised to maximise weather windows,
- an analysis of weather risk with impact on durations,
- contingency plan to ensure project can be completed within available weather windows,
- lift plans (where appropriate),
- disposal plan,
- time plan,
- contractors' proposals for expediting the operation.

3.1.3. Deliverables

- Method Statement/ Project Execution Plan,
- Project time plan,
- Weather risk mitigation plan.

3.2. Undertake all HSEQ and Project planning in line with industry standards

3.2.1. Requirement

The vendor requires the contractor to undertake project HSEQ planning in line with Wave Hub's Marine Safety System which is included as Appendix 4 and in line with the Contractors HSEQ policies and (if appropriate) ISO compliant systems.

3.2.2. Deliverables

HSEQ Plan including;

- Risk Management plan including live risk register,
- Emergency Response Plan,
- Project Quality Plan,
- Project Environmental Management Plan (including block disposal),
- COVID-19 Mitigation Plan

3.3. Project Execution

3.3.1. Requirement

Safely remove all five mooring clumps and associated residual mooring equipment from the seabed and recover. Dispose of the clumps in line with all environmental and waste management legislation. Conduct post removal ROV survey to provide evidence of successful decommissioning.

3.3.2. Vessels, Equipment and Personnel

The Contractor shall provide operational vessels and all other equipment, personnel and support necessary to safely and effectively perform all the Services detailed herein. Each equipment spread shall be fully resourced with adequate spares and/or back-up units, taking into consideration the location of the device and metocean conditions likely to be encountered.

All vessels proposed for the offshore work shall be fit for purpose and suitably classed by a recognised certifying authority and shall be capable of undertaking or supporting the Services specified herein at the location specified and within the Contract programme.

3.3.3. Subcontractors

Contractor shall identify in his proposal, any part, and the proportion of the Services, to be undertaken by subcontractors, and shall demonstrate an appropriate approval process for each subcontracted element of the Services.

3.3.4. Deliverables

- Daily Progress Reports,
- Report on operation and disposal,
- Post removal survey report,
- Video footage from post removal survey.

4. Contracting & Budget

4.1. Contract

It is proposed that the project be contracted using BIMCO Supplytime 2005 as amended, an example is included as Appendix 3. Key amendments to include;

- Project deliverables, vessels fuel, lubes, marine spread, subsea spread, harbour dues, craneage and all other disbursements to be provided on a fixed and firm basis – Part 1 to reflect this,
- Definition of “Vessel” to include all vessels required to deliver the scope of work,

- “Scope of Work” to be added to definitions. This ITT and Successful Tender to form appendices to contract,
- 8. Owners to Provide. Add clauses;
 - All fuel necessary to complete the Scope of Works,
 - All operational plans and documents necessary for the safe operation of the vessel,
 - Customs duties, all permits, import duties and clearance expenses for the vessel and/or equipment required for or arising out of this Charter Party.
- 9. Charterers to Provide. Remove.
- 10. Fuel. N/A, Remove.
- 12. Hire and Payments;
 - Substitute the term “Hire” with “Fees,
 - Replace paragraph a with “Fees: The Charterers shall pay fees due for the Vessel at the rate stated in box 20(i) for the completion of the Scope of Work.
- 14. Liabilities and Indemnities;
 - Paragraph a)ii) – delete “including their Offshore Units”,
 - Add Paragraph a)ii) – “Notwithstanding the provisions of clause 14.a)ii), the Owners shall be responsible for damage to the Charterers Offshore Units arising from the actions of the Vessel, its Master, Crew, Subcontractors and ROV. Liability under this clause shall be limited to the limits of the Owners liability insurance.”

4.2. Budget and Price

The budget for this work is not to exceed **£150,000 exc VAT**. To this end the vendor is seeking **firm and fixed** prices within this envelope and welcomes proposals which recognise and mitigate weather risk to the vendor.

Fixed price for;

1. Project Preparation, Documentation and Reporting
2. Mobilisation and Demobilisation
3. Block Disposal

Fixed Prices for Offshore Operation;

4. Fixed price for planned operational days
5. Fixed price for weather standby (post mobilisation) – First 5 days
6. Fixed price for weather standby (post mobilisation)- Second 5 days
7. **Proposal for bonus** for completion within operational days, operational days+5d, operational days +10d.
8. Absolute maximum – fixed price. Budget not to exceed £150,000 ex VAT

Example of Fixed Price Calculation

Scenario	Fixed Price Elements	Total Price
Blocks removed within operational window	1,2,3,4 + Op Days Bonus	Not to exceed £150k
Blocks removed with up to 5 days weather downtime	1,2,3,4,5 +Op days+5d Bonus	Not to exceed £150k

Blocks removed up to 10 days weather downtime	1,2,3,4,5,6 + Op days + 10d bonus	Not to exceed £150k
Over 10 days weather downtime	1,2,3,4,5,6	Not to exceed £150k

5. Indicative Timetable

Milestone	Agreed date
ITT Published	23/10/2020
Deadline for Queries	30/10/2020
Deadline for Submission	17:00 06/11/2020
Tender Appraisal Complete/ Contract Award	13/11/2020
HSEQ Plan Submitted	20/11/2020
Mobilisation From (subject to weather)	21/11/2020
Blocks Removed from site by	18/12/2020
Disposal complete	31/12/2020
Delivery of final reports	08/01/2021

6. Confidentiality

All information supplied to you by the Client, 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 the Client and must be returned on demand.

