



CELTICSEAPOWER
NERTHMORKELTEK

Invitation to Tender – Celtic Sea Data Hub Creation

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1 Introduction

Wave Hub Development Services Ltd, trading as Celtic Sea Power (CSP) are a 100% subsidiary of Cornwall Council. As part of an ERDF-funded project, we require suitably competent service providers to develop a data portal for the sharing and dissemination of non-regulated data which, in turn, supports the development of Floating Offshore Wind in the Celtic Sea. A brief general project description is provided below:

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

Celtic Sea Power (CSP) has an ambition to own the central data repository for the whole Celtic Sea for Floating Offshore Wind (FLOW). By partnering with developers and other stakeholders, CSP believe that this can provide a strategic advantage not only to themselves, but to all of those involved, reducing data re-collection, pre-emptively identifying data to be acquired.

2 Scope of Work

The data held are intended to be used throughout the whole development lifecycle, with a strong focus on the planning phases; resource assessment, early feasibility assessments, consenting, bid preparations and so on. Whilst the developers will be the main early users and contributors of data, many other stakeholders such as the Crown Estate, academic researchers, regional industrial groups and related consultancies, media and the general public are all expected to need to access the data for different purposes.

Therefore, CSP have decided to tender for the construction of a Data Portal. This section of the document outlines the requirements of the Portal.

2.1 Definitions

Archive	High-durability storage for difficult to replace data.
Celtic Sea	Area of sea between the South-West of England, South Wales and East Ireland
CSP	Celtic Sea Power
CSV	Comma-Separated Values – A text format for numerical tables. In this document it includes files with various field delimiters, such as semi-colons or other single characters.
Data Entry	An item consisting of a file or collection of files that has data of a particular type relating to a specific place and time.



Developer	Floating Offshore Wind Farm Developer – a company intending to develop a floating offshore wind farm in the Celtic Sea.
FLOW	Floating Offshore Wind
(Data) Portal	The system being specified by this document to hold, visualize and otherwise make accessible various data about the Celtic Sea.
Ingested Data	Data as originally supplied to the system.
Researcher	An academic researcher into the assessment, construction, development, operation and decommissioning of floating offshore wind farms.
Shapefile	Sometimes known as ESRI Shapefile after the company that originated the format. A format for Geographically-linked, or pure geographic data. It consists in a collection of files with the same filename within the same directory.
Supplier	The company selected to develop and maintain the Portal.
Users	Users of the Portal.
Wind Rose	A commonly used graphical display for summarizing wind data at a fixed point in space, over time.

2.2 Requirements

2.2.1 Data

The survey campaigns to be run by Celtic Sea Power, and the data resulting from these, are detailed in the attached spreadsheet at appendix 2.

Each Data Entry shall have the following properties:

Originator	The User that uploaded the Files and Source Files, including the organization of which they are a part.
Permit	Link to zero to many documents specifying the permissions or agreement by which this Data Entry is held on the Portal. It must be possible for the default Permit for each user to be set, so that when, for example, a developer uploads data, the Permit from that Developer can be shown to CSP Users when deciding whether to grant permissions to others in the future. This information should only ever be visible to the Originator and CSP Users.
Class	The type of information being held. These classes are simply text labels and will need to be definable by those uploading the data. After data ingest, it must be possible to re-assign the class, and it must be possible to merge classes of data (for example, where two users upload data of the same class but label it differently).
Description	A free-text description of the data set, editable by the Originator and CSP Users.



Location	<p>The geographic position which the data pertains to. This may be a point, or an area defined by a polygon. This must be definable by typing in WGS84 Lat/Long co-ordinates for a point or the vertices of the polygon, or selecting the point or defining the polygon on a map.</p> <p>The icon for marking the data location, or outline line properties and fill for the polygon for the data location, shall be settable here. Consult with CSP during development around suitable options.</p>
Time period	The date, or more commonly, date range, to which the data belongs.
File Type	The file type may be either "Data", "Shapefile" or "Image".
Files	Files that contain the data. Only if the File Type is "Shapefile" or "Image" will the Portal need to use this data – otherwise it simply stores the Files and allows those users with permissions to download the Files.
Source Files	For some Data Entries, there will be Source Files from which the Files are derived. These Source Files will need to be held by the portal, but it is not anticipated that they will need to be accessed more than once a year, and it's acceptable for them to require days to retrieve. These files should only normally be visible to the Originator and CSP Users; other users should require special permission to see this, over and above the permission to access the Files.
Sale Price	Whether this data is available for sale or not, and if it is, the price at which it is available for (see 2.4.2). This property must not be shown to Developers when uploading or editing a Data Entry and must only ever be adjustable by CSP Users.

