



Invitation to Tender

FLOATING OFFSHORE WIND SITE: ANCHOR BLOCKS REMOVAL

CELTIC SEA POWER

CSP/2021/TEN/02

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TITLE: ANCHOR BLOCKS REMOVAL FROM CELTIC SEA POWER FLOATING OFFSHORE WIND PROJECT SITE IN HAYLE IN CORNWALL

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CELTIC SEA POWER OFFSHORE WIND SITE IN HAYLE IN CORNWALL

ITT: REMOVAL OF CONCRETE ANCHOR BLOCKS

1. Introduction

Celtic Sea Power is the trading name for Wave Hub Development Services Ltd, a Cornwall Council company.

Celtic Sea Power ("The Vendor") is seeking to remove 6 concrete and steel anchor blocks from the Twin Hub Ltd operated Floating Offshore Wind development site at Hayle in Cornwall, together with all other mooring spread components, as part of the preparation for the future development, construction and operation of a floating offshore wind (FLOW) array.

The Vendor is seeking solutions which;

- Ensure the blocks are removed before 30th June 2022
- Maximise opportunities to remove the blocks before the end of 2021
- Use the expertise and experience of the successful contractor to maximise value through vessel and operational window choice.

The anchor blocks were installed in 2014 as foundations for the SeaTricity wave energy device and consist of 6 clump weights, 4 Outer Mooring square clumps at 23 tonnes (dry) / 15 tonnes (wet) and 2 Centre Mooring 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.

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 Celtic Sea Power Site by end of June 2022;
- 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.

The mooring spread is some 300m or so from the installed electrical infrastructure at the site – which comprises an export cable, hub and 4 x cable tails. A mission critical requirement for the successful contractor will be the minimisation of any potential damage to this infrastructure.

2. Celtic Sea Power Site and Anchor Block Condition

2.1. Celtic Sea Power & Anchor Block Site

The location and scale of the Twin Hub Ltd operated offshore site is at Figure 1 below:

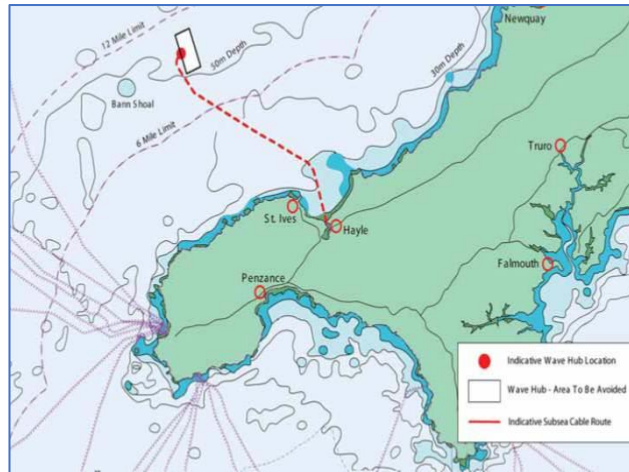


Figure 1 – Twin Hub Ltd Offshore Site

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

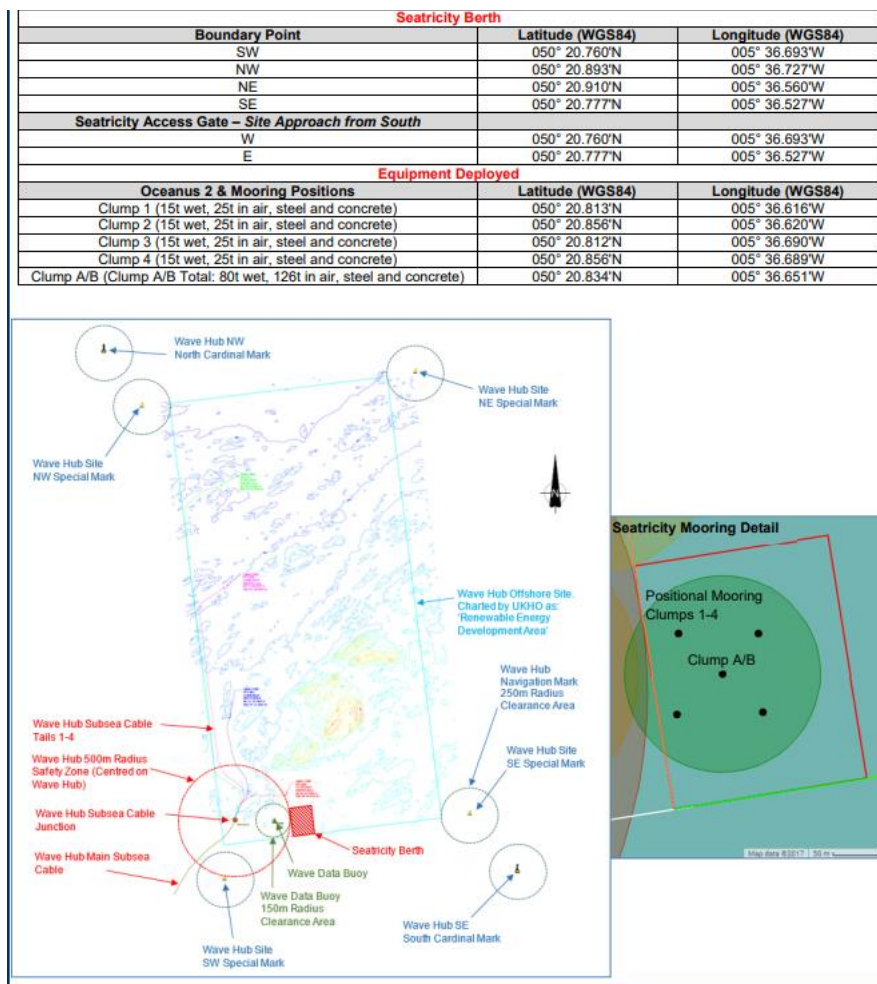


Figure 2 – As Laid Location of SeaTricity Anchor Blocks

2.2. Anchor Blocks

An ROV video survey of the blocks was carried out on the 17th September 2020 which showed that:

- Location – the current locations are different to the as-built record;

- Outer Moorings – 4 Items, 4 locations – 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.
- Centre Mooring – 2 items, 1 location – the lower of the circular clumps that make up the Centre Mooring has a lifting post that shows evidence of damage, although the exact nature of the damage is unconfirmed.

A survey report is included as Appendix 2 and video footage can be made available upon request.

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 4 Outer Clumps and 2 Main clumps on the seabed.



Figure 3 - Construction of Square Ancillary Clumps

There are two types of clump, 4 x square ancillary clumps of 23Te (dry) (SW,NW,NE,SE)(the Outer Clumps), and 2 x circular main clumps of total 80Te (wet) (Centre Clumps). The clump weights were manufactured from mild steel and filled with concrete without any reinforcing bars.

