



RYDE TOWN COUNCIL

TENDER DOCUMENTATION

BEACH SAFETY AND FIRST AID SERVICE

December 2017

RYDE TOWN COUNCIL – BEACH SAFETY AND FIRST AID SERVICE

INTRODUCTION

Since 2010 Ryde Town Council (RTC) has delivered a 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 Whitsun 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 the splash pool located next to Ryde Canoe Lake and to Ryde Skatepark, for a period of 4 years commencing in May 2018, with the potential to extend the contract by up to a further 12 months at the discretion of the Town Council. The continuation of the contract during this period will be subject to the contractor's satisfactory performance.

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

- 80% on Price
- 20% on Qualitative Criteria

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. Each of the four elements identified will constitute 5% of the qualitative assessment.

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.

SPECIFICATION

PROVISION OF A LIFEGUARD SERVICE

The contractor will be expected to provide enough suitably trained and qualified lifeguards to maintain a fixed presence at the Lifeguard Station on North Walk across seven days a week between the hours of 11am and 6pm. The Town Council has the responsibility of securing the use of the Station under a tenancy at will process with the Isle of Wight Council.

The Lifeguards will maintain a lookout at the Lifeguard Station and undertake observation of the beaches immediately to the left and right of the station.

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 and reporting procedures if emergencies occur. The tender will need to demonstrate how the Lifeguards will be able to respond to emergencies in the sea.

The Lifeguards will also undertake regular hourly patrols on foot along the beaches/footway as appropriate up to Appley Tower to the east, Ryde Harbour to the west and to the Splash Park by Ryde Canoe Lake and to the Skatepark located behind the Superbowl. 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. The contractor will ensure that the Town Council's logo is shown on all uniform and equipment and the Lifeguards should be aware at all times that they are very visibly representing both the Town Council and the Contractor in the public realm.

The contractor will 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 contractor will provide a weekly log of all incidents to the Town Council and an Annual Report after the service has finished each September.

The Lifeguard will provide a first aid service from the Lifeguard Station and Lifeguards will take a first aid kit with them whilst on patrol.

ADDITIONAL SERVICES

The contractor is required to have the capacity to take on additional duties during the contract period should these be required. The cost for any additional duties will be based on the rates entered into the Bill of Quantities by the Contractor. The contractor will also be available to undertake other duties in the event of inclement weather, such as school visits to promote water safety.

CONDITIONS OF CONTRACT

HEALTH & SAFETY

The Contractor must comply with all relevant Health and Safety legislation. Measures must be taken to minimize any risk to the public. For example equipment must not be left on the pavement where they could present a trip hazard.

Any vehicle or bicycle used for the delivery of the service must be parked so as not to contravene any parking restrictions and/or present any obstruction to other road users and the public.

Full risk assessments must be completed by the contractor and submitted with the tender.

INSURANCE

It is a requirement that the contractor is adequately insured, with a minimum of £10m public liability cover. A copy of your current insurance certificate must be included in the tender response.

ATTENDANCE

The Contractor will be required to appoint a representative who will be the first point of contact with RTC officers.

It is expected that the Contractors representative will, upon request, attend meetings at the RTC offices or on site with RTC representative(s) to discuss the performance and any other aspects of the contract. As a minimum it is expected that an annual progress meeting is undertaken prior to the commencement of the next contract year, and that interim quarterly meetings are held.

EQUIPMENT

The Contractor shall provide all suitable equipment for the delivery of this contract and have insurance for all equipment. Any new highways signage required for the delivery of the service will be provided by the Town Council.

MEDIA

The Contractor will be required to seek the Town Council's agreement to any contact that the Contractor wishes to undertake about any aspect of the services provided with the media

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 4 years commencing on 1 May 2018. 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 4-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.

TENDER SUBMISSION

Your tender submission should comprise the completion of the form of tender, supported by the pricing schedule at **Appendix 1** together with a copy of your current public indemnity insurance certificate and full risk assessments. An accompanying letter must also give the following details:

- Outline your understanding of the specification (5%)
- Confirm acceptance of the requirements outlined in this tender document (5%)
- Provide examples of similar contracts undertaken (5%)
- Provide details of at least two persons / organisations who can comment on your ability to carry out this type of work (5%)

One completed and signed copy of the tender document 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 (9.00am to 16.00pm Monday – Thursday: 9.00am to 14.00pm Friday).

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

12.00 Noon on Friday 2 February 2018

The two Town Clerks, in the presence of the Councils Procurement Adviser, will open all tenders at the same time. Incomplete or qualified tenders will be rejected, in addition to those that have not been returned in accordance with these conditions. Late tenders will not be considered and will be opened only to return them to the sender.

Tenders will be checked for numerical accuracy and assessed on the criteria detailed in the Introduction and based on the most economically advantageous tender received. However, the Council is not bound to accept any tender.

Any queries relating to this tender must be raised in writing with the Clerk to the Council by no later than **12.00 Noon on Friday 5 January 2018**. No queries will be entertained beyond this date. The results of any queries will be issued to all tenderers tendering for the services to which the query / queries relate where this is deemed appropriate, although the identity of the contractor(s) who raised the queries will not be made known.

It will be expected that the Contractor, prior to submitting his tender will have made any necessary site visits and satisfied himself of any access arrangements and any other necessary information required and that the tender is fully inclusive of all costs. Please also refer to the preamble to Bills of Quantities.

It is expected that the award of the contract(s) will be made during the week commencing **Monday 5 March 2018**.

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 1 – PRICING SCHEDULE / BILLS OF QUANTITIES

BEACH SAFETY (LIFEGUARDS)

DESCRIPTION	QUANTITY	UNIT	RATE (£)	TOTAL COST (£)
Provision of a Beach Safety (Lifeguard) Service in accordance with the Specification - Whitsun Half Term	1	Week		
Provision of a Beach Safety (Lifeguard) Service in accordance with the Specification – Summer Period	9	Week		
Total for Beach Safety (Lifeguard) Service carried forward to Grand Summary				£

FIRST AID SERVICE

DESCRIPTION	QUANTITY	UNIT	RATE (£)	TOTAL COST (£)
Provision of a First Aid Service in accordance with the Specification - Whitsun Half Term	1	Week		
Provision of a First Aid Service in accordance with the Specification – Summer Period	9	Week		
Total for First Aid Service carried forward to Grand Summary				£

GRAND SUMMARY FOR BEACH SAFETY (LIFEGUARDS) AND FIRST AID SERVICE

Total for Beach Safety (Lifeguards) Service brought forward to Grand Summary	£
Total for First Aid Service brought forward to Grand Summary	£
Grand Total – Beach Safety (Lifeguards) and First Aid Service	£



RYDE TOWN COUNCIL

FORM OF TENDER FOR

BEACH SAFETY AND FIRST AID SERVICE

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

Dear Sirs,

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

Offer to deliver the Beach Safety (Lifeguards) Service for the fixed price sum of

£..... (Excluding VAT) (in words) Per Annum

Offer to deliver the First Aid Service for the fixed price sum of

£..... (Excluding VAT) (in words) Per Annum

The above prices are as detailed in the supporting tender price schedule, shown in **Appendix 1**

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.

Signature:

Position:

Being authorised to sign tenders on behalf of:

Name of Contractor:

Address: