



CELTICSEAPOWER

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INVITATION TO TENDER

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| Document Title | | The Subsea Soundscape (S3) program Procurement | |
| Document Reference | | 5306-ZOP-131/25-ITT-Offshore Wind Evidence & Change Programme | |
| Date of Issue | | 28/02/2025 | |
| Author | | Brad Davies | |
| Revision History | Date | Amended by | Reviewed By |
| First Draft | 31.01.25 | BD | OREC |
| Second Draft | 24/02/2025 | BD | NF |
| Final internal issue | 28.02.2025 | | |
| Rev 1 | | | |
| Rev 2 | | | |
| Rev 3 | | | |

**Central Digital Platform reference:
UK4: Tender Notice Draft reference : 2025-00001**

OPEN PROCEDURE

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PART 1 - BACKGROUND AND REQUIREMENTS

1 INTRODUCTION AND OVERVIEW

- 1.1 Celtic Sea Power ("**CSP**") is conducting this Procurement for The Subsea Soundscape Project (S3). Further detail is provided in this ITT and Schedule 1 (Services Specification) of this ITT. The S3 Project pioneers a regional acoustic framework in the Celtic Sea to provide valuable insights into underwater noise conditions and marine mammal presence. By combining new and existing acoustic data, S3 will establish a marine mammal & noise evidence base, informing maritime spatial planning and consenting decisions for floating wind development.

The Procurement is being carried out under the open procedure, subject to the Procurement Act 2023 (the "**Act**"). The issue of this ITT follows publication of a tender notice on the Central Digital Platform .

- 1.2 Capitalised terms in this ITT are defined in Part 5.
- 1.3 Bidders must complete Part 2 (Procurement Specific Questionnaire) and Part 3 (ITT Response Requirements).
- 1.4 This ITT comprises of the following Parts and Sections:
- (a) **Part 1** (Background and Requirements);
 - (b) **Part 2** (Procurement Specific Questionnaire) which comprises:
 - 1) Section 1 - Background
 - 2) Section 2 — Procurement Specific Questionnaire
 - (c) **Part 3** (ITT Response Requirements) which comprises:
 - 1) Section 1— Evaluation Approach;
 - 2) Annex A – Commercial Response Document;
 - 3) Annex B – Certificate of Tender,
 - (d) **Part 4** (Contract Terms and Conditions); and
 - (e) **Part 5** (Definitions); and
 - (f) **Schedule 1** (Services Specification).
- 1.5 This ITT is being made available by CSP to Bidders on the condition that it is used only in connection with this Procurement and for no other purpose.
- 1.6 The ITT is provided to all Bidders on the same terms and subject to the same conditions.
- 1.7 The purpose of the ITT is to set out the manner in which Bidders must submit their Tender Responses to CSP.

2 OVERVIEW OF REQUIREMENTS

- 2.1 The purpose of this Procurement is to procure for at-sea mooring units, equipped with state-of-the-art broadband acoustic recorders, pop-up acoustic retrieval systems and tag detection capabilities that will be deployed with CTD environmental sampling at service intervals to maximise data capture. S3 will deploy up to 21 remote systems across the Celtic Sea, each consisting of an acoustic release, a fish tag detector, a hydrophone, and



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a cetacean click-train logger. Where feasible, preference will be given to integrated solutions that combine multiple components—such as fish tag detection and acoustic release—into a single unit to enhance efficiency and deployment simplicity.

- 2.2 These systems will need to operate at depths ranging from ~60 to ~120 meters, monitoring the Celtic Sea for two years with regular service intervals. In cases where servicing is not possible, systems and their respective components should be capable of continuous operation for up to six months.
- 2.3 The definitive statement of CSP's requirements is set out in the Services Specification in Schedule 1 of the ITT.
- 2.4 Through the appropriate delivery of the S3 Project, CSP aims to support the Marine Energy Sector in the Celtic Sea to:
- (a) Accelerate the timeline by which offshore transmission infrastructure can be consented to support the needs of the emerging FLOW industry.
 - (b) Significantly enhance understanding of the environment; enable improved tools for environmental decision-making; improve cetacean population assessments and quantify development risks including underwater noise; enable efficient parallel rather than sequential development processes.
 - (c) This will provide a supporting foundation for a regional environmental offshore characterisation approach. The project works will allow us to; support accelerated FLOW deployment; mitigate environmental impacts; and offer significant regional economic benefits. S3 addresses environmental conservation and economic growth, offers a disruptive approach to marine ecosystem monitoring and supports UK's commitments to a cleaner future.
- 2.5 This project is funded by the Crown Estate through the Offshore Wind Evidence and Change Programme (OWEC - **Offshore Wind Evidence and Change Programme**). OWEC funds a range of projects to de-risk and accelerate the delivery of clean offshore technologies and supports the UK's position as one of the most attractive places to invest in offshore renewables, whilst enabling our marine and coastal ecosystems to thrive.

Bidders should note that the contractor shall submit its final invoice by no later than the date set out in the Contract. Bidders to note that CSP will be unable to access the funding to pay for any Services where the invoices are submitted after the relevant date in the Contract due to the conditions of its grant funding arrangements. As such Bidders are required to have delivered work in accordance with the Contract, such that CSP can pay the final milestone payment on or before August 1st, 2025, in accordance with the payment process in the Contract (the "**Required Timescale**").

3 INDICATIVE PROCUREMENT TIMETABLE

- 3.1 An indicative timetable for the Procurement is set out below. This is intended as a guide only and CSP reserves the right to amend it at any time.

| Activity | Date |
|---|--------------------------------|
| Central Digital Platform Tender Notice and publication of ITT | 28 th February 2025 |
| Deadline for submission of clarification questions | Noon on 24th March 2025 |



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| Activity | Date |
|--------------------------------|-------------------------------------|
| Tender Response Deadline | Noon on 31 st March 2025 |
| Notification of Contract award | 7th April 2025 |
| Standstill Period ends | 18th April 2025 |
| Contract signature | 21 st April 2025 |

4 EVALUATION

- 4.1 CSP is conducting the Procurement to establish the Most Advantageous Tender which meets CSP's requirements for the Procurement.
- 4.2 CSP will first evaluate the responses to Part 2 (Procurement Specific Questionnaire). If a Tender Response is compliant, CSP will then evaluate the response to Part 3 (ITT Response Requirements).
- 4.3 CSP reserves the right not to evaluate a Bidder's response to Part 3 (ITT Response Requirements) and reject the tender if the Bidder fails the assessment in Part 2 (Procurement Specific Questionnaire).

5 TENDER RESPONSES

- 5.1 Bidders agree to be bound by the terms and limitations contained in this ITT and no purported rejection, variation or addition by Bidders to these terms will have any effect.
- 5.2 Tender Responses must be received in full by the Tender Response Deadline via the Central Digital Platform portal. Any documents that are to be uploaded to the portal shall include in the title of the document the following: "*ITT Response – Strictly Confidential. The Subsea Soundscape Project*". Please allow 4 hours to upload your documents on the Find a Tender portal. It is the responsibility of Bidders to ensure that their Tender Responses are received by CSP by the Tender Response Deadline. CSP may reject any tender that is not fully uploaded before the Tender Response Deadline.

6 GENERAL INSTRUCTIONS

Tender Compliance

- 6.1 Where, in CSP's reasonable opinion, the Bidder or its Tender Response fails to comply with any instructions in this ITT and its schedules (including for the avoidance of doubt any instructions contained in other documents and referred to in this ITT) CSP may treat the Bidder's Tender Response as non-compliant and disqualify it from the Procurement. Bidders are therefore advised to ensure that all members of the Bidder's team are made fully aware of these instructions. Bidders should also note that Tender Responses may be rejected if all of the required information called for in this ITT is not received by CSP by the Tender Response Deadline.
- 6.2 In the event that the Bidder considers there is any discrepancy in or between any elements of the documentation issued in connection with the ITT, the Bidder shall immediately notify CSP via the Central digital Platform.