It is anticipated that Developers will also be sharing data from similar surveys to the CSP Flidar survey, from across the area. Eventually, the Data Portal will be scaled to be able to hold data from at least 100 different grid points across the area.

2.2.2 Data Ingest

2.2.2.1 SFTP

The CSP campaign data shall be supplied on an SFTP server in 7-Zipped format, with a username and password allocated for the Portal to use to download the data. Directories on the server will need to be checked periodically (at least every hour) for new data, and any new data automatically downloaded and stored in the Portal.

The 7-Zipped file will need to be extracted, and the filenames mapped to the Class of each Data Entry. New data shall be appended as a new File for each Class. The File Type shall always be "Data". The Location shall be defined and remain constant, and upon ingest, the end of the Time Period for each Data Entry shall be extended to the creation time of the 7-Zip file on the SFTP server.

It must be possible to stop this process in the future when the campaign is complete.

It should be possible to specify other datasets to be ingested in this way in the future as well.



2.2.2.2 Manual upload

Data may be supplied by directly uploading or providing a URL to the Portal for files, or Zip / 7-Zip / GZipped TAR files containing one or more files. Where a ZIP, 7-ZIP or GZipped file is uploaded, it must be possible to split the files in the upload into multiple Data Entries, for example to assign different Classes or Locations to each. Equally, the files may need to all be attached to a single Data Entry, such as in the case of Shapefile data where multiple files are providing a single coherent set of information. Files may need to be attached to either new or existing Data Entries.

Also, Source Files will need to be supplied by manual upload in the same manner and may be attached to either new or existing Data Entries.

2.2.2.3 NetCDF – ERA5 ECMWF free data

There is worldwide data of interest that is held by the European Centre for Medium-Range Weather Forecasts (ECMWF), through their [freely accessible API](#).

It must be possible to set up continuous download of individual datasets from this API, picking up the last month's data when it is available and appending it to a Data Entry, as per the SFTP ingest route (updating the Date Range as appropriate).

At present the expected dataset to be downloaded is [here](#), but it must be possible to support other datasets too.

The interface for specifying these downloads need only be available to CSP Users, and can require careful use (for example, copy-pasting the contents of the "Show API Request" box on the ECMWF website into the Portal).

2.2.3 Data Processing

It is desirable to have the [Jupyter Notebook platform](#) on the server for CSP users to access. When working in Jupyter, they must have read-only access to the Files attached to Data Entries on the system, space to process the files into images/other derived visualisations or numerical summaries, then ability to download output files to local computer for later upload in right part of Portal. It is acceptable for CSP Users to need to execute special commands on the Jupyter environment to retrieve data sets, provided that it is clear what those commands are, and that the retrieval is from a location close on the network to the Jupyter environment.

It must be possible for CSP Users to upload files to the Jupyter environment from their local computer.

It must be possible for CSP Users to identify where File attached to a Data Entry in the main Portal web interface is stored for the Jupyter environment.

Users who are not CSP Users must not be able to access the Jupyter environment.

The Jupyter Environment will also require wider internet access to be able to reach source control tools and other resources on the internet.



2.3 Anticipated Users

There are several classes of users of the Portal, with different requirements and expectations.

2.3.1 Celtic Sea Power

CSP are the owners of the system and will be the ones creating and closing User accounts. CSP Users are the only Users that are able to grant or deny access to different data sets and must be able to access all data within the system. When granting or denying access to different data sets, the usage rights documents (Permit on the Data Entry) should be on hand within the system for CSP Users to refer to.

CSP Users shall upload data to the Portal.

CSP Users are the only users who need to be able to access the audit records on the system.

2.3.2 (Floating Offshore Wind Farm) Developers

Developers are those with the main interest in the data; they are experienced in handling all of the different types of data in the Portal, and do themselves maintain systems in which they hold data of this kind. For the most part, developers will be accessing the Data Portal to download data that they have access to through their data sharing agreements.

Developers shall upload data to the Portal.

2.3.3 Researchers, Hydrographic Office, EIA Decision-Makers and others

As a critical new source of energy, floating offshore wind is subject to substantial academic research. To facilitate this research, CSP anticipate sharing specific portions of data with specific researchers for their use. They will be accessing the Data Portal to download data only – they are not expected to upload data.

