

# Celtic Sea Floating Offshore Wind – Industry Delivery Plans (A&M)

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# **1** Introduction

Celtic Sea Power Limited (CSP) are a 100% subsidiary of Cornwall Council. CSP's purpose is to maximise the once-in-a-lifetime economic opportunity that the Celtic Sea Floating Offshore Wind (FLOW) initiative Industry represents, with a potential GVA benefit as high as £1.96bn. The pipeline of FLOW projects in the Celtic Sea is now one of the three largest in the world. The associated total investment, of over £100Bn, represents the single largest economic development opportunity in the Celtic Sea region for decades. In order to maximise the benefits of this opportunity to Cornwall, we are considering the overall benefit to the Celtic Sea Region To help us deliver our objectives we are leading Cornwall's FLOW Strategic Sector Development Project.

# 1.1 Strategic Sector Development – through UK Shared Prosperity Funding

This project is funded by the UK Government through the UK Shared Prosperity Fund. Cornwall Council has been chosen by Government as a Lead Authority for the fund and is responsible for monitoring the progress of projects funded through the UK Shared Prosperity Fund in Cornwall and the Isles of Scilly.

The principal aims of this element of the project are to:

- Catalyse an increase in private sector capacity in key areas where there is significant opportunity. Such as through: Partnerships and Consortiums. Inward investment. Derisking intervention
- Provide focus on key market segments that are likely to provide the most relevant opportunities for deriving positive impacts for Cornwall, the wider region and the UK.
- Address the need to increase private sector capacity to achieve the sufficient scale required to maximise opportunities.

This procurement (which is one of a series expected to be released at regular intervals over the next six months) is intended to play its part in meeting these aims.

Project activities elsewhere in the program cover key strategic elements including Infrastructure, Ports and Grid; Streamlining Regional Consenting and Workforce Development. The outcomes of these work packages will underpin future work by the Cornwall FLOW Commission.

# 2 Anchors and Moorings – The Challenge and Opportunity

The delivery of Anchors & Moorings (A&M) for Celtic Sea Floating Offshore Wind (FLOW) presents a significant challenge. The size of the potential market arising out of The Crown Estates current Leasing Round 5 (4.5GW) is estimated to include the installation and maintenance of circa 1200 mooring lines, anchors and associated jewelry<sup>1</sup>, with a value in the region of £500m<sup>2</sup>. In addition, there is anticipated that moorings and services for wet storage facilities and the five early Test and Demonstration projects (400MW) will also be required.

In terms of meeting that market on our doorstep, there is experience and capability to deliver, However, there are questions around; balance sheet & risk (capacity); manufacture/ supply of sufficient quantities and sizes of chains and synthetics; vessel capabilities; standardization;

<sup>&</sup>lt;sup>1</sup> Anchoring and Mooring Market Projections – OREC <u>Piranha Hub (piranha-hub.com)</u> <sup>2</sup> CSP-Missing-Middle-PR7.pdf (celticseapower.co.uk)







impact on insurance costs. Insurance costs are predicted to be between 25% and 40% of ongoing Operational costs as cited in Anchoring and Mooring Workshop Notes Feb 2023 available on Piranha Hub (piranha-hub.com).

To help develop our strategic thinking, and inform future tactical thinking, it is crucial that we understand how the private sector might tackle this challenge, and what is needed to support that ambition.

CSP are therefore now commissioning technically credible outline delivery plans from the private sector that have the potential to develop and deliver commercially viable, industrial scale, Anchor and Mooring solutions to the Celtic Sea FLOW market.

CSP are aware that collaboration across businesses offer an opportunity to move towards delivery at the scale and speed required. Therefore, further background, access to other ITT's and the opportunity to engage with others, can be found via CSP's online tool, <u>Piranha Hub</u> (<u>piranha-hub.com</u>). Piranha is a new online platform that supports proactivity by capable companies keen to develop solutions in advance of an emerging market challenge. Piranha encourages the formation of partnership; provides relevant and practical information on the market challenge and updates on commercial opportunities.

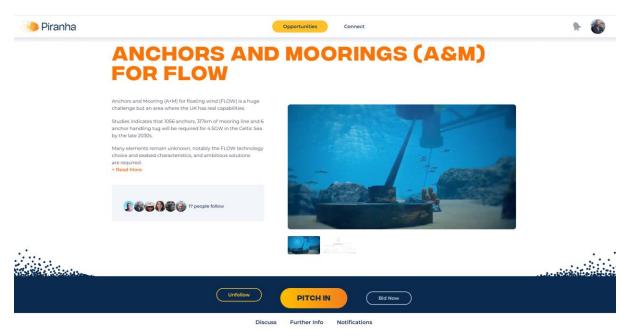


Figure 1 – Piranha







# **3** Scope of Work

# 3.1 The Objective

The main objective of this commissioned work is to enable private sector collaborative activity which has the potential to develop into technically credible and investible propositions capable of addressing key industrial scale Anchor and Mooring challenges in the Celtic Sea. The development of a "coalition of the willing".

# 3.2 The Deliverable

To provide Celtic Sea Power with the knowledge and data necessary to support strategy and intervention development, we require successful bidders to prepare an outline delivery plan which addresses the following.