The Client 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 the Client. The Client 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 the Client in accordance with such rights reserved by it under this paragraph.

7. Tender submission requirements

Please include the following information in your Tender submission.

A - 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 all the Terms and Conditions of the Contract as Amended (Appendix 3 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 and Environmental 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.B and, if successful, supporting documentation will be provided as evidence
- Conflict of interest statement in accordance with 10.L

B - Project proposal (six sides of A4 maximum)

Proposal to include;

- How you will deliver the scope as outlined in 3 **Error! Reference source not found.,**
- An assessment of key risks associated with the 3 Scope of Services and your proposed management/ mitigation measures.

C - 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.

D - Expertise

Provide three examples 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.

E - Fees

Provide a schedule of costs in line with 4.2 Budget and Price (excluding VAT) confirming that total costs shall not exceed £150,000 (excluding VAT)

8. Timeline

The anticipated timetable for submission of the Tender are set out below.

Milestone	Date
Publication of ITT	23/10/2020
Final date for receipt of clarifications	30/10/2020
Final date for response to clarifications	03/11/2020
Deadline to return the Tender to WHL	17:00 06/11/2020
Evaluation of Tender by Wave Hub - commencement	09/11/2020

Successful and unsuccessful tenderers notified	11/11/2020
Programme Inception Meeting	13/11/2020

Table 1 - Tender Milestones

9. Tender clarifications

Any clarification queries arising from this Invitation to Tender which may have a bearing on the offer should be raised by email to: Jeanette.Radcliffe@wavehub.co.uk by **30/10/20** and strictly in accordance with the Timetable in Table 1 - Tender Milestones.

Responses to clarifications will be anonymised and uploaded by WHL to Contracts Finder and will be viewable to all tenderers.

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 WHL 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

A - Introduction

Wave Hub 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.

B - 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) Employer's liability to the minimum coverage and limit of indemnity required by any applicable legislation including extended cover (where required) for working offshore;
- 2) Third party and products liability insurance (covering all equipment deployed) for any incident or series of incidents with cover of not less than [£5,000,000 (five million pounds)] for each and every claim;
- 3) Professional indemnity insurance (data provision and assessment) with cover of not less than [£5,000,000 (five million pounds)] for each and every claim;
- 4) Vessel third party liability (or P&I Club) cover not less than [£5,000,000 (five 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.

C - Legislation

The contract will be subject to the following legislation.

D - 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.

E - Freedom of Information

Wave Hub 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. Wave Hub 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.

F - Prevention of Bribery

Tenderers are hereby notified that Wave Hub Ltd 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.

G - 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.

H - Exclusion

Wave Hub Ltd 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

I - 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 Wave Hub Ltd.

J - Content Ownership

By submitting a tender application, the tenderer acknowledges that the copyright to all material produced during the activity will be the property of Wave Hub Ltd.

K - Document Retention

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

L - 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 Wave Hub Ltd 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.

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.A Covering Letter	
Acceptable covering letter including confirmation of the requirements detailed at 10 Corporate Requirements	Pass/ Fail
Ref 7.B Project Proposal	40
How you will deliver the Scope of Works	25
An assessment of key risk associate with the Scope of Services and your proposed management/ mitigation measures.	15
Ref 7.C Project Team	10
Relevant experience of the staff	10
Ref 7.D Expertise	10
Three examples the most relevant offshore works.	10
Ref 4.2 Budget	40

Fixed fees for this work (exc VAT) including travel and other expenses	
1, 2, 3 - Project Preparation, Documentation/ Reporting, Mobilisation/ Demobilisation, Block Disposal	10
4. Fixed price for planned operational days	10
5. Fixed price for weather standby (post mobilisation) – First 5 days	2.5
6. Fixed price for weather standby (post mobilisation)- Second 5 days	2.5
7. a) Proposal for bonus for completion within operational days,	7.5
b) operational days +5d,	5
c) operational days +10d.	2.5
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 = max marks x lowest bid / bid. Any bids where total price exceeds £150,000 will be non-compliant	

Table 2 - Assessment Criteria

A - 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.
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Table 3 - Scoring Matrix

During the tender assessment period, Wave Hub Ltd reserves the right to seek clarification in writing from the tenderers, to assist it in its consideration of the tender. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria weightings in the table above.

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

12. Tender returns

Please submit the Tender document by email by 17:00 on 06/11/2020

please send by email to Jeanette.Radcliffe@wavehub.co.uk with the following wording in the subject box: "Tender - Strictly Confidential. WHL/2020/TEN/02 WAVE HUB ANCHOR BLOCKS REMOVAL"

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

13. Disclaimer

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

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

[Appendix 1 – Seatricity Decommissioning Plan](#)

Attached as PDF

[Appendix 2 – Visual Survey Report](#)

Attached as PDF

[Appendix 3 – BIMCO SupplyTime 05 \(without ammendments\)](#)

Attached as Docx

[Appendix 4 – Wave Hub Marine Safety System Manual](#)

Attached as PDF