



Volume One (1)

Instructions and Information

Applicants should read this Volume first

**T082SH Salcombe – Kingsbridge Estuary
Night Security Patrol Service**

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1 Definitions

Applicant	Shall mean the organisation responding to the Invitation to Tender (ITT)
Award	Shall mean the process by which the Authority shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015
Authority	Shall mean the lead Authority named within this procurement documentation
Bid	Shall mean the Applicant's response to the Invitation to Tender (ITT)
Commercially Sensitive information	Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant's Offer comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss
Consortia/Consortium	Shall mean two (2) or more persons, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Regulation 19 Public Contracts Regulations 2015)
Contract	Shall mean the Agreement between the Authority and Contractor for the execution of the Services, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved
Contracting Authority	Shall mean the Authority and any other organisation on whose behalf the Authority may be working
Contractor	Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Authority
Employers' Liability (Compulsory Insurance)	<p>Shall mean an insurance that enables organisations to meet the costs of damages and legal fees for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.</p> <p>By law, an employer must have EL insurance and be insured for at least £5 million. Most insurers automatically provide cover of at least £10 million. The insurance must cover all the organisation's employees in England, Scotland, Wales and Northern Ireland.</p> <p>If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers' Liability Insurance. Limited companies with only one employee, where that employee also</p>

	owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers' Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide.
ITT	Shall mean Invitation to Tender
Lead Applicant	Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners
MEAT	Shall mean most economically advantageous tender from the point of view of the contracting authority in relation to the subject matter of the contract
Product Liability Insurance	<p>In Product Liability Insurance terms, a product is any physical item that is sold or given away.</p> <p>Products must be 'fit for purpose'. The organisation is legally responsible for any damage or injury that a product it supplies may cause (in some circumstances this also includes products that the organisation does not manufacture).</p> <p>Product Liability Insurance covers the organisation against damages awarded as a result of damage to property or personal injury caused by the product. If damages are paid for personal injury, the NHS can claim to recover the costs of hospital treatment (including ambulance costs). This applies to incidents that occur either on or after 29 January 2007.</p>
Professional Indemnity Insurance	<p>Shall mean a liability cover that provides protection for negligent advice or a service provided by the organisation, it also protects against damages the organisation becomes liable for in relation to mistakes made such as errors of judgement, basic administration errors, mislay of or damage to clients' documents. It is designed to safeguard it against claims made by clients for any resulting financial loss or damage to their reputation. This type of insurance should also cover legal fees and costs.</p> <p>Individuals and organisations that provide professional advice or consultancy services need Professional Indemnity cover.</p>
Public Contracts Regulations	Shall mean the legislation incorporated in to English law concerning public procurement, which can be found at http://www.legislation.gov.uk/ukxi/2015/102/contents/made
Public Liability Insurance	<p>Shall mean an insurance that covers members of the public or customers coming to the organisation's premises or if the organisation's staff go to theirs (including if the organisation is based 'at home').</p> <p>It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation.</p> <p>Premiums are based on the type of business and rated on an estimate for the level of activity of the business.</p>
Selection	Shall mean the process by which Applicants will be selected to

