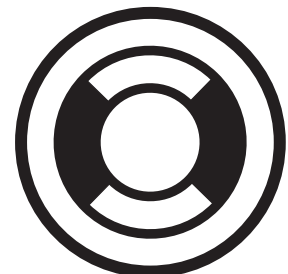
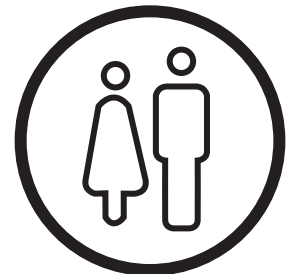
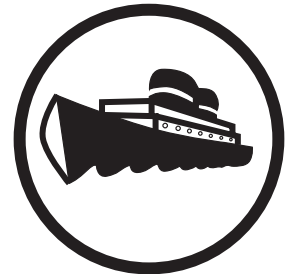
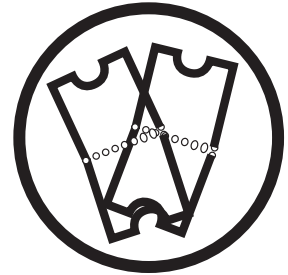


CLYDE & HEBRIDES
LIFELINE FERRY SERVICES
SERVICE SPECIFICATION



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SERVICE SPECIFICATION



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CLYDE & HEBRIDES FERRY SERVICES

INVITATION TO TENDER

This is a draft document. It will be subject to revision following the consultation and further consideration by Scottish Ministers.

DRAFT

Dear Sirs

SCOTTISH EXECUTIVE INVITATION TO TENDER FOR A SUBSIDY (UNDER A PUBLIC SERVICE CONTRACT) TO PROVIDE FERRY SERVICES IN THE CLYDE AND TO THE HEBRIDES

TENDER REFERENCE: QLC 8/1

1. You are hereby invited by the Scottish Ministers, to submit a tender for a subsidy (under a Public Service Contract) to provide ferry services in the Clyde and to the Hebrides as specified in this set of documents.
2. Your tender must be in accordance with the Instructions for Tenderers and Form of Tender enclosed. You will see that the tender is in two stages. Technical proposals will first be submitted and evaluated against the requirements and the minimum standard specified. Those tenderers whose proposals meet the requirements will then be invited to submit costed bids.
3. Technical proposals should arrive not later than **3 PM on XXXX 200X**. The date and time for return of tenders is also entered on the label provided and on the Form of Tender. It is the responsibility of all tenderers to ensure that their tender is delivered, to the appropriate address, not later than the appointed time. The Scottish Ministers may not undertake to consider tenders received after that time.
4. The Scottish Ministers are not bound to accept the lowest priced or any tender and shall not be bound to accept the successful tenderer as a sole supplier.
5. **It is important that the enclosed label be used when submitting a tender.** Correspondence connected with the tender which requires attention before that date, or communication stating that no tender will be submitted, should be sent in a separate envelope bearing no external reference to the tender number or return date and addressed to the undersigned.
6. Enquiries regarding this Invitation to Tender should be addressed to:

XXXXXX

telephone number 0141-242 XXXX
fax number 0141-242 XXXX; or
by e-mail: XXXXX
7. The tender list for this competition has been formed following advertising in the Official Journal of the European Union (OJEU) and internal consultation within the Scottish Executive.

8. Please acknowledge receipt of this Invitation to Tender and its' accompanying documents confirming, by fax/telephone/e-mail, your intention to submit a tender as requested. If it is not your intention to submit a tender, the enclosed documents should be returned to this office.

Yours faithfully

Procurement Adviser

XXX 200X

DRAFT

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SCHEDULE 1

INVITATION TO TENDER

CLYDE & HEBRIDES FERRY SERVICES

GENERAL

1.1 Introduction

1.1.1 This document invites public transport providers to tender for a subsidy that is available for the provision of passenger and vehicle ferry services on the Clyde and to the Hebrides.

1.1.2 The document should be read in conjunction with the Scottish Executive's detailed terms and conditions of contract.

1.1.3 The document has seven Schedules:

- **Schedule 1 - General** - This Schedule sets out the background to this public tender and describes the policy objectives of the Scottish Executive (the Executive).
- **Schedule 2 - Notices and Instructions** - This Schedule sets out the purpose and scope of the tender and gives the basis for the subsidy available. It sets out the expected timetable for tendering and the process that the Scottish Executive Enterprise Transport and Lifelong Learning Department will follow in evaluating bids submitted. It also outlines some key principles which will be included in the detailed terms and conditions of the contract/grant agreement that will be awarded to the successful tenderer.
- **Schedule 3 - Service Specification** - This Schedule sets out the Executive's detailed requirements. Our overarching concern here has been to protect existing fares and levels of service. Schedule 3 therefore is based on an approach which sets out the **minimum levels of service and standards together with the maximum fares** that will be required throughout the contract period while at the same time providing an opportunity for all tenderers to offer a service which meets the needs of both the Executive and Clyde & Hebrides ferry users.
- **Schedule 4 - Content of Technical Submission** - This Schedule sets out the issues which the Executive will require to be addressed by tenderers in response to this service specification.
- **Schedule 5 - Form of Tender to the Scottish Executive** – This Schedule requires tenderers to give a signed undertaking to provide the services in the

Specification in accordance with the Schedules and the Scottish Executive Conditions of Contract.

- **Schedule 6 - Declaration that Tender is a Bona Fide Competitive Tender** – This Schedule requires tenderers to give a signed undertaking that they have not colluded with any other party in the preparation and submission of their tender.
- **Schedule 7 – Statement of Understanding of Key Requirements of this Specification** – This Schedule is a statement of understanding of the key requirements of the service.

1.1.4 In addition, there are 24 Annexes which provide further background information about the CHFS services.

1.2 Definitions, Interpretations and Abbreviations

1.2.1 The following abbreviations/phraseology are used in this document:

CalMac	- Caledonian MacBrayne. The publicly owned operating company which currently operates the CHFS services. Also known as OpsCo.
CHFS	- Clyde and Hebrides ferry services
Community	- the European Union/European Community
Costed Bid	- submitted by tenderers to the Executive. It will set out the tenderer's financial basis for the bid for subsidy and the subsidy bid itself. It must be submitted separately from the Technical Submission. Tenderers should note that the contract will be awarded to the bid which meets the Minimum Standard and which requires the lowest financial compensation.
CPI	- Consumer Price Index
EU	- European Union
Executive	- The Scottish Executive
Information Room	- way in which the Executive will provide the information required by bidders to develop a comprehensive and realistic bid. The information room will contain factual information about the operation of the CHFS services and details about the ports and harbours facilities and VesCo vessels.
ITT	- Invitation to Tender (for the CHFS services)
Material change	- something which has the potential to alter the scope of the contract after award. Material change events which will be acceptable to the Executive are listed at Annex 22 . More detail will be provided in

	the terms and conditions of contract provided to bidders
MCA	- Maritime & Coastguard Agency
Minimum Standard	- The minimum standard of service that is required i.e. as set out in the Service Specification
OJEU	- Official Journal of the European Union
Operator	- provider of the CHFS services during the contract period
Operator of Last Resort	- VesCo will be responsible for providing this function
OpsCo	- The publicly-owned operating company which currently operates the CHFS services. Also known as CalMac/Caledonian MacBrayne.
PSC	- Public Service Contract
PSO	- Public Service Obligation
Relief Event	- an event which allows one or other of the parties to the contract 'relief' from the usual consequences of not fulfilling their part of the agreement. Relief events which will be acceptable to the Executive are listed at Annex 21 . More detail will be provided in the terms and conditions of contract provided to bidders.
SFC	- Scottish Ferry Committee
SSAC	- Shipping Services Advisory Committee. There are 3 serving the CHFS area.
Successful Tenderer	- the successful tenderer for the services
Technical Submission	- submitted by a tenderer to the Executive. It should set out the tenderers' proposals for meeting the minimum standard set out in the service specification. It must be submitted separately from the Costed Bid. Tenderers should note that the contract will be awarded to the bid which meets the Minimum Standard and which requires the lowest financial compensation.
Tenderer	- organisation invited to bid for the CHFS services
Undertaking	- formal document under which CalMac currently provides the CHFS services. The Undertaking was made under powers granted to Scottish Ministers under the Highlands and Islands Shipping Services Act 1960. Bidders will wish to note that Scottish Ministers intend to use powers under the Transport (Scotland) Act 2001 for the operating contract resulting from this tender exercise.

VesCo - the publicly-owned company which will own CalMac's vessels and piers and harbours

1.3 Background

1.3.1 Caledonian MacBrayne Ltd (CalMac) currently provides the majority of Clyde and Hebrides ferry services. CalMac is a nationalised company providing passenger, vehicle and freight shipping services to the islands off the West Coast of Scotland and in the Clyde Estuary. Scottish Ministers are the sole shareholder of the company. Nearly all of the services currently operated by CalMac are of a lifeline nature and require the Executive's support to keep them in operation.

1.3.2 Under the terms of the formal Undertaking¹ between the Scottish Ministers and CalMac, Scottish Ministers provide grant to the company by way of an annual subsidy for the support of approved services. The revenue deficit subsidy paid by Scottish Ministers to the company meets the operating loss incurred in operating a current network of 26 routes.

1.3.3 The European Commission has a duty under Article 88(1) of the Treaty to keep under review aids existing in Member States and to ensure that Member States apply the appropriate measures required by the progressive development, or the functioning, of the common market. There are further detailed rules relating to maritime transport (maritime cabotage) within Member States².

1.3.4 In April 2000, the Scottish Executive published the consultation document, *Delivering Lifeline Ferry Services*. Views were sought on options for putting subsidised lifeline ferry services out to tender in order that they could continue under European Union rules. Following consideration of responses, provisional proposals were announced in January 2001 and submitted to the European Commission for consideration (as required under the rules). The Executive announced in November 2001 that the Commission had advised the Executive that the way was clear to tender the network as a whole (as set out in the Executive's proposals). In 2002 the Scottish Executive consulted widely on the key principles of the tender process when the consultation document, *Proposals for Tendering Clyde and Hebrides Lifeline Ferry Services*, was published. Consultees views were sought on a number of complex issues including standards of service, timetabling options and the proposed performance regime which the successful bidder would be required to meet.

1.3.5 The majority of responses to the 2002 consultation were in relation to the Executive's proposals for a passenger only service on the Gourock-Dunoon route. Following further discussion with the European Commission in late 2002 Ministers concluded that it would be possible to tender the Gourock-Dunoon route with a passenger only subsidy, as at present, in a way that gave operators the choice as to whether to provide a passenger only or combined passenger and vehicle service. This was on the basis that the service was tendered separately

¹ Highlands and Islands Shipping Services Act 1960

² Council Regulation (EEC) No 3577/92 of 7 December 1992 applying the principle of freedom to provide services to maritime transport within Member States (maritime cabotage)

COM (2003) 595 Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions on the interpretation of Council Regulation (EEC) no 3577/92 (published December 2003)

Commission Communication C(2004)43 – Community guidelines on State aid to maritime transport (2004/C 13/03) (published January 2004)

from the rest of the network. These proposals were set out in the consultation paper, *Proposals for Tendering Gourock to Dunoon Ferry Services*, published in March 2003. There was a strong response to this consultation, much of it arguing that the proposal did not go far enough to guarantee a vehicle service. Discussions are ongoing in relation to the Gourock-Dunoon route and Ministers will announce their conclusions separately.

1.3.6 Other than the proposals in relation to the Gourock-Dunoon route, the proposals for tendering set out in the 2002 document were broadly welcomed. Tenderers will wish to note the following:

- with the exception of Gourock-Dunoon which is the subject of a separate tender³, the routes will be tendered as a single bundle.
- CalMac is being restructured to form two companies. One will be a publicly-owned operating company (OpsCo). It will be allowed to bid, subject to meeting the required criteria for tenderers, to operate the routes on a competitive basis. The bid will be prepared and evaluated transparently and equally with those from other tenderers. The second company will be a publicly-owned vessel owning and leasing company (VesCo) which will be responsible for ownership of CalMac's existing vessels, piers and harbours and offices. These assets will be available to the successful tenderer on pre-agreed terms and conditions. Bidders should note that the successful tenderer will be required to lease vessels from VesCo, to make appropriate arrangements with regard to the use of VesCo harbours and to provide certain harbour management functions for VesCo harbours through a management agreement. More detail about VesCo and these arrangements is set out in Schedules 2 and 3.
- VesCo will also be responsible for providing an Operator of Last Resort function (in the event of termination of contract, breakdown of contract, or similar event) which will provide an important safeguard through this period of change. This could be done in two ways, either at VesCo's own hand or through an arrangement with a shipping provider by way of a retainer. VesCo will be responsible for considering these options and putting arrangements in place before the new contract begins. It should be noted that these arrangements are intended to be triggered in the event of an irretrievable breakdown in the contract and not in relation to normal operating difficulties e.g. due to breakdowns, etc (for which the operator will have responsibility).
- there will be a robust performance regime to safeguard reliability and punctuality of services.
- there is a framework for consultation with users. The successful tenderer will be required to consult with ferry users in line with these arrangements on a regular basis.
- levels of service and net fares will be protected.

³ Based on the 2003 proposals for the route. Discussions are ongoing in relation to the Gourock-Dunoon route and Ministers will announce their conclusions separately.