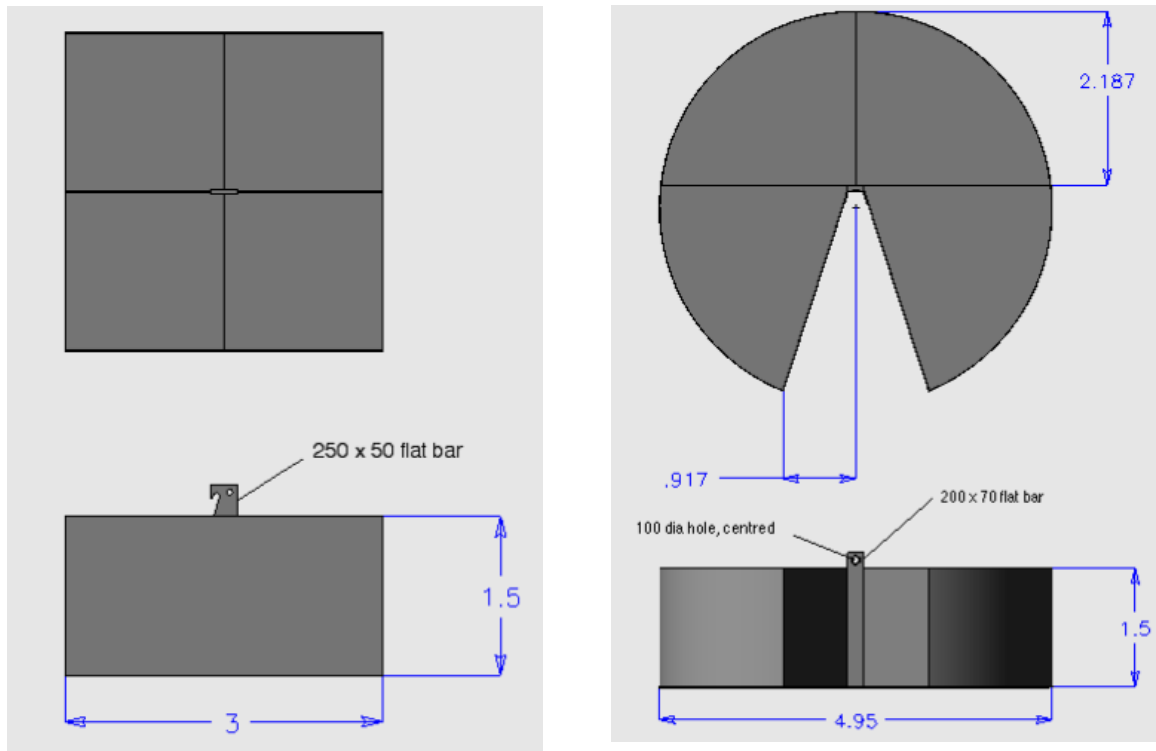


Figure 4 - Clump Design

An ROV survey carried out on the 17th of September 2020 showed that;

- The four Outer Clumps are close to their “As Laid” positions,
- The Centre Clump had 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

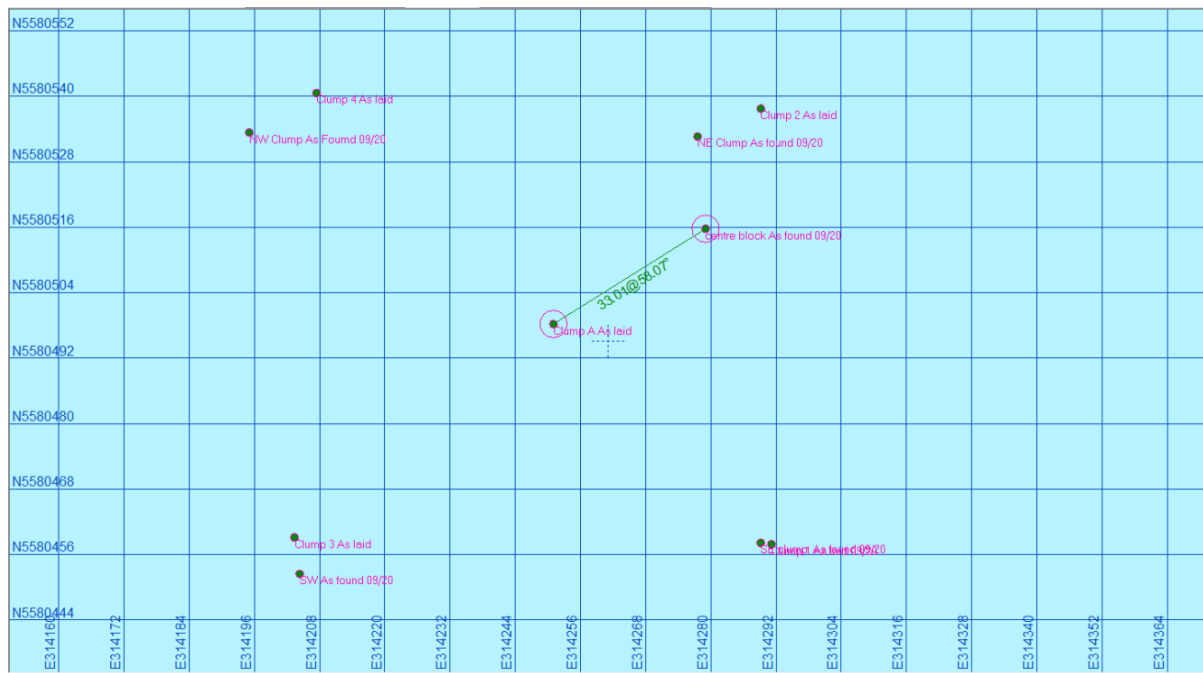
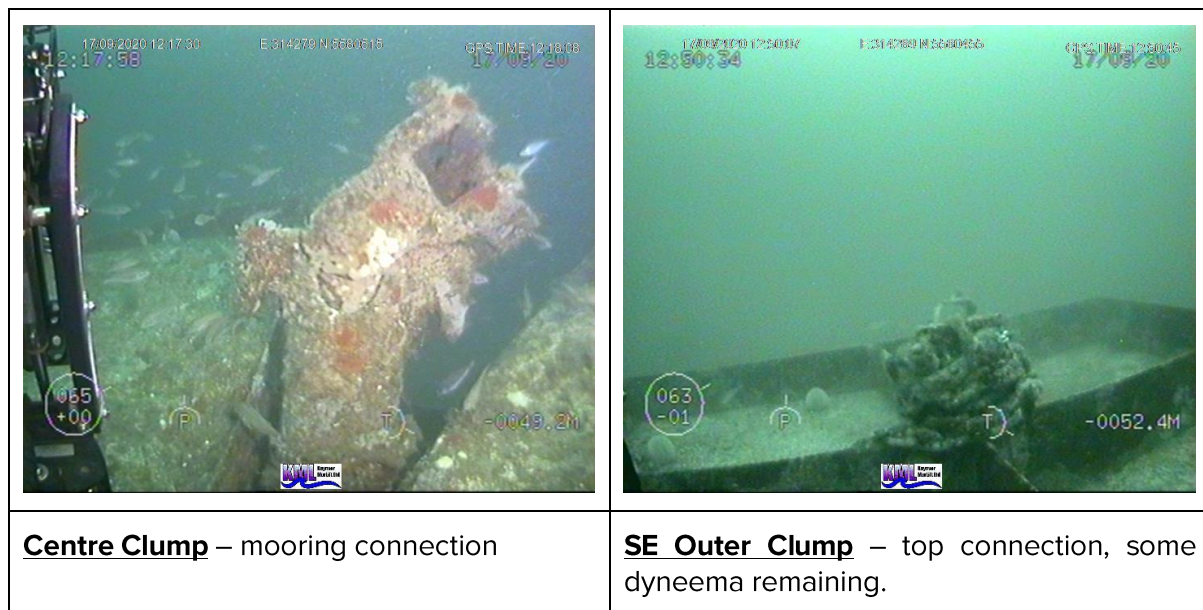