Communications with CSP



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- 6.3 All notifications, requests for clarification or further information in connection with the ITT or the Procurement generally must be submitted via the Central Digital Platform.
- 6.4 No approach of any kind in connection with the ITT or the Procurement is to be made to any other person within or associated with CSP, or any other party. Failure to comply with this requirement may result in disqualification from the Procurement.
- 6.5 All communications in respect of the ITT or the Procurement generally shall be in the English language.

Clarification Questions

- 6.6 Where a Bidder wishes to seek clarifications in relation to this ITT, it must submit its clarification questions via the Central Digital Platform, as set out above no later than the time and date specified in paragraph 3.1 above. CSP will endeavour to provide written responses to the clarification requests received prior to the clarification deadline within a reasonable period to allow Bidders to take the responses into account when completing their Tender Responses.
- 6.7 CSP will conduct the clarification process (as it will for the Procurement generally) in such a way as to ensure that Bidders are afforded non-discriminatory and equal treatment.
- 6.8 If CSP considers any questions or request for clarification to be substantive, except where such an enquiry is of a confidential or commercially sensitive nature, both the question and the response will be communicated where possible in an anonymous or redacted form to all Bidders.
- 6.9 If a Bidder considers that the content of any of its questions or requests for clarification are, or would reveal, information of a confidential or commercially sensitive nature relating to its business it should state this clearly and provide reasons. If CSP agrees with those reasons it may either:
- (a) ask the Bidder to withdraw and resubmit the question so that it does not contain, or the response to the question would not reveal, confidential or commercially sensitive information; or
 - (b) publish the question and response to other Bidders in a redacted form; or
 - (c) respond to the question and not publish the question or response.
- 6.10 If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a Bidder but CSP does not agree, it will offer the Bidder the opportunity to withdraw the query or request for clarification. If the query or request is not withdrawn, CSP will provide its answer to all Bidders.
- 6.11 Each request for clarification should be submitted as a separate question. CSP reserves the right to reject clarification questions containing multiple questions.
- 6.12 Any clarification question that CSP receives and subsequently issues to other Bidders will not identify the originator of the clarification question. It is the responsibility of each Bidder to ensure that the way the clarification question is phrased does not inadvertently identify the Bidder.

Commitment

- 6.13 The issue of the ITT is not to be construed as a commitment by CSP to award or enter into a contract and CSP is not bound to accept any offer resulting from it. Any costs, expenditure, work or effort undertaken, regardless of whether the Bidder is successful or whether the process is varied in any way or abandoned, is accordingly a matter solely for the commercial judgement of the Bidder and shall be its sole responsibility.





- 6.14 CSP reserves the right to vary, cancel or withdraw from the Procurement at any time or to re-invite proposals on the same or any alternative basis. It shall not be liable for any Bidder costs arising under this ITT.

Disclaimer

- 6.15 The ITT, and any other documents or information to which it refers, has been prepared by CSP in good faith. However, it does not purport to be comprehensive or to include all of the information Bidders may require or to have been independently verified. CSP shall not be liable for any loss or damage arising as a result of any inaccuracy or incompleteness in any information contained in the ITT or any other document or information to which it refers.
- 6.16 Subject always to the requirements of paragraph 6.23 (Confidentiality) below, Bidders are responsible for obtaining the information which they consider necessary in connection with the Procurement and must form their own judgement on its validity and suitability. This ITT should not be considered as an investment recommendation made by CSP to any Bidder. Each Bidder must make its own independent assessment after making such investigations and taking such professional advice as it deems necessary. Subject always to the requirements of paragraph 6.23 (Confidentiality) below, Bidders considering entering into a contractual relationship with CSP should make their own investigations and enquiries as to CSP's requirements beforehand. The subject matter of this ITT shall only have a contractual effect when it is incorporated into the express terms of an executed contract.
- 6.17 None of CSP, their respective servants, agents or advisers make any representations or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Bidder on the Information or any part of it). For the avoidance of doubt where Information is of a historical nature, such Information:
- (a) may be subject to errors and omissions arising in the ordinary course of operations from time to time; and
 - (b) cannot be relied upon as evidence of future performance.
- 6.18 To the extent that this ITT or any Information contains matters of opinion, such opinions may have been correct at the time of which they were held and may no longer be correct or relevant.
- 6.19 Whilst CSP has sought to produce an accurate description of its requirements as they are envisaged at this time, CSP cannot accept responsibility for the Bidders' interpretation of its requirements. Bidders must form their own conclusions about the methods and resources needed to meet CSP's requirements.
- 6.20 The Bidder is responsible for verifying the completeness and correctness of this ITT and highlighting to CSP any deficiencies, conflicts and ambiguities that prevent the Bidder from submitting a Tender Response or responding to any section in an accurate manner.
- 6.21 Under no circumstances will CSP, their respective servants, agents or advisers be liable for any costs or expenses incurred by Bidders and/or their members in this Procurement.

Data Return

- 6.22 Any unsuccessful Bidder must return or destroy (in which case supplying a relevant certificate of destruction) all documents and data provided to it and retained during the course of the Procurement by such date as CSP may specify.





Confidentiality

- 6.23 Subject to the exceptions referred to in paragraph 6.23(d) below, the Information contained in the ITT is made available to Bidders on condition that:
- (a) Bidders shall not disclose, copy, reproduce, distribute or pass the Information (or any part of it), to any other person;
 - (b) Bidders shall not use the Information (or any part of it) for any purpose other than for the purposes of development of their Tender Responses;
 - (c) Bidders shall comply with the provisions of paragraph 6.41 (Publicity); and
 - (d) Bidders may disclose, distribute or pass the Information (or any part of it) to another person if either:
 - (i) this is done for the sole purpose of preparing that Bidder's Tender Response and the person receiving the Information undertakes in writing to keep the Information on the same terms as set out in this paragraph 6.23; or
 - (ii) the Bidder obtains the prior written consent of CSP in relation to such disclosure, copying, reproduction, distribution or passing of Information.
- 6.24 Any Bidder who does not comply with the requirements set out in paragraph 6.23 above may be disqualified from further participation in the Procurement at CSP's absolute discretion and its Tender Response may be rejected (without prejudice to any other civil remedies available to CSP and without prejudice to any criminal liability which such conduct by a Bidder may attract).

Freedom of Information

- 6.25 All information relating to any Bidder or this Procurement may be accessible under the Disclosure Legislation. CSP is under a legal obligation to disclose such information if requested, unless an exemption applies. CSP may also be obliged to make disclosures under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction.
- 6.26 Any Bidder must identify to CSP information which it submits which it regards as being potentially exempt from disclosure by CSP under the Disclosure Legislation. Such identification may be either specific or by class. The Bidder must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Bidder should also indicate whether it considers that the potential exemption would continue after it has submitted its Tender Response and if so, the duration that it believes the exemption would apply.
- 6.27 Bidders should note that, consistent with the spirit of CSP's obligations under the Disclosure Legislation, as a general principle CSP will seek to prevent, or restrict the scope of, confidentiality obligations sought to be imposed upon it other than in accordance with the Procurement Act 2023. As such CSP reserves the right not to accept in whole or part, receipt of any information marked as confidential or sensitive, or to require further explanation of the reasons why the Bidder considers confidentiality obligations to be appropriate in a particular case.
- 6.28 Bidders should be aware that even where a Bidder has indicated that information should be exempted, CSP may disclose such information following its own consideration of the situation. CSP may, in its absolute discretion, consult with the Bidder before making a decision on a request for information. The decision of CSP in relation to any exemption shall be final.