1.3.7 The summer 2003 decision of the European Court of Justice in the Altmark case raised speculation by commentators about the possible implications of the decision for the tendering of the Clyde and Hebrides ferry services. The Minister for Transport met with the European Commission in April 2004 to discuss the possible effects of Altmark on the Executive's plans for those services. Following that meeting it is now clear that there continues to be a requirement on the Executive to tender the services. The reasons for this are:

- the Altmark case concerned the question of whether a payment constituted state aid. The requirements for public tendering of ferry services stem from the Maritime Cabotage Regulation⁴. This regulation has a different Treaty base to the State aid rules. The Altmark judgement therefore does not affect the issue of whether public tendering is required.
- the Maritime Cabotage Regulation states that, where a Member State concludes public service contracts or imposes public service obligations, it shall do so on a non-discriminatory basis in respect of all Community shipowners. The Commission could not envisage any circumstances in which the requirements of this Regulation could be satisfied in relation to the Clyde and Hebrides services without tendering. The Altmark judgement did not change its view on this issue in any way.

1.3.8 The Executive has therefore concluded that the approved ferry services provided by CalMac are in the nature of Public Service Contracts (PSCs) and the services will be tendered in line with the relevant EU regulations and guidelines. Scottish Ministers have concluded that to comply with EU rules on State aids to maritime transport, an open Community wide invitation to tender is necessary in respect of ferry services currently operated by CalMac.

1.3.9 The EU rules provide that Member States may impose PSCs in order to ensure the adequacy of regular maritime transport services to a given island (or in relation to an estuary), where Community ship owners if they were considering their own commercial interest would not provide services of an adequate level or under the same conditions.

1.3.10 The guidance provided by the European Commission prescribes detailed rules for PSCs relating to tendering requirements and terms of contract. In particular, tenderers will wish to note:

- subsidy given for PSCs must be granted in compliance with Community legislation (in particular Regulation (EEC) no 3577/92) and the Treaty rules and procedures governing State aid, as interpreted by the Court of Justice. In practice this means that the tender should be awarded (except in exceptional and duly justified circumstances) to the bid requiring the lowest financial compensation. The subsidy which Scottish Ministers are entitled to pay is the amount necessary to cover all or part of the costs incurred in the discharge of the public service contracts which we require to be implemented in the contract, taking account of

⁴ Council Regulation (EEC) No. 3577/92 of 7 December 1992 applying the principle of freedom to provide services to maritime transport within Member States (maritime cabotage)

relevant receipts and a reasonable profit. Bidders should note that whilst lowest financial compensation is a key criteria the services provided must also be of sufficient quality to meet the requirements of the PSC. This tender exercise has therefore been set up in such a way that it assesses separately the technical and financial aspects of each bid i.e. only those bidders who submit an acceptable technical bid will be invited to Costed Bid Stage.

- the duration of the PSC contract should be limited to a reasonable period, in practice six years or less.

1.4 Objectives

1.4.1 The Executive's policy objectives for the CHFS services were set out in *Delivering Lifeline Ferry Services* as follows:

- the provision of a suitable standard of transport connection, in terms of quality, frequency and capacity, to island and remote peninsular communities
- that ferry fares and freight charges are not excessive
- that ferry services are delivered efficiently
- that the necessary level of service is provided for the minimal amount of public subsidy

1.4.2 Further, the Partnership Agreement⁵ states that the Executive will continue to support and invest in lifeline ferry links and goes on to say that it will,

- ensure that, under the new contract for CalMac ferries, encouragement is given for innovation on existing ferry routes and for new or shorter crossings to islands, and
- ensure that the needs of cyclists are properly taken into account in future rail and ferry franchises

1.4.3 The aim of this tendering exercise is to meet the Executive's policy and strategic objectives, and to meet islands' and remote communities' needs by ensuring that the service provides a continuing, safe, stable and affordable regime for users in line with the EU rules. The Executive also encourages tenderers, where possible, to provide innovative solutions and responses when submitting their proposals for meeting the service level requirements for CHFS.

⁵ <http://www.scotland.gov.uk/library5/government/pfbs-01.asp>

SCHEDULE 2

INVITATION TO TENDER

CLYDE & HEBRIDES FERRY SERVICES

NOTICES AND INSTRUCTIONS

2.1 Introduction

2.1.1 Tenders are invited in accordance with the following Notices and Instructions for the provision of services detailed in the accompanying documents. The issue of this Invitation to Tender should not be construed as a commitment by the Scottish Executive to place an order as a result of the tendering exercise. Any expenditure, work or effort undertaken prior to contract award is accordingly a matter solely for the commercial judgement of the tenderer.

2.1.2 This Schedule contains the following sections:

- Purpose of Tender Exercise
- Scope
- Tender Process:
 - Propriety and Fairness of Evaluation
 - Clarification
 - Timetable for Tendering
 - Confidentiality
 - Cost of Bidding
 - Changes in Circumstances
 - Communication During the Tender Period
 - Guidelines for Submitting a Tender
 - Freedom of Information
 - Gourock-Dunoon
- Key terms and conditions which tenderers should be aware of:
 - Contracts with VesCo
 - Allocation of Costs
 - Financial Structure
 - Insurance
 - Contract and Compliance Legal Jurisdiction
 - Compliance with EU and Domestic Law
 - Disabled People
 - TUPE
 - Pensions
 - Staffing Issues
 - Contract Duration
 - Subsidy
 - Payments

- Performance Regime
- Material Change
- Relief Events
- Variations
- Clawback
- Change Mechanism
- Monitoring and Audit
- Disputes
- Transfer or Assignment
- Termination
- Consultation between the Executive, VesCo and the successful tenderer
- Constraints, Risks and other Key Points to note
- New Vessel/Infrastructure Proposals

2.2 Purpose of Tender Exercise

2.2.1 As previously outlined, the purpose of this tendering exercise is to meet the Executive's policy objectives to bring ferry services in the Clyde and Hebrides and which are subsidised by the Executive into compliance with EU maritime state aids rules.

2.2.2 The service requirements are set out in **Schedule 3**. In preparing the service specification we have also had particular regard to the following key principles:

- **Safety Standards** - Safety of passengers and crews is a fundamental issue which under no circumstances can be compromised or diluted.
- **Standards and Quality** - Emphasis has been placed not only in accurately defining the existing level of services supplied but also on quality. Tenderers will be required to submit quality plans and set out minimum standards.
- **Reliability** - Emphasis is placed on the ability to consistently deliver the required levels of service, hence reliability is a fundamental principle.
- **Performance** - Continued high standards of punctuality and availability of ship and shore facilities.
- **Objectivity** - As many aspects of the service specification as possible must be capable of specific measurement.
- **Impartiality** - In the evaluation of bids and treatment of tenderers.

2.2.3 The project is designed to identify, by competitive tender, the tenderer requiring the **lowest financial compensation**¹ to meet the defined service requirements and outputs. This is in line with EU rules.

2.3 Scope

2.3.1 The tender covers the passenger/vehicle/accompanied and unaccompanied freight ferry services to specified routes in the Clyde and Hebrides. The tender includes the provision of efficient and safe services, fully compliant with all the current safety requirements and supported by appropriate on board and shore facilities adequate for handling passengers and the loading, carriage and discharge of vehicles, freight, livestock and

¹ In all but exceptional and duly justified circumstances.

hazardous goods. The services are described in Schedule 3 and attached Annexes.

2.3.2 With the exception of Gourock-Dunoon which, as mentioned above is being tendered for subsidy separately, the routes named in the CHFS project will be the only ferry services in the immediate area in receipt of direct operating subsidy from the Executive. Subsidy will be made available to provide passenger/vehicle/freight ferry services on all routes.

2.3.3 Tenderers will wish to note that there are other ferry providers (local authorities, Western Ferries, etc.) operating services within the Clyde and Hebrides area and competitors are free to enter the market. The Gourock-Dunoon route², which is currently operated by CalMac, will, in the future, be operated by the successful tenderer for the separate tendering exercise for that route.

2.3.4 Tenderers are encouraged to investigate alternative innovative revenue streams over and above the minimum service requirements which add value beyond the publicly supported part of the project. As mentioned, EU rules specify that the winning bid in respect of maritime PSCs will normally be that which requires the lowest financial compensation³.

2.3.5 Tenderers are also encouraged to consider issues which have emerged through consultation as issues where users feel improvements might be made. A summary of such issues is set out in [Annex 11](#).⁴

2.3.6 Tenderers will note that additions to the service which require extra subsidy will jeopardise tenderers' competitiveness. Tenderers should strive to include proposals for generating extra revenue and which **reduce the level of subsidy**, thereby improving the competitiveness of the bid.

2.4 The Tender Process

Propriety and Fairness of Evaluation

2.4.1 The Executive believes that it is necessary to evaluate bids transparently and fairly both to meet the standards of public accountability and to achieve the best contract. To this end, the Executive has produced evaluation criteria that will be strictly adhered to in evaluating bid compliance.

2.4.2 The evaluation criteria will include emphasis on quality as well as price. Each tender will be the subject of a technical, commercial and financial analysis. The aim of the evaluation is to select the Tender that requires the lowest financial compensation for the provision of the minimum standards.

2.4.3 The Executive will consider the information provided in the Technical Proposal in response to this document and will reach an objective decision as to whether or not, in its view, the organisation and arrangements described in the technical proposal will be capable of meeting the requirements set out in this service specification. This process may involve a

² Based on the 2003 proposals for the route. Discussions are ongoing in relation to the Gourock-Dunoon route and Ministers will announce their conclusions separately.

³ In all but exceptional and duly justified circumstances.

⁴ Will be updated following the 2004 consultation exercise.

period of clarification with tenderers. The technical evaluation criteria will include but is not limited to the following aspects:

- general understanding of the requirements, i.e. provision of ferry services on the Clyde and Hebrides network
- analysis of the technical viability of the proposals
- operation of proposals with particular emphasis on quality and performance measurements
- staffing proposals
- proposals for safety management
- depth of experience of key staff
- suitability of any additional vessels proposed
- assessment of proposals against the minimum standard

2.4.4 The Scottish Executive intend utilising the services of external consultants to assist in the tender evaluation process.

2.4.5 Tenderers will wish to note that the Executive may wish to visit tenderers' headquarters to carry out an operational audit and/or to audit vessels (chosen by the Executive) from tenderers' fleets before taking a final view on the Technical Submission.

2.4.6 Tenderers whose Technical Submissions are deemed compliant will be invited to submit costed bids for subsidy. Any Technical Submission not complying with the requirements set out in this Service Specification will be rejected and a Costed Bid will not be invited. Commercial and financial analysis will be used at the costed bid stage to establish the full price of tenders.

2.4.7 Tenderers should note that a financial plan will not be required until Costed Bids stage and **subsidy bids must not be included in the Technical Submission**. However, they will wish to be aware that, at Costed Bid Stage, they will be required to provide detailed financial and other information to enable the Executive to make a full assessment of the bid cost. The Executive also needs to be confident, as part of the financial and monitoring arrangements, that the successful tenderer has a clearly identifiable organisational and financial structure to allow the subsidy award to be transparent, ring-fenced and auditable to ensure compliance with the Executive's requirements. The information required at Costed Bid stage will therefore include (but is not limited to):

- total and disaggregated costs, revenues, profit and subsidy assumptions
- elements such as the harbour management agreement, pier dues and leasing charges which must be clearly identifiable

2.4.8 Further guidance will be provided about the format for Costed Bids to those tenderers who pass Technical Bid stage.

2.4.9 The contract will be awarded following evaluation of Costed Bids. As indicated in **Schedule 1** the successful tenderer will be the one who requires the lowest financial compensation⁵.

⁵ Except in exceptional and duly justified circumstances.

2.4.10 Tenderers will be aware that the Executive is involved with the sponsorship of CalMac OpsCo which, as noted earlier, will be invited to tender for the contract. Organisational measures have been designed and implemented to ensure that OpsCo is treated in exactly the same way as other tenderers. This involves clear delineation and separation of tasks and responsibilities within the Transport Group of the Executive.

Clarification

2.4.11 If any bid is found not to comply with the Executive's requirements, lack any information necessary to enable evaluation or to contain inconsistent information, the Executive may:

- evaluate the bid as submitted
- seek additional information or clarification from the tenderer, or
- reject the bid

Timetable for Tendering

2.4.12 The project timetable envisages the contract commencing on XXXX although this may be subject to change. Key dates for the tendering process are as follows:

Submission of technical and commercial proposals in response to this ITT	XXXX
Request for costed bids	XXXX
Submission of costed bids	XXXX
Decision and announcement	XXXX

Information Disclaimer

2.4.13 Information regarding the type and pattern of carryings on CHFS, as provided by the current operator, is included in the attached Annexes. These Annexes also provide information on the vessels available via charter/lease arrangement from the VesCo for use on the CHFS routes, the vessel capacity on the routes and capacity utilisation.

2.4.14 Additional detailed information is available to tenderers. This information is available through a secure Information Room (details are provided in the covering letter inviting tenderers to submit Technical Proposals). As far as possible information will be provided via electronic means and will include:

- information relating to the provision of the services
- terms and conditions of the agreement with the Executive

2.4.15 In addition VesCo shall also make available through the Information Room:

- details of vessel leasing arrangements including charges and conditions of lease
- details of the management agreement in respect of VesCo's harbours
- details of harbour dues etc for use of VesCo harbours
- details of passenger and terminal facility leasing arrangements including charges and conditions of lease

- details of licensing agreement for the use of the Caledonian MacBrayne brand
- information about the vessels, harbours and terminal facilities

2.4.16 While every effort has been and will be made to provide accurate information, tenderers will wish to note that the Executive does not guarantee the accuracy of the information provided and it is provided for guidance only. It is for tenderers to fully satisfy themselves as to the accuracy and relevance of **all** of the information provided in connection with this tender. It is the responsibility of the tenderer to verify and interpret the information provided and to obtain for themselves, at their own expense, any additional information necessary for the preparation of their tender. Tenders will be accepted by the Executive on the understanding that the tenderer is deemed to have satisfied himself on the scope of the requirement from the information provided.