	move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 28 of the Public Contracts Regulations 2015
Selection Questionnaire	Shall mean the pro-forma that all Applicants will be required to complete and submit as part of their Bid, pursuant to Regulation 28 of the Public Contracts Regulations 2015
Service/s	Shall mean any action/s by the Contractor required by the Contract
Specification	Shall mean the detailed description of the Authority's requirements
Submission	<p>Shall mean the correct and proper process for submitting the Applicant's Bid electronically. All Bids shall be submitted in accordance with the 'Submitting the Tender Response' section of the ProContract Supplier Guide entitled 'The Tender Process within ProContract', which can be found from the 'Help' screen on the system.</p> <p>Applicants will not e-mail their Bids directly to any named person/s within the Authority or to any of the Authority's generic e-mail addresses.</p> <p>Applicants will not attach their Bids to any part of the ProContract system other than described within the document referred to above.</p> <p>Applicants will not send their Bids to the Authority in a paper or other 'hard' format unless specifically requested to do so within the associated bid documentation.</p> <p>Any Submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.</p>
Supplying the South West	Shall mean the e-Tendering portal through which the Authority advertises procurement opportunities and conducts procurement processes electronically
Tender	<p>Shall mean Invitation to Tender</p> <p>Shall mean your written offer to Contract Goods/Works or Services at the cost/s or rate/s specified in any subsequent documentation</p>
Volume One (1) Instructions and Information	Shall mean the document containing advice to Applicants concerning the way that the procurement process will be conducted, the way in which the documentation should be completed and shall contain information pertaining to the procurement including the specification
Volume Two (2) Applicant's Offer	Shall mean the document containing the Selection and Award criteria to be used in the procurement process and shall be the document in which the Applicant shall make its response to those criteria plus pricing and information concerning the Applicant's organisation

2 Instructions

2.1 Authority's Warranties and Disclaimers

The fact that an Applicant has been invited to bid does not necessarily mean that the Applicant has completely satisfied all the Authority's criteria and the Authority may require further information as appropriate and assess this as part of the evaluation process.

The Applicant shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Applicant save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Authority to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.

Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Authority does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.

Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Authority be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or Submission of an offer.

2.2 Bribery Act

The Bribery Act 2010 modernises the law on bribery and came in to force on 01 July 2011. The Act requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>.

2.3 Public Services (Social Value) Act

The Public Services (Social Value) Act 2012 brings in a statutory requirement for public authorities to have regard to economic, social and environmental well-being in connection with public services contracts in a way that is relevant to the subject matter of the contract and compliant with the Public Contracts Regulations 2006. It is important to note that this applies to Service contracts only and not to Works and Goods contracts. Applicants must note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

2.4 Freedom of Information Act

The Authority is subject to the provisions of the Freedom of Information Act 2000 (“FOIA”). The Act provides that anyone can ask the Authority for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which an Applicant has provided in respect of this procurement and may provide in future to the contracting authorities will be subject to the FOIA.

In the absence of special circumstances, any part of the Tender documentation may be regarded as not subject to any exemptions, and therefore capable of being disclosed under the FOIA.

In respect of any completed Bid, where the Authority is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Applicant considers that any of the information contained in its Bid is subject to any exemption, this shall be stated in the submitted Bid at Volume Two (2) Applicant’s Offer with an explanation setting out what exemption it considers applicable and the reasons for it. The Authority may have regard to this explanation when considering its response to FOIA requests.

The attention of Applicants is drawn to Section 43 of the Freedom of Information Act Guidance (http://www.ico.gov.uk/for_organisations/guidance_index/freedom_of_information_and_environmental_information.aspx) which provides that information may be exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Authority). Applicants are further advised that, if the Authority considers this exemption applies, it will then be necessary for the Authority to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

2.5 Counter Terrorism and Security Act 2015

Section 29 of the Counter Terrorism and Security Act 2015 places a duty on Local Authorities in the performance of their duties to have “due regard to the need to prevent people from being drawn into terrorism”. The Act requires the Authority to ensure that its procedures help to ensure a better understanding of radicalisation so that strategies can be put in place to deal with it. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.legislation.gov.uk/ukpga/2015/6/contents>.

2.6 Study of the Document

Documents issued by the Authority to a prospective Applicant must not be passed on to a third party without the express permission of the Authority.

Applicants are expected to read, understand and agree to the Volumes (including the terms and conditions) of the document as they will in their entirety form part of the resultant Contract.

The Applicant is required to obtain all information as it may require them to make a Bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information provided will be relied upon as being true and accurate and will form part of the Contract with the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.

The Applicant's price shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Bid.

