



**PRIDE SOUTH EAST LTD  
SECURITY AND STEWARDING SERVICES CONTRACT  
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## CHAPTER ONE

### PREAMBLE AND GENERAL INFORMATION

#### 1 INTRODUCTION

- 1.1 Pride South East Limited (Pride) is a registered charity. Our objectives are to promote equality and diversity, advance education and eliminate discrimination against the Lesbian, Gay, Bisexual and Trans (LGBT) community, particularly (but not exclusively) in Brighton and Hove. Pride's objectives include, but are not limited to, raising awareness of issues by promoting and staging a series of events and by supporting local LGBT groups through small grants. Pride's key objective is to develop an environment in favour of LGBT equality by providing information, advice and support.
- 1.2 Each year Pride organises the Pride Carnival Parade (the "Parade") which goes through the streets of Brighton and a free one day Event called 'Pride in Brighton & Hove Main Park Event' (the "Event"), at Preston Park in Brighton. This is usually held on the first Saturday in August in each calendar year.
- 1.3 Pride is inviting tenders from suitably experienced and qualified contractors for the provision of security and stewarding services for the Parade and the Event, as detailed in the Contract (the "Services"). The Services to be provided are summarised in Clause 2.2 below and fully defined in the Service Specification in Schedule 1 to the Contract set out in Chapter 5 ("the Contract"). For the past 3 years these Services have been provided under two separate contracts: one for day security and stewarding and one for night security, each with different agreements with Pride. For the purposes of this Contract, all security and stewarding services have now been grouped together as one contract package and shall form the 'Services' under the Contract.
- 1.4 The Contract is to be awarded to a successful Tenderer(s) for a period covering four Parades and Events commencing on the Commencement Date set out in the Contract and terminating at the end of the Event in 2013 (or 2014 if the Parade and/or Event does not take place in 2012), subject to full compliance by the Contractor with the terms of the Contract. In submitting a tender, Tenderers are acknowledging that restrictions are being placed on major events in the South East of England as a result of the hosting of the London 2012 Olympics, meaning that the Parade and Event may not be held in the summer of 2012 during the sixty (60) days of the Olympic and Paralympic games in that year.
- 1.5 The award of the Contract will be based upon the economically most advantageous tender in terms of financial standing, price, effectiveness of proposed systems and working methods, experience and the arrangements for ensuring consistently high quality service delivery over the term of the Contract. Further information on the evaluation criteria are provided in Chapter 2, Clause 9 'Criteria for Evaluation of Tenders'.
- 1.6 The full Instructions for Tendering are included in Chapter 2. Pride anticipates that the timetable for the letting of the Contract will be as follows:



- 1.6.1 Closing date for submission of completed tenders: 1700 hours, 30<sup>th</sup> October 2009.
  - 1.6.2 Tender evaluation: 31<sup>st</sup> October – 27<sup>th</sup> November 2009.
  - 1.6.3 Contract awarded by Pride board: By the end of November 2009.
  - 1.6.4 Finalise Contract formalities and Contract execution: No later than 11<sup>th</sup> December 2009.
  - 1.6.5 Commencement of Contract: The date the Contract is signed by both parties as set out in the Contract Conditions, expected to be no later than 11<sup>th</sup> December 2009.
- 1.7 Where defined terms are used in the Tender Documentation, the terms are as fully defined in the Contract Conditions at Chapter 5.

## **2 OUTLINE OF SERVICE REQUIREMENTS**

- 2.1 The successful Tenderer will be required to demonstrate an ability to provide high quality services in all areas covered by the Contract, and to show an ongoing commitment to continually improve those standards. The Services shall as a minimum comply with statutory requirements, Government and local authority regulations, and non-statutory guidance from Pride. Performance shall be in accordance with the Conditions, Specification and Schedules comprising the Contract and shall comply with all Pride directives notified to the Contractor. The Services required are shown within the Specification and are subject to the Conditions and Schedules. Without prejudice to those, the Services required are broadly outlined below.
- 2.2 The Services to be provided are:
  - 2.2.1 Overnight security at the Event site during the build, strike and cleanup period, for the Contract Period;
  - 2.2.2 Management and provision of stewarding and security services (the "Services") during the Parade and the Event, to enforce road closures, manage crowds and ensure security of restricted access areas on the Park, for the Contract Period.
- 2.3 The Tenderer may wish to sub-contract some elements of the Services required. Where this is planned, full details should be provided within the Method Statement as to how this will be achieved, so that Pride is aware of the proposed sub-contracting arrangements of the Tenderer.
- 2.4 As part of its ongoing commitment to continually improving service standards, Pride wishes to determine the costs of initiatives which may improve the current service. Tenderers are therefore encouraged to submit alternative methods which they consider more appropriate for the delivery of the Services and to indicate the financial or other advantages which may accrue to Pride as a result.