2.3.4 General Public

Some of the datasets held on the Data Portal are funded from public monies, and as such are required to be made available in summary and in a comprehensible form to the general public. It is expected, therefore, that there will be a specific public-facing interface for the Data Portal which makes information available for general access with no restrictions or the need to create accounts.

2.4 Data Access Requests

2.4.1 Requests

All Users except for the General Public shall be able to see all of the Data Entries available on the Portal, even where they do not have permission to download the Files or Source Files attached to the Data Entry. Where they do not have permission, they shall be able to request access to specific Data Entries.

When a User makes such a request, an email notification shall be sent to all CSP Users, informing them of the request. A CSP User shall then be able to log in to the Portal to grant or deny the request. Upon



the request being granted or denied, a polite email notification to that effect shall be sent to the requesting User and copied to the CSP User who granted or denied the access.

2.4.2 Data Purchase

Future data may well be of interest to a range of parties, who could be required to pay to access the data. Initially no data on the Portal will be available for sale, however a mechanism is required which enables this option to mark future data as available for sale.

The price of data is likely to be in the order of £10k to £500k, so a suitable payment mechanism should be designed for this value of data.

2.5 User Interface Expectations

2.5.1 Data Access and Visualisation

2.5.1.1 GIS Interface

The primary interface for data access shall be map-based, with the map showing the [ESRI Ocean Base Map](#) or similar. Typical map interactions such as zooming, panning, etc shall be available to Users. The bounds of the map shall be approximately twice the geographic area of the Celtic Sea in both North-South and East-West directions.

It shall be possible for Users to see all Shapefile datasets available to them as layers on the map. Users shall also be able to download those Shapefiles.

It is desirable for Users to be able to add Shapefiles stored on their own device to the map.

Users shall be able to change the order of layers on the map. Users shall be able to turn layers on and off.

The geographical position of Data Entries shall be presented as a layer with markers or polygons as appropriate; it shall be possible to turn these on and off or remove those to which the User does not have access to the Files.

During the development of the Portal, CSP shall specify which layers should be on by default for the map.

Where available numerical datasets are in view, they should be listed somewhere on the page, with the option to navigate to each dataset. When the User selects a marker or polygon of a Data Entry, the Data Entries that link to that area or marker point should be highlighted to the User.

2.5.1.2 Image Data Entry Interface

Where Images have been attached to a Data Entry, when the Entry is selected by the user, it should be possible to view those images in a tab or popup.



2.5.1.3 Files and Source Files Interface

Where Files have been attached to a Data Entry, when the Entry is selected by the User, it should be possible to download those Files if the User has permission to access them.

If the User does not have permission to access the Files, it should be possible for the User to request access to the Files at this point.

CSP Users should be able to request a download of the Source Files at this point, but it is understood that this may take some retrieval time and perhaps be completed by an email transaction containing a download link, sent at a later time, or some other less time-sensitive mechanism than instant browser download.

2.5.2 Public Data Access

The public data access shall only be through Shapefiles and Images of data; access to Files and Source Files shall not be available to the general public.

2.5.3 Branding

The Data Portal needs to be very clearly owned and operated by Celtic Sea Power; it is not acceptable for the interface to have other company names or brands within the experience for any users. It is also preferable for URLs to only include CSP branded locations, but allowance may be made if there is a significant cost difference here.

2.5.4 Access Methods

The Data Portal need only be accessible via web browser; no other interface method is anticipated. Where large data downloads need to occur, they should be compressed to the smallest feasible accessible size (for example with 7-Zip or other compression).

2.5.5 Responsive Design

The Portal's interface is required to be of responsive design. The public-facing portion of the Portal shall be designed for full responsiveness, from a page width of 375px up to 1920px. The remainder of the Portal shall be designed for screen widths of 768px to 1920 px.

2.5.6 Accessibility

It is required that the public-facing portion of the Portal meet the [WCAG 2.1 AA accessibility standard](#). It is desired that the remainder of the Portal be designed as far as reasonably possibly to meet that standard as well, although it is not essential.

2.5.7 Speed of operation

All public facing portions of the Portal can be assessed with Google PageSpeed Insights, and are expected to reach a performance score of at least 60 on mobile, and 80 on desktop.

The remainder of the Portal should also be performant, with page rendering times no more than twice those of the public section of the Portal.



Where interactions are not expected to be instant, for example in downloading or uploading large portions of data, mechanisms shall be designed and implemented to allow ongoing interaction with the Portal whilst those operations continue in the background.

