



RYDE TOWN COUNCIL

TENDERING DOCUMENTATION FOR BEACH SAFETY AND FIRST AID SERVICE

Issue date 27/10/22

Return date 02/12/22

CONTENTS

Preamble

Section 1 – Specification

Section 2 – Health & Safety

Section 3 – Insurance and competency

Section 4 – Other general specifications

Section 5 – Form of tender for the beach safety and first aid service contract

Appendix 1 – Pricing schedule / Bills of quantities

Appendix 2 – Equality and Diversity Policy

Appendix 3 – GDPR

Appendix 4 – Location of facilities and patrol areas

Background

Since 2010 Ryde Town Council (RTC) has delivered beach safety (Lifeguards) and first aid service in the town. The service is provided from a fixed key seafront location and is provided annually during the summer half term and then again from the 1st July through to the beginning of September.

Tenders are being invited from suitably qualified and experienced contractors to undertake the provision of a lifeguard service and first aid service, to include regular patrols along Ryde Seafront, to Appley beach and to Ryde Marina, for a period of 2 years commencing in May 2023, with the potential to extend the contract by up to a further 12 months at the discretion of RTC. The continuation of the contract during this period will be subject to the contractor's satisfactory performance.

Facilities, building and areas

The Lifeguard station building is leased by Ryde Town Council and will remain the responsibility of RTC to maintain and ensure it is fit for purpose. The Beach area covered from Ryde Marina to Appley beach is to be patrolled hourly by the Lifeguards. The Beach area directly to the left and right of the station is to be observed constantly within the flagged areas.

RTC paddleboard and Kayak beach hire will be operating from a location approximately 50 Meters to the west of the Lifeguard station. This will add an area in which additional supervision may be required during operational hours.

General requirements

To provide fully qualified and licenced professional members of staff with a minimum of a national vocational beach lifeguard qualification (NVBLQ) and First Aid Trained to patrol Ryde Beach during the previously outlined dates and times.

Contract duration

The Town Council is inviting tenders from suitable qualified and experience contractors to undertake this contract for a period of 2 years.

Invoicing and payment

This is a fixed price contract with no RPI increase. Invoices shall be submitted quarterly.

Contract start date

01/05/2023

Contract end date

01/10/2025

Instruction, information and service level agreement

Tenders are sought by Ryde Town Council for the

The tenderer **MUST** tender for all specifications listed below.

The tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in their tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.

The contract will be awarded based on the most economically advantageous tender received. The assessment will be based on the following criteria:

- 70% on Price
- 20% on Qualitative Criteria
- 10% on Social Value

The qualitative criteria will be based on the additional information to be provided by the contractor as detailed in the Tender Submission contained within this document.

Ryde Town Council will consider track record of contractors that have provided previous satisfactory work for Ryde Town Council and will evaluate references for similar contracts.

It is to be noted that the Council is not bound to accept the lowest tender and if no tenders are received or if the assessment of the tenders of all tenders based on the above criteria are equal, then the Council may make such alternative arrangements for procuring the goods or services or executing the works as it thinks fit.

Once completed a signed copy of the form of tender document, a filled-out pricing schedule and any other additional information you think might help your tender should be returned in the enclosed envelope. The envelope shall not bear any distinguishing marks to identify the tenderer. Please remember to ensure the correct postage is used. Ryde Town Council cannot be held responsible for non-delivery. The sealed envelope can be hand delivered to the office during the normal RTC office hours.

The sealed tender must be returned to Ryde Town Council at the address given in the Form of Tender by:

Procurement timetable -

Activity	Deadline date & time
Publication of advert	27/10/22
Closing date for submission of tenders	02/12/22
Tender opening process	05/12/22
Report to Council	20/12/22
Notice of contract award	21/12/22
Contract award date	21/12/22
Contract start date	01/05/23
Contract end date	01/10/25
Ratification of decision at committee meeting	01/2023

SECTION 1 - SPECIFICATION

Service- The contractor will be expected to provide fully trained and qualified Beach Lifeguards to maintain a fixed presence at the Lifeguard station on North walk (This property is leased by Ryde Town Council from The Isle of Wight Council and remains the responsibility of RTC) attached to The Big Kahuna over 7 days a week between the hours of 10am and 6pm. The contractor must provide a minimum of 3 Lifeguards on duty between the operational hours specified previously, with the capacity to cover all staffing eventualities. They must also be able to fulfil the following;

Patrol- The contractor will need to provide a suitable operating plan 4 weeks before the commencement of the service each year and will liaise with the emergency and other local rescue services when preparing the plan. The plan will need to take account of the tidal nature of Ryde's beaches. The Lifeguards will maintain a lookout at the station and at the *Marina arm (**2 hours before and after high water*), undertaking observations between flagged area. Lifeguards will also undertake regular hourly patrols along the beaches/footway as appropriate up to Appley Tower to the east, Ryde Marina to the west and to the Splash Park by Ryde Canoe Lake completing a patrol log. When undertaking patrols lifeguards will undertake the preventative and emergency action as detailed above and will also act as information givers to provide water safety and other information to the public.