Figure 5 - Plotted Positions 17.09.20

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





SW Outer Clump – top connection



SW Outer Clump – top connection opposite angle



NE Outer Clump – top connection



NE Outer Clump – top connection opposite angle



NE Outer Clump – pellet buoys entangled



NW Outer Clump – top connection

| | |
|---|--|
|  |  |
| <p>NW Outer Clump – opposite angle</p> | <p>NW Outer Clump - dyneema bundle alongside</p> |

Figure 6 - Block Condition Images

It is important to note that the Centre Clump is constructed from two separate, cylindrical weights. The upper weight (shown in the decommissioning program document) has a separate lift point, indicated as a 100mm diameter hole within a 200 x 70mm vertical flat bar. Initial inspection suggests access to this appears to be suitable to connect a ROV or hydraulic operated shackle.

The lower of the two weights has a lifting post, onto which the main pump of the Seatricity device was formerly mounted. It appears that an h-link fitting is still attached to this post. The main concern is that the lower ballast block appears to have sustained damage, with the lifting post appearing to be inclined away from the centre of the weights.

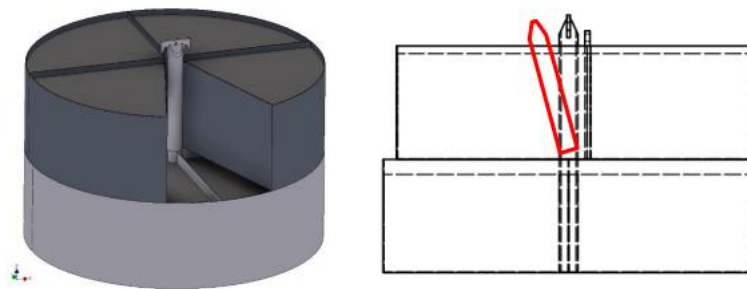


Figure 7 - Lower Lifting Post Schematic

The condition of the damaged post is currently un-known, but Figure 7 gives provides an illustrative schematic of the likely (but unconfirmed) damage based on the ROV survey imagery.

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,

- how the operation can be optimised to maximise weather windows,
- an analysis of weather risk with impact on durations,
- Contingency plan outlining how the project will be completed if any element of the primary method fails,
- lift plans in line with LOLER regulations,
- sea-fastening plan,
- 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 all legislation, industry standards, Contractors HSEQ policies and (if appropriate) ISO compliant systems. Any site operations shall be subject to the marine co-ordination requirements of Twin Hub Ltd, the operators of the Wave Hub Site.