Confidentiality

2.4.17 Tenderers are reminded of the agreement they provided at Pre-Qualification Questionnaire stage which confirmed that all information supplied by the Scottish Ministers in connection with this Invitation to Tender shall be treated as confidential by tenderers except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.

Cost of Bidding

2.4.18 Each tenderer is responsible for all costs, expenses and liabilities incurred by it in connection with the tendering process, including in relation to the preparation and submission of expression of interest and/or qualification questionnaire, negotiations and any other costs regardless of whether the bid is successful or not.⁶

Changes in Circumstances

2.4.19 Tenderers are required to inform the Executive immediately of:

- any changes to the corporate structure or membership set out in their application to the Executive
- any other changes to their circumstances or their bids which might affect the Executive's decisions as to the suitability of their bid

2.4.20 Tenderers must include, as part of their technical submission, a clear statement confirming that they have and will comply with this requirement.

⁶ In the case of Caledonian MacBrayne OpsCo the Company will be required to account for these transparently and to add its bidding costs to the subsidy bid and, if successful, to repay these to the Executive.

Communication During Tender Period

2.4.21 Correspondence connected with the tender which requires attention before the tender return date or communication stating that no tender will be submitted should be sent in a separate envelope bearing no external reference to the tender number or return date and addressed to:

The Scottish Executive
Scottish Procurement Directorate
3rd Floor
Meridian Court
5 Cadogan Street
Glasgow G2 6AT

2.4.22 This procedure is designed to preserve equity between tenderers by ensuring no premature disclosure of tender details can take place. No useful purpose is served by enquiring after the result of the tender exercise - tenderers will be notified as early as possible.

2.4.23 Please note that the responses to any questions raised during the tendering period will be circulated to all tenderers in the form of a Circular Advice Note. The closing date for raising questions is XXXX 200X and the Scottish Executive will circulate answers to tenderers not later than XXXX 200X. Questions should be submitted to the Scottish Procurement Directorate.

Guidelines for Submitting a Tender

2.4.24 Tenderers must provide their proposal for the operation of the services as set out at in this document. This will be known as the "Technical Submission" and must address, as a minimum, the issues set out in Schedule 4. **Tenderers should note that the operational details, service standards and other statements on service provision and legislative compliance made by the tenderer in the Technical Submission will form a binding part of the final contract for the tender.**

2.4.25 Tenderers may submit their Technical Submission using their own text creation facilities, however, the content layout must be identical to that set out in **Schedule 4** and it must be in the same order.

2.4.26 Tenderers should be aware that failure to supply the details requested in this service specification will seriously affect the competitiveness of their bid. In addition, tenderers will be issued with a Microsoft Excel spreadsheet listing each area of the service specification where a response is expected from tenderers. Tenderers will be required to make a cross-reference to where, in their Technical Submission documentation, their response to each of the Executive's requirements can be located. The completed disk should be returned to the Executive with the technical bid. This process serves two purposes. It acts as a checklist for tenderers, ensuring that each area of the specification that requires a response receives one. It also allows the Executive's evaluation team to confirm that all relevant aspects of the tenderer's proposal for each of the requirements have been taken into account during the evaluation process.

2.4.27 Tenderers are required to submit (xx) copies of their Technical Submission (excluding any price information) in the following format:

- (xx) copies in paper format contained in ring binders with each section suitably segregated. Each ring binder should be clearly labelled with the tenderer's name and an index of contents.
- (xx) copies in electronic format contained in a CD-ROM. Each CD-ROM shall clearly identify the tenderer's name and an index of contents, should be stored in either Acrobat (pdf) or Word/Excel format and should be compatible with Office 97.

2.4.28 Each copy of the Technical Submission must include the following information:

- name of contact for this tender
- position
- address
- telephone number
- fax number

2.4.29 The copies of the Technical Submission must be submitted in a sealed envelope bearing the attached label to the address shown thereon, for receipt before 3.00 p.m. on the due date. **Late tenders will not be considered.**

Freedom of Information

2.4.30 Scottish Ministers are committed to open government and to meeting their responsibilities under the Freedom of Information (Scotland) Act 2002. Accordingly, all information submitted to the Executive may need to be disclosed and/or published by the Executive. If you consider that any of the information included in your tender is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose and/or publish it, whether or not your tender is accepted. We may also require to disclose and/or publish details of unsuccessful tenderers. The Executive may publish, on its website, the names and contact details of companies who have been issued with an Invitation to Tender document.

2.4.31 Tenderers will wish to note that the Freedom of Information Act 2002 may be applicable to the CHFS services. Scottish Ministers may, by order under Section 5 of the Act, designate any persons who are (a) exercising functions of a public nature or (b) providing a service under contract with a Scottish public authority. Before making such an order the Scottish Ministers will consult with any such persons. The Executive will be consulting on the criteria for determining candidates for such a section 5 order.

2.4.32 Tenderers who are also bidding or intend to bid for the Gourock-Dunoon route should be aware that the bids will be considered separately and tenderers are required to bid separately. Tenderers should not, therefore, base bid proposals for one tender on the assumption that they will win the other. For example, at Technical Bid stage, the proposed arrangements for relief for the CHFS services should not include the use of vessels serving the Gourock-Dunoon route (and vice versa).

2.5 Key Terms and Conditions

2.5.1 Tenderers will, along with this service specification, be provided with the proposed terms and conditions of the subsidy contract. Tenderers are expected to bid on the basis of these terms and conditions and a bid which rejects any of the terms and conditions will be deemed to be non-compliant. If tenderers wish to suggest a change to a particular term or condition, they must specify this clearly in their Tender, setting out their proposed alternative wording. They must justify the proposed change with details of the expected advantages and disadvantages to the tenderer, Executive and users of the services. In the event that the Executive accepts a change proposed by a tenderer, the Executive will ask the other tenderers whether they wish to have the same change made in the terms and conditions. **Tenderers must include, as part of their technical submission, a clear statement confirming that they accept all the terms and conditions as provided (as set out in Schedule 7).**

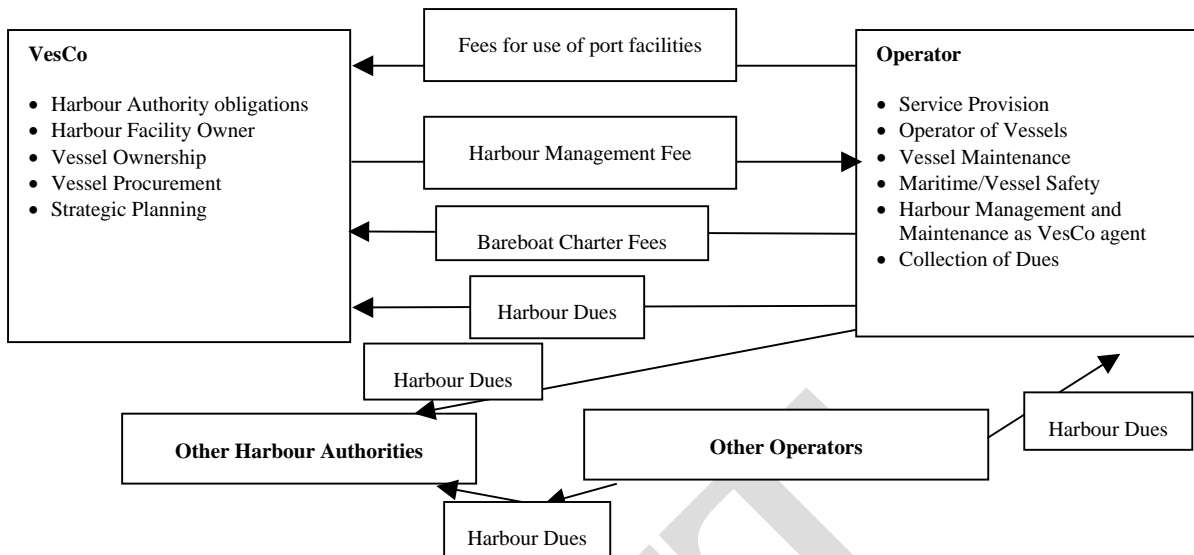
2.5.2 Some of the key contract terms are set out below.

Contracts with VesCo

2.5.3 The Executive proposes to bind the successful tenderer to lease, from the VesCo, the vessels that the successful tenderer deems to be required. The successful tenderer will also be required to enter into a Harbour Management agreement with VesCo and a licensing agreement for the use of the CalMac brand. Shore facilities will be available from VesCo on an optional basis. This will require separate contracts between VesCo and the successful tenderer. Tenderers should note that VesCo vessels are registered in the UK.

2.5.4 The successful tenderer will be required to enter into these contracts with VesCo as a condition of the contract for subsidy with the Executive. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts this requirement and details setting out what arrangements have been made with VesCo.** The diagram on the next page shows the key relationships with VesCo (although these are an indication only and full details will be provided to tenderers by VesCo).

⁷ Based on the 2003 proposals for the route. Discussions are ongoing in relation to the Gourock-Dunoon route and Ministers will announce their conclusions separately.



Allocation of Costs

2.5.5 The successful tenderer will be responsible for all costs arising out of the introduction of the service, the operation of the service as described in this specification including crewing and other staff costs, upkeep of vessels, the provision of any replacement vessel when required and obligations relating to the hand over of the operation of the services at the end of the contract period (if the operator is not appointed to provide the next contract). Tenderers will bear their own tender cost. **Tenderers must include, as part of their technical submission, a clear statement (Schedule 7) to this effect.**

Financial Structure

2.5.6 Tenderers are required to make full disclosure to the Executive of any relationships with other companies.

2.5.7 Any tenderer meeting the service requirement, but sharing the cost of assets involved in relation to the provision of other services, will be required to satisfy the Executive that adequate systems would be put in place – and if a contract is placed the successful tenderer will have to satisfy the Executive that such adequate systems have been put in place – to ensure no cross-subsidisation between the CHFS routes and any other ferry route or any other activities. Tenderers may wish to consider whether it might be appropriate to set up a separate special purpose company to provide the services to ensure that there is adequate transparency. Details of charging arrangements in respect of services provided by other parts of the special purpose company's Group must also be provided.

2.5.8 The successful tenderer will be required to account for subsidy in a transparent and auditable fashion so that he is able to demonstrate that there is no cross-subsidisation with other business activities. **Tenderers must include, as part of their technical submission, a clear statement (Schedule 7) confirming that they will comply with this requirement and detail proposals setting out how they intend to satisfy this requirement.**

Insurance

2.5.9 The successful tenderer will be required to ensure that all chartered, leased and rented assets or assets provided by any other arrangement, are fully insured at the appropriate

commercial value. The successful tenderer will also be required to provide any other insurances required by VesCo. Additionally, the successful tenderer will be required to carry the necessary insurances, sufficient to cover for all and any third party claims which may occur as a result of providing the CHFS. The final list of insurances required will depend on the nature of VesCo's contracts.

2.5.10 The successful tenderer will be responsible for providing demonstrable evidence that all the necessary insurances are in place prior to the award of the contract and thereafter copies of policy renewals on the specified date shall be submitted to the Executive and/or VesCo as appropriate.

2.5.11 Under no circumstances shall the successful tenderer be allowed to provide the services without appropriate insurance being in place. The payment of all associated premiums, deductibles and other costs will be for the successful tenderer's account.

Contract and Compliance Legal Jurisdiction

2.5.12 The basis of the formal grant agreement with the successful tenderer will be the Transport (Scotland) Act 2001.

Compliance with EU and Domestic Law

2.5.13 This tender exercise and the terms of the subsidy contract are designed to comply with the Public Service Contract (PSC) requirements of the relevant EU regulations and guidelines (set out in Schedule 2).

2.5.14 Tenderers will wish to note that a PSC may only be concluded with a community ship owner/operator as determined in the EU Regulations. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer complies with this requirement.**

2.5.15 The successful tenderer will be required to ensure compliance with all applicable International Conventions, EU Council Directives and Regulations, and National Regulations and to ensure that relevant industry codes, guidance and standards are fully taken into account.

2.5.16 The statutory framework for regulating the safety standards of ferries in UK waters is administered by the Maritime and Coastguard Agency (MCA). Tenderers should note that the successful tenderer will be required to comply with international, European and national regulations, Codes and procedures at all times and, in particular, with the requirements of the International Safety Management (ISM) Code and Merchant Shipping legislation enforced by the Maritime & Coastguard Agency. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts this requirement and detail how the tenderer will comply with this requirement.**

2.5.17 The successful tenderer will be responsible for the day-to-day activities and operations covering port activities and therefore will be required to comply with all relevant rules and regulations including Health & Safety at Work Regulations enforced by the Health and Safety Executive and the Port Marine Safety Code as applicable. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts this requirement and detail how the tenderer will comply with this requirement.**

2.5.18 The successful tenderer will be required to meet the terms of the Terrorism Act 2000 (as amended by the Anti-Terrorism, Crime and Security Act 2001) in relation to the collation and distribution of information on the carriage of passengers, cars and freight.