## **3 QUALITY**

- 3.1 Pride gives the utmost priority to attaining the highest quality of service and to continuity of service provision. The Contractor shall therefore ensure that



all necessary arrangements have been made to guarantee full and immediate operation of all functions at the commencement of the Contract. The attention of Tenderers is drawn to the requirement to submit a Method Statement at paragraph 4 of the Instructions for Tendering (Chapter 2) and the Contractor will be contractually bound by the inclusion of the approved Method Statement.

- 3.2 Whilst Pride does not require the Contractor to have obtained certification under a recognised quality assurance standard, Tenderers will be expected to offer acceptable assurances or evidence of a capacity to carry out the work in accordance with the requirements of the Specification. Tenderers' attention is drawn to the Conditions and the need to submit a quality assurance and monitoring programme to meet these requirements upon request.

#### **4 TENDERER'S WARRANTIES**

- 4.1 In submitting a Form of Tender the Tenderer warrants and represents and undertakes with Pride that:
- 4.1.1 it has not done any of the acts or matters referred to in Paragraph 8 of the Instructions for Tendering (Chapter 2) and has complied in all respects with the Instructions for Tendering;
  - 4.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to Pride by the Tenderer or its employees in connection with or arising out of the Form of Tender (Chapter 3) are true, complete and accurate in all respects;
  - 4.1.3 it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Form of Tender (Chapter 3), the Specification, the Schedules and the Conditions (Chapter 5) and that it has not submitted the Form of Tender, and will not have entered into the Contract, in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by Pride;
  - 4.1.4 it has full power and authority to enter into the Contract and to carry out the Services and will, if requested, produce evidence of such to Pride;
  - 4.1.5 it is of sound financial standing and the Tenderer 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 Tenderer submitted under Paragraph 6.1 of the Instructions for Tendering (Chapter 2)) which may adversely affect such financial standing in the future;
  - 4.1.6 by the Commencement Date it will procure, and during the Contract Period it will have, sufficient working capital, skilled staff, equipment and other resources available to carry out the Services in accordance with the Contract for the Contract Period; and
  - 4.1.7 it has obtained, or will have obtained, by the Commencement Date all and any necessary consents, licences, permissions and insurances to enable it to carry out the Services and will from time to time



throughout the Contract Period obtain and maintain all further and other necessary consents, licences, permissions and insurances to enable it to carry out the Services in accordance with the Contract.

## **5 INVITATIONS TO TENDER**

- 5.1 The fact that the Tenderer has been invited to submit a full tender does not necessarily mean that the Contractor has satisfied Pride regarding any matters raised in the Invitation to Tender and information required as contained in any relevant response to the Invitation to Tender submitted and notwithstanding that the Tenderer has been invited to tender, Pride makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the Services. Pride reserves the right to return to these matters as part of the formal tender evaluation process.



## CHAPTER TWO

### INSTRUCTIONS FOR TENDERING

#### 1. PREPARATION OF THE TENDER

- 1.1 It is the responsibility of each Tenderer to obtain for itself at its own expense all information necessary for the preparation of its Tender. Tenderers shall acknowledge that upon submission of their Tender they have satisfied themselves that they fully understand the requirements of the Specification and Tender Documents, the Conditions, the full extent of the obligations under the Contract and that they have not relied upon any information contained in the Tender Documents or subsequent correspondence from Pride in preparing their Tender response.
- 1.2 Information supplied to Tenderers by Pride (whether in the Tender Documents or otherwise) is supplied for general guidance in the preparation of Tenders. Tenderers must satisfy themselves by their own investigations at their own expense with regard to the accuracy of any such information used or obtained by Tenderers. No claim of want of knowledge, misleading information or any other factor will be accepted as contributing to the Tenderer failing to meet the requirements of the Contract. Tenderers should note that neither Pride nor any of its employees, makes any representation or warranty as to the accuracy of any information or details provided in the Tender Documents.
- 1.3 No responsibility is accepted by Pride for any inaccurate information obtained by Tenderers, or for any loss or damage of whatever kind and howsoever caused arising from the use by Tenderers of such information.
- 1.4 All information supplied by Pride in connection with this Invitation to Tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of obtaining sureties and guarantees required for the preparation of the Tender.
- 1.5 The Tender Documents are and shall remain the property of Pride and must be returned upon demand. Copyright in the Tender Documents including the Conditions, the Specification and the Schedules and in all documents (including any drawings, plans and the Map) forming part or mentioned or referred to in the Tender Documents shall remain in Pride.
- 1.6 Tenderers shall not make any copies of the whole or any part of the Tender Documents (other than for obtaining sureties or guarantees as aforesaid) except with the prior consent of Pride.
- 1.7 The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the rates and fees stated in its Tender which shall (except insofar as otherwise provided in the Contract) cover all the Tenderer's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Tenderer's Tender.