3.2.2. Deliverables

Project & HSEQ Plan including;

- Risk Management plan including live risk register, including explicit description of how operational risks to the site's in place infrastructure, both electrical and buoyage, will be minimised,
- Emergency Response Plan,
- Project Quality Plan,
- Project Environmental Management Plan (including block disposal),
- COVID-19 Mitigation Plan

3.3. Project Execution

3.3.1. Operational Windows

The blocks must be removed by 30th June 2022. The Contractor shall use their expertise and judgement to select operational windows before this longstop date which minimises the risk of weather delay and vessel costs.

3.3.2. Requirement

Safely remove all 6 mooring clumps and weights 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.

3.3.3. 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 works 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 Works specified herein at the location specified and within the Contract programme.

All vessels should be covered by third party liability (or P&I Club) cover sufficient for their size, type and any special operations.

During offshore deployment, maintenance, inspection and recovery, Celtic Sea Power reserves the right to have a client representative onboard the Contractor's vessel to observe the works being carried out.

The Contractor shall make allowance for the client representative onboard the vessel at no additional cost to Celtic Sea Power. The client representative will abide by all instructions in relation to HSE from the Contractor when onboard the vessel

3.3.4. Subcontractors

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

3.3.5. 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

The works will be contracted in line with LOGIC GENERAL CONDITIONS OF CONTRACT (INCLUDING GUIDANCE NOTES) FOR SERVICES ON-AND OFF-SHORE or equivalent, appended as outlined in Appendix 3.

4.2. Fixed Price Works

The vendor requires a fixed price (exc VAT) for the completion of works inclusive of;

- 3.1 Design
- 3.2 Planning
- 3.3 Project Execution – Complete by 30th June 2022
 - All mobilisations, operations, surveys and demobilisations required to complete the works,
 - Any returns to site and or contingency operations,
 - Onward disposal of blocks,
 - All defect remedies,
 - All vessels, personnel, plant, equipment, fuel, lubs, port costs, permits, consumables, travel, subsistence and other expenses.

4.3. Weather Standby

The vendor recognises the risk of weather delay on operations post mobilisation and has undertaken its own site accessibility analysis. It is expected that the Contractor will use their skill and judgement to select operational windows which minimise post-mobilisation weather delay.

Notwithstanding this, the Vendor will accept the cost of up to five (5) days of post mobilisation weather standby and therefore seek a price per day (ex VAT) for weather standby.

4.4. Contract Price

The contract price (ex VAT) shall be;

Fixed Price Works + (Up to 5 weather standby days x Weather Standby daily price)

For the purposes of tender evaluation, the Maximum Contract Price (ex VAT) shall be;

Fixed Price Works + (5 x Weather Standby daily price).

The total cost to the Vendor shall not exceed the Maximum Contract Price.

4.5. Extension

In the event that it is in its best interests, the Vendor reserves the right to extend the longstop date of the 30th June 2022 by up to 3 months.

4.6. Contract Period and Validity of Prices

The Contract Period shall be from date of award to midnight on the longstop date, including any extensions. The Contract Price and Weather Standby Price shall remain valid during the contract period without increase or indexation.

4.7. Total Budget

The total indicative budget for these works is £400,000 GBP ex VAT. A schedule of payments shall be agreed with the Contractor at the project inception meeting.

5. Indicative Contract Timetable

| Milestone | Date |
|---|-------------------------|
| Publication of ITT | 03/09/2021 |
| Final date for receipt of clarifications | 10/09/2021 |
| Final date for response to clarifications | 15/09/2020 |
| Deadline to return the Tender to WHL | 17:00 22/09/2021 |
| Evaluation of Tender by Celtic Sea Power - commencement | 23/09/2021 |
| Successful and unsuccessful tenderers notified | 27/09/2021 |
| Project Inception Meeting | 01/10/2021 |
| Blocks Removed from site by | 30/06/2022 |
| Disposal complete | 30/06/2022 |
| Delivery of final reports | 31/07/2022 |

Table 1 - Contract Milestones

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 the Terms and Conditions of the Contract (Appendix 3 and 4.1 Contract)
- Confirmation that the tenderer will be able to meet the Corporate Requirements (see Section 9) to include confirmation that Data Protection, 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 9.B and, if successful, supporting documentation will be provided as evidence
- Conflict of interest statement in accordance with 9.L

B - Project proposal (six sides of A4 maximum)

With respect to Section 3 – Scope of Work, describe how you will;

- Design, plan and execute a method to recover the blocks and clear the site,
- Develop contingencies to manage failure of primary methods, delays, equipment failures and other factors.
- Manage weather windows, vessel and plant availability to ensure the works are completed on time and within budget,
- Manage risk throughout the project. Please provide an assessment of the top three risks and your proposed mitigations.