2.5.19 Tenderers should include as part of their Tender Submission a clear statement (Schedule 7) confirming that, if successful, they will provide all information which may be required in order to allow Scottish Ministers to comply with the provisions of Directive 80/723 (as amended) "The Transparency Directive" in so far as it applies to the operator of the Clyde and Hebrides ferry service.

2.5.20 The successful tenderer will be required to have regard to the legislative framework and obligations in relation to disabled people⁸ and to consider the needs of disabled travellers. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts this requirement and detail how the tenderer will comply with this requirement.**

TUPE

2.5.21 Tenderers' attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) (TUPE). The application of the TUPE Regulations is a matter of law based on the individual circumstances of the particular transfer. As the Executive would be neither transferor nor transferee of the employees in respect of the contract awarded as a result of this Invitation to Tender, it is the responsibility of the Tenderer to consider whether or not TUPE applies in the particular circumstances of this tender exercise and act accordingly. However, it is the Executive's view that TUPE is likely to be applicable and Tenderers will wish to note recent case law where similar circumstances have been considered by an Employment Tribunal.

2.5.22 Tenderers are required to cost their bids as if TUPE applies and to make clear the cost that they are attributing to TUPE. If it is subsequently found that the Regulations do not (as a matter of law) apply, there will be a reduction in subsidy throughout the contract, equivalent to any reductions in the successful tenderer's costs as a consequence of that decision.

Pensions

2.5.23 The TUPE Regulations do not currently apply so as to transfer contract terms in relation to membership of an occupational pension scheme. However, the successful tenderer will be required to ensure actuarial equivalent pension schemes and entitlements for transferring staff. **Technical submissions should include a clear statement confirming that the tenderer accepts this requirement, and provide full details of the proposed scheme.** Tenderers should note that all proposed schemes will be subject to the approval of the Government Actuary Department. Details about the cost of the proposed scheme will be required if the tenderer is invited to Costed Bid stage.

Staffing Issues

2.5.24 Tenderers will be required to detail proposals for staffing related issues. This will

⁸ Disability Discrimination Act 1995 and Human Rights Act 1998.

include crewing and other staffing arrangements such as training, recruitment and retention, and industrial relations. Tenderers will wish to note that CalMac crews are currently employed on shore.

Contract Duration

2.5.25 The Contract will be for six years, from xxxx until xxxx, subject to the Scottish Executive's right of earlier termination under the contract Terms and Conditions. An option to extend the Contract, for a further period of 6 months or a year, may be exercised at the sole discretion of the Scottish Executive.

2.5.26 Such an option will only be considered in exceptional circumstances where the re-tendering process may be delayed and will be exercised by the Scottish Executive on or before xxxx.

2.5.27 Where the Scottish Executive exercises the option to extend the contract for a further period of six months or one year in the circumstances described above, the rate of subsidy payable to the successful tenderer will be calculated by applying the percentage change in the CPI (Consumer Price Index) to the appropriate portion (i.e. first six months or whole year) of the Year 6 subsidy rate.

Subsidy

2.5.28 The Executive will award a subsidy to the successful tenderer to supplement revenues earned for running all the routes within the network. The subsidy will be for six years and will be offered to the tenderer whose bid requires the **lowest financial compensation**⁹ to meet and comply with the service specification as set out in Schedule 3 of this document.

2.5.29 The subsidy for each year will be calculated on the anniversary of the contract start date (i.e. if the contract begins on 1 October the 'contract year' will be deemed to be 1 October to the following 30 September), taking account of expected inflation, and will be paid in 12 equal monthly instalments in arrears. Any difference in actual inflation rates will be swept up at the end of each contract year. Additional payments or deductions triggered by a material change/change mechanism will be made as and when necessary.

2.5.30 Based on current estimated timetables, the subsidy contract is likely to be awarded in 200X and for the contract to begin a maximum 12 months after that depending on implementation proposals i.e. the first payments of subsidy under the proposals outlined above will be made in the financial year 200X/0X. When completing contracts with the successful tenderer a firm start date will be finalised.

2.5.31 Tenderers are encouraged to investigate innovative ways of improving service delivery (e.g. increasing frequencies, extending the length of the operational day, etc.). However, in doing so, tenderers are reminded that the award for this contract is on the basis of minimum financial compensation.

2.5.32 The subsidy will be awarded and paid in accordance with relevant EU, UK and Scottish legislation.

⁹ In all but exceptional and duly justified cases.

Performance Regime

2.5.33 There will be a performance regime that focuses on reliability and punctuality of services on a route-by-route basis. This is summarised at Annex 20. There will be a reduction in the subsidy in the event that targets are not met. The terms and conditions of contract will set out the scheme in detail. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts the terms of the performance regime. Technical submissions should also include proposals setting out how the tenderer intends to provide the information required by the Executive in relation to punctuality and reliability (Annexes 20 and 23).**

2.5.34 The Executive will implement a system of monitoring and audit with which the successful tenderer will be expected to fully comply in order to ensure that the requirements of the performance regime are being met. **Technical submissions should contain a clear statement (Schedule 7) confirming that the tenderer accepts the application of the Executive's monitoring and audit system.**

Relief Events

2.5.35 A relief event is one which allows one or other of the parties to a contract "relief" from the usual consequences of not fulfilling their part of the agreement. The occurrence of a relief event will not result in additional subsidy and the Executive will not be liable to the successful tenderer for any loss of earnings. This aspect of the contract is particularly relevant to the performance regime and dispute mechanism. The relief events that will be acceptable to the Executive are set out at Annex 21. The detailed provisions can be found in the terms and conditions issued with this service specification.

Material Change

2.5.36 A material change provision will feature in the terms and conditions of contract between the Executive and the successful tenderer, allowing for certain events that significantly affect the cost or provision of the service to be taken into account and, if necessary, for the subsidy to be revised. The material change events that will be acceptable to the Executive are set out at Annex 22. The detailed provisions can be found in the terms and conditions issued with this service specification.

Variations

2.5.37 Tenderers should note that although these services represent the minimum route network at present, the terms and conditions of contract will allow for variations to the contract to cater for unforeseen and/or changing needs during the contract period. The successful tenderer will be **required** to operate any additional services proposed by the Scottish Executive throughout the contract period and the arrangements in relation to calculation of subsidy in respect of such variations (change mechanism) to the contract is described at paragraph 2.5.44 below. **Technical submissions should include a clear statement confirming that the tenderer accepts this requirement.**

Clawback

2.5.38 The successful tenderer will be expected to make a reasonable financial return.

However, in line with the EU rules in respect of maritime PSCs (that subsidy should be no greater than required), a graduated clawback provision will apply if the financial return over the whole contract period is higher than that forecast in the original bid.

2.5.39 Formulation of the clawback provision will take into account and specify certain accounting treatments that are to be used in the calculation of the financial return criteria used for clawback purposes. The detailed provisions will be set out in the contract terms and conditions. However broadly, the clawback will be based on calculation of profit before interest and tax. Where this exceeds the percentage shown in the business model of the successful bid then the excess will be shared between the Executive and the successful tenderer in a number of progressive steps. Tenderers are free to suggest an equivalent arrangement to recognise the principles of guarding against overcompensation.

2.5.40 The clawback will be applied in aggregate at the end of the contract period and will apply to the approved services as a whole. It will apply when the overall return is above that forecast. However, it should be noted that the successful tenderer will be required to provide audited reports detailing their return (on a route by route and aggregate basis). Details of services which are provided by or to other parts of the successful tenderer's Group must also be provided and the successful tenderer will be required to state the basis of any charges. The form of audited Report will be specified and must be provided by separate engagement. **Technical submissions should include a clear statement confirming that the tenderer accepts these requirements.**

2.5.41 There will be no clawback in respect of services the successful tenderer provides which are over and above the Minimum Approved Services.

2.5.42 In respect of TUPE considerations, an additional clawback mechanism will apply in the event that TUPE is found not to apply and savings arise. If invited to Costed Bid stage tenderers will be required to detail all staff costs on a route by route basis within their bids as well as detailing headquarter and shore staff costs. In the event that TUPE is deemed not to apply then an audited statement of comparable costs will be used as a basis to effect TUPE clawback. **Technical submissions should include a clear statement confirming that the tenderer accepts these requirements.**

Change Mechanism

2.5.43 There will be a change mechanism to provide for changes to the subsidy arising from variations to the contract by the Executive. This will be set out in detail in the terms and conditions. However the key principles are as follows.

- if the Executive wishes to propose a change to the Minimum Standard it will give notice of the proposal to the successful tenderer. The notice will set out in detail the particulars of the proposed changes e.g. new larger vessel on a particular route or a change in frequency. The notice will set out the date on which it is proposed the change will take effect.
- the Executive will request the successful tenderer to prepare a Financial Impact Assessment (FIA) of the proposed changes to a required timescale. (If the Executive requests the successful tenderer to prepare a FIA and the proposed change is not

approved and implemented, the Executive will pay the successful tenderer its reasonable agreed costs in preparing the assessment).

- the successful tenderer will then notify the Executive of any preliminary response to any proposal/FIA e.g. higher operating and leasing costs and/or passenger throughput/revenue.
- this would then be followed by a meeting between the Executive and the successful tenderer to discuss the proposal. The Executive and successful tenderer would then agree an Implementation Plan for the relevant service change
- any consequential change in subsidy will be based on the principle of a No Net Loss No Net Gain Regime. For example, if the increase in costs is not outweighed by higher revenues then the Executive will have to compensate the successful tenderer to ensure any estimated profit level on that particular route does not decline. In the event that the successful tenderer is required to take some risk then some net gain may also be acceptable and this will be negotiated in the light of the circumstances at the time.
- it should be noted that the Executive shall be entitled at any stage to withdraw and not enter any negotiations if it involves, in the Executive's opinion, either a reduction in the level of service or the quality of any aspect of the service.

2.5.44 Technical submissions should include a clear statement confirming that the tenderer accepts these requirements.

Monitoring and Audit

2.5.45 The Executive intends to place a contract to assist with monitoring of the CHFS contract. Compliance testing and arrangements for monitoring performance in line with the service specification will be finalised as part of the contract terms between the Executive and the successful tenderer. The terms will ensure that the level of service contracted for is provided and that other key elements of the quality of service and financial monitoring are in place. In addition, Annexes 20 and 23 describes the information that the successful tenderer must provide for the purposes of monitoring performance. **Tenderers must include, as part of their technical submission, a clear statement confirming that they will provide the information required in Annexes 20 and 23 and include detailed proposals setting out how they intend to satisfy this requirement.**

2.5.46 In accordance with EU rules and terms and conditions of contract, the successful tenderer will be required to provide detailed monitoring and accounting information on a route-by-route basis.

Disputes

2.5.47 The contract will make provision for a dispute resolution mechanism and will involve an escalation and arbitration process. Decisions of the Arbitrator will be final and binding and not subject to appeal. The successful tenderer will be squarely responsible for continued delivery of the service while any dispute is under consideration.

Transfer or Assignment

2.5.48 The successful tenderer shall not transfer or assign the contract or any part thereof without the approval, in writing, of the Scottish Ministers. Neither shall the successful tenderer sub contract the contract or any part thereof without the approval, in writing, of the Scottish Ministers.

Termination

2.5.49 Scottish Ministers may terminate the contract for breach. The detailed terms and conditions of contract will set out those items that the Executive considers are repudiatory breaches. There will be links to the performance-monitoring regime and to the dispute resolution procedure.

Consultation between the Executive, VesCo and the Successful Tenderer

2.5.50 A system of consultation will be established between VesCo and the successful tenderer which will detail a schedule of meetings to address relevant issues. The successful tenderer will be required to attend these. VesCo will provide more detailed information to tenderers about the nature and frequency of these meetings. Topics will include the following:

- capital expenditure requirements
- replacement of existing vessels / provision of additional vessels
- harbour management matters
- any other relevant matter

2.5.51 Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts this requirement and details setting out how the tenderer intends to address it.

2.5.52 VesCo will take account of the successful tenderer's views but will not be bound by them. VesCo's programme of capital expenditure will be subject to the approval of Scottish Ministers.

2.5.53 The Executive also plans research during the early part of the contract in relation to route and vessel development. This research will inform the service specification for future contracts. The successful tenderer must attend and contribute to meetings in relation to this research, if asked to do so by the Executive. The Executive will meet the reasonable costs incurred by the successful tenderer in complying with this requirement. **Technical submissions should include a clear statement confirming that the tenderer accepts this requirement.**

2.5.54 The successful tenderer will also be required to attend regular meetings with the Executive as part of the monitoring and management of the contract. Normally this would comprise monthly meetings between relevant members of the successful tenderer's management team and the Scottish Executive contract sponsorship team.

2.6 Constraints, Risks and other Key Points to note

2.6.1 The main legal and financial constraints on the key elements of service provision are outlined in this document.

2.6.2 There are legal requirements and constraints on the way in which the Executive can provide shipping subsidies. These include European legislation about assistance to shipping operators, referred to in section 1.3 of Schedule 1. These guidelines and legislation affect, among other areas, the duration of the contract (six years) and the criteria for selection of an operator. EU State aids rules require that the successful tenderer will be the one which requires the lowest financial compensation¹⁰ to provide the services required to meet Service Contracts. The Executive is also subject to financial constraints due to the resources available for subsidising these services.