# 3.2.1 Details of the companies and or organisations expected to work together

It is anticipated that the scale of the opportunity will require a number of organisations to work together on delivery. This could include operators, landowners, port operators, manufacturers, technology developers, investors, financial institutions, insurers and other parties with complementary capability and/or capacity.

The outline delivery plan should identify who will be involved and detail the most appropriate commercial relationship or vehicle that will be used to achieve requisite scale. It should also consider how this is anticipated to develop over time in order to become a realistic/ competitive option for the Giga-Watt (GW) scale FLOW market.

We would recommend using CSP's online tool <u>Piranha Hub (piranha-hub.com)</u> to find complementary organisations who share an interest in exploiting this opportunity.

# 3.2.2 The approach to developing commercial scale and a contract counterparty strategy

It is likely that the size of anchor and mooring contracts for FLOW will be significant. To this end, the delivery plan should consider how the participants will develop their commercial relationships, vehicles and/or investment strategies to be ready to offer credible and competitive commercial solutions to the GW scale FLOW market by the early 2030's.

This should include a commentary on appropriate business models, risk allocation, contracting strategies, inward investment requirements, required up-front investment (Development Expenditure), timelines and dependencies. This should include a development plan and Gantt chart. Early exploitation opportunities should be clearly identified.

# 3.2.3 Outline of the proposed technical and commercial solution being developed

The delivery plan should outline the proposed technical solution that is envisaged, and how that will be delivered commercially. Consideration should be given to plant, vessel, land, infrastructure, energy and workforce requirements.

There should be an early assessment of the likely cost base, pricing mechanisms and anticipated revenues associated with a GW scale solution alongside a commentary on how this can be optimised to provide an inherently competitive product. Consideration must be given to how the carbon impact of the solution can be minimised and/ or how the solution can deliver a "net gain" for social and environmental benefit.







### 3.2.4 An assessment and quantification of estimated requirements

The delivery plan should assess what would be required to deliver the proposed technical and commercial solution. The successful bidder should choose a method of assessment they consider appropriate, however the MoSCoW method is considered a minimum approach.

This is a prioritisation technique used in management, business analysis, and project management to reach a common understanding on the importance placed on the delivery of each requirement. The term MoSCoW itself is an acronym derived from the first letter of each of four prioritization categories: M - Must have, S - Should have, C - Could have, W - Won't have. An example is included as an appendix to this ITT.

Requirements considered should include, but are not limited to;

- Infrastructure building and land requirements, access and proximity to ports, road access, grid, other utilities.
- Plant, vessels, equipment, materials and manufacturing.
- Workforce people & competency, sub-contracts, apprenticeships/ training/ engagement with NEETs (young people Not in Education, Employment or Training).
- Regulatory and consenting requirements.

### 3.2.5 Barriers and challenges to delivery

The ultimate aim of securing industrial scale activity capable of servicing GW scale FLOW anchored in the region is ambitious and will present significant challenges.

Therefore, the delivery plan should present a comprehensive assessment of the barriers and challenges affecting the proposed solution. Alongside this, there should be commentary on proposed solutions. Where such solutions require the intervention of third parties, organisations, institutions and/ or Government, this should be clearly identified with any key dependency issues highlighted.

#### 3.2.6 Impacts

The delivery plan should provide an estimate of the social, environmental and economic impact of the solution on Cornwall, the Celtic Sea region, and the wider UK. It should clearly baseline the current impact footprint in Cornwall (if any) and how the fully developed solution will potentially affect this future footprint.

# 3.3 Intellectual Property (IP) and Commercial Exploitation

To ensure that the ultimate aim of industrial scale activity anchored in the region can be achieved, all foreground IP developed as part of this work will remain with the successful bidder to enable further commercial exploitation. Celtic Sea Power will require a licence for this IP for the purpose of supporting further strategic development.

If there is no evidence of further commercial exploitation within twelve months of delivery, the ownership of the foreground IP will revert to Celtic Sea Power.

Further detail is contained in the Service Agreement at Clause 6.

#### 3.4 Timeframes

Delivery of the outline delivery plan is to be within two calendar months of contract award.









# 4 Contracting and budget

# 4.1 Contract

It is intended to engage the successful tenderer using CSP's Service Agreement. A template is appended to this ITT as appendix 1.

CSP 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 6.

# 4.2 Budget and Price

This work should be delivered for a fixed price payable upon delivery. The budget for this work is not to exceed £30,000 excluding VAT, £36,000 including VAT.

# 4.3 Confidentiality

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

CSP 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:

- a. Contact name for further correspondence.
- b. Confirmation that the tenderer has the resources available to meet the requirements outlined in this ITT and its timelines.
- c. Confirmation that the tenderer accepts the Terms and Conditions of the services agreement including, if relevant, any CSP clarifications issued during the tender process.







- d. 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.
- e. Confirmation that the tenderer holds current valid insurance policies and, if successful, supporting documentation will be provided as evidence. Section 6.2
- f. Conflict of interest statement in accordance with Section 6.3.11 Corporate Requirements Conflicts of interest.