Non-Collusion

6.29 Any Bidder who, in connection with this Procurement and without obtaining the prior written consent of CSP:

- (a) fixes or adjusts the pricing of its Tender Response by or in accordance with any agreement or arrangement with any other; or
- (b) enters into any agreement or arrangement with any other Bidder, or causes or induces any other person to enter such agreement or arrangement, that it shall refrain from participating in this process; or
- (c) causes or induces any person to enter into such agreement as mentioned in (a) and (b) above or to inform any Bidder of the whole or any part of any other Bidder's Tender Response; or
- (d) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Bidder's Tender Response; or
- (e) communicates to any person other than CSP any element of its Tender Response;

will be disqualified from further participation in this Procurement and its Tender Response may be rejected (without prejudice to any other civil remedies available to CSP and without prejudice to any criminal liability that such conduct by a Bidder may attract).

Canvassing

6.30 Any Bidder who, in connection with this Procurement:

- (a) offers any inducement, fee or reward to any servant or agent of CSP or any person acting as an adviser to CSP in connection with this Procurement or does anything which would constitute a breach of the Bribery Act 2010; or
- (b) contacts any servant or agent of any CSP or any person acting as an adviser to CSP prior to the commencement of the Contract being entered into about any aspect of this Procurement process in a manner not permitted by the ITT,

may be disqualified from further participation in the Procurement at CSP's absolute discretion and its Tender Response may be rejected (in either case without prejudice to any other civil remedies available to CSP and without prejudice to any criminal liability which such conduct by Bidder may attract).

Conflict of Interest

- 6.31 Bidders are responsible for ensuring that there are no conflicts of interest either between their own advisers, or between themselves/their own advisers and CSP and its advisers. A Bidder must notify CSP of any conflict of interest or potential conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict. CSP will take all reasonable steps to ensure that a conflict of interest of which it is aware does not put any Bidder at an unfair advantage or disadvantage in relation to the Procurement. Reasonable steps may include requiring a Bidder to take reasonable steps.
- 6.32 Where CSP considers that a conflict of interest puts a Bidder at an unfair advantage in relation to the Procurement and either the advantage cannot be avoided or the Bidder will not take steps that CSP considers are necessary in order to ensure it is not put at an unfair advantage, then CSP will treat the Bidder as an excluded supplier as defined in the





Procurement Act 2023, exclude the Bidder from the Procurement and reject its Tender Response.

Participation in Tenders

- 6.33 Bidders may only submit a single tender unless this ITT expressly states otherwise. If a Bidder submits more than one tender before the deadline for Tender Responses, CSP reserves the right to evaluate the last submitted Tender Response and disregard any previous Tender Responses. However, CSP may (but is under no obligation to) clarify with a Bidder which Tender Response is to be evaluated.

Participation of Key Sub-Contractors

- 6.34 Bidders are permitted to submit one response to this ITT only.
- 6.35 If the Bidder's response to this ITT proposes that it will engage a Key Sub-Contractor, the provisions of this ITT shall, to the extent that they apply to the Bidder, apply equally to a Key Sub-Contractor.
- 6.36 Any person that is a proposed Key Sub-Contractor for a Bidder may be a Key Sub-Contractor for one Bidder only.
- 6.37 If the Bidder intends to appoint a Key Sub-Contractor, it must ensure that the Key Sub-Contractor is not proposed as a Key Sub-Contractor in any other Bidder's response to this ITT.
- 6.38 Any Bidder or Key Sub-Contractor (as the context requires) that, in connection with this Procurement and without obtaining the prior written consent of CSP:
- (a) agrees to act as Key Sub-Contractor to more than one Bidder;
 - (b) agrees to appoint a Key Sub-Contractor that is named as the proposed Key Sub-Contractor in relation to another Bidder;
 - (c) causes or induces any person to disclose information relating to the whole or part of another Bidder's response to this ITT;
 - (d) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to another Bidder's response to this ITT;
 - (e) communicates to any person other than CSP any element of its response to this ITT (except where such disclosures are made in confidence for the purposes of engaging a sub-contractor),

may be disqualified from further participation in this Procurement and their Tender Response or Tender Responses may be rejected, without prejudice to any other civil remedies available to CSP and without prejudice to any criminal liability that such conduct by a Bidder or proposed Key Sub-Contractor may attract.

- 6.39 Where this ITT requires information to be provided by a Key Sub-Contractor, that information must be submitted by the relevant Bidder with that Bidder's information as a single response to this ITT. The Bidder will be responsible for the accuracy and completeness of all information that it submits, including that information relating to a Key Sub-Contractor.

CSP's Right to Reject Bidders



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- 6.40 Without prejudice to any of the above paragraphs in this section, CSP reserves the right, in its absolute discretion, to disqualify any Bidder and reject its Tender Response where the Bidder does not in CSP's opinion comply with the requirements of the ITT (including but not limited to the prohibitions set out in paragraphs 6.29 to 6.30 inclusive) or any other requirement of CSP in connection with this Procurement that may from time to time be notified to Bidders.

Publicity

- 6.41 Bidders shall not undertake, or permit to be undertaken at any time, any publicity or activity with any section of the media (including but not limited to making any announcements) in relation to this Procurement other than with the prior written consent of CSP. In this paragraph the word "media" includes, but is not limited to, radio, television, newspapers, trade and specialist press, the internet (including social media sites such as Twitter and Facebook, blogs and web forums) and email accessible by the public at large, and the representatives of all such media.

Copyright

- 6.42 The copyright in the ITT (and in the Information generally) is vested in CSP and may not be reproduced, copied or stored in any medium without the prior written consent of CSP. The ITT and any supplementary documentation issued are and shall remain the property of CSP, must be returned on demand, and may not be reproduced, copied, or stored in any medium without the prior consent of CSP.

CSP's rights

- 6.43 Subject to its obligations under the Procurement Act 2023, CSP reserves the right to:
- (a) waive or change the requirements of this ITT from time to time;
 - (b) seek clarification or documents in respect of a Bidder's submission;
 - (c) withdraw this ITT at any time, or re-invite Tender Responses on the same or any alternative basis;
 - (d) choose not to award any contract as a result of the current procurement process; and
 - (e) make whatever changes it sees fit to the timetable, structure or content of the procurement process.

Evidence requests

- 6.44 Bidders are required to provide information about their eligibility for this procurement. CSP may at any stage of the Procurement require the Bidder to provide evidence to substantiate any information it has given in its Tender Response including in response to the Procurement Specific Questionnaire. Where the Bidder does not provide evidence that is reasonably satisfactory to CSP, CSP may exclude the Bidder from the Procurement and reject its Tender Response.

Contract award

- 6.45 Contract award is subject to the formal approval process of CSP. Until all necessary approvals are obtained and the standstill period completed, no contract(s) will be entered into.
- 6.46 Once CSP has reached a decision in respect of a contract award, it will notify all Bidders of that decision and provide for a standstill period in accordance with the Procurement Act 2023 before entering into any contract(s).





Governing Law and Jurisdiction

- 6.47 This ITT and any dispute concerning it (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and subject to the jurisdiction of the Courts of England and Wales.



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PART 2 – PROCUREMENT SPECIFIC QUESTIONNAIRE

Section 1 - Background to Procurement Specific Questionnaire

1 ABOUT THE STANDARD FORM PROCUREMENT SPECIFIC QUESTIONNAIRE – EXCLUSION GROUNDS AND CONDITIONS OF PARTICIPATION

- 1.1 This section of the ITT is based on the standard form Procurement Specific Questionnaire (PSQ) developed by the Government Commercial Function.
- 1.2 Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity.
- 1.3 The Procurement Specific Questionnaire (PSQ) has been designed to help contracting authorities ensure that suppliers share the right information when participating in a procurement. This is separate from the formal tender submission (on how the supplier proposes to meet the tender requirements). The PSQ consists of three parts:
- 1.4 **Part 1 - confirmation of core supplier information:** suppliers participating in procurements will now be expected to register on a central digital platform (CDP). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender>. Part 1 provides confirmation that suppliers have taken these steps.
- 1.5 **Part 2 - additional exclusions information:** procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons¹) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
- 1.6 As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement's conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are 'associated persons' and their exclusions information must be shared with the contracting authority. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).
- 1.7 In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.