The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

2.7 Consortia and Sub-contracting

Where an Applicant wishes to make its application as a Consortium or utilising sub-contractors the Authority advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted. The Lead Applicant is advised to confirm precisely what the arrangements are within its Bid including providing the names of all of the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements. Such details should be provided within the Selection Questionnaire where appropriate and should enable the Authority to assess the overall Consortium or core supply base. All members of the consortium are required to provide the information required in all sections of the Selection Questionnaire.

The Lead Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the Consortium or the exact nature of and degree to which the Services will be sub-contracted.

Applicants that wish to bid as a Consortium or sub-contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants.

The Authority recognises that arrangements in relation to Consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and sub-contracting must be notified to the Authority during the procurement process or in the event that they are the successful Contractor and in any event as soon as that change is known. The Authority may then make a further evaluation of that Applicant or Contractor by applying the Selection criteria to the new information provided. In the event that the Authority's evaluation of the new information results in an outcome that is different from the original, the Authority reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or sub-contractors shall not have a negative impact upon the arrangements.

If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.

Please note that the Authority reserves the right to require a successful Consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015.

2.8 Ownership

The procurement documentation and all copies thereof are and shall remain the property of the Authority and save for the purposes of the Bid, must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.

2.9 Discrepancies, Omissions and Enquiries concerning the Documents

Should the Applicant find discrepancies in, or omissions from, the documents, the Authority shall be immediately notified by the Applicant via the Supplying the South West e-Tendering portal.

Should any additions or deletions arising from such notification, or in the event that the Authority requires an amendment to be made, these will be issued by the Authority to Applicants via the Supplying the South West e-Tendering portal and will be deemed to form part of the documentation.

The Authority reserves the right to extend any date of Submission accordingly.

2.10 Contract Terms and Conditions

The applicable Contract term and condition can be found on the Supplying the South West e-Tendering portal. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the Submission process.

Any queries regarding the terms and conditions, including an Applicant's request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period and in accordance with that detailed at section 2.11 Clarification and Circular Advices within this Volume One (1) Instructions and Information. The Authority requests that Applicants' comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.

Where the Authority is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Applicants will be notified accordingly. The Authority reserves the right to extend the Tender Submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Authority is not in agreement with any changes those proposals shall have been judged to have been rejected and the Authority shall provide an explanation to the Applicants as to the reason/s why it has been judged so.

When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions and the Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.

Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the Submission process and the Authority reserves its right to class any Tender submitted to the contrary as non-compliant. All such Applicants shall be judged to have failed with their Tender applications, shall be evaluated no further and notified accordingly.

The Contractor/s shall accept the terms and conditions as they are drafted in the final Contract document. No further negotiation shall take place nor changes allowed. Where a Contractor

disputes this position the Authority reserves the right to withdraw the Contract award and class the Tender submission as non compliant.

2.11 Clarification and Circular Advices

If your organisation has any questions relating to any part of this questionnaire or to the procurement process as a whole, please contact the Procurement Representative detailed within section 3.3 Authority Representatives.

Only clarification queries relating to the documents will be answered.

Applicants shall submit all clarification questions via the Supplying the South West e-Tendering portal before twelve (12) noon on the date given in the procurement timetable within section 3.2 Procurement Timetable of this Volume One (1) Instructions and Information.

Applicants should note that unless your question is innovation based, responses will be provided to all Applicants. Where a question is of a commercially confidential nature and the Applicant does not wish it or the associated answer to be shared with other Applicants, the Applicant shall state this clearly within its question. The identity of Applicants raising any questions will remain confidential.

Any instruction by the Authority prior to the due date will be issued to all Applicants via the Supplying the South West e-Tendering portal.

If during the period the Authority issues any circular letters to Applicants in order to clarify or alter part of the documents then such circular letters shall form part of the Contract and Applicants shall be deemed to have taken account of them in preparing their Bid. Applicants shall promptly acknowledge any circular letters that they receive.