## **2. CLARIFICATION OF DOCUMENTS**

- 2.1 Tenderers should seek to clarify any points of doubt or difficulty with Pride in writing before submitting a Tender. For this purpose, contact in the first instance Lesley Burn, Pride Chief Executive Officer either by email to [lesley@brightonpride.org](mailto:lesley@brightonpride.org), or by letter addressed to 6 Bartholomews, Brighton, East Sussex BN1 1HG, who will endeavour to answer written enquiries prior to Tenders being submitted. All such enquiries must be received by Pride no later than midday October 23<sup>rd</sup> 2009.
- 2.2 Written replies will be provided by email to all such enquiries and any additional points of clarification or information contained therein will be circulated to all prospective Tenderers. Any answers to questions and advice or other information provided is given as general guidance and the Tenderer has in the terms of this Contract an unqualified responsibility to determine the full extent of the Contract and the resource obligations and the risk that the price submitted in the Form of Tender has upon the Tenderers.
- 2.3 Pride must satisfy itself of the ability of the prospective Tenderers to perform Services under the Contract. Therefore enquiries will be made by Pride as and when it considers necessary.

## **3. BASIS OF TENDERS**

- 3.1 Tenders are invited on the basis that:
- 3.1.1 all prices quoted in the Tender Documents and all associated documents shall be exclusive of VAT;
  - 3.1.2 the Contract is for a period covering four Parades and Events, covering 2010-2013 or 2010-2014 should there not be a Parade and/or Event in 2012;
  - 3.1.3 the successful Tenderer must undertake all preparatory work at its own cost and must commence preparation for the Parade and the Event, as detailed in the Contract, on the Commencement Date;
  - 3.1.4 the prices quoted in the Tender shall be inclusive of all administrative costs and overheads including, but not limited to, unproductive time, staff training attendance at meetings, liaison with Pride and Pride's nominated representatives, internal and external auditors and other external agencies (including, but not limited to the Council), and travelling and subsistence;
  - 3.1.5 Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted;
  - 3.1.6 in addition to any more specific obligations imposed by the terms of the Contract, Tenderers must satisfy Pride of their ability to provide the Services set out in the Contract and that the methods and resources are sufficient and fit for the purpose; and
  - 3.1.7 Pride does not bind itself to accept any Tender and shall assess the Tender responses received on the basis set out in the Tender Documentation.



#### **4. METHOD STATEMENT**

- 4.1 Tenderers are required to incorporate a Method Statement within their Tenders describing their detailed proposals for their performance of the Contract. The Method Statement shall be sufficiently detailed to form an important element of the tender evaluation process and (subject to approval by Pride) the finalised Method Statement will be incorporated as Schedule 2 to the Contract and will form part of the Contractor's contractual commitment to Pride.
- 4.2 For these purposes the Method Statement shall include, without limitation, details of the following:

##### **Company details**

- 4.1.1 The name of the company who Pride South East Ltd will be contracting with;
- 4.1.2 Legal status of the Tenderer's company e.g. public limited company, private limited company, partnership, sole trader etc;
- 4.1.3 Company registration number (if applicable) and registered office address;
- 4.1.4 Name of ultimate parent company (if applicable); and
- 4.1.5 Details of the Tenderer's nominated contact for this Tender and company contact details for correspondence relating to this Tender.

