



CELTICSEAPOWER
NERTHMORKELTEK

Invitation to Tender – Airborne LiDAR Survey to support the development of a bird flight height index for the UK Celtic Sea area

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1 Glossary

AMSL	Above Mean Sea Level
CC	Cornwall Council
CFA	Cornwall FLOW Accelerator
CSP	Celtic Sea Power
CV	Curriculum Vitae
DAS	Digital Aerial Surveys
ERDF	European Regional Development Fund
EU	European Union
FLOW	Floating Offshore Wind
IP	Intellectual Property
ITT	Invitation to tender
LiDAR	Light Detection And Ranging
UoE	University of Exeter
UoP	University of Plymouth
VAT	Value Added Tax
WC	Week Commencing
WP	Work Package



2 Introduction

Celtic Sea Power Limited (CSP) are a 100% subsidiary of Cornwall Council. As part of an ERDF-funded project, we require suitably competent service providers to deliver an Airborne LiDAR survey campaign to support the development of a bird flight height index for 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 Celtic Sea Power Ltd (CSP 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 and the Crown Estate to discuss the opportunity presented by Airborne LiDAR technologies to support the derivation of new flight height data for bird species in the Celtic Sea that can complement other evidence gathering approaches such as Digital Aerial Surveys (DAS). CSP have an ambition to combine data and evidence from this proposed Airborne LiDAR survey with other relevant data sets from the remaining Celtic Sea area (including the 2022/2023 CSP DAS survey) to support the development of a regional bird density and distribution model. 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.

3 Scope of Work

3.1 General Requirements and timeline

An Airborne LiDAR survey campaign is required to provide relevant data and evidence that will be fed back into the creation of a regional bird flight height index for the target area (2.3). Key engagement with relevant stakeholders has been completed to gain agreement on the required methodology to support this aspect of a regional characterisation approach. Surveys will need to be complete with final report(s) and all survey data provided by **15th 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 costs and activities.



3.2 Survey design requirements

- The key objective of the survey design is to maximise the range of species derived flight height data captured for the target area.
- The contractor will be required to propose and substantiate a methodology to maximise the number of species captured within the fixed budget and timeframes available.
- The contractor should recognise the key aim of developing a bird flight height index for the Celtic Sea to identify smaller bird species and their associated flight height.
- A list of the expected species to be captured within the survey programme should be provided alongside an analysis of risk in data capture.
- Target bird species may include but not be limited to;
Priority species; Manx Shearwater, European Storm Petrel, Northern Gannet, Lesser black-backed gull, Balearic Shearwater.
Other likely target species; Atlantic Puffin, Guillemot, Razorbill, Black-legged Kittiwake, Northern Fulmar, Great black-backed gull.
- No buffer to the prescribed target area will be required.
- The tenderer will be responsible for meeting all required permissions and consents.
- Processing of survey data and provision of a survey report will be necessary.

3.3 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. The target area is intended to show the general areas of expected long term floating wind interest as opposed to a specific survey area that requires a certain amount/percentage of coverage. The objective of the Airborne LiDAR survey is to derive specific flight height data for the biggest range of key bird species likely to be present in the area.

A fixed budget only is available, and we therefore request that if necessary tenderers start their considerations on target species at the eastern target area boundary between Cornwall and Wales before progressing West as budgets allow.

The species coverage achievable in presented survey designs will form a key aspect of the tender scoring process as we seek to maximise the range of flight height data obtained to support a regional characterisation approach. Data quality will however also be critical to ensure the Airborne LiDAR data supports the creation of a valid evidence base.



CSP Airborne LiDAR survey area



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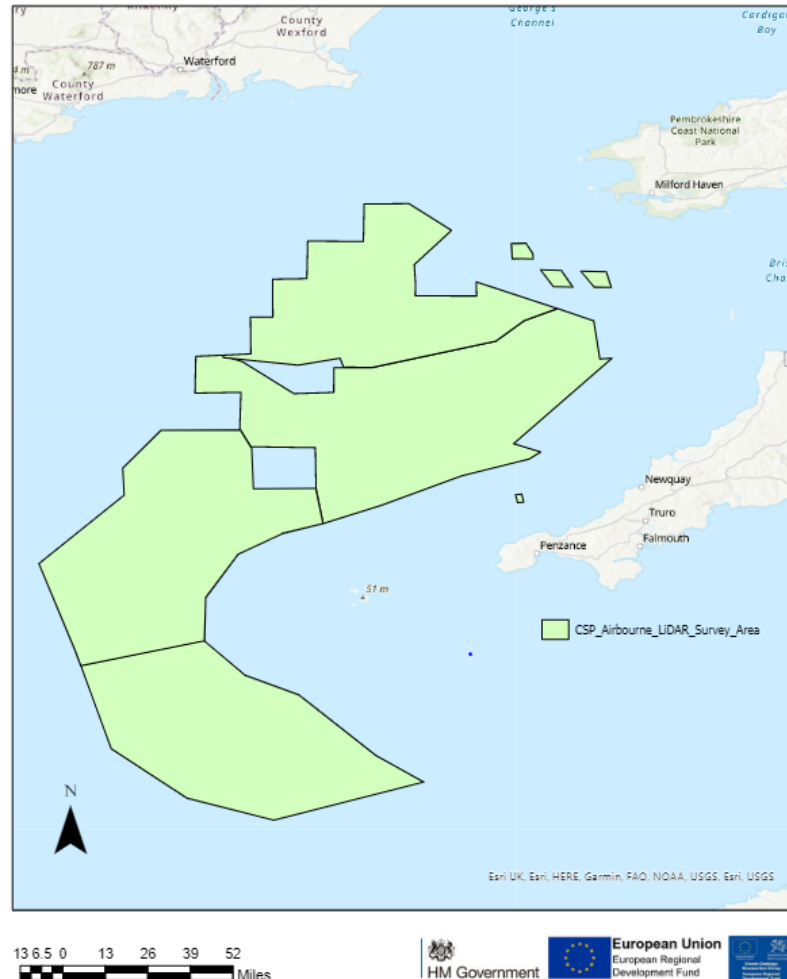


Figure 1 Target areas for identifying species of interest

4 Development Plan

The delivery of the Airborne LiDAR survey campaign should be staged according to this plan, or one with more milestones but incorporating these:

1. For the first delivery, a final survey design should be presented and include projected target flight areas and expected species coverage.
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 data made available.

It is anticipated that step (1) will complete during April 2023, step (2) May 2023, and step (3) by 15th June 2023 at the latest.



4.1 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 Airborne LiDAR 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

5 Contracting and budget

5.1 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.

5.2 Budget & Price

The maximum available budget to complete the scope of work is **£120,000 excluding VAT** for all elements of work identified within this ITT.

Tenderers are to provide;

- a fixed price not to exceed £120,000 to complete the Scope of Work (section 3) in line with the development plan (section 4). This should **include** all assumptions relating to travel, subsistence and expenses associated with the delivery of the scope but **exclude** VAT.
- The anticipated species coverage list that will be delivered for the fixed price proposed and before 15th June 2023.

5.3 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.

6 Tender submission requirements

All tenderers are to include the following in their submissions.

6.1 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. Section 8.2
- Conflict of interest statement in accordance with Section 8.3.11 – Corporate Requirements – Conflicts of interest.

6.2 Project Proposal to include:

- A proposed survey design and methodology with a related survey schedule and expected species 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. A focus is on obtaining flight height data but this should also include for example, observation time and location, species group, species, number of individuals, age class, behaviour, flight direction, flight height, association (e.g., with fishing vessels). Information relating to weather and specific conditions in that area that may affect bird



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 species coverage and risk to obtaining species specific flight height data.
- Likely sensitive species of interest for the UK Celtic Sea area should be identified.

6.3 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.

6.4 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.

7 ITT Response Timeline

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

Milestone	Date	Time
ITT Published	13/03/2023	N/A
Deadline for clarifications	22/03/2023	17:00 BST
Clarifications posted by	24/03/2023	17:00 BST
Deadline for Submission	31/03/2023	17:00 BST
ITT Appraisal Complete/ Contract Award	WC 03/04/2023	N/A

7.1 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 22/03/2023 and strictly in accordance with the Timetable above. CSP will endeavour to answer queries submitted before 24/03/2023 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.



8 Corporate Requirements

8.1 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.

8.2 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.

8.3 Legislation

The contract will be subject to the following legislation:

8.3.1 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.

8.3.2 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.

8.3.3 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.



8.3.4 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.

8.3.5 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.

8.3.6 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.

8.3.7 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

8.3.8 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.

8.3.9 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.

8.3.10 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.



8.3.11 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.

8.3.12 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 v8 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/614441/ESIF_Branding_and_Publicity_Requirements_v8.pdf)

9 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 6.1	
Acceptable covering letter including confirmation of the requirements detailed at 6.1	Pass/ Fail
Ref Project Proposal 6.2	40
A proposed survey design and methodology with a related survey schedule. (max 6 sides of A4)	10
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)	10
A description of the features to be recorded for each animal detected. A focus is on obtaining flight height data but this information should include for example, observation time and location, species group, species, number of individuals, age class, behaviour, flight direction, flight height, association (e.g., with fishing vessels).	10
Information relating to weather and specific conditions in that area that may affect bird 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
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	10
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 Qualitative Score	60
Ref Contracting and Budget	
SPECIES: A summary table showing the expected range of species to be covered and risks to attaining coverage per species – All priority and likely species score 100%, all priority species score 80%, 5 x priority species score 60%, 4 x priority species score 40%, 3 x priority species score 20%, less than 3 scores 0%	20
PRICE: The price is not to exceed £120,000 ex VAT. The tender delivering the lowest fixed price will be awarded the full marks (i.e., 20 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 = 20 x lowest bid/ bid	20
Total Quantitative Score	40

9.1 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.

10 Tender returns

Please submit a response to this ITT by 17:00 on 31/03/23

Please send by email to **tenders@celticseapower.co.uk** with the following wording in the subject box: "ITT Response - Strictly Confidential. CFA Airborne LiDAR Surveys"

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

11 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.

12 Table of Appendices

1	2022 05 20 Consultancy Agreement
2	CSP Airborne LiDAR general target area – GIS Shapefile format
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