2.12 Completion of the Document

For the avoidance of doubt all of the sections included within Volume Two (2) Applicant's Offer must be completed and submitted by the Applicant in order to be considered by the Authority as a fully complete and official Bid.

Any Bids made omitting any of the sections, or any of the requirements therein, will be considered as incomplete and will be treated as such.

Documents should only be completed and submitted in the format in which they currently appear. It is essential that Applicants do not re-format or re-brand any of the procurement documentation in accordance with their own standards on formatting. An example of this is if the documents are issued in Microsoft Word format, the Authority requires them to be returned in the same format.

All entries such as rates, price totals or any other endorsements entered must be typewritten in English.

.Applicants will answer all appropriate questions and sign (if possible) where specified. You may continue on a separate sheet where permitted to do so. Applicants will clearly reference its replies and any supporting documentation.

Any pro-formas must be fully completed even if your organisation has previously submitted information. It is not sufficient to cross-refer to previous responses.

2.13 Alternatives and Variations

Innovative offers may be made in addition to making a full and complete Bid unless otherwise stated. The Submission of an alternative or variant Bid will not be considered if the Applicant fails to make a compliant Bid in the prescribed format.

Should the Applicant wish to offer a variation or alternative Bid, including innovations to the Specification, please complete the Bid as described. This will constitute the 'compliant Bid'.

The Applicant's alternative or variant Bid should be prepared separately and Submitted as such, giving clear details of your organisation's departure from the compliant Bid.

2.14 Return of Document

Documents must be returned in accordance with the Submission requirements.

Submissions must be received in advance of the deadline in order to qualify as timely offers. As such, Applicants are urged to make their Submission well in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers, for example.

Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.

Should the Applicant experience any problems with the Supplying the South West e-tendering portal, it must contact the support desk on the following:

By email: swsupport@due-north.com

By telephone: 0844 334 5204. This line is available between 08:30 and 17:00 Monday to Friday (excluding English bank holidays).

2.15 Applicant's Warranties

In submitting their Bid the Applicant warrants and represents and undertakes to the Authority that it has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements;

- it has full power and authority to enter into the Contract and provide the Services will if requested produce evidence of such to the Authority;
- it is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted to the Authority) which may adversely affect such financial standing in the future.

2.16 Non Submission

If no offer is to be made, this must be indicated via the Supplying the South West e-tendering portal. In order that the Authority can better understand its supplier base, the Applicants' comments regarding the reasons behind its non-Submission must be provided.

2.17 Errors and Omissions in the Applicant's Bid

If the Authority discovers errors or omissions in the Bid, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the Bid made by agreement between the parties concerned shall be confirmed in writing by the Applicant to the Authority before final acceptance of the Bid.

2.18 Rejection of Offers

The Authority may at its absolute discretion refrain from considering or reject a Bid if: it is incomplete or vague or is submitted later than the prescribed date and time; or it is not in accordance with the approved format and all other provisions of the documents or is in breach of any condition contained within it.

Any Submission in respect of which the Applicant

- has directly or indirectly canvassed any Official, Member or Officer of any of the Authority or obtained information from any other person who has been contracted to provide the Service to the Authority concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Official, Member or Officer concerning any other Applicant; or
- fixes or adjusts the prices by or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the Authority the price or approximate price except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the bid or for the purposes of insurance or financing; or
- enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or
- offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person's proposal, any act or omission

shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by a Applicant may attract.

2.19 Acceptance of Offers

The Authority reserves the right to award the business in whole to one (1) Applicant, in part to more than one (1) Applicant or to make no award at all. The Authority is prepared to consider part bids as appropriate.

2.20 Award of Contract

Submitted documents shall constitute an irrevocable offer to provide the Services. Any acceptance of it by the Authority shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.