##### **Organisation and Staffing**

- 4.1.6 An explanation of the Tenderer's management structure with brief biographical details of the principal managers proposed to be employed in the carrying out of the requirements of, and supervising the Contract including relevant addresses and telephone numbers;
- 4.1.7 The Tenderer's proposals for the supervision of personnel to be engaged in the provision of the Services, with an explanation of how personnel are employed for assessment of the relevant experience and training to provide the Services at the Parade and the Event, particularly in relation to equality and diversity issues;
- 4.1.8 Staff codes including training, customer care, discipline, integrity, dress, punctuality, security procedures, policies on management of situations similar to that of the Parade and the Event, conflict management skills, etc;
- 4.1.9 Details of the Tenderer's policies of professional and public liability insurance, etc, as required by the Contract Conditions;
- 4.1.10 Details of the Tenderer's policies for ensuring equality of opportunity which should include answers to the following questions:
- (i) Is it your policy as an employer to comply with your statutory obligations under the Race Relations Act 1976, Sex Discrimination Act 1975 and Disability Discrimination Act 1995 and, accordingly, your practice not to treat one group of people less favourably than others because of their colour, race, nationality, sexual orientation or ethnic origin in relations to decisions to recruit, train or promote employees?



- (ii) In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial tribunal?
- (iii) In the last three years has your organisation been the subject of a formal investigation on grounds of alleged unlawful discrimination?
- (iv) If the answer to question (ii) is in the affirmative or, in relation to question (iii), an adverse finding was made against your organisation, what steps did you take in consequence of that finding?
- (v) Is your policy on race relations set out:
  - (1) In instructions to those concerned with recruitment, training and promotion?
  - (2) In documents available to employees, recognised trade unions or other representative groups of employees?
  - (3) In recruitment advertisements or other literature?
- (vi) Do you observe as far as possible the Commission for Racial Equality's Code of practice in employment, as approved by Parliament in 1983, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities?

## **Operations**

- 4.1.11 Details of the Tenderer's approach and methodology for delivering the Services as specified;
- 4.1.12 Proposals for the number and organisation of personnel and the methods and organisation of work required to deliver the Services, including a full description of the proposed manner of dealing with the management of security and stewarding at the Parade and the Event and details of the way in which personnel deal with conflict management;
- 4.1.13 If the Tenderer is proposing to use sub-contractors, the Tenderer should also submit details of the proposed sub-contractors and the Tenderer's approach in selecting suitable sub-contractors;
- 4.1.14 Details of the Tenderer's experience of providing similar or equivalent Services with examples of the nature of events and organisations that they were provided for; and
- 4.1.15 The contact names, addresses and telephone numbers of three organisations who can provide references.



## **Quality Assurance and Monitoring Programme**

- 4.1.16 Details of the Tenderer's procedures, processes and systems to ensure compliance with the Contract Standard including:
- (i) where assured under a recognised Quality Assurance System any policy statements and procedure manuals appropriate to this Tender; and/or
  - (ii) if none is held, the Tenderer's own quality procedures similar to such a system.
- 4.1.17 Proposed procedures and programmes for monitoring and recording the Tenderer's performance against the requirements of the Contract and remedying all and any omission or deficiency as required by the Specification of the Contract.
- 4.1.18 The complaints handling procedure.

## **Health and Safety**

- 4.1.19 Details of the Tenderer's Health and Safety policies;
- 4.1.20 All relevant codes, guides etc relating to Health and Safety issued by the Tenderer (including those health and safety codes relevant for dealing with conflict management and the provision of security and stewarding services); and
- 4.1.21 Details of any relevant convictions in the last three years.

## **5. EUROPEAN ACQUIRED RIGHTS DIRECTIVE AND TUPE**

- 5.1 Tenderers are advised to take their own independent professional advice on the possible application of the Acquired Rights Directive EEC Directive 77/187 (the Directive) and/or the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE) to any Contract that may arise from any Tender they submit.
- 5.2 Pride is of the opinion that the TUPE Regulations would not apply in the award of this Contract due to the limited time any relevant personnel will be performing Services through the Contractor. However, the Tenderer is invited to make submissions on this point within its Tender response.

## **6. RETURN OF TENDERS**

- 6.1 A Tender must be made in accordance with these Instructions for Tendering. Tenders shall be made on the Forms of Tender (Chapter 3) incorporated herein. Tenders shall be signed by the Tenderer and submitted in the manner and by the date and time stated below together with:
- 6.1.1 The Form of Tender and Certificate that the Tender is bona fide, as set out in Chapter 3. The Certificate must show the Tenderer's principal place of business and be signed on behalf of the Tenderer.
  - 6.1.2 Completed copies of *Security and Stewarding Pricing Schedule and Fees*, as set out in Chapter 3 to form part of the Method Statement at Schedule 2 of the Contract.