¹ Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the supplier.





- 1.8 If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.
- 1.9 **Part 3 - conditions of participation:** contracting authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier's legal and financial capacity or their technical ability.
- 1.10 Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the contracting authority. This might include a pass or fail mechanism, or a threshold which the supplier must meet. Under certain procurement processes, a contracting authority might use the information shared via the PSQ as part of a selection process to limit the number of participating suppliers. For example, inviting the five suppliers that submitted the highest scoring responses. Where this is the case, the contracting authority will outline the maximum number of suppliers, and the criteria used to select the limited number of suppliers, in their tender notice (section 20(4)(a) of the Procurement Act and regulation 19(2)(d) of the Procurement Regulations 2024).
- 1.11 Suppliers should note that contracting authorities have legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to:
- details of the winning supplier's associated persons
 - details of the winning supplier's connected person information
 - for certain procurements over £5 million, details of unsuccessful bidders
- 1.12 Where a supplier is unsure or requires any clarification, they should check with the contracting authority.

2 RESPONDING TO THE PSQ

- 2.1 **In order to respond to this PSQ, Bidders and their sub-contractors and Key Sub-Contractors must register on the Central Digital Platform (<https://www.gov.uk/find-tender>) and upload their organisational information.** This must be done before Tender Response Deadline.
- 2.2 **CSP may treat any Tender Response as non-compliant and reject it where the organisational information for the Bidder, its sub-contractors and Key Sub-Contractors is not correctly uploaded to the Central Digital Platform and provided to CSP before the Tender Response Deadline.**
- 2.3 Bidders also complete this PSQ in full. They must answer every question in a clear and comprehensive manner and in accordance with the instructions in this PSQ. Failure to do so may result in the Bidder's PSQ response being non-compliant, such that the Bidder is disqualified from the Procurement and its Tender Response rejected.
- 2.4 If a question cannot be answered fully by the Bidder, the Bidder must provide a relevant explanation with reasons. If a question does not apply to the Bidder, it must be marked "Not Applicable".





- 2.5 Where a Bidder has submitted supporting information in response to a question in this PSQ, the relevant response must refer to the supporting information. Similarly, any supporting information required for the PSQ response must indicate the question number of the PSQ to which it relates.
- 2.6 All financial information must be clearly denominated in pounds sterling.
- 2.7 If specific project financial information cannot be provided for reasons of confidentiality, Bidders must state this.

3 PSQ EVALUATION PROCESS

Evaluation: Grounds for Mandatory Exclusion

- 3.1 This section is scored on a "Pass/Fail" basis. The Bidder will fail (and its Tender Response will be rejected) if the Bidder is an "excluded supplier".
- 3.2 The Bidder is an excluded supplier if CSP considers that:
 - (a) a mandatory exclusion ground applies to the Bidder or an associated person, and the circumstances giving rise to the application of the exclusion ground are continuing or likely to occur again, or
 - (b) the Bidder or an associated person is on the debarment list by virtue of a mandatory exclusion ground.
- 3.3 The Bidder is also an excluded supplier if it intends to sub-contract any part of the Contract and CSP considers that:
 - (a) a mandatory exclusion ground applies to the sub-contractor or an associated person, and the circumstances giving rise to the application of the exclusion ground are continuing or likely to occur again, or
 - (b) the sub-contractor or an associated person is on the debarment list by virtue of a mandatory exclusion ground.
- 3.4 However, where paragraph 3.3 applies, the Bidder is not an excluded supplier if it replaces the sub-contractor when given reasonable opportunity by CSP.

Evaluation: Grounds for Discretionary Exclusion

- 3.5 This section is scored on a "Pass/Fail" basis. The Bidder will fail (and its Tender Response will be rejected) if the Bidder is an "excludable supplier" unless CSP is satisfied that the circumstances will not have a material adverse effect on the Bidder's ability and/or suitability to undertake the Contract.
- 3.6 The Bidder is an excludable supplier if CSP considers that:
 - (a) a discretionary exclusion ground applies to the Bidder or an associated person, and the circumstances giving rise to the application of the exclusion ground are continuing or likely to occur again, or
 - (b) the Bidder or an associated person is on the debarment list by virtue of a discretionary exclusion ground.
- 3.7 The Bidder is also an excludable supplier if it intends to sub-contract any part of the Contract and CSP considers that:





- (a) a discretionary exclusion ground applies to the sub-contractor or an associated person, and the circumstances giving rise to the application of the exclusion ground are continuing or likely to occur again, or
- (b) the sub-contractor or an associated person is on the debarment list by virtue of a discretionary exclusion ground.

3.8 However, where paragraph 3.7 applies, the Bidder is not an excludable supplier if it replaces the sub-contractor when given reasonable opportunity by CSP.

Evaluation: Economic and Financial Standing

3.9 The Economic and Financial Standing section is designed to evaluate whether a Bidder has sufficient economic and financial standing to deliver the contract. A response will "Pass" providing that the Bidder answers "yes" in response to the questions on Economic and Financial Standing and is able to provide the financial statements to verify its response.

3.10 Please note that the financial threshold that the Bidder must satisfy is as follows:

- (a) a Bidder or the Bidder's Group must have an average annual turnover of at least £1.5 million in each of the last two (2) financial years; and
- (b) a Bidder must have an Acid Test Ratio of 1.0 or more calculated in accordance with paragraph 3.11 of this Part 2 below.

Acid Test Ratio

3.11 The Acid Test Ratio is calculated as follows:

Acid Ratio = (Current Assets – Inventories)/ Current Liabilities

3.12 If a Bidder is unable to meet the requirements in paragraph 3.10, a Bidder can rely on the economic and financial standing of another member of the Bidder's Group, consortium members or another third party (e.g. a parent company) to meet the requirements in paragraph 3.10. Bidders will need to provide the financial information requested above in respect of the third party.

3.13 The third party must confirm, as part of the Bidder's PSQ submission that it will enter into the guarantee in the form provided by CSP or agree to be jointly liable for the execution of the Contract, if the Bidder is awarded the Contract.

Evaluation: Technical Ability, relevant experience, organisational standards

3.14 The **Technical Ability** questions are designed to evaluate the Bidder's technical and organisational ability to deliver the contract.

3.15 Question 18 and 20 are marked on a "Pass/Fail" basis as follows:

| | |
|--------------|--|
| Pass: | In the opinion of the evaluators, the response provided demonstrates that the Bidder has the relevant experience and organisational ability for this Contract and does not give any significant concerns for the evaluators. |
|--------------|--|



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| | |
|--------------|--|
| Fail: | In the opinion of the evaluators, the response does not demonstrate that the Bidder has the relevant experience and organisational ability to deliver the Services and/or gives rise to significant concerns for the evaluators. |
|--------------|--|

- 3.16 CSP reserves the right to contact a customer organisation in relation to whom a case study has been given to ask them to complete a reference to verify that the information provided by the Bidder in relation to the case study. Bidders may be required to assist CSP in taking up a reference and for making sure that the appropriate contact is available and willing to provide a reference.
- 3.17 Question 19 will be marked on a "Pass/Fail" basis. A "Pass" will be awarded where either no sub-contracting is intended or, where sub-contracting is intended, the Bidder's response provides evidence that the Bidder has previously maintained healthy supply chains or otherwise gives the evaluator confidence that sub-contracting will not give rise to significant concerns in terms of either:
- (A) maintaining the requisite technical and professional ability to deliver the Services; or
 - (B) otherwise affecting the Bidder's ability to deliver the Services to the requisite standards.