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, HSEQ Performance and ability to effectively deliver the Scope of Work within budget.

E - Price

With reference to section 4, provide a schedule of costs in line with the table below.

| Item | Price (ex VAT) |
|-----------------------------------|----------------|
| 4.2 Fixed Price Works | |
| 4.3 Weather Standby Price per Day | |

Table 2 - Schedule of Prices

F – Tender Timetable

The anticipated timetable for submission of the Tender is set out below:

| Milestone | Date |
|--|-------------------------|
| Publication of ITT | 03/09/2021 |
| Final date for receipt of clarifications | 10/09/2021 |
| Final date for response to clarifications | 15/09/2020 |
| Deadline to return the Tender to Celtic Sea Power | 17:00 22/09/2021 |
| Evaluation of Tender by Celtic Sea Power - commencement | 23/09/2021 |
| Successful and unsuccessful tenderers notified | 27/09/2021 |
| Project Inception Meeting | 01/10/2021 |

Table 3 - Tender Timetable

8. 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: tenders@celticseapower.co.uk by **10/09/2021** and strictly in accordance with the Timetable in Table 3 - Tender Timetable.

Responses to clarifications will be anonymised and uploaded by Celtic Sea Power to Contracts Finder and will be viewable by 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 Celtic Sea Power 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.

9. Corporate Requirements

A - Introduction

Celtic Sea Power 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 or cover of not less than £10,000,000 (ten million pounds) for each and every claim, whichever is the greater;
- 2) Third party and products liability insurance (covering all equipment deployed) for any incident or series of incidents with cover of not less than £10,000,000 (ten million pounds)] for each and every claim;
- 3) Professional indemnity insurance with cover of 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.

C1 - 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.

C2 - Freedom of Information

Celtic Sea Power 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. Celtic Sea Power 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.

C3 - Prevention of Bribery

Tenderers are hereby notified that Celtic Sea Power 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.

C4- Health & Safety

The Contractor 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

Celtic Sea Power 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 Celtic Sea Power 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 Celtic Sea Power Ltd.

K - Document Retention

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

10. 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 in Section 9 Corporate Requirements | Pass/ Fail |
| Ref 7.B Project Proposal | 40 |
| Design, plan and execute a method to recover the blocks and clear the site | 15 |
| Develop contingencies to manage failure of primary methods, delays, equipment failures and other factors | 10 |
| Manage weather windows, vessel and plant availability to ensure the works are completed on time and within budget | 10 |
| Manage risk throughout the project. Please provide an assessment of the top three risks and your proposed mitigations. | 5 |
| Ref 7.C Project Team | 10 |
| Relevant experience of the staff | 10 |
| Ref 7.D Expertise | 10 |
| Three examples of the most relevant offshore works. | 10 |
| Ref 4 Contract and Budget | 40 |
| 4.2 Fixed Price Works | 30 |
| 4.4 Maximum Contract Price | 10 |
| For each of the prices provided, the lowest price 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. | |

Table 4 - 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. |

Table 5 - Scoring Matrix

During the tender assessment period, Celtic Sea Power 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.

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

11. Tender returns

Please submit the Tender document by email by 17:00 on 22/09/2021.

Please send by email to **tenders@celticseapower.co.uk** with the following wording in the subject box: "Tender - Strictly Confidential. CSP/2021/TEN/02 CELTIC SEA POWER ANCHOR BLOCKS REMOVAL"

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

12. Disclaimer

The issue of this documentation does not commit Celtic Sea Power (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'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 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.

Appendix 1 – Seatricity Decommissioning Plan

Attached as PDF

Appendix 2 – Visual Survey Report

Attached as PDF

Appendix 3 – Contract

Link to example of LOGIC GENERAL CONDITIONS OF CONTRACT (INCLUDING GUIDANCE NOTES) FOR SERVICES ON-AND OFF-SHORE

<https://www.logic-oil.com/sites/default/files/documents/FINAL%2015.2.19%20Offshore%20Services%20Edition%204.docx>

Additional Clauses

1. Data Protection

1.1 The Data Protection Legislation is the General Data Protection Regulation (EU 2016/679), the Data Protection Act 2018 (as amended), the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018) and any other laws or regulations relating to privacy or personal data applicable in England and Wales.