First aid- Lifeguards will provide first aid service from the lifeguard station and will take a first aid kit with them whilst on patrol to aid anyone in need of assistance where required.

Equipment- The contractor must be able to provide adequate equipment and additional staffing of Lifeguards (where necessary) to aid in effective and efficient patrols, accident/incident prevention and rescue when required. Ensuring all relevant insurances are in place.

Prevention and Rescue- The Lifeguards will be expected to take preventative action to avoid emergencies and all necessary action to respond to emergencies and to have clear operating reporting procedures if emergencies occur. The Tender will need to demonstrate how the Lifeguards will be able to respond to any emergencies in the sea.

Appearance- The contractor will ensure that Ryde Town Councils (RTC) logo is shown on all uniform and equipment. The Lifeguards should be aware at all times that they are very visibly representing both RTC and the contractor in the public realm.

Reporting- The contractor will ensure a weekly log of all patrols carried out, any incidents that have occurred and any preventive actions taken to reduce incidents recurring where possible to RTC. An annual report after the service has finished in September will be produced for RTC.

Additional services- The Contractor will be required to have the capacity to take on additional duties to assist RTC in their Beachfront Operations on a daily basis. If these additional duties fall outside of the operational hours outlined previously the monetary value may be invoiced to RTC on a monthly basis once an amount is agreed by both parties.

Supervision of Ryde Town Councils paddleboard and kayak beach hire activity will also be required during their operational hours. Qualified staff will be employed by Ryde Town Council during the summer season to set up, break down and operate the facility but will require assistance from the beach lifeguards as required.

If adverse weather prevents the operation or employment of staff for a period greater than one week between the dates of July to September, there would be the possibility to extend operational dates to weekends in September and October if the weather permits and footfall is there. RTC would also look to have a lifeguard presence during any events they feel would require one.

SECTION 2 - HEALTH & SAFETY

The successful contractor will be required to supply all up to date and relevant risk assessments and safe working method statements before the contract commences.

An up-to-date risk assessment and method statement must be provided each year.

The method statement will consider the various risks within the works and set out clear methods for avoiding injury to operatives, the public or property.

SECTION 3 - INSURANCE AND COMPETENCY

Tenders must provide up to date and relevant insurances including £10 million public liability. Fully qualified and licenced professional information including national vocational beach lifeguard qualification (NVBLQ) and First Aid Trained.

SECTION 4 - OTHER GENERAL SPECIFICATIONS

Meetings A pre-contract meeting will take place to organise all specification outlines. Ryde Town Council will also arrange annual contract meetings to enable both parties to discuss the contract.

Emergency meetings can be called at any time and contractors can also call meetings when they feel appropriate.

Signage Tenderers will provide and put in place their own signage at all locations with their company, operational hours, and logo. Along with clear signage of where the First Aid point is situated along Ryde Seafront. These locations will be organised with Ryde Town Council in the pre-contract meeting.

Invoicing It is anticipated that a single VAT invoice for the beach safety and first aid service is to be submitted in accordance with the rates entered in the bills of quantities in Appendix 1, following satisfactory completion of the service each year. However should the successful contractor wish for an alternative approach to invoicing to be agreed this will be considered.

The Contract The contract will be with Ryde Town Council. No sub letting of the contract to a third party is allowed without prior permission. The initial term of the contract will be for 2 years commencing on 1 May 2023. The contract may be extended by up to a further 12 months at the sole discretion of RTC. A minimum of three months notice will be given to the contractor prior to the end of the initial 2-year contract period. The initial agreed contract price shall rise each year on the anniversary of the contract award in accordance with the Governments CPI Index (Consumer Price Index)

Variations Any variations to the contract will be notified to the Contractor by the Town Clerk and agreed in writing between the two parties. The value of any variations made will be based on the rates entered by the contractor in the Bills of Quantities, or used as the basis of the valuation if no appropriate rate exists.

Canvassing and disclosure Canvassing of members of the Town Council or its staff, directly or indirectly, for a tender of the Council will disqualify the applicant for such tender. If an employee of the Contractor is related to any Councilor, or to any officer of the Council, this shall be disclosed in writing to the Town Clerk. If the Contractor fails to do so he shall be disqualified, and, if awarded the contract(s), may be dismissed without notice. The Clerk shall report to the Council or to the appropriate committee any such disclosure.

Termination of the contract Should, in the opinion of the Council, the service provision be deemed to be of an unsatisfactory standard or any other contravention of these contract terms occurs you will be deemed to be in breach of contract and the contract will be terminated with immediate effect. However, the Contractor will be given notice by the Council of unsatisfactory standards being achieved and will be given an opportunity to improve standards within an agreed timescale. Failure to do so will result in termination of the contract. Should the Contractor wish to terminate this contract, a minimum of three months notice must be given prior to the commencement of each contract year.