2.6.3 Tenderers must be acutely aware of the high importance the Executive attaches to the safety of the CHFS ferry services and to the requirement for the successful tenderer to meet all applicable safety requirements for vessels, passengers and crew in operating the services. **While specific safety requirements are set out in Schedule 3, it is for the successful tenderer to ensure that it complies with all relevant national and international legislation, Conventions, Directives, as well as Industry Codes and Standards. Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts this requirement.**

2.6.4 The Executive has analysed a number of the main risks associated with the tender exercise and has allocated the way in which these would be expected to fall between the successful tenderer, the Executive and VesCo. Annex 24 lists some of the risks and the Executive's indicative analysis of their allocation. **However, this table does not represent a commitment by the Executive to accept certain risks. Further details will be provided at costed bids stage and it will be the final agreement of the terms and conditions that will establish the details of the commitments of the Executive and the successful tenderer.**

2.7 New Vessel and Infrastructure Proposals (for information only)

2.7.1 The following developments do not form part of the contract. They are not necessarily inclusive and the Executive may add further or not provide them at all or to any timescale under the contract. Rather, they will be dealt with, as relevant, through the change mechanism described above. We have included them only so that tenderers are aware of possible developments:

- Scottish Ministers have instructed CalMac to build a new sheltered water vessel to serve the Wemyss Bay-Rothesay route. This will be 62 pcu/450 pax configuration and is expected to be ready to bring into service in Spring 2005. This will replace **one** of the Streakers currently serving the Wemyss Bay-Rothesay route.
- subject to all of the necessary legal consents being secured it is intended that a second linkspan is to be built at Oban to ease congestion in relation to the Oban services (where three or four major vessels operate from one linkspan). A new

¹⁰ In all but exceptional and duly justified cases.

terminal building is being built and improved marshalling facilities are also planned.

2.7.2 Tenderers will also wish to note that the Partnership is committed to reviewing tolled bridges in Scotland. There will be a two phase review of tolled bridges. The first phase will deal with existing tolls and be completed in 2004. The second phase will include an examination of the broader issues, relating to the management, operation and maintenance of the tolled bridges and will be completed by the summer of 2005. The Executive is committed to ending the discredited toll regime on the Skye Bridge and we believe we can achieve our goal by the end of this year.

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SCHEDULE 3

INVITATION TO TENDER

CLYDE & HEBRIDES FERRY SERVICES

SERVICE SPECIFICATION

3.1 Introduction

3.1.1 This Schedule provides a specification of the outputs and core requirements for the Clyde & Hebrides ferry services (CHFS). Key considerations have been the objectives of Ministers, the services which the Executive wishes to procure, the needs of the communities served and the geographic environment in which the services will operate.

3.1.2 The requirements outlined in this Schedule deal with **minimum service levels** together with the **maximum fares** which Scottish Ministers wish to see incorporated into the tender for the Clyde & Hebrides ferry services (CHFS) network. **The Technical Submission should set out how the tenderer intends to provide the services so as to satisfy the requirements of Scottish Ministers. Tenderers should consider all requirements set out in this specification.**

3.1.3 The successful tenderer will be responsible for ensuring that the service specification requirements are achieved in full.

3.2 Minimum Service Level

3.2.1 The **minimum service level** is sub-divided into the following key requirements:

- The Route Network
- Vessels
- Provisions for Carriage
- Timetables
- Fares Structure, including Concessions
- Brand and Marketing
- Integrated Transport, Ticketing and Information
- Network-Wide Support Services
- Passenger Facilities
- Language
- Consultation
- Utilisation of Vessels and Ports
- Performance Regime
- Safety
- Ports and Safety
- Environmental Protection
- Information from the successful tenderer

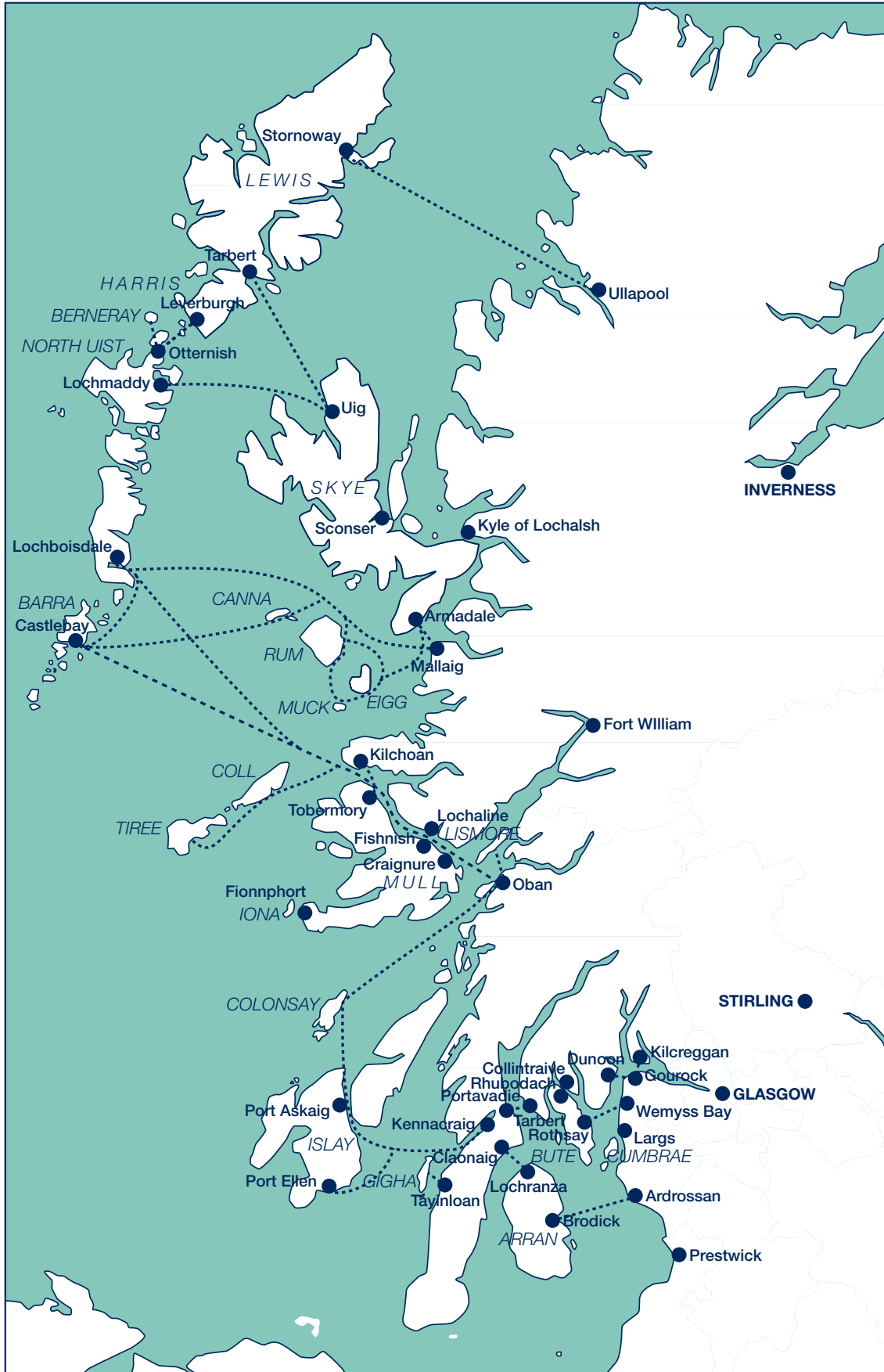
3.3 The Route Network

3.3.1 The geographical area of operations and the route network are shown in Figs. 1 and 2:

Figure 1 - Area of Operations



Figure 2 - Existing Route Network in the Clyde & Hebrides



The successful tenderer is required to provide scheduled services on the routes listed below as specified in the timetables ([Annexes 6 and 7](#)) and at [Annex 1](#). The timetables set out sailings in detail throughout the year. **Tenderers must include, as part of their technical submission, a clear statement confirming that this requirement will be met and detailed proposals setting out how they intend to provide the required services.**

- Tarbert (Loch Fyne)-Portavadie
- Tarbert-Lochranza (Arran) (winter-only – this service is operated when the Claonaig-Lochranza service does not operate to offer an alternative route to Arran particularly for dangerous goods. Other freight, passengers and vehicles are also carried on this service.)
- Wemyss Bay-Rothesay*
- Colintraive-Rhubodach
- Ardrossan-Brodick (Arran)*
- Claonaig-Lochranza (Arran) (limited service – summer-only and extending a week into the winter timetable)
- Largs-Cumbrae Slip
- Tayinloan-Gigha
- Oban-Colonsay
- Kennacraig-Port Askaig (Islay)-Colonsay-Oban (Summer only)
- Kennacraig-Port Ellen (Islay)-Port Askaig (Islay)
- Oban-Craignure (Mull)
- Lochaline-Fishnish (Mull)
- Fionnphort-Iona
- Tobermory (Mull)-Kilchoan
- Oban-Lismore
- Oban-Coll-Tiree
- Sconser (Skye)-Raasay
- Mallaig-Armadale (Skye)
- Mallaig-Small Isles (Canna, Rum, Muck, Eigg)
- Oban-Castlebay (Barra)/Lochboisdale (S. Uist)
- Barra-Eriskay (CalMac began operating this route in summer 2003.)
- Uig (Skye)-Lochmaddy (N. Uist)**
- Berneray-Leverburgh (Harris)
- Uig (Skye)-Tarbert (Harris)**

Ullapool-Stornoway (Lewis) tenderers should note that in addition to the timetabled passenger/vehicle service, they must also provide a separate night freight service on this route (see [Annexes 6 and 7](#) for details).

*In the event of adverse weather, the Ardrossan-Brodick and Wemyss Bay-Rothesay services should run to/from Gourock (as now) provided conditions at Gourock are considered acceptable by the Master.

**On some days in the winter timetable, the Uig-Tarbert and Uig-Lochmaddy routes operate as a Uig-Tarbert-Lochmaddy services, to serve both Outer Isles ports.

3.3.2 With the exception of Claonaig-Lochranza, Tarbert-Lochranza and the service between Islay and Colonsay (Kennacraig-Port Askaig-Colonsay-Oban), all of these routes are

year round passenger/vehicle/freight services. Winter and summer timetables are provided at **Annexes 6 and 7**. Tenderers may also wish to note that in the case of Tobermory-Kilchoan the winter vehicle service was provided for the first time in winter 2003/04. A brief description of each route and annualised carrying statistics for each are provided in **Annex 2**.

3.4 Vessels

VesCo

3.4.1 Tenderers are required to lease sufficient vessels to deliver **all** of the requirements of this tender including services and fleet relief requirements for the term of the contract.

3.4.2 As mentioned previously, the successful tenderer will be bound to charter/lease vessels they require from the existing fleet from VesCo on a bareboat basis. However, there will be flexibility in terms of the numbers of vessels leased. **The receipt of subsidy is contingent upon the successful tenderer being bound to lease its vessels from VesCo for the duration of the contract. Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts this requirement.**

3.4.3 The successful tenderer shall be responsible for the operational management of the vessels, including manning, repairs, running maintenance (including annual overhauls), insurance, etc., for the duration of the contract. The contract between the successful tenderer and VesCo will describe in full the rights and responsibilities of the parties. VesCo will have inspection rights throughout the contract and there will be condition surveys at the outset and at the end of the contract period. In addition VesCo or its representatives will have the right to attend each vessel's dry docking to assess the condition of the hull and all underwater areas. The successful tenderer will be required to maintain the ships' condition throughout the contract period to at least that prevailing at the outset, fair wear and tear excepted. VesCo will provide details to tenderers of the standard of maintenance required.

3.4.4 The terms and conditions of the vessel leases will also delineate the responsibilities and the process required for capital investment i.e. where statutory changes/improvements are required or where the successful tenderer wishes to effect alterations/additions to upgrade vessels which will provide improved revenue streams for periods beyond the term of the contract.

3.4.5 It will be for tenderers to agree their requirements with VesCo. All tenderers, in their dealings with VesCo, will be treated equitably. Tenderers will wish to note that terms will depend on detailed proposals including number and type of vessels to be leased (although menus will be available to all tenderers on an equitable basis).

3.4.6 Tenderers are encouraged to be innovative in making flexible use of the ships available from VesCo in order to secure the most efficient array of vessels to serve the network. It will be for tenderers to decide how to deploy these vessels (and, for that matter, the fleet as a whole) to best serve the CHFS route network. **Annex 3** provides information on how the fleet is usually deployed. However in doing so tenderers must have regard to the carrying patterns and deploy the fleet effectively to meet demand as far as possible. **Tenderers should note that the VesCo fleet is enrolled under the British Register.**

Passenger Facilities

3.4.7 Facilities on board VesCo's vessels vary according to age, size and type and also according to which routes each vessel currently serves. Details of available on-board facilities are listed in **Annex 3**. The successful tenderer shall ensure that equivalent on-board facilities, restaurants, cafeterias, vending machines, cabins, etc., are available although there will be some flexibility in relation to the times these are made available and format of such services. **The Technical Submission should include a statement confirming that, if successful, the tenderer will comply with this requirement and details setting out how the tenderer would meet this requirement.** It is hoped that this flexibility will allow tenderers the opportunity to be innovative in the way these services are delivered and improve services to customers. As a minimum, the Technical Submission should provide for light refreshments on short journeys and meals should be provided on longer journeys (although, tenderers have freedom to decide how best to provide this). Tenderers must specify the services that will be available on board ships and the shore facilities and to highlight where these differ (in terms of hours of availability and scope) from existing services as part of their bid.