Evaluation: Modern Slavery Act 2015

- 3.18 Question 30: Bidders are required to confirm compliance with the Modern Slavery Act 2015 by stating which category they comply with. If Bidders does not comply CSP will treat the Tender Response as non-compliant and reject it.

Evaluation: Insurance

- 3.19 Question 15 is marked on a Pass/Fail basis. Bidders are required to confirm compliance with the insurance requirements stated in Question 15. A response will "Pass" providing that the Bidder answers "yes" in response to question 15 and provides the required information to CSP's satisfaction.





Section 2: Procurement Specific Questions

| No. | Question |
|------------------------------|--|
| Preliminary questions | |
| 1. | What is your name? (supplier name) [Insert name] |
| 2. | <i>You must be registered on the central digital platform (CDP).</i> What is your central digital platform unique identifier? [Insert unique identifier] |
| 3. | Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium. If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide: <ul style="list-style-type: none">a. the name of the group/consortiumb. the proposed structure of the group/consortium, including the legal structure where applicablec. the name of the lead member in the group/consortiumd. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor) [Insert information] |
| 4. | [Not applicable] |
| 5. | Are you on the debarment list? [Insert Yes or No] [If yes, insert details] |

Part 1 – confirmation of core supplier information

6. You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).
- This includes:
- a. basic information
 - b. economic and financial standing information
 - c. connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies)
 - d. exclusion grounds information

Please confirm you have shared this information with us.
.....



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[Insert reference / file name]

Part 2 – additional exclusions information

Part 2A – associated persons

7. Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).

[The conditions of participation are outlined in Part 3]

If so, please complete **Q8, Q9 & Q10** (otherwise **Q8, Q9 & Q10** are not applicable).

[Insert Yes or No]

-
8. For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.

[Insert name of supplier and brief description]

[Insert name of supplier and brief description]

-
9. For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):

- a. basic information
- b. economic and financial standing information
(if they are being relied upon to meet conditions of participation regarding financial capacity)
- c. connected person information
- d. exclusion grounds information

[Insert name of supplier and reference / file name]

-
10. Are any of your associated persons on the debarment list?

[Insert Yes or No]

[If yes, insert details]





Part 2B – list of all intended sub-contractors

11. Please provide:
- a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)
 - their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent
 - a brief description of their intended role in the performance of the contract

If you are not intending to sub-contract the performance of all or part of the contract, then this **question and Q12** are not applicable.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

.....
[Insert name of supplier – unique identifier – brief description]

[Insert name of supplier – unique identifier – brief description]

12. Please confirm if any intended sub-contractor is on the debarment list.

The debarment list can be found here [insert link]

.....
[Insert Yes or No]

[If yes, insert sub-contractor(s) name and provide details]

Part 3 – questions relating to conditions of participation

Part 3A – standard questions

Financial capacity

13. **Financial Capacity Conditions of Participation**

.....





| | | |
|-----|--|---|
| | | |
| | Question | Response |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | See paragraph 3.10 of Part 2 above for the minimum financial threshold requirement. | |

14. Are you relying on another supplier to act as a guarantor?

If so, please provide their name and evidence of their economic and financial standing.

Please confirm that they will enter into the guarantee in the form provided by CSP or agree to be jointly liable for the execution of the Contract, if the Bidder is awarded the Contract.



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15. Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:
- a. Employer's (Compulsory) Liability Insurance* = £5,000,000
 - b. Public Liability Insurance = £5,000,000
 - c. Professional Indemnity Insurance = £2,000,000
 - d. Product Liability Insurance for not less than £1 million in aggregate for all claims arising in a year

*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information:
www.hse.gov.uk/pubns/hse39.pdf.

[Insert Yes or No]

[Insert details of your insurances already in place]

[Insert details of your insurances which would be obtained following contract award (including information on how you will obtain this insurance – e.g. a quote)]

Technical ability

16. **Relevant experience and contract examples**

Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).

Where this procurement is for goods or services, the examples must be from the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.

For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).

If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability.





[Insert information below]

| | Contract 1 | Contract 2 | Contract 3 |
|---|------------|------------|------------|
| Name of customer organisation who signed the contract | | | |
| Name of supplier who signed the contract | | | |
| Point of contact in the customer's organisation | | | |
| Position in the customer's organisation | | | |
| Email address | | | |
| Description of contract | | | |
| Contract start date | | | |
| Contract completion date | | | |
| Estimated contract value | | | |

[If you cannot provide at least one example of previous contracts that are to the requirement, in no more than 500 words please provide an explanation and how you meet the conditions of participation relating to technical ability your organisation is a new start-up or you have provided services in the past under a contract.]

17.

Experience of sub-contractor management

Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement or any others used previously).

The description should include the procedures you use to ensure performance of the contract.



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[Insert information]

Part 3B –

Payment in Contracts

18. Please confirm if you intend to use a supply chain* for this contract. If you answer “No” you do not need to complete the rest of this section [questions 23-25].

[Information only]

**References to supply chain means suppliers or sub-contractors of any tier that execute any works, supply any products or provide any services that are used wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the contract.*

[Insert Yes or No]

Not scored

-
19. Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e. within your agreed contractual terms.
-

[Yes/No]

Pass/fail

-
20. **Public sector contracts only – Requirement under the Procurement Act 2023 (Sections 68 and 73)**

Please confirm that for public sector contracts awarded under the Procurement Act 2023 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain.

[Yes/No]

Pass/fail



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Tackling Modern Slavery in Supply Chains (PPN 009)

21. **Modern Slavery Statement (or equivalent statement/document)**

Supplier to state whether it satisfies one of the following. Specify which one:

Either

Supplier is 'a relevant commercial organisation'* and is compliant with the requirements contained within section 54 of the Modern Slavery Act 2015 and associated guidance and their statement includes information relating to:

- a. the organisation's structure, its business and its supply chains
- b. its policies in relation to slavery and human trafficking
- c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains
- d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk
- e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate
- f. the training and capacity building about slavery and human trafficking available to its staff

Or

Supplier is not 'a relevant commercial organisation' but has a turnover of more than £36 million and has provided a link to an equivalent statement or document which demonstrates information relating to a to f above.

Or

Supplier is not 'a relevant commercial organisation' and has a turnover of more than £36 million

**'Relevant commercial organisations' are defined as commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover of £36 million or more.*

[Insert information]



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Confirmations

22. I confirm that:
- to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading
 - upon request and without delay I will provide any additional information requested of us
 - I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
 - I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement

[Insert Yes or No]



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PART 3 – ITT RESPONSE REQUIREMENTS

1 THE EVALUATION PROCESS

1.1 This Part 3 sets out CSP's approach to evaluation of Bidders' Tender Responses. Subject to its compliance with the Procurement Act 2023, CSP reserves the right to amend and update the approach to assessment and/or evaluation that is set out in this ITT.

1.2 It is anticipated that CSP will carry out an initial assessment of each Bidder's Tender Response to ensure that:

- (a) the Bidder has satisfied the requirements set out in Part 2 – Procurement Specific Questionnaire;
- (b) the Tender Response has been submitted on time and meets CSP's submission requirements/instructions which have been notified to the Bidders;
- (c) the Tender Response is sufficiently complete to enable the response to be evaluated in accordance with the evaluation methodology;
- (d) the Tender Response complies with all mandatory requirements in the Scope of Works and the ITT; and
- (e) the Bidder has not contravened any of the terms and conditions of the ITT or the Procurement Act 2023.