- 6.1.3 The Tenderer's Method Statement as required by paragraph 4 above, including details of previous experience of providing and managing parades and events of a comparable size and nature to the Parade and the Event. The Method Statement should also include the Tenderer's proposed approach to planning and delivering the Services at the Parade and the Event, together with details of the proposed equipment to be used by the personnel in providing the Services.
- 6.1.5 Audited accounts for the last three of the Tenderer's financial years (or for the period of the Tenderer's incorporation if a company or of the Tenderer's trading if a partnership or sole trader, if such period be less than three years) or an explanation as to why audited accounts are not available.
- 6.1.6 The name, address and contact details of the Tenderer's Banker(s) who may be approached for statements regarding financial standing.
- 6.1.7 The names and addresses of three referees to whom the Tenderer currently provides services and who may be approached by Pride for references.
- 6.1.8 A copy of the Tenderer's policies of insurance.
- 6.1.9 The Invitation to Tender Document shall be returned complete without alteration to the text.
- 6.2 All documents requiring a signature must be signed:
  - 6.2.1 Where the Tenderer is an individual, by that individual and witnessed by an independent third party;
  - 6.2.2 Where the Tenderer is a partnership by two duly authorised partners whose signatures shall be witnessed by an independent third party;
  - 6.2.3 Where the Tenderer is a company by two directors or by a director and the company secretary of the Company, such persons being duly authorised for that purpose.
- 6.3 All documentation must be provided as two copies, sealed in an envelope and delivered to Lesley Burn, Pride South East Ltd, 6 Bartholomews, Brighton, East Sussex BN1 1HG, not later than 1700 hours on Friday 30<sup>th</sup> October 2009. In addition to this an electronic version should be supplied also, either by email or on an agreed storage format. No Tender will be considered if it is not delivered as prescribed in these Instructions for Tendering including by the due date and time.
- 6.4. Pride will not consider requests for an extension of the closing date and time specified in paragraph 6.3 above.
- 6.5 Pride may at its own absolute discretion extend the closing date and time specified in paragraph 6.3 above and apply this to all Tenderers.



## **7. REJECTION OF FORM OF TENDER**

- 7.1 Any Form of Tender submitted by any Tenderer shall be rejected by Pride where the Tenderer:
- 7.1.1 fixes or adjusts its Form of Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other person's Form of Tender or communicates to any person other than Pride the details of its Form of Tender except where such disclosure is made in confidence in order to obtain quotations or information necessary for the preparation of the Form of Tender or for the purposes of financing or insurance; or
  - 7.1.2 enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the details to be shown by any other Tenderer in its Form of Tender; or
  - 7.1.3 offers or agrees to pay or gives or does pay 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 in relation to any other Tenderer or any other person's proposed Form of Tender any act, omission, or thing of the sort described in 7.1.1 or 7.1.2 above; or
  - 7.1.4 has directly or indirectly canvassed any member, trustee or official of Pride concerning the acceptance of any Form of Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Form of Tender submitted by any other Tenderer

shall be rejected by Pride provided always that such non-acceptance or rejection shall be without prejudice to any civil remedies available to Pride or any criminal liability which such conduct by a Tenderer may attract.

## **8. NON CONSIDERATION OF FORM OF TENDER**

- 8.1 Pride may at its absolute discretion refrain from considering any Form of Tender if:
- 8.1.1 It is not in accordance with the Instructions for Tendering and all other provisions of the Tender.
  - 8.1.2 The Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Conditions or the Specification or the Schedules except where a variation or alteration is expressly invited or permitted by Pride in writing.
  - 8.1.3 The Tenderer does not Tender for the provision of the whole of the Services as outlined in Schedule 1.
  - 8.1.4 It is incomplete or incorrectly completed.
- 8.2 Any alternative terms or conditions (which must be submitted on a separate form) offered on behalf of a Tenderer shall, if inconsistent with the terms and Conditions of the Tender Documents, be deemed to have been rejected



by Pride unless expressly accepted in writing. Any variation required by Pride of these Tender Documents will be notified to all Tenderers.

- 8.3 Pride is not bound to accept any Tender submitted and shall consider each Tender submitted on its merits, in accordance with the Tender Documentation.

## **9. CRITERIA FOR EVALUATION OF TENDER / AWARD OF CONTRACT**

- 9.1 The award of the Contract will be based on the overall Tender submitted by tenderers to Pride in terms of the following criteria:

9.1.1 Understanding of the nature of the Pride Event and of Pride's requirements (20%);

9.1.2 Experience and policies of the Contractor (30%);

9.1.3 Financial appraisal and value for money of the Tender (30%);

9.1.4 Quality of submission and compliance with tender requirements (5%);

9.1.5 Added value (5%);

9.1.6 Risk analysis (10%).

- 9.2 Pride reserves the right to disqualify or reduce the evaluation score of any qualified Tenders and / or Tenderers that do not fully comply with the requirements in the Tender Documentation.