Fleet Relief

3.4.8 The successful tenderer will be required to provide for relief capacity to cover scheduled maintenance, dry dockings, unforeseen breakdowns and ensure continuity of service. **It is the successful tenderer's responsibility to provide all fleet relief for the duration of the contract.** Details of designated "relief vessels" (*Isle of Arran, Raasay and Bruernish*) currently used to cover scheduled dry dockings and unscheduled stoppages are included at **Annex 3**. Tenderers will wish to note that, on occasion, it is current practice to maintain service levels not by using a relief vessel as a direct replacement, but by adjusting the schedules of vessels on other routes or by cascading vessels throughout the network in order to maximise carrying capacity and maintain continuity of service. Normal ongoing fleet relief requirements should be planned for and included in negotiations with VesCo. Fleet relief vessels should be leased by the successful tenderer (from VesCo) on a permanent basis. However, in exceptional circumstances, tenderers may find they require additional vessels and (if VesCo has none) may charter from other providers if necessary to meet emergency and unforeseen pressures. Such vessels will be subject to the approval of Scottish Ministers.

3.4.9 It should be noted that, although the *Isle of Arran* is currently a designated "relief vessel", to meet capacity constraints it is currently deployed during the summer timetable serving Islay. The timetable for Islay highlights the additional sailings which are provided by the relief vessel and explains that they are subject to withdrawal at short notice. These sailings are part of the minimum standard but this means that should the vessel offering these sailings be required to provide relief cover elsewhere in the network, these sailings can be cancelled without triggering the performance regime. With this exception, all other parts of the performance regime apply to these sailings.

3.4.10 **Tenderers must, as part of their technical submission, specify the arrangements made and response times for fleet relief. These arrangements should cover both periods of planned overhauls and periods during which vessels are unable to provide the service in unforeseen circumstances such as breakdowns or damage.**

Use of Non-VesCo Vessels to provide the Approved Services

3.4.11 There will also be flexibility for tenderers to propose bringing their own vessels to provide the Approved Services. However, tenderers may only propose to bring their own vessels to provide the minimum standard if they have taken **all** the VesCo's available vessels for CHFS. Tenderers will wish to note that where they intend to use non-VesCo vessels this will be subject to the approval of the Executive. All non-VesCo vessels that are used to provide the Approved Services must be of at least the same standard as the current CalMac fleet. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts these requirements. Where tenderers intend to bring their own vessels the technical submission should include full details of the proposed vessels and their proposed deployment.**

3.4.12 Any non-VesCo vessels used by the successful tenderer to provide the Approved Services must be classed by a recognised organisation as defined in EU Directive 94/57/EC (as amended) and authorised by the United Kingdom. **Technical Submissions should contain a clear statement (Schedule 7) confirming that this will be so.** Where additional vessels are proposed the Technical Submission should include full details about the vessels and what services the tenderer proposes to use the vessels on.

3.4.13 The successful tenderer may, of course, bring its own vessels to provide services over and above the minimum level of Approved Services.

Use of VesCo Vessels outwith the Approved Services

3.4.14 Submissions must contain a clear statement (Schedule 7) confirming that tenderers will lease the vessels they require from VesCo, and accepting that these will be deployed on the routes of the CHFS network. Tenderers' proposals to use VesCo's vessels on services other than the Approved Services will require approval from VesCo and the Executive.

New VesCo Vessels during the lifetime of the contract

3.4.15 VesCo will also be responsible for acquiring new vessels to serve the network through a planned replacement programme. The successful tenderer will also be bound to new vessels as they come into service to replace or augment the fleet. The successful tenderer may be required to operate these new vessels on particular routes. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts these requirements.** The subsidy will be adjusted, through the Change Mechanism (paragraph 2.5.44 in Schedule 2), to take account of variations in respect of new services and/or vessels which the successful tenderer will be required to operate.

VesCo Vessels

3.4.16 The Executive is of the view that VesCo's fleet, at the point of award of contract, is suitable for the network and fully safety compliant. Between 1983 and 2003, 21 new vessels were introduced into service on the network. Most recently two new vessels were brought into service in 2003 serving the Mallaig-Armadale route in summer and the Sound of Harris routes. This in turn allowed redeployment of the Loch Bhrusda to provide the Sound of Barra service and the Lord of the Isles to enhance summer services provided from Oban. Unless specified otherwise, all existing vessels are routinely equipped to carry passengers and vehicular traffic. The table at Annex 3 sets out a description of the fleet (age, class and

capacity). As tenderers will note, car/passenger capacity can alter depending on the passenger certificate allocated to the vessel for a specific route and season.

3.4.17 Outline details of the vessels in the fleet and their proposed winter 2004/05 and summer 2005 deployment is also provided at [Annex 3](#). Tenderers will wish to note that winter deployment is more flexible to allow for overhaul.

3.4.18 New berthing infrastructure on the Small Isles became fully operational in April 2004. Shore berthing is now possible by MV Lochnevis at Eigg, Muck and Rum, and the previous practice of using flit boats to transfer passengers and freight to these islands is no longer required.

3.4.19 In addition tenderers should note that Ministers intend to make **two** Streakers (Saturn and one other) available to the tenderer for the Gourock Dunoon route (on an optional basis). If the Gourock Dunoon operator does not utilise these, they may be available for the main Clyde and Hebrides network if tenderers wish. However there should be no assumption that this will be the case.

3.5 Shore Infrastructure

Use of Piers and Harbours

3.5.1 The vessels are supported throughout the network by shore infrastructure adequate to deal with vessel operations, passenger handling and the loading, carriage and discharge of cars, freight, dangerous goods and livestock. The CHFS network operates from 48 ports consisting of a variety of piers, slipways, linkspans, car marshalling areas, passenger facilities and other buildings. The ports are owned and/or operated by a number of bodies, of which 24 of the terminals are the property of VesCo with the remainder in the ownership of local authorities, harbour trusts and Clydeport plc. [Annex 14](#) provides ownership details of the ports for the existing CHFS route network. [Annex 18](#) contains summary information and contact details for non-VesCo harbour authorities.

3.5.2 For all harbours, the successful tenderers will have responsibility for all shore side activities including (but not limited to) mooring, unmooring, marshalling, loading and unloading of passengers, vehicles, freight and livestock, operation of linkspans, provision of waiting rooms, as well as the manning of ticketing, reservations and other shore based facilities. **Technical submissions should include a clear statement confirming that the tenderer accepts this requirement and details setting out how the tenderer intends to provide this requirement at all network harbours.**

Non-VesCo Harbour Authorities

3.5.3 Some network piers and harbours are owned by others e.g. local authorities, Clydeport Operations Ltd or harbour trusts. It will be for tenderers to negotiate, with harbour authorities, the detailed arrangements for the use of ports, harbours and port assets. Tenderers will wish to note that there are various arrangements throughout the network for the operation of linkspans and other harbour facilities. Each tenderer will be given the same information from the harbour authorities but it is recognised that there may be differences about specific aspects for handling in relation to any particular vessels. The Executive has emphasised to all network harbour authorities that all tenderers should be treated equally and fairly. **As part of their technical submission, tenderers must set out in detail how they intend to provide**

the shore side requirements of the Approved Services. This will include the terms of proposed agreements with harbour authorities and how functions will be delineated. In particular they should address the issue of responsibility for mooring, marshalling, loading and unloading of passengers, vehicles, freight and livestock, and the manning of ticketing, reservations and other shore based facilities.

3.5.4 Tenderers will need to assess what is necessary in terms of staffing to provide shore services and to make appropriate arrangements to provide (as part of this tender) if necessary, in relation to CHFS services. It should be noted that the contractual provisions in relation to TUPE do not apply to staff of other harbour authorities except in certain cases where shore staff are currently provided by Caledonian MacBrayne (and subsequently OpsCo).

3.5.5 At Costed Bid stage, tenderers will be required to confirm the details of the financial arrangements proposed with harbour authorities.

VesCo Harbours

3.5.6 Piers, quays and harbour facilities **currently owned by CalMac** will become the property of VesCo and will be utilised by the successful tenderer on a commercial port/harbour fee basis which will be agreed directly with VesCo (harbour/berthing dues, etc.).

3.5.7 For ports and harbours owned by VesCo, the successful tenderer shall pay harbour dues and other relevant charges for utilisation of those harbours. Such charges will be offered on an equivalent basis to all tenderers. The successful tenderer will be responsible for all shore side activities as set out at **paragraph 3.5.2** above. **The Technical Submission should include a statement (Schedule 7) confirming that provisional arrangements are in place with VesCo for the use of the harbours for the operation of the CHFS services. The Technical Submission must set out in detail how the tenderer intends to provide the required shore based facilities at each harbour.**

3.5.8 Tenderers are reminded that they must bid as if TUPE applies. **Staffing assumptions for the contract period must be detailed in the technical submission which should also include a clear statement confirming that the staffing assumptions comply with the requirement to bid as if TUPE applies.** Tenderers should note that staff costs will be required to be clearly shown in the Costed Bid.

3.5.9 The successful tenderer shall also conclude a Harbour Management Agreement with VesCo in respect of certain harbour functions at VesCo-owned piers and harbours, in return for a set management fee (**see paragraphs 3.5.10 to 3.5.13 below**).

Harbour Management Agreement

3.5.10 Overall responsibility for the ownership of fixed assets, ports and terminal facilities, including capital expenditure, will rest with VesCo. However, the successful tenderer, through a Harbour Management Agreement with VesCo, will be required to carry out certain harbour management functions in return for an agreed fee. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts this requirement.**

3.5.11 Arrangements may vary slightly from harbour to harbour and tenderers will require to discuss them with VesCo. Tenderers will wish to note though that VesCo's responsibilities in

relation to harbours is intended to be narrow and focus on certain Harbour Authority functions and ownership of the assets (e.g. maintenance). Therefore the Harbour Management agreement will also be fairly narrow. The main harbour function in relation to day to day operation of harbours is firmly within the main tender and will be the responsibility of the successful tenderer.

3.5.12 Tenderers will wish to note that they will be treated equitably by VesCo and the Management fee (in respect of the Harbour Management Agreement described above) will be the same for all tenderers. The Management fee in respect of each harbour and in total should be shown in the bid and any adjustment which tenderers feel is necessary to deliver these functions should be identified separately within the bid.

Maintenance

3.5.13 Tenderers will wish to note that expenditure for maintenance and improvements of piers and harbours will be the responsibility of VesCo. In the case of the latter, development of shore infrastructure is linked to vessel procurement (a VesCo responsibility). However, the successful tenderer may be required to manage and/or commission some of this work under the terms of the Harbour Management Agreement. Detailed arrangements for maintenance, capital expenditure and revenue requirements in relation to VesCo harbours will be set out under the terms of the leases agreed with VesCo.

Associated Facilities

3.5.14 The successful tenderer shall ensure that, as a minimum, all shore facilities, waiting rooms, reservation offices, cafeterias, etc., are available to users at the times currently provided and that the extent of such facilities is maintained to at least the existing level. **Annex 17** sets out the current facilities. **The Technical Submission should include a statement confirming this and details setting out how the tenderer, if successful, would meet this requirement.**

3.5.15 VesCo will in future own all terminals currently owned by CalMac and most offices, etc. will be available for lease to tenderers. The successful tenderer is not required to lease VesCo owned ticket offices, etc. but must provide equivalent facilities. As already mentioned, tenderers will wish to note that the Gourock-Dunoon passenger route is being tendered separately. This may have implications for the availability of some offices and facilities at Gourock. It is likely that most of Caledonian MacBrayne's present headquarters at Gourock would be available for lease for the main Clyde and Hebrides tender. However, for example, the waiting room and passenger parking area may be needed by the successful tenderer for the Gourock-Dunoon route. Tenderers are responsible for discussing these issues with VesCo but there should be no presumption of availability of all facilities at Gourock.

3.5.16 Tenderers shall negotiate separately with the relevant local authorities, harbour trusts and Clyde Port in respect of their use of the various CHFS-related terminals not owned by VesCo.

3.5.17 Tenderers are encouraged to consider improvements and innovations in respect of passenger facilities (see **Annex 11**) e.g. baggage check-in and handling facilities at various ports, which we know some foot passengers would appreciate.

3.6 Provisions for Carriage

3.6.1 Tenderers must include, as part of their technical submission, detailed proposals setting out provisions for carriage of passengers, vehicles, freight, livestock and dangerous goods.

3.6.2 In determining which VesCo vessels might best serve particular routes, the successful tenderer will be required to ensure that the vessel selected is capable of providing the same service standard in respect of carriage of freight, livestock, etc. as is currently provided. This includes capacity, facilities and reliability of service as set out elsewhere in this document. It will be the successful tenderer's responsibility to ensure that the MCA approves the proposals for meeting this requirement and that all operational arrangements are in place to secure the safe delivery of this requirement.

Passengers and Vehicles

3.6.3 Passenger, bicycle and vehicle services must be provided as now to meet the current carrying patterns and to meet the successful tenderer's forecasted trends throughout the contract period. See below for further details in relation to passenger ship and shore facilities.