1.3 If a Bidder's responses does not meet the requirements set out in paragraph 1.2 then, CSP reserves the right, at its sole discretion:

- (a) To forthwith (or at any later stage in the evaluation process) treat the Tender Response as non-compliant and reject it; or
- (b) Without prejudice to the Bidder's obligation to submit a Tender Response in full compliance with the requirements of this ITT, to clarify the Bidder's Tender Response to address any obvious errors or omissions. If the Bidder's response to CSP's clarification fails to adequately clarify the Tender Response (such determination shall be in CSP's absolutely discretion) then the Bidder's Tender Response will be treated as non-compliant and rejected.

1.4 Following the initial assessment, CSP will evaluate the Tender Responses against the evaluation criteria set out below.

2 EVALUATION CRITERIA

2.1 CSP will evaluate the Bidders' Tender Responses on the basis of the Most Advantageous Tender.

2.2 Bidders must:

- (a) provide responses for the **Technical Criteria** in the form of a proposal which meets each of the Requirements set out in paragraph 3 below;
- (b) provide responses for the **Commercial Criteria** by completing the Commercial Response Document in Annex A below;
- (c) provide responses for the **Social Value Criteria** by responding to the question set out in paragraph 5 below; and





- (d) complete the **Certificate of Tender** in the form set out at Annex B below. This requires Bidders to unconditionally accept the terms of the Contract. A Tender Response shall "Fail" and be rejected if the Bidder does not confirm it unconditionally accepts the terms of the Contract. If the successful Bidder attempts to make amendments before entering into the Contract, CSP reserves the right to exclude the Bidder and award the Contract to the next ranked bidder in the Procurement.
- 2.3 Where stated, Bidders must comply with the page limits specified in respect of each question. If a Bidder's Tender Response for any question exceeds the stated page limit, CSP shall only evaluate the portion of the Tender Response up to the applicable word limit. For example, if a page limit of 1 page is set in respect of a question, CSP shall only evaluate the first page of that Tender Response and disregard any information included above that limit.
- 2.4 CSP reserves the right in its absolute discretion to carry out site visits to Bidders' premises. Site visits may be used to validate or verify information provided by Bidders in their Tender Response.





3 TECHNICAL CRITERIA

3.1 CSP has allocated 50% of the overall available marks to the Technical evaluation. 40% of the overall available marks is allocated for the commercial evaluation and 10% for the social value evaluation.

- (a) Bidders are required to submit a proposal to complete their Technical response. The proposal should be aligned to the objectives outlined in the Scope of Work and set out how the Bidder will deliver the Scope of Work (including all outputs) in accordance with the Technical Specifications within the time frame stated in the Scope of Work. This proposal (and relevant appendices) is required to provide a response to each of the Seven (7) Requirements set out in the table below which demonstrates how they meet the relevant Criteria. For each question there are sub-criteria, as set out in the Commercial Response Document. Each sub-criterion will be scored separately in line with the scoring criteria below.

| Number | Requirement | | Weighting |
|--------|--|--|-----------|
| | Subject | Criteria | |
| 1 | Hydrophone and integrated recorder x 23 | <p>Essential Requirements:</p> <ul style="list-style-type: none">• Minimum sampling frequency of 192 kS/s, capable of maintaining a 50% duty cycle for at least 4 months.• Memory: Includable SD cards. Removable/swappable in field conditions.• Power Supply: Removable/swappable in field conditions.• Software: Real-time re/deployment software operable in field conditions.• Housing: Watertight/pressure-tight housing rated to 150 meters (maximum depth).• Hydrophone integrated into recorder body, ensuring consistent angle positioning.• Mounting brackets for attachment to underwater mooring or sub surface line <p>Added Value:</p> <ul style="list-style-type: none">• Ability to collect data at the specified rates for 6 months.• Preferred rechargeable power system (batteries).• Multiple Channels: Enable “low” frequency and “high” frequency sampling on differing duty cycles.• Variable Gain functionality for enhanced adaptability. | 10 |





| | | | |
|---|--|--|----|
| | | <ul style="list-style-type: none"> • Dimensions and weight of the whole system to be easily handled by one person • Demonstrates system integration capability and/or structural improvements. • Lead Times: Short lead times for delivery of 23 units will be a high-scoring variable. <p>This will be assessed via the evaluation matrix. This consists of various questions with a pass/failure or scored criteria.</p> | |
| 2 | CTD (Conductivity, Temperature, Depth) Sensor x 1 | <p>Essential Requirements:</p> <ul style="list-style-type: none"> • Depth Rating: Operational to depths of up to 150 meters. • Wifi compatibility: Wireless data retrieval in field conditions. <p>Components:</p> <ul style="list-style-type: none"> • Conductivity, Temperature, and Depth sensor. • Protection during deployment and retrieval. • Transit Case <p>Added Value:</p> <ul style="list-style-type: none"> • Lead Times: Short lead times for delivery of 1 unit will be a high-scoring variable. <p>This will be assessed via the evaluation matrix. This consists of various questions with a pass/failure or scored criteria.</p> | 5 |
| 3 | Cetacean Click Train Recorder x 21 | <p>Essential Requirements:</p> <ul style="list-style-type: none"> • Functionality: Optimized for cetacean acoustic monitoring • Manufacturers to provide compatible analysis software to ensure collected data can be processed. • Depth Rating: Operational to a minimum depth of 150 meters. • Battery Life: Capable of operating for a minimum of 6 months with at least a 50% duty cycle. <p>Added Value:</p> <ul style="list-style-type: none"> • Lead Times: Short lead times for delivery of 21 units will be a high-scoring variable. <p>This will be assessed via the valuation matrix. This consists of various questions with a pass/failure or scored criteria.</p> | 10 |





| | | | |
|---|-------------------------------------|--|----|
| 4 | Fish Tag Detector x 21 | <p>Essential Requirements:</p> <ul style="list-style-type: none"> • Capabilities: Able to detect 69 kHz acoustic tags. • Depth Rating: Operational to a minimum depth of 150 meters. • Battery Life: Minimum operational duration of 6 months. • Power Management: Programmable power levels to optimize performance and extend battery life. <p>Added Value:</p> <ul style="list-style-type: none"> • Integration Preference: Suppliers who can offer an integrated fish tag detector and acoustic release system, where feasible, will be awarded higher scores for design efficiency and deployment simplicity. • Lead Times: Short lead times for delivery of 21 units will be a high-scoring variable. <p>This will be assessed via the evaluation matrix. This consists of various questions with a pass/failure or scored criteria.</p> | 5 |
| 5 | Acoustic Release Device x 21 | <p>Essential Requirements:</p> <ul style="list-style-type: none"> • Depth Rating: Capable of functioning to depths of up to 150 meters. • Additional Features: Must be compatible with a manual tracking receiver. • A line canister suitable to store a minimum of 200 m of recovery line suitable to lift the deployed equipment back to surface and vessel deck. Mooring weight is around 120 kg plus another ~ 30 kg sensors = 150 kg actual dry weight (x 3 for safety factor = ~ 500 kg breaking strength for the recovery line). <p>Added Value:</p> <ul style="list-style-type: none"> • Battery life: A minimum battery life of 6 months, but preference for 9 months or more. • Integrated failsafe mechanism / timed release • Lead Times: Short lead times for delivery of 21 units will be a high-scoring variable. | 10 |



| | | | |
|---|--|---|-----------|
| | | This will be assessed via the evaluation matrix. This consists of various questions with a pass/failure or scored criteria. | |
| 6 | Manual Tracking Receiver & Transponder / smart hydrophone (1x/1x) | <p>Essential Requirements:</p> <ul style="list-style-type: none"> Functionality: Equipped with GPS positioning for precise localization of acoustic release devices, detect health statistics, and monitor/decode transmitters and will trigger the acoustic release system. <p>Added Value:</p> <ul style="list-style-type: none"> Lead Times: Short lead times for delivery of 1 unit will be a high-scoring variable. <p>This will be assessed via the evaluation matrix. This consists of various questions with a pass/failure or scored criteria.</p> | 5 |
| 7 | Key Dates | <p>Provide an outline of how the Bidder will deliver the Scope of Work to the required schedule.</p> <p>Added Value:</p> <p>Lead Times: Short lead times for delivery of will be a high-scoring variable.</p> <p>Please provide a Gantt chart for the project schedule and a list of key dates for assessment.</p> | 5 |
| 8 | Health and Safety | Please confirm you can comply in full with the health and safety obligations under the Contract, including the Services Specification | Pass/Fail |

Evaluation of Technical Requirement 8 – Health and Safety

- 3.2 Technical Requirement 8 is scored on a Pass/Fail basis. A “Pass” will be awarded where the Bidder confirm that it can comply in full with all the requirements related to health and safety in the Contract, including the Service Specification and CSP is satisfied that it can in fact comply. A “Fail” will be awarded where the Bidder does not confirm that it can comply in full with all the requirements related to health and safety in the Contract, including the Service Specification or does not provide a response to this Question, or CSP is not satisfied that it can in fact comply in full. If a Bidder is awarded a Fail, the Tender Response will be rejected and excluded from the Procurement.