- 9.3 Pride expects to invite one or more preferred Tenderers to interview, in accordance with the tendering timetable set out in the Tender Documentation, prior to the acceptance of a Tender response / award of the Contract.

- 9.4 Pride reserves the right to undertake post tender negotiations with any or none of the tenderers.

- 9.5 Pride does not bind itself to accept any Tender and reserves the right to accept any Tender in whole or in part.

- 9.6 Pride reserves the right to award the Contract to one or more companies for the provision of the Services.

- 9.7 The terms and conditions of the Contract set out in the Tender Documentation will apply to this Contract. Pride may also require further terms to be included in the Contract that are specific to the successful Tenderer's submission and offers made.

- 9.8 The final award of the Tender is subject to the parties agreeing to all terms of the Contract.

## **10. CONTRACT FORMALITIES**

- 10.1 In submitting their Tenders, Tenderers thereby undertake that in the event of their Tender being accepted by Pride, they (the Contractor) will within



fourteen (14) days of being called upon so to do by Pride execute a formal Contract as a deed consisting of the Contract Documents and until such date as the Contract is executed the successful Tender together with Pride's written acceptance thereof will form a binding agreement between Pride and the Tenderer on the terms of the Contract Documents. Pride reserves the right to make changes of a drafting nature to the Contract Documents and such changes will be accepted by the Contractor without reservation.

## **11. PERIOD OF VALIDITY**

- 11.1 The Tenderer agrees to keep its Tender valid for acceptance for a period of one hundred and twenty (120) days from the closing date for the return of Tenders.



**CHAPTER THREE**

**FORM OF TENDER**

**UNCONDITIONAL AND IRREVOCABLE OFFER TO PRIDE SOUTH EAST LIMITED TO PROVIDE SECURITY AND STEWARDING SERVICES**

**To: PRIDE SOUTH EAST LIMITED**

Having examined the Conditions, the Schedules and all other documents included in the Invitation to Tender (or issued in support thereof) for the performance of Services, we hereby offer to provide the Services in conformity with the said Conditions and Schedules for the Contract Period of four (4) events, covering the Parade and Event between 2010-2013 (or 2010-2014 pending a decision on whether the Parade and/or Event will take place in 2012), commencing on the Commencement Date (as set out in the Contract), but subject to termination and all other provisions set out in the Conditions.

We hereby warrant and undertake to you that the accompanying information has been diligently prepared by us to conform to the Instructions for Tendering.

We hereby undertake to keep our Tender open and valid for acceptance for a period of 120 days from the closing date for the return of Tenders and that the offer set out in this Tender constitutes an unconditional and irrevocable offer by us which shall be capable of acceptance by you, whereupon there shall be constituted a binding Contract.

Unless and until a formal agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept any Tender you may receive.

This offer is executed as a Deed by us on the date stated below

Dated this..... day of.....2009

Executed as a Deed by:

Full name (print) .....

Full address (print) .....

.....

Designation (print) .....

Signature .....

In the presence of:-

Witness Name (print) .....



Witness Signature .....

Witness Address .....

.....

.....

Witness Occupation .....

Executed as a Deed by:

Full name (print) .....

Full address (print) .....

.....

Designation (print) .....

Signature .....

In the presence of:-

Witness Name (print) .....

Witness Signature .....

Witness Address .....

.....

.....

Witness Occupation .....

Executed as a Deed by:

Full name of Tenderer.....

Address of Tenderer .....  
(print full name and address of the Tenderer where a company)

Director Name (print).....

Director Signature .....

Director/Company Secretary name (print).....

Director/Company Secretary Signature .....





Designation (print) .....

Signature .....

In the presence of:-

Witness Name (print) .....

Witness Signature .....

Witness Address .....

.....

.....

Witness Occupation .....

Executed as a Deed by:

Full name (print) .....

Full address (print) .....

.....

Designation (print) .....

Signature .....

In the presence of:-

Witness Name (print) .....

Witness Signature .....

Witness Address .....

.....

.....

Witness Occupation .....

Executed as a Deed by :

Full name of Tenderer.....

Address of Tenderer .....  
(print full name and address of the Tenderer where a company)

Director Name (print).....

Director Signature .....

Director/Company Secretary name (print).....

Director/Company Secretary Signature .....