Freight

3.6.4 All of the current vehicle services provide for the carriage of freight.

3.6.5 In addition, there is a night freight service on the Ullapool-Stornoway route. There is no printed timetable, but the service operates 6 nights a week, departing Stornoway around 2330 and returning to the port at 0800 the following morning. The steaming time is generally 3.5 hours with an hour turnaround time in Ullapool. This is a flexible freight service which accepts dropped trailers. Bidders will wish to note that this can lead to increases in turnaround times. The timetable is usually adjusted in the run up to Christmas to accommodate the island salmon producers.

3.6.6 The carriage of freight must continue to be part of the services available. There are also loose freight services on some routes (see **Annexes 9 and 10**) and these should be continued. The successful tenderer is required to guarantee the carriage of freight including, by prior arrangement, livestock and dangerous goods. It is, however, for tenderers to determine the precise level of freight services that are to be made available. The Executive requires, however, that capacity to carry at least the levels provided by the existing operator plus reasonable estimates of growth should be available for freight, livestock and dangerous goods. Tenderers are encouraged to explore expansion of loose freight services where possible to assist small businesses on remote islands.

Livestock

3.6.7 On the CHFS network the majority of livestock are carried in purpose-built livestock lorries operated by specialist hauliers. Because livestock are carried in lorries which are part

of the normal ro-ro traffic, total figures for numbers of animals carried are not available. However, the annual number of sailings per route which carried livestock in 2002/03 and 2003/04 can be found in [Annex 5](#). More detailed information will be available to tenderers via the information room.

3.6.8 The services required for freight must continue to include sufficient appropriate capacity for the carriage of livestock. The services must be available all year round and be able to cope with seasonal peaks in late summer. The successful tenderer will be required to ensure that all appropriate regulations are complied with and we would draw tenderers' attention to the Welfare of Animals in Transit Order 1997. Livestock, and vehicles containing meat or fish products, should be separated from passengers and passenger vehicles as far as practical.

Dangerous Goods

3.6.9 By the nature of the geography of the Highlands & Islands, the CHFS network provides the only inward route for dangerous goods to the Islands. The successful tenderer will be expected to continue to provide services for the carriage of dangerous goods as part of the freight service requirement. [Annex 4](#) gives details of the quantity and type of dangerous goods carried on each route in 2002. The goods carried vary in type and degree of hazard. Some commodities (petrol, calor gas) are in steady demand with seasonal peaks for others (hay - spring; fertilisers - early summer). The successful tenderer will be expected to ensure that suitable arrangements can be made for carrying at least the classes of freight mentioned in [Annex 4](#). The carriage of such goods may be achieved by the use of existing vessels or through a contractual arrangement with another operator. In either case, the successful tenderer will be responsible for providing the prevailing level of service delivery in respect of products, frequency and destination.

3.6.10 It is the responsibility of the successful tenderer to make sure that the arrangements which are to be put in place for the carriage of dangerous goods meet the requirements of The Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 (as amended) and all other relevant legislation applicable to ships within UK Territorial waters. The Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997 made mandatory the International Maritime Organisation's (IMO) recommendations for shipping dangerous goods. Details of all substances classified as a dangerous good can be found in the International Maritime Dangerous Goods (IMDG) Code – the relevant current publication is ISBN No 92-801-5090-1.

3.6.11 Tenderers should be aware that the current pattern of services involves the carriage of dangerous goods under MCA exemptions, issued on acceptable equivalent arrangements for the safe carriage of these cargoes. It is likely that the current pattern of mixed services using ships with open car decks (rather than, for example, dedicated dangerous goods sailings) is the most effective means of securing economic services. However, while meeting all relevant current and future legislative requirements to convey livestock and dangerous goods safely, the successful tenderer will not be required to adopt the same configuration of conveyance strategies as described here if more efficient solutions can be found. It will be the successful tenderer's responsibility to ensure that all the services which currently carry livestock,

dangerous goods and general freight continue to possess this capability and capacity. Tenderers should be aware that where an exemption is required they should submit proposals to the MCA for consideration at an early stage.

3.7 Timetables

3.7.1 The frequency and timing of timetables for the network have evolved gradually and been shaped by historical operational conditions, annually agreed subsidy levels and ferry users' preferences.

3.7.2 The Executive recognises that specific timetable elements may require adjustment from time to time to meet the changing needs of users. In addition, service delivery may be improved, or level of subsidy reduced, by the introduction of some modifications to the existing timetables. However, Scottish Ministers consider that it is essential for this contract in particular, to ensure that current timetables should not be unduly modified in order that services are protected for users and that all stakeholders may gain experience of the new pattern of service delivery.

3.7.3 For this reason, the summer and winter timetables for the specified routes are to be delivered as seasonal minimum level of service and must not be varied without the approval of the Executive. Timetables are attached at **Annexes 6 and 7**.

3.7.4 The period for the summer timetable is to be observed throughout the contract. The summer timetable should apply for a **minimum of 28 continuous weeks**, and we expect that, to allow sufficient time for winter overhauls, it will be unlikely to exceed 30 weeks (although this is for the successful tenderer to consider). Within these parameters, the summer timetable will operate from the start of the majority of Scottish Easter school holidays or Good Friday of the Easter weekend, whichever is earlier, until the end of the majority of Scottish schools' half-term break in October (usually the third Saturday in October each year). The summer timetable will start on a Friday and end on a Saturday. The winter timetable will operate the remainder of the year, i.e. usually from the third Sunday in October until the last Thursday before Easter or the last day before the start of the majority of Easter school holidays, whichever is earlier.

3.7.5 Technical Submissions must contain a clear statement confirming that the timetables in Annexes 6 and 7 will form the seasonal minimum of service under the contract, and that the summer timetable will apply for a minimum of 28 consecutive weeks each year.

Provision Above the Minimum Level of Service

3.7.6 Tenderers are encouraged to develop the timetables, in terms of additional sailings, increased frequency of service and a longer operating day on certain routes. **Where tenderers propose provision above the minimum level of service this should be made clear in the Technical Submission.**

Approved Service Revisions

3.7.7 It should be noted that after an initial period of six months the successful tenderer may propose to the Executive alterations to the existing timetables providing consultation has been carried out with users in accordance with the arrangements below (**section 3.14**).

Tenderers will wish to note that there are sensitivities around Sunday sailings to and from certain communities. The Executive will expect the successful tenderer to take due account of such concerns in proposing any changes to the minimum standard. If considered appropriate, the Executive may approve these timetable changes by way of an "Approved Service Revision". The successful tenderer may make proposals for an Approved Service Revision after the first six months of the contract and thereafter at six-month intervals.

Unscheduled Special Events

3.7.8 In addition to the sailings specified in the relevant timetables, the successful tenderer will be required to respond to certain unscheduled special events, which temporarily create higher levels of demand on parts of the network. Examples of events which the successful tenderer must continue to cater for, as a prescribed minimum, are set out at **Annex 8**. **Technical Submissions must include plans outlining how the tenderer would meet these and any other unforeseen and unscheduled commitments which crop up from time to time.**

Emergency Services

3.7.9 The successful tenderer will be required co-operate with local Health, Fire and Police services and to provide emergency call outs if required. It will be for the successful tenderer to agree any terms and conditions with the relevant contracting party for any services. The successful tenderer shall provide these call-out services at a negotiated rate or in accordance with charters. **Annex 12** summarises the current emergency call-out arrangements. These services should be provided on a cost recovery basis in accordance with their lifeline nature. **Technical Submissions must include a clear statement (Schedule 7) confirming that the tenderer will co-operate with local Emergency Services and that call out services will be provided on a cost recovery basis.**

3.8 Fares Structure

3.8.1 The maximum net fares levels (i.e. excluding berthing and harbour dues) for the CHFS services will be set at the levels in the most recent timetables and fares adjusted by up to a maximum of CPI (Consumer Price Index) on an annual basis (see escalation arrangements below). **The maximum gross fare that may be charged will be the net fare plus the actual berthing and harbour due element charged by the relevant Harbour authorities. The Technical Submission must contain a clear statement (Schedule 7) confirming that fare levels will be so set.**

3.8.2 Tenderers should note that berthing and harbour dues are a matter for the relevant Harbour Authority and that Scottish Ministers have no locus to intervene¹. Therefore, adjustments to gross fares (including harbour dues) may be lower or higher than CPI. The current timetables include the amount of pier dues and the successful tenderer must ensure that fares will continue to be transparent to users in this regard. As set out at **paragraph 3.5.3** above it will be for tenderers to negotiate with Harbour Authorities for the use of the port facilities.

3.8.3 In the case of services running to and from harbours currently owned by CalMac

¹ Except where an appeal is made under the Harbours Act 1964 that dues are unreasonable.

(and in future owned by the VesCo) the fares shown in the existing timetables do not currently specify a berthing and harbour due element. This reflects the fact that, to date, CalMac has owned and operated these harbours itself. In future VesCo will require to charge the successful tenderer for berthing and harbour dues. Tenderers will require to establish harbour and berthing dues with VesCo in respect of their proposed services and to reflect the cost of these in their subsidy bid in order to **ensure equivalent gross fares for these routes** (adjusted by CPI) at the contract handover and up until the first annual review when the normal escalation arrangements in relation to net fares will apply. This is to ensure that fares to passengers do not rise as a result of the different funding flows. The same terms and conditions will be provided to all tenderers. VesCo will have responsibility for any future changes in the level of berthing and harbour dues at ports where it is the Harbour Authority. Fares for routes using VesCo ports will be subject to the same discipline after the contract handover as all other fares with any increases in harbour dues being transparent to users.

3.8.4 Details of validity rules and fares for each route are detailed in the timetables (see **Annexes 6 and 7**) and Table of Rates, Fares and Charges (see Annexes **9 and 10**).

3.8.5 The successful tenderer shall offer the range of fares options for passengers and vehicles as currently set out in timetables in relation to the following:

- Single/return
- Saver 5-day return
- 6/10 journey
- Day savers
- Savers fares on specified routes (see timetables at **Annexes 6 and 7** for details)

3.8.6 These vary slightly from route to route. Maximum fares based on the most recent summer and winter timetables are set out in **Annexes 6 and 7**. The successful tenderer shall honour all types of ticket (including annual and quarterly season tickets) sold by the current operator during the transition period.

3.8.7 The Technical Submission must include a clear statement (Schedule 7) confirming that, if successful, the tenderer will provide the full range of fares set out in the Table of Rates And Fares and will honour all types of ticket sold by the current operator during the transition period.

3.8.8 Tenderers will wish to note that the pricing plan and maximum tariffs at the beginning of the contract must be agreed with the Executive and published in line with the requirements set out at **paragraph 3.10.5** below (requirements for publishing timetables etc).

Escalation Arrangements

3.8.9 The prescribed fares may be adjusted annually on Good Friday during the contract period. The net portion of the fare (i.e. excluding berthing and harbour dues) may be increased to reflect movements in the CPI during the preceding 12 months. This will be the maximum increase allowed.

3.8.10 Fares proposals for the following year must be notified to Ministers at least three months before the operator's print date. Ministers' approval is required in all circumstances. The fare proposals should detail both the net and gross (detailing the berthing and harbour dues element separately) fares. In the event that Ministers wish to vary fares proposals then

this would constitute a material change (provided the successful tenderer's proposals for net fares increase do not amount to more than CPI on any route).

3.8.11 Fares must be published annually in November. As a minimum the fares should be set out in timetables, published on the successful tenderer's website and available on ships, in port offices and in waiting rooms.

3.8.12 Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts the requirements relating to fare increases and set out in detail how they intend to comply with the requirements.

Concessionary Fares

3.8.13 Annex 10 also sets out details of concessionary fares arrangements which the successful tenderer is required to offer under this contract. There are currently concessionary arrangements for:

- children
- former British Rail and Scottish Transport Group Employees
- CalMac staff (including retired employees)
- disabled people
- island residents

3.8.14 The successful tenderer will be required to continue the existing preferential tariffs for the specified users and **the Technical Submission (Schedule 7) should include a clear statement to this effect.**

3.8.15 In addition to the concessions referred to in paragraph 3.8.13, there are concessionary fares schemes funded by local authorities. Initiatives such as free local off-peak travel for elderly and disabled people and the National Blind Scheme are delivered through these schemes and the successful tenderer reimbursed by the local authority. Full details are available in the information room. **The Technical Submission should include a clear statement (Schedule 7) confirming that, if successful, the tenderer will continue these arrangements.** Tenderers should note that the Scottish Executive introduced measures to equalise age eligibility for concessionary travel at age 60 from April 2003.

3.8.16 The Executive is also committed to progressively introducing a scheme of national bus, rail and ferry concessionary travel for young people, initially for all in full time education or training, and the introduction of a national off-peak bus scheme for elderly and disabled people. (It should be noted that the existing free local off-peak travel for elderly and disabled people initiative currently extends to ferry travel in certain areas of the country and that the introduction of a national scheme may therefore have implications for ferry travel). The Executive's commitments to extend concessionary travel will not form part of the minimum standard at the outset. As the schemes are rolled out, this will be dealt with by a service revision under Change Mechanism procedures. **The successful tenderer will be required to participate in any concessionary travel scheme that the Scottish Executive implements and the Technical Submission (Schedule 7) should include a clear statement to this effect.**

Special Charging Arrangements

3.8.17 **Annexes 9 and 10** also detail special charging arrangements for:

- Residential Caravans
- Tracked Vehicles
- Bicycles
- Caravans
- Coaches
- Motor Cycle and Side Car/Tricycles
- Canoes
- Commercial Vehicles
- Unaccompanied Cars
- Dinghies
- Excess Luggage
- Hearses/Remains
- Ambulance
- Towed Horse Boxes
- Towed Vehicles
- Casualty Animals
- Motor Homes
- Left Luggage
- Hay and Straw
- Parcel and loose freight (Clyde area and Hebrides) and livestock rates (Hebrides)
- There is also a Traders Rebate Scheme based on volume and commitment to the route. This must be continued and be available to all hauliers. Full details of the Scheme are available in the information room.