Transfer of undertakings (protection of employment) regulations The Council believes that the Terms of the European Acquired Rights Directive 77/187 and / or the Transfer of Undertakings (Protection of Employment) Regulations could potentially apply. If the Directive is held to be applicable then Tenderers should take into account the following requirements: a) The need to consult with a recognised trade union; b) The need to maintain existing rates of pay and conditions of employment; and c) The need for the successful Tenderer to accept liability in respect of all claims for redundancy, unfair dismissal and all other claims related to the current contractors employees. You are advised to seek independent professional advice on the effect of the Directive and / or Transfer of Undertakings (Protection of Employment) Regulations on your company should you be in a position of being the successful Tenderer. The Tenderer is to advise the Council if they consider TUPE applies. (TUPE Tender). Tenderers are advised that no Council employees will be transferring to the service.

Point of contact Contractors will report to the Beachfront Operations Manager throughout the duration of the contract.

Site visits The contractor is strongly advised to visit the location listed and fully inform themselves as to the nature of the works asked of them.

Information databases In the pre-contract meeting Ryde Town Council and the tenderer will work together to make a database for tenders to provide information on all patrols and reports. Once organised the database will be made and tenders are to use the database to update with any information appropriate after each patrol, health and safety issues, and other relevant information.

The database will then get updated weekly by yourselves and sent to Jake.Babington@rydetowncouncil.gov.uk on the designated day to ensure both parties are aware of all relevant information.

Equality and Diversity Tenderers must adhere to RTC Equality and Diversity policy or provide an agreeable alternative to RTC at the pre contract meeting. (Appendix 2)

GDPR Tenderers are accountable to the same GDPR regulations as Ryde Town Council and must read, understand and provide a copy to any employees. (Appendix 3)

SECTION 5 - FORM OF TENDER FOR THE BEACH SAFETY AND FIRST AID SERVICE CONTRACT

Town Hall Chambers,
10 Lind Street,
Ryde,
Isle of Wight,
PO33 2NQ

Thursday, 27 October 2022

Dear Sirs,

I / we have read the specification & contract terms and having understood, by site visits or otherwise, the requirements & the contract.

We offer to deliver the Beach Safety and First Aid service stated in the specification above for the fixed price sum of £..... (Including VAT) (in words)
Per Annum.

The above prices are detailed in the supporting quotation checklist section (APPENDIX 1) and in a personal business quotation submitted including as much detail as possible.

I/we understand that Ryde Town Council is not bound to accept the lowest or any tender received. It can also accept either or both of the above at its sole discretion

I/we undertake, in the event of your acceptance of this tender, to execute a formal contract containing the terms & conditions of the tender.

I/we certify that this is a bona fide tender, intended to be competitive and that the amount has not been fixed or adjusted by any arrangement with any other person or organisation.

I/we undertake to keep this tender open for 6 months from the tender return date.

By signing this document I/We have read and understand Ryde Town Councils Data Protection policy (Appendix 3).

Signature:.....

Position:.....

Being authorised to sign tenders on behalf of:.....

Name of Contractor:.....

PREAMBLE TO BILLS OF QUANTITIES

Attention is directed to all of the sections comprised in this tender document and these are to be read in conjunction with the following Bills of Quantities. The contractor should visit the areas in full in which the services are to be provided to satisfy himself as to the local conditions, the full extent and character of the operations, the supply and conditions affecting labour and all other factors which could affect the execution of the contract generally as no claims on the grounds of want of knowledge will be entertained.

All services provided under this contract will be subject to regular quality inspections.

Each item shall be priced separately in the Bills of Quantities. Bracketing of items and the terms 'inclusive' and 'included' will not be acceptable and may result in the tender being rejected.

The tenderer is to allow in his prices for meeting the cost of providing manpower, offices, depots, all necessary plant and equipment, any associated charges, and every item of work necessary to make a complete job to the reasonable satisfaction of the Council.

The Council will not entertain any claim arising from the contractor's omission of any cost or charge and the tender figure will be deemed to include all costs required to provide a complete service as defined in the specifications, conditions of contract and any other associated documents.

The quantities of the works and frequencies of repetition specified in the specifications and other tender documents represent the standard service required by the Council. However, the Council reserves the right to increase or decrease the service standards.

The rates entered in the Bills of Quantities shall be the full inclusive value of the work described under the several items, including all costs and expenses, labour, plant and equipment and all other matters which may be required to provide the services in accordance with the contract, together with all general risks, liabilities and obligations set forth or implied as necessary to comply with the conditions of contract, the specifications and all other documents forming part of the contract.

Before pricing any item in the Bills of Quantities, the contractor should pay particular attention to the differing factors affecting each part of the service. The rates entered in the Bills of Quantities will be deemed to reflect these factors.

There is no Preliminaries Bill included within these documents and therefore all administration charges and overheads, costs of insurance as identified must be included within the rates for the various items of work included in the Bills of Quantities etc

APPENDIX 4

Location of facilities and patrol areas



1. **Beach Lifeguard station** - Located along North walk. Attached to The Big Kahuna.
2. **Marina arm** - Located to the West of the Lifeguard station.
3. **Splash park** - Located to the East of the lifeguard station and end of Canoe lake.
4. **Appley beach** - Located to the East of the lifeguard station beyond Splash park.