Evaluation of Technical Requirements 1 to 7

- 3.3 CSP will score the response to Technical Requirements 1 to 7 by reference to the table below. The Tender Response should commit to all Essential Requirements. CSP will reject any Tender Response (which will be excluded from the Procurement) that cannot provide all Essential Requirements without exception or with only immaterial exceptions.





| Score | Definition | Scoring Criteria |
|-------|---------------------|--|
| | | In the opinion of the evaluators, the Bidder's response provides information which: |
| 4 | Excellent | <ul style="list-style-type: none"> • <u>Meets all the Essential Requirements</u> • Addresses all other aspects of the Requirement and all aspects of added value: and • Provides a complete and clear methodology and relevant supporting information each of which does not contain any substantive weaknesses; and • Provides complete confidence in the Bidder's proposed delivery of the Requirement with short lead times. |
| 3 | Good | <ul style="list-style-type: none"> • <u>Meets all the Essential Requirements</u> • Addresses all other aspects of the Requirement and some aspects of added value; and • Provides a clear methodology and relevant supporting information, but contains minor weaknesses; and • Provides confidence in the Bidder's proposed delivery of the Requirement, with no more than minor reservations. |
| 2 | Moderate | <ul style="list-style-type: none"> • <u>Meets all the Essential Requirements</u> • Addresses almost all other aspects of the Requirement; • Provides a methodology and supporting information that contains no more than moderate weaknesses; and • Provides a moderate level of confidence in the Bidder's proposed delivery of the Requirement, with no more than moderate reservations. |
| 1 | Weak | <ul style="list-style-type: none"> • <u>Meets all the Essential Requirements</u> • Partially addresses the other Requirement; and/or • Provides a methodology and supporting information that are of limited or no relevance, or contain significant weaknesses; and/or • The evaluators have significant reservations regarding the Bidder's proposed delivery of the Requirement and long lead in times. |
| 0 | Unacceptable | <ul style="list-style-type: none"> • <u>Meets all the Essential Requirements</u> • No response or the response does not give the evaluators any confidence in the Bidder's proposed delivery of the Requirement. |

Guidance for Bidders

- 3.4 Bidders should note that there is a definition of Requirement stated in Part 5 of this ITT.
- 3.5 To “address” an aspect of a Requirement, a Bidder must refer to its method of service provision in its response to the relevant Requirement.





- 3.6 Evaluators shall award marks based on the relevant information provided in the Bidder's proposal which relates to the Requirement. Bidders should clearly mark which sections of their proposal relate to each of the Requirements.

Calculating Scored Requirements

- 3.7 Each Requirement will be evaluated separately. For each Requirement, the Bidder shall be awarded a score out of 0-4. The weighted score for each Requirement shall be calculated so that:

- For a score of 0 – the question weighting is multiplied by 0%
- For a score of 1 – the question weighting is multiplied by 25%
- For a score of 2 – the question weighting is multiplied by 50%
- For a score of 3 – the question weighting is multiplied by 75%
- For a score of 4 – the question weighting is multiplied by 100%

For example, if a Bidder receives a score of 3 for each of the Technical Requirements 1 to 7, its total score for Technical will be 37.5 out of 50. This is calculated as follows:

$$R1 - 10 \times 75\% = 7.5$$

$$R2 - 5 \times 75\% = 3.75$$

$$R3 - 10 \times 75\% = 7.5$$

$$R4 - 5 \times 75\% = 3.75$$

$$R5 - 10 \times 75\% = 7.5$$

$$R6 - 5 \times 75\% = 3.75$$

$$R7 - 5 \times 75\% = 3.75$$

$$\text{Total} = 37.5$$

4 COMMERCIAL CRITERIA

- 4.1 CSP has allocated 40% of the overall available marks for the Commercial Criteria.

Commercial Principles

- 4.2 Bidders' responses should be clear and concise. Bidders are not permitted to submit prices that are qualified or caveated in any way. Bidders are referred to paragraph 1.3 of this section 3 regarding rejection of Tender Responses that have contravened any of the terms and conditions of the ITT.
- 4.3 All prices must be submitted in GBP, excluding VAT (if any).
- 4.4 CSP's only liability to pay the Contractor in respect of the Services shall be payment of the fees specified in of this Part 3 (Commercial Response Document), and reflected in the Contract.





- 4.5 The Contractor shall not be entitled to any fees in respect of the Services except those stated at paragraph 4.4 above.

Commercial Response Guidance

- 4.6 Bidders are required to complete the Commercial Response Document in accordance with the following instructions:
- (a) Include a value in £GBP
 - (b) The Commercial Response Document must be completed in full. No cells may be left blank.
- 4.7 Failure to provide a Commercial Response Document completed in accordance with all of the above requirements may be treated as a non-compliant bid and rejected in accordance with paragraph 1.3.

Commercial Evaluation Guidance

- 4.8 A Total Indicative Price will be calculated by adding together the values in the Bidder's Inclusive price for each Item 1-6 in the Summary Table to give a single price (the "**Total Indicative Price**").
- 4.9 The Bidder that offers the lowest Total Indicative Price will be allocated full marks (40%), and other Bidders will be awarded a proportion of the full marks based on their deviation from the lowest fixed price as follows:

Commercial Response Score =

(Lowest Bidder's Total Indicative Price) / (Bidder's Total Indicative Price) X Commercial Response Weighting

For example, if Bidder A's Total Indicative Price is £10,000, which is the lowest Bidder Total Indicative Price, and Bidder B's Total Indicative Price is £20,000 and Commercial Response has a weighting of 40%:

- (a) Bidder A scores 40%; and***
- (b) Bidder B scores 20%, being (10,000 / 20,000) X 40% = 20%***

5 SOCIAL VALUE CRITERIA

- 5.1 CSP has allocated 10% of the overall available marks for the Social Value Criteria.
- 5.2 Bidders are required to provide a response to the Question set out in the table below.

| Question Number | Question | Weighting |
|-----------------|---|-----------|
| 1 | Please explain in not more than 500 words how you will deliver additional environmental benefits in the performance of the Contract including minimising carbon impact, for example through choice of suppliers and procedures. | 10 |





- 5.3 Bidders must provide a response to the Social Value Question set out at paragraph 5.2 above in their Tender Response. CSP will score the response to the Social Value Question by reference to Table 2 below. Evaluators shall award marks according to the response to the Question provided by a Bidder. Evaluators shall not infer any information that is not stated in a Tender Response, whether or not that information is stated in response to another Question, or whether it is otherwise known to the evaluators.