The successful Applicant shall conclude a formal Contract with the Authority, which shall embody the Applicant's offer. No Applicant may consider itself successful unless and until a formal Contract

has been signed by a Duly Authorised Officer of the Authority and co-signed by the Applicant's Authorised Officer.

The offer shall remain open for acceptance for a period of twelve (12) months from the closing date for the receipt of Submissions.

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3 General Information

3.1 Procurement Procedure

The Authority is inviting expressions of interest and Bids from Applicants in response to the OJEU Contract Notice identification number 2016/S 079-140332 dated 22 April 2016. The procurement process that the Authority has selected is the Open Procedure in line with the Public Contracts Regulations 2015, which means that all Applicants that submit a Bid shall be evaluated in accordance with the criteria and process outlined within Volume Two (2) Applicant's Offer and the information contained within it shall be used by the Authority as the means to make a Contract award decision.

3.2 Procurement Timetable

The Authority proposes the following timetable for the award of the Contract(s):

Procurement Stage	Dates
Date of advertisement	22 April 2016
Clarification questions to be submitted by	16 May 2016
Clarification responses to be issued by	20 May 2016
ITT deadline	31 May 2016
Intention to award	20 June 2016
Standstill period ends	01 July 2016
Contract start	01 September 2016

The Authority reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

3.3 Authority Representatives

No person in the Authority's employ or other agent, except as so authorised by the Authority Authorised Officer or Procurement Representative, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the successful Applicant or as to these instructions or as to any other matter or thing so as to bind the Authority.

Authority Authorised Representative contact details:	Procurement Representative contact details:
Adam Parnell Salcombe Harbour Master South Hams District Council	Carly Wedderburn Corporate Procurement Officer On behalf of South Hams District Council

3.4 Applicant Site Visits

The Applicant may visit the sites prior to completing its offer to ensure that it is fully familiar with the site locations. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted by the Authority.

4 Contract Information

4.1 Background Information

South Hams District Council's Harbour Authority is in a position to award a Contract for the delivery of a night security patrol on the Salcombe-Kingsbridge estuary. This Contract is for the delivery of the Service on behalf of the Authority's customers. The Service comprises night-time boat patrols throughout the tidal waters of the estuary and vehicle/foot patrols over all of the appropriate areas to include the boat parks, slipways, landings, quaysides and some areas of foreshore. The Applicant's attention is drawn to Appendix One (1) Map of Operating Areas for details of areas to be patrolled.

The Applicant's Tender shall give details of proposed approaches, with sufficient details of use of resources, including vessels, activities and timings, to enable the Authority to make an accurate assessment of what is being offered and the consequences of this being undertaken. The successful Applicant shall prepare detailed proposals at the award of Contract, which shall be adopted as part of the initial contract standards and adhered to thereafter. Variations to such programmes shall be permitted only where they are not to the detriment of customers or the Authority and subject to prior agreement with the Authority.

4.2 Contract Period

It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed, subject to Member approval. Contract period to be up to a period of five (5) years, with an option to extend for up to a further twelve (12) months subject to termination clauses contained within either the Standard or Special Terms and Conditions, whichever prevails.

4.3 Insurance Levels

4.3.1 Employer's Liability Insurance

The Authority's minimum requirement for Employer's Liability Insurance is five million pounds (£5 000 000)

4.3.2 Public Liability Insurance

The Authority's minimum requirement for Public Liability Insurance is ten million pounds (£10 000 000).

5 Specification

5.1 The Contractor's Role

5.1.1 The Contractor shall establish their own work programmes within the parameters of the Specification as laid out within section 5 Specification of this Volume One (1) Instructions and Information, including reporting procedures and communicating with other persons.

5.1.2 A minimum number of patrols are to be undertaken each week; this minimum will vary by month (see table below) and each patrol will last at least eight (8) hours: the start and stop times may vary but the core hours of 20:00-01:00 each night are to be contained within each patrol. The minimum number of personnel required to deliver each patrol is two (2) when afloat and one (1) when conducting vehicle or foot patrols ashore.