2.6 Non-Functional Requirements

As the data being held is for the most part business data, rather than critical infrastructure data or personal data, it is not a regulated area.

2.6.1 Data Storage Location

All data must be held in the UK or EU for compliance with funding.

2.6.2 GDPR

GDPR does apply to the personal data held with respect to users of the system, and so compliance with GDPR shall be required regarding this data. No special category data shall be held by the system. Celtic Sea Power shall be the data controller for this purpose, and facility shall be included by the supplier to allow individual users to exercise their rights to be informed, access, rectify, erase, restrict processing of and transport their personal data out of the Portal.

The Portal shall not include any general usage analytics that can be deanonymized to individuals. Given the limited number of users, particularly in the early days, this may restrict any analytics used in the system to the public facing elements of the Portal.

It is required that the Portal maintain records of personal data access for audit purposes, and therefore there will be some personal data that will be required to be maintained as a matter of contract between Users and CSP.

2.6.3 Audit requirements

It is required that the Portal maintain records of the downloads and uploads of all Files and Source Files conducted by all Users except for the General Public.

It is required that the Portal maintain records of which and when CSP Users grant and remove access to Data Entries for other Users. This includes recording which and when CSP Users grant access to Data Entries for the General Public.

As and when purchase is integrated to the system, the Portal must maintain records of who and when Users purchase access to particular Data Entries.

Audit records should be maintained for a minimum of 10 years.

2.6.4 ISO 27001

It is not required that the supplier deliver and maintain the Portal certified to ISO27001, but in the future CSP may seek certification to ISO27001 for the management of the data held in the Portal, so the Supplier should be mindful of this when developing the Portal.



2.6.5 Concurrent Users

The Portal is expected to have at most 10 concurrent Users. If load does increase, the General Public should be of lowest priority in serving requests.

2.6.6 Availability

High availability of the Portal is not mission-critical to either CSP or any of the Users. Whilst generally reliable operation is expected, an availability in the order of 99.9% in any one year and 99.5% in any one month is acceptable.

2.6.7 Durability

The data held by the system is expensive and time-consuming to acquire. Should it be lost completely, re-surveying could take a year or more, and consequently delay the construction of wind farms by many years. Therefore, high integrity of the non-personal data is essential; 99.99999999% (11 9's) durability within any given year is currently industry standard for cloud services, and expected from the Portal. As the non-personal data is not regulated, it is expected that international geographic diversity shall be included in the data durability architecture for all Files and Source Files attached to Data Entries, and the Data Entries themselves.

3 Development Plan

The development of the Portal is to be staged according to this plan, or one with more milestones incorporating these:

1. For the first delivery, SFTP ingest and data download is to be prioritised. Whilst the map interface is not essential at this stage, all functions relating to the Portal ingesting and Users downloading the data set are necessary at this stage, as is some kind of access for the General Public. User management is therefore important at this point.
2. For the second delivery, is the uploading data manually is required, along with incorporating the map interface and all related functions. Audit records must be included at this point.
3. For the final delivery, all remaining functionality should be completed.

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

3.1 Meetings

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

Meeting	Location or Remote Methods	Duration
Kick off/ Project Inception Meeting	MS Teams or similar	4 hours
Project progress report – first delivery	MS Teams or similar	4 hours
Project progress report – second delivery	MS Teams or similar	4 hours
Delivery meeting – third delivery	MS Teams or similar	4 hours



Up to 3 additional Ad Hoc meetings as needed	MS Teams or similar	2 hours per meeting
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4 Contracting and budget

4.1 Contract

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

Celtic Sea Power cannot accept any material changes to the terms and conditions of contract post award. Any contract clarifications must be dealt with during the tender process and should be submitted before the deadline for clarifications as specified in section 5.

4.2 Budget & Price

The total available budget to complete the scope of work is **£50,000 excluding VAT** for all elements of work identified within this ITT.

Tenderers are to provide a fixed price proposal to complete the Scope of Work (section 2) in line with the development plan (section 3). This should **include** any and all assumptions relating to travel, subsistence and expenses associated with the delivery of the scope but **exclude** VAT.

4.3 Variations

CSP reserve the right to request contract variations should unforeseen circumstances require. Please provide a breakdown of hourly rates for named individuals to meet such variations and details of any discount/rebate schemes that may be applicable if certain criteria are met. For the avoidance of doubt, these rates shall not be scored as part of this ITT evaluation.

4.4 Confidentiality

All information supplied to you by Celtic Sea Power, including this ITT, and all other documents relating to this procurement process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or Subcontractors strictly for the purposes only of helping you to participate in this procurement process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

You shall not disclose, copy, or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any Contract unless the Client has given express written consent to the relevant communication.

This ITT and its accompanying documents shall remain the property of Celtic Sea Power and must be returned on demand.



Celtic Sea Power reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with CSP. CSP further reserves the right to publish the Contract once awarded and/or disclose information in connection with Contractor performance under the Contract in accordance with any public-sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by CSP in accordance with such rights reserved by it under this paragraph.

5 Tender submission requirements

All tenderers are to include the following in their submissions.

5.1 Covering letter to include:

- Contact name for further correspondence.
- For consortium bids, confirmation of which consortium member will lead which work package.
- Confirmation that the tenderer has the resources available to meet the requirements outlined in this ITT and its timelines.
- Confirmation that the tenderer accepts the Terms and Conditions of the Contract including, if relevant, any CSP clarifications issued during the tender process. .
- Confirmation that the tenderer will be able to meet the Corporate Requirements to include confirmation that Equality and Diversity, Environmental and Data Protection policies are in place and, if successful, supporting documentation will be provided as evidence.
- Confirmation that the tenderer holds current valid insurance policies and, if successful, supporting documentation will be provided as evidence.
- Conflict of interest statement in accordance with Section 7.3.11 – Corporate Requirements – Conflicts of interest.

5.2 Project Proposal to include:

- How you will deliver the scope of work in line with the development plan.
- 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

5.3 CVs and Key individual profiles

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



5.4 Expertise

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

6 ITT Response Timeline

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

Milestone	Date	Time
ITT Published	20/05/2022	N/A
Deadline for clarifications	27/05/2022	17:00 BST
Clarifications posted by	06/06/2022	17:00 BST
Deadline for Submission	15/06/2022	17:00 BST
ITT Appraisal Complete/ Contract Award	WC 20/06/2022	N/A

6.1 ITT clarifications

Any clarification queries arising from this ITT which may have a bearing on the offer should be raised by email to: **tenders@celticseapower.co.uk** by 17:00 on 27.05.2022 and strictly in accordance with the Timetable above. CSP will endeavour to answer queries submitted before 28/05/2022 in a timely manner and would encourage bidders to request clarifications as they arise.

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

No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, contract, or other tender documents or as to any other matter or thing to be done under the proposed contract shall bind CSP unless such representation is in writing and duly signed by a Director/Partner of the tenderer. All such correspondence shall be returned with the Tender Documents and shall form part of the contract.

7 Corporate Requirements

7.1 Introduction

CSP wishes to ensure that its contractors, suppliers, and advisers comply with its corporate requirements when facilitating the delivery of its services. It is therefore necessary to ensure that the tenderer can evidence their ability to meet these requirements when providing the services under this commission.

All Tender returns must include evidence of the following as pre-requisite if the Tender return is to be considered.

7.2 Indemnity and Insurance

The contractor must affect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the contractor's obligations and liabilities under this contract, including but not limited to:



- 1) Employers' liability insurance with a limit of liability of not less than £2,000,000 (two million pounds).
- 2) Third party liability insurance for any incident or series of incidents with cover of not less than £2,000,000 (two million pounds) for each and every claim.
- 3) Professional indemnity insurance with cover of not less than £1,000,000 (one million pounds) for each and every claim.

All insurances shall cover for any one occurrence or series of occurrences arising out of any one event during the performance of this contract. The tenderer will be required to provide a copy of their insurance policies if successful in securing this contract.

7.3 Legislation

The contract will be subject to the following legislation:

7.3.1 Equality and Diversity

CSP is committed to providing services in a way that promotes equality of opportunity. It is expected that the successful tenderer will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. The tenderer will be required to provide a copy of their Equality and Diversity Policies/Practices if successful in securing this contract.

7.3.2 Environmental Policy

CSP is committed to sustainable development and the promotion of good environmental management. It is expected that the successful tenderer will be committed to a process of improvement with regard to environmental issues. The tenderer will be required to provide a copy of their Environmental Policies/Practices if successful in securing this contract.

7.3.3 Data Protection

The contractor will comply with its obligations under Data Protection Legislation (DPL), being the UK Data Protection Legislation and the General Data Protection Regulation (GDPR) and any other directly applicable European Union legislation relating to privacy.