# 5.2 Proposal

Please provide a proposal detailing how you will meet the Scope of Work detailed in Section 3. This should include, but not necessarily be limited to, the following.

# 5.2.1 Details of the companies and or organisations expected to work together

The proposal should identify who will be involved, what their relationship to the lead bidder currently is.

The lead bidder should include evidence of established relationships which could include Memorandum of Understanding, Letters of Intent, Service Agreements etc. (max 2 sides of A4. Evidence may be submitted as appendices to the tender providing clear references are included within the two page limit).

# 5.2.2 The approach to developing commercial scale and a contract counter-party strategy

The proposal should outline early thinking on how the lead bidder and participant organisations will develop credible and competitive commercial solutions. (Max 2 sides of A4).

This should be supported by evidence of the prior experience and relevant capability of the lead bidder and participant organisations. (Max 1 side of A4 per organisation).

# 5.2.3 Outline of proposed technical and commercial solution being developed

The proposal should provide an abstract, summarising the technical and commercial solution being proposed. This should include anticipated locations. (Max 2 sides of A4 of text, plus 2 sides of A4 for diagrams or figures).

# 5.2.4 An assessment and quantification of estimated requirements

The proposal should provide a description of the method to be used to assess and quantify requirements. This should include one worked example of a requirement relevant to the proposed example. (Max 2 sides A4).

#### 5.2.5 Barriers and challenges to delivery

The proposal should outline the top five barriers and challenges affecting the proposed technical and commercial solution. (Max 1 side A4).

#### 5.2.6 Impact

The proposal should include an outline of the current footprint in Cornwall (if any), and provide a description of how the impact of the proposed solution on Cornwall, the Celtic Sea region, and the wider UK will be estimated (Max 2 sides A4).







# 5.3 Price and Budget

Please provide a fixed price quote exclusive of VAT. This should not exceed £30,000 excluding VAT, £36,000 including VAT

# **6** ITT Response Timeline

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

Milestone	Date	Time
ITT Published	18/04/2024	
Deadline for clarification requests	10/05/2024	12:00
Clarifications posted by	13/05/2024	17:00
Deadline for Submission	22/05/2024	17:00
ITT Appraisal Complete/ Contract Award	03/06/2024	

Table 1 - ITT Timelines

### 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** in accordance with the Timetable above. CSP will endeavour to answer queries submitted before 22/05/2024 in a timely manner and would encourage bidders to request clarifications as they arise. Clarifications will be anonymised and posted as a document on Contracts Finder in accordance with the table above.

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:

i. Employers' liability insurance with a limit of liability of not less than £2,000,000 (two million pounds).







- ii. 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.
- iii. 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 Corporate Requirements

#### 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 and 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 the successful bidder may sub-contract aspects of this commission provided;

- This is limited to those organisations listed within the proposal (In line with section 5.2.1)
- The main contracting party must warrant that all subcontractors will be under written agreements that will contain the same terms as the agreement with CSP.

Full details are included in the Service Agreement.

#### 7.3.9 Content Ownership

All foreground IP developed as part of this work will remain with the successful bidder to enable further commercial exploitation. Celtic Sea Power will require a licence for this IP for the purpose of supporting further strategic development. If there is no evidence of further commercial exploitation within twelve months of delivery, the ownership of the foreground IP will revert to Celtic Sea Power. Further detail is contained in the Service Agreement at clause 6.

#### 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 Branding and Publicity

Successful Tenderers shall ensure that in every instance of publicity, PR, publication, presentation or similar, in relation to the Services or the Deliverables the involvement of the Customer and the Cornwall and Isles of Scilly Good Growth Fund shall be acknowledged in line with the requirements of the Service Agreement and the UK Shared Prosperity Fund branding and publicity guidelines.

# 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 based on the following tender award criteria:

Ref 7.1 Covering Letter		
Acceptable covering letter including confirmation of the requirements detailed at 7. Corporate Requirements		Pass/ Fail
Ref 5.2	2 Proposal	160
5.2.1	Details of the companies and or organisations expected to work together.	30
5.2.2 strateg	The approach to developing commercial scale and a contract counterparty yy.	30
5.2.3	Outline of proposed technical and commercial solution being developed.	30
5.2.4	An assessment and quantification of estimated requirements	30
5.2.5	Barriers and challenges to delivery	20
5.2.6	Impact	20
Ref 5.3 Price		40
The lowest Price will be awarded 40 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 = $40 \times 10000000000000000000000000000000000$		40

Table 2 - Tender Award Criteria

# 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 M	atrix for Award Crite	eria
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 3 - 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 22/05/24

Please send by email to **tenders@celticseapower.co.uk** with the following wording in the subject box: "ITT Response - Strictly Confidential. Celtic Sea Floating Offshore Wind – Industry Delivery Plans (A&M)"

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.

CSP reserve the right to award more than one contract, with tender evaluation ranking from highest to lowest deciding which proposals are contracted

# **11** Table of Enclosures

1	Services Agreement CSP
2	CIOS Good Growth: UK Shared Prosperity Fund branding and publicity guidelines
3	CSP example MoSCoW approach
4	