1.2 Personal Data are any data relating to an identified or identifiable individual that are within the scope of protection as "personal data" under the applicable Data Protection Legislation.

1.3 Agreement Personal Data is any Personal Data to be processed by either party in accordance with this Agreement.

Controller, processor, data subject, processing and appropriate technical and organisational measures are as defined in the Data Protection Legislation.

1.4 For the purposes of this contract and the Data Protection Legislation, when processing Agreement Personal Data in accordance with this Agreement:

- the Company is a controller and
- the Contractor is also a controller.

In the event that during the term of this Agreement, the Contractor processes any Agreement Personal Data as a processor on behalf of the Company, the parties shall, acting reasonably and in good faith, enter into such additional provisions as are necessary to ensure that Company's appointment of the Contractor as a processor complies with the requirements of the Data Protection Legislation.

1.5 Both parties shall comply at all times with the Data Protection Legislation when processing Agreement Personal Data which shall include but not be limited to, where applicable:

- a) promptly informing a competent supervisory authority or affected data subjects of a personal data breach where required under the Data Protection Legislation;
- b) providing data subjects with required information under the Data Protection Legislation's transparency requirements;
- c) implementing and maintaining appropriate technical and organisational measures to protect the Agreement Personal Data (including by recognizing the particular sensitivity of and risk associated with special category data) at all times against unauthorised or unlawful processing, accidental loss, disclosure, improper use, damage or destruction;
- d) complying with any data subject's valid rights requests regarding the processing of their Personal Data; and

e) only processing Agreement Personal Data where the party has a valid lawful basis to do so.

1.6 Both parties agree not to do, or fail to do, or permit to be done, anything which causes the other party to be in breach of its obligations under the Data Protection Legislation.

1.7 Both parties shall establish and maintain a lawful basis for processing the Agreement Personal Data in accordance with the Data Protection Legislation and, where a party no longer has a lawful basis to process all (or part of) the Agreement Personal Data, the party shall permanently and securely delete all the relevant parts of (as applicable) the Agreement Personal Data.

1.8 On written request, each party shall provide (and, if it is updated, shall continue to provide throughout the term of this Agreement) the other party with the party's privacy policy so that the other party may provide said policy to data subjects on request in order to fulfil transparency related obligations or other obligations under the Data Protection Legislation.

1.9 Each party shall provide reasonable cooperation and assistance to the other party to enable the latter party to fulfil its respective obligations regarding Agreement Personal Data under the Data Protection Legislation, including but not limited to:

a) promptly and without undue delay notifying the other party in the event of any personal data breach involving Agreement Personal Data, including providing reasonable assistance as is necessary to each other to facilitate the handling of the personal data breach in an expeditious and compliant manner in order for the other party to comply with its obligations in accordance with the Data Protection Legislation; and

b) promptly and without undue delay notifying the other party if the party receives a dispute or claim brought by a data subject or a competent supervisory authority concerning the processing of Agreement Personal Data and the other party shall provide reasonable assistance to the party in relation to the dispute or claim.

2 Freedom of information

2.1 In this Agreement, the terms Information, Environmental Information and Request for Information shall have the meanings set out in the Freedom of Information Act 2000 (FIA 2000) or the Environmental Information Regulations 2004, SI 2004/3391 (EIR 2004) as applicable.

2.2 The Contractor acknowledges that the Company is subject to the requirements of the FIA 2000 and the EIR 2004 and shall promptly and fully assist and cooperate with the Company to enable the Company to comply with its obligations in respect of those requirements.

2.3 Where the Contractor receives a Request for Information it shall:

(a) inform the Company of its receipt as soon as reasonably practicable, and in any event no later than 2 working days of its receipt; and

(b) provide a copy of the Request for Information to the Company, together with all other information as the Contractor considers reasonably relevant to the request within 5 working days of receipt of the Request for Information by the Contractor.

2.5 The Contractor shall not respond directly to a Request for Information unless expressly authorised to do so by the Company in writing.

2.6 While the Company may, if practicable and appropriate, consult with the Contractor in relation to whether any information relating to the Contractor or this Agreement should be disclosed as part of a response to a Request for Information, the Company shall ultimately be responsible for determining in its absolute discretion whether any Information or Environmental Information will be disclosed and whether any exemptions apply.