Calendar months	Minimum number of patrols per week
Jan, Feb, Nov and Dec	2
Mar, Apr, May and Oct	3
Jun and Sept	4
Jul and Aug	5

5.1.3 Detailed risk assessments and a method statement agreed by the Harbour Master will be provided by the Contractor to the Authority.

5.1.4 The Contractor shall not make any charges to customers under this Contract.

5.1.5 Changes may occur in the levels of use of the estuary and its facilities and in the level of criminal and anti-social activity. The Contractor shall make itself aware of potential changes and plan ahead for the resolution of their effects.

5.1.6 The Contractor shall consider the potential for service development and shall be encouraged by the Authority to propose initiatives to improve the Service, whilst recognising that the Authority retains full powers to accept or reject any such proposal.

5.1.7 The Contractor shall provide all necessary labour and materials at its own expense and shall have the capacity and capability to deliver the Service. A patrol RIB and van may, subject to negotiation, be made available by the Authority if not supplied by the Contractor. Where the Contractor would like to explore this possibility, it shall make it clear within its Submission.

5.1.8 The Contractor shall ensure good quality, efficiency and effectiveness in performance, using realistic methods and innovative approaches and ensuring that there is sufficient labour to cover for absences.

5.1.9 The Contractor's staff shall have suitable qualifications (including RYA Power Boat Level 2 as a minimum) for all of the crew used in the Service recommendation, as well as experience and aptitude that must be demonstrated with relevant maritime qualifications.

5.1.10 The Contractor's staff shall be provided with appropriate uniform or clothing which is presentable and suitable in respect of health, safety and welfare, together with identification, all to the approval of the Authority.

5.1.11 The Contractor's staff shall act in a professional and respectable manner, observing high

standards of conduct and shall not engage in any commercial, political or other activities that are not compatible with their duties.

5.1.12 The Contractor shall ensure that all necessary insurance policies are in place at the commencement date and continue unbroken throughout the Contract period, covering:

5.1.12.1 The Contractor's liabilities: any death or injury of any person whatsoever, howsoever arising: any damage to any property of the Authority or third parties, including financial loss: any item of plant or materials: any act or omission: any infringement of any right of the Authority or any third party.

5.1.12.2 Liabilities to be insured jointly in the names of the Contractor and the Authority in the sum of ten million pounds (£10,000,000) in respect of each and every incident with the number of incidents being unlimited: the Authority and any of its Members and officers; any employees or associate of the Contractor; any other person or property, whether animate or inanimate, including any consequential loss recoverable at law. (A copy of the insurance document must be handed to the Authority).

5.2 Performance Management

5.2.1 The Contractor shall attend quarterly service review meetings to discuss the performance of the Service, suggest improvements and acknowledge achievements. The frequency of these meetings may be reduced once the Contract has been in place for a suitable period of time.

5.2.2 Applicants are expected to build this requirement in to their Tender proposals and where financial provision for this must be made it must be clearly indicated within Volume Four Two (2) Applicant's Offer and charged as part of the total Contract price. The Authority shall not make any additional payments to the Contractor for attending meetings or any related activities, as the Authority shall assume that the Contractor's total Contract price will already be inclusive of any related activities. Where the frequency of meetings decreases, the Authority reserves the right to seek a review of the Contractor's pricing to reflect this.

5.3 Management Information

5.3.1 Applicants should, by way of on-going Contract performance be prepared to produce management information. The exact format and duration will be agreed between the Contractor and Authority Authorised Representative. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Authority. This will be at no cost to the Authority.

5.3.2 The Authority reserves the right to discuss the nature of the information provided with the Contractor during quarterly review meetings and make suggestions as to additional or alternative types of information to be captured as the Service develops over the life of the Contract. Any additional requirements laid out by the Authority shall be provided by the Contract at no additional cost to the Authority.