The tenderer will be required to provide a copy of their Data Protection policy and privacy statement if successful in securing this contract.

7.3.4 Freedom of Information

CSP Ltd may be obliged to disclose information provided by bidders in response to this tender under the Freedom of Information Act 2000 and all subordinate legislation made under this Act and the Environmental Information Regulations 2004 (Freedom of Information Legislation). Tenderers should therefore be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. CSP will proceed on the basis of disclosure unless an appropriate exemption applies. Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.



7.3.5 Prevention of Bribery

Tenderers are hereby notified that CSP is subject to the regulations of the Bribery Act 2010 and therefore has a duty to ensure that all tenderers will comply with applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including, but not limited to, this legislation.

7.3.6 Health & Safety

The Consultant must at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements.

7.3.7 Exclusion

CSP shall exclude the tenderer from participation in this procurement procedure where they have established or are otherwise aware that the organisation, to include administrative, management or supervisory staff that have powers of representation, decision, or control of the applicant's company, has been the subject of a conviction by final judgment of one of the following reasons:

- Participation in a criminal organisation
- Corruption
- Fraud
- Terrorist offences or offences linked to terrorist activities
- Money laundering or terrorist financing
- Child labour and other forms of trafficking in human beings

7.3.8 Sub-Contracting

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

7.3.9 Content Ownership

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

7.3.10 Document Retention

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

7.3.11 Conflicts of Interest

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, please confirm within your tender submission whether, to the best of your knowledge, there is any conflict of interest between your organisation and CSP or its programme team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic, or other



personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

7.3.12 Adherence to European Regional Development Fund Publicity Guidance

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

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

[ESIF Branding and Publicity Requirements v6 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/614421/ESIF_Branding_and_Publicity_Requirements_v6.pdf)

8 Tender Evaluation Methodology

Each Tender will be checked for completeness and compliance with all requirements of the ITT. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria. Tender returns will be assessed on the basis of the following tender award criteria:

Ref Covering Letter 5.1	
Acceptable covering letter including confirmation of the requirements detailed at Covering letter to include: Celtic Sea Power cannot accept any material changes to the terms and conditions of contract post award. Any contract clarifications <u>must</u> be dealt with during the tender process and should be submitted before the deadline for clarifications as specified in section 5	Pass/ Fail
Ref Project Proposal 5.2	40
How the tenderer will deliver the scope across the itemised project development stages (no more than 6 sides A4 pages) An assessment of key risks associated with the work and how the team will work to support the identification, management, and mitigation of the risks	
Ref CVs & Key individual profiles 5.3	15
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	15
Two examples that the tendering firm has been involved with that relate to the work packages and the firm's role in each, demonstrating the tenderer's experience and ability to effectively deliver the requirements of the ITT to time and to budget (limited to 1 side of A4 per example)	
Total Quality Score	70
The tender with the lowest overall total fixed price sum for the billable work will be awarded the full marks (i.e., 30 marks) Other tenders will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = $30 \times \text{lowest bid} / \text{bid}$	30
Total Fixed Price Score	30

8.1 Assessment of the Tender

The reviewer will award the marks depending upon their assessment of the applicant's tender submission using the following scoring to assess the response:

Scoring Matrix for Award Criteria		
Score	Judgement	Interpretation
100%	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.
80%	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.
60%	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response.
40%	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to



		provide the goods/works/services, with little or no evidence to support the response.
20%	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
0%	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

Table 1 - Scoring Matrix

During the ITT response assessment period, CSP reserves the right to seek clarification in writing from the responders, to assist it in its consideration of the response. Responses will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria weightings in the table above.

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

9 Tender returns

Please submit a response to this ITT by 17:00 on 15/06/2022

Please send by email to **tenders@celticseapower.co.uk** with the following wording in the subject box: "ITT Response - Strictly Confidential. Celtic Sea Data hub proposal"

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

10 Disclaimer

The issue of this documentation does not commit CSP to award any contract pursuant to the tender process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between CSP or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement, or representation between CSP and any other party (save for a formal award of contract made in writing by or on behalf of CSP).

Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to the tenderers by CSP, or any information contained in CSP publications is supplied only for general guidance in the preparation of the tender response. Tenderers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by CSP for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.



CSP reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any time) under any circumstances will not render CSP liable for any costs or expenses incurred by tenderers during the procurement process.

11 Table of Appendices

1	2022 05 16 Consultancy Agreement
2	Data type/size/frequency
3	
4	