Table 2 – Evaluation of Social Value Requirements

| Score | Definition | Scoring Criteria |
|-------|------------------|---|
| | | In the opinion of the evaluators: |
| 4 | Excellent | <p>The response leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> • Very good understanding of the requirements. • Excellent proposals demonstrated through clear and measurable commitments. • Considerable insight into the relevant issues. |
| 3 | Good | <p>There are no significant areas of concern in the response, although there may be minor issues. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. • Good proposals demonstrated through clear and measurable commitments. • Some insight demonstrated into the relevant issues. |
| 2 | Moderate | <p>There are no significant areas of concern, although there may be moderate issues. The response therefore shows:</p> <ul style="list-style-type: none"> • Some understanding of the requirements has been demonstrated. • Moderate proposals have been demonstrated through some commitments but lacking in detail and / or vision. • Moderate insights have been demonstrated into the relevant issues though social value has been recognised. |
| 1 | Weak | <p>The response gives concern in one or more significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> • There is at least one significant issue that is requiring considerable attention. • Proposals do not demonstrate competence or understanding. |



| Score | Definition | Scoring Criteria |
|-------|---------------------|--|
| | | In the opinion of the evaluators: |
| | | <ul style="list-style-type: none"> The response is light on detail and unconvincing showing little understanding or commitment to social value. |
| 0 | Unacceptable | <ul style="list-style-type: none"> The response completely fails to meet the required standard or does not provide a proposal. |

Calculating Scored Requirements

5.4 The Bidder shall be awarded a score out of 0-4. The weighted score shall be calculated so that:

- For a score of 0 – the question weighting is multiplied by 0%
- For a score of 1 – the question weighting is multiplied by 25%
- For a score of 2 – the question weighting is multiplied by 50%
- For a score of 3 – the question weighting is multiplied by 75%
- For a score of 4 – the question weighting is multiplied by 100%

For example, if a Bidder receives a score of 3 for the social value question, its total weighted score for social value will be 7.5 out of 10. This is calculated as follows:

$$Q1 - 10 \times 75\% = 7.5$$





Annex A: Commercial Response Document

Please refer to and complete the document entitled “Commercial Response Document”



Annex B: Certificate of Tender

For the attention of: Celtic Sea Power Limited

Reference: The Subsea Soundscape Project Procurement.

We accept the conditions of tendering as per the ITT and confirm that this is a bona fide offer.

We attach our response to the ITT, and confirm that this has been developed and is tendered in full compliance with the terms set out in the ITT.

We confirm that:

- (a) we unconditionally accept the terms of the Contract;
- (b) the prices submitted as part of our Tender Response are tendered without any caveats or qualifications;
- (c) there are no known impediments which would prevent our entering into the Contract as a result of this ITT response; and
- (d) the signatory is duly empowered to sign tenders on behalf of the Bidder.

Non-collusive tendering

In recognition of the principle that the essence of tendering is that CSP shall receive bona fide competitive Tenders Responses from all those tendering, we certify that this Tender Response is a bona fide Tender Response that is intended to be competitive.

We have not fixed or adjusted the amount of this Tender Response under, or in accordance with, any agreement or arrangement with any other person.

We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender Response any of the following acts:

- (a) communicate to a person other than CSP the amount or approximate amount of the proposed Tender Response (except where the disclosure, in confidence, of the approximate amount of the Tender Response was essential to obtain insurance premium quotations required for the preparation of the Tender Response);
- (b) agree with any person that they shall refrain from tendering or as to the amount of any Tender Response to be submitted; and
- (c) offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender Response any act or thing of the sort described above.

Conflicts of interest

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and CSP and for promptly disclosing any actual or potential conflicts of interest.

So far as any possible conflict of interest has arisen, we have notified CSP promptly in writing of that potential conflict of interest and have taken any steps agreed with CSP to avoid the conflict.



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We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of CSP.

Anti-canvassing confirmation

We have not canvassed or solicited any member, officer or employee of CSP or any person acting as an adviser to CSP in connection with this Procurement or done anything which would constitute a breach of the Bribery Act 2010, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

This proposal will remain valid for acceptance by Celtic Sea Power Limited until 90 days from the Tender Response Deadline.

Name

Position

Address

Email

Fax

For and on behalf of

Signed

By completing this Certificate of Tender and submitting your Tender Response you have agreed that the statements in this Certificate of Tender are correct and that you have complied, and will continue to comply, with CSP's policies on non-collusion, conflicts of interest and anti-canvassing.



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PART 4: CONTRACT TERMS AND CONDITIONS

NOTE TO BIDDERS: Please see separate contract document uploaded with ITT



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PART 5 - DEFINITIONS

- 1 Unless the context otherwise requires, any meanings given to terms or abbreviations used in the Contract shall have the same meanings when used in this document. The following words and expressions used within this document shall have the following meanings:

| Term | Meaning |
|--|---|
| “Bidder” | means an entity that has received this ITT with a view to tendering for this Procurement; |
| “Certificate of Tender” | means the certificate of tender in the form set out at Annex B of Part 3 of this ITT; |
| “Contract” | means the contract that is entered into between the successful Bidder and CSP following the conclusion of this Procurement; |
| “Contractor” | means the Bidder that is awarded the Contract; |
| “S3” | means The Subsea Soundscape Programme |
| “CSP” | means Celtic Sea Power Limited, registered in England and Wales under company number 10166467 and whose registered address is Chi Gallos Hayle Marine Renewables Business Park, North Quay, Hayle, Cornwall, United Kingdom, TR27 4DD; |
| “Disclosure Legislation” | means, to the extent that they are applicable, the Freedom of Information Act 2000 (as may be amended from time to time) and Environmental Information Regulations 2004 (as may be amended from time to time); |
| “FLOW” | means Floating Offshore Wind; |
| “Information” | means the information contained in the ITT or sent with it and any information which has been or may be made available to the Bidders by CSP, its respective employees, agents or advisers in connection with the ITT or the Procurement; |
| “Invitation to Tender” or “ITT” | means this invitation to tender; |
| “Key Sub-Contractor” | means a person that the supplier is relying on in order to satisfy the requirements of the Procurement Specific Questionnaire or any sub-contractor of the Bidder whom it is intended will perform 20% or more of the total charges to be paid for the Services by CSP; |





| | |
|--|---|
| | |
| “Most Advantageous Tender” | means the most advantageous tender assessed from the point of the view of CSP, as further defined in section 19 of the Procurement Act 2023; |
| “Preferred Bidder” | means the Bidder who has provided the most advantageous Tender Response; |
| “Procurement” | means the procurement procedure for the appointment of the contract to which this ITT relates; |
| “Act” | means the Procurement Act 2023; |
| “Requirement” | for the purposes of evaluation, "Requirement" means each Technical Requirement or the relevant requirements defined in the Social Value Question itself; |
| “Scope of Work” | means the scope of work described in Appendix 1 – Scope of Work; |
| “Procurement Specific Questionnaire” or “PSQ” | means the procurement specific questionnaires set out at Part 2 of this ITT; |
| “Central Platform” Digital | means the procurement portal at https://www.gov.uk/find-tender |
| “Services” | means the services described in the Services Specification; |
| “Services Specification” | means the description of the Services that will be provided by the Contractor, as set out in Schedule 1 to the Contract (referenced at Schedule 1 of this ITT), which includes both the Scope of Work and Technical Specifications; |
| “Technical Specifications” | means the details of the technical specifications set out in Appendix 2; |
| “Tender Response” | means a Bidder’s response to this ITT; |
| “Tender Response Deadline” | means the date and time by which a Bidder must submit its Tender Response, as set out at paragraph 3.1; |
| "you" or "your" | shall mean the Bidder that is providing the Tender Response. |





Schedule 1

Services Specification

NOTE TO BIDDERS: Please see separate Service Specification documents uploaded with the ITT. Bidders to note that the Service Specification comprises both the Scope of Work document and the Technical Specifications document.



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