3.8.18 The successful tenderer shall continue these special charging arrangements and parcel / freight / livestock rates. **The Technical Submission should include a clear statement (Schedule 7) confirming that, if successful, the tenderer accepts this requirement.** The successful tenderer may not raise fares above the maxima set for each fare type and each route except by prior agreement with the Executive through the escalation arrangements. The successful tenderer does, however, have the discretion to reduce net fares.

Provision Above the Minimum Level of Service

3.8.19 The regulation of net fares, as set out in this specification, does not extend to any additional routes or services that the successful tenderer may provide which are outwith the approved services for CHFS (i.e. the services listed at **Annex 1** and above).

3.8.20 This specification represents the minimum standard required. However, tenderers are encouraged to be responsive to ferry users and may wish to consider representations made, during consultation, by users in respect of fares (see **Annex 11**).

3.9 Brand and Marketing

3.9.1 The successful tenderer will be required to operate CHFS services under the brand name Caledonian MacBrayne and to use the Caledonian MacBrayne trademark, logo and livery on all VesCo vessels, marketing materials, websites, signposts, letterheads, etc. relating to, or serving, the CHFS network for the duration of the contract. The successful tenderer shall not use the CalMac trademark, logo livery or name for any purpose other than operating the CHFS network. Once the CHFS contract has expired, the successful tenderer will be required to cease using the brand (etc.) and return it fully to VesCo. **The Technical Submission should include a statement (Schedule 7) confirming that, if successful, the tenderer will comply with this requirement and confirming that licensing arrangements have been agreed with VesCo.**

3.9.2 With approval, the successful tenderer may be permitted to adopt a subtle endorsed branding strategy on ship and shore side facilities and marketing materials, thereby indicating that the VesCo vessels in service are being operated by the successful tenderer for the duration of the CHFS contract. **If tenderers wish to take this approach initial proposals should be detailed in the Technical Submission.**

3.9.3 The successful tenderer will be fully responsible for the cost of applying such endorsed branding at the commencement of the contract and the return of facilities and marketing literature to their original condition at the end of the contract. Where the successful tenderer brings his own vessels to provide services **over and above the prescribed** minimum approved services, or to provide temporary emergency fleet relief, these would not be required to sail under CalMac livery.

3.10 Ticketing, Information and Integrated Transport

Availability of Tickets and Information

3.10.1 The successful tenderer will be required to create one common timetable, ticketing and fares database for all routes so that all possible reservations, sales and credit card payments can be made from at least the same locations as are available now although this need not necessarily involve the use of existing offices (see Annex 13). Tenderers will wish to note that in addition to the availability of tickets at port offices, on vessels and on-line the current operator also has commercial arrangements in place with travel agencies in the UK and abroad.

3.10.2 The successful tenderer shall operate a central information and reservations phone system for the CHFS network for the duration of the Contract.

3.10.3 The successful tenderer shall maintain, for the duration of the contract, a detailed Internet website covering their operations on the CHFS network. The page must provide links to on-line information and reservation services, CHFS seasonal timetables, a help-desk facility and an early warning Notice Board to flag any disruptions and changes to services caused by bad weather etc.

3.10.4 The successful tenderer will be required to provide real time information to passengers (through the website, the central information system, on vessels and in port offices and waiting rooms) and to road and public transport information systems (e.g. Traveline) for travellers to and from the CHFS network.

Brochure and Timetables

3.10.5 The successful tenderer shall produce and market a brochure covering all CHFS routes. Following consultation with users, the successful tenderer will be required to publish summer and winter timetables annually. These should be published no later than November for the following summer and July for the winter. If changes are being proposed i.e. if the successful tenderer is seeking an "Approved Service Revision" then plans must be submitted (along with details of consultation on these) to the Executive no later than three months before the successful tenderer's copy date.

3.10.6 The brochure must advertise timetables and booking information for all CHFS routes. For the convenience of users, the brochure must also include, as a minimum, timetables for other ferry services provided by local authorities and private operators in the Clyde and Hebrides. No charge should be made to other operators for this. Competing services do not have to be advertised. The successful tenderer is also expected to work closely with local tourist boards and to co-operate as far as possible to meet timescales and participate in local initiatives. In particular the successful tenderer should permit other operators or other organisations to advertise CHFS timetables.

3.10.7 In line with the Scottish Executive commitment to meet integrated transport objectives, the successful tenderer is required, when publishing or advertising their CHFS timetable, to supply additional timetable information for connecting public transport services (for example, bus and rail services).

Other Transport Operators

3.10.8 The successful tenderer is expected to work closely with and build partnerships with rail and local bus operators and other ferry operators to achieve integrated timetables. The successful tenderer should meet with the rail and bus operators periodically. In the event services are delayed the successful tenderer should liaise with rail and bus operators to agree contingency arrangements. Tenderers are generally encouraged to work with other transport providers in relation to integrated ticketing initiatives. The contract will require the successful tenderer to participate fully in any integrated ticketing initiatives which are judged by the Scottish Ministers to benefit the public. We do not expect the ongoing administrative costs of participation to be significant and we would therefore expect the successful tenderer to meet those costs which it directly incurs. Reasonable start up/capital costs associated with participation will be met by the Executive.

3.10.9 The successful tenderer is also expected to work closely with the operator of the Gourock-Dunoon ferry service (currently operated by Caledonian MacBrayne and being tendered separately) to facilitate integrated services and to participate in marketing initiatives in respect of the Clyde and Hebrides.

Traveline and Transport Direct

3.10.10 Traveline is a UK national, impartial and multi-modal public transport information system. It provides a telephone and internet enquiry service providing timetable and journey planning information. It aims to allow the traveller to make informed choices and encourages public transport. Traveline provides information about journey itineraries, routes, service numbers, timetables and pre-planned alterations to most public transport modes. The successful tenderer will be required to join Traveline Scotland² and collaborate fully in the Traveline initiative. The successful tenderer shall also include the Traveline contact details on all timetable literature and advertising. The design and use of its marketing material is provided free to participating transport operators.

3.10.11 In the longer term, it is intended that Transport Direct will build on the Traveline service provision. Transport Direct aims to provide the traveller with all the information they need before and during a journey anywhere in the UK and with the ability to buy the associated ticket. It will ultimately cover travel by all modes i.e. air, car, train, taxi, tram, tube, bus, coach, ferry, bicycle, foot and, most importantly, combinations of these modes. The successful tenderer will also be required to participate fully in Transport Direct as it is developed.

3.10.12 This is a minimum requirement. The Executive expects that the successful tenderer will provide ferry services which, to the best extent possible, fit with the Executive's wider integrated transport policies. For example, it is hoped that the successful tenderer will encourage intermodal transfer, wherever possible, at the mainland and on the islands and remote peninsulas in line with the Executive's transport philosophy. Tenderers should consider ways of promoting improved public transport linkages both within the CHFS network and between the ferries and other modes of public transport in the Clyde & Hebrides.

3.10.13 Tenderers will note that the performance regime allows, as relief events, for delays in services in order to facilitate integrated transport.

3.10.14 The Technical Submission should include a clear statement (Schedule 7) confirming that, if successful, the tenderer will comply with the requirements of this section and the Bid should include detailed proposals setting out how the tenderer would meet the requirements of this section.

3.11 Disabled People

3.11.1 The successful tenderer will be required to have regard to the legislative framework and obligations in relation to disabled people and to consider the needs of disabled travellers³. This will include consideration of the needs of visually and hearing impaired people. The successful tenderer will also be required to have regard to the *Minimum Standards for Staff Assisting Disabled People* and *Value for Anyone, Value for Everyone* – both published by the Mobility and Access Committee for Scotland (MACS). The successful tenderer will be required to put in place a service level agreement for disabled passengers, and to set out in the Users' Charter future plans for improvements. **Tenderers must include, as part of their technical submission, a clear statement (Schedule 7) confirming that in providing the**

² This comprises formally joining the Traveline company by becoming a £1 shareholder and paying the pro-rata cost of call centre costs for handling enquiries i.e. relevant customers' usage.

³ Disability Discrimination Act 1995 and Human Rights Act 1998

services they will consider the needs of disabled travellers, and detailed proposals setting out how they intend to satisfy this requirement.

3.11.2 The successful tenderer must take into account the needs of disabled people when providing information, timetables and booking reservation systems and in allowing time for intermodal transfer where timetable variations are being proposed.

3.11.3 Tenderers will wish to note that currently during short crossings (30 minutes or less) disabled people are usually allowed to stay in their vehicles, where all vehicles are stowed on an open deck, in accordance with provisions agreed between the current operator and the MCA (see Marine Guidance Note (MGN) 19 paragraph 3.1.4). Where this is safe this practice should continue. This does not affect the ship-master's freedom, in the interests of safety, to require all passengers to remain inside or get out of, their vehicles.

3.11.4 For those passengers with visual impairment, the successful tenderer is encouraged to comply with the guidance on travel issued by the Guide Dogs for the Blind Association.

3.11.5 The current operator meets regularly with the Mobility and Access Committee for Scotland (MACS) and the successful tenderer will be expected to continue this practice.

3.12 Network-wide Products

3.12.1 Tenderers must consider the provision of network-wide initiatives i.e.:

- Island Hopscotch (tickets)
- Rover (tickets)

3.12.2 These are marketing initiatives to facilitate tourism throughout the Clyde and Hebrides and are described at **Annexes 6 and 7**. The precise format will not form part of the minimum standard, since tenderers may be able to bring forward innovative ideas and improve on the current arrangements. However, the Executive will require the successful tenderer, as part of the prescribed minimum standard, to make available comparable products to foster tourism, which is a key issue for the economic wellbeing of the Highlands and Islands. **The Technical Submission should include details of the comparable products which the Tender would make available.**

3.13 Language

3.13.1 The successful tenderer shall ensure that crews are able to communicate with passengers and each other in English (the principal language of the passengers carried) to meet the requirements of the International Safety Management (ISM) Code and of STCW 95 (Standards of Training, Watchkeeping and Certification Convention and Code 1995). The successful tenderer shall particularly ensure that crew and shore staff who deal directly with users of the services are proficient in English. **The Technical Submission should include clear statements confirming that the tenderer will, if successful, comply with these requirements and set out how the tenderer would propose to fulfil these requirements.**

3.13.2 VesCo vessels are UK registered and it follows that the working language of the ships is English. It is confirmed that the present crew fulfil this requirement.

3.13.3 While Scottish Ministers do not prescribe proficiency in Gaelic in respect of crews or

shore staff employed to operate the CHFS network, tenderers' initiatives to enhance and promote the language, culture, enterprise and tourist facilities available throughout the Highlands & Islands would be welcomed. It is the Executive's view that some provision for competent Gaelic speakers on the Hebridean routes especially would be welcomed. **Technical Submissions should include tenderer's consideration of this issue.**

3.13.4 The Executive wishes tenderers to consider whether there are benefits attached to ensuring a number of sea-going or shore-based jobs for competent Gaelic speakers for the purposes of dealing effectively with CHFS customers as well as acting as a source of local expertise on the area's geography, culture, history and tourist information. It is suggested that, as a minimum, the successful tenderer could ensure that there is at least one Gaelic speaking crew member on the relevant routes. **Technical Submissions should include tenderer's consideration of this issue.**

3.13.5 The successful tenderer shall retain the bi-lingual (Gaelic and English) taped "Welcome" announcements currently provided on seven CHFS routes serving the Hebrides. These routes are listed in **Annex 19**. In addition, the successful tenderer shall provide bilingual (Gaelic and English) literature and signage in passenger areas of vessels serving the routes specified in **Annex 19** and shall continue the current practice of displaying ships names in both Gaelic and English. **The Technical Submission should include clear statements (Schedule 7) confirming that the tenderer will, if successful, comply with these requirements.**

3.14 Consultation with Users

3.14.1 The contract award will be conditional upon terms which require regular consultation with user groups and stakeholders. The Executive must be satisfied that suitable arrangements will be put in place for full and fair consultation and will expect relevant local authorities, ferry user groups and representatives of key Clyde-based and Highland & Island agencies to be among the bodies consulted. See further details below.

3.14.2 The successful tenderer shall consult with ferry users on seasonal timetables and other issues which have a direct impact on ferry services to particular communities. The successful tenderer shall engage in this process through the formal consultation channels described below. Consultation on timetables must fit in with the requirements for publishing and for seeking approval from Ministers for changes to the Approved Services. **Technical Submissions should include a clear statement (Schedule 7) that the tenderer will, if successful, comply with the Executive's requirements in relation to consultation with users.**

Current arrangements

3.14.3 At present the Caledonian MacBrayne Users Committee (CMUC) is the statutory body set up to represent customers' interests. The CMUC has the same membership as the Rail Passengers' Committee for Scotland and reports directly to the Minister. In addition there are three Shipping Services Advisory Committees within the CHFS area, covering Clyde and Hebrides ferry services.

3.14.4 Following a review of the consultative arrangements new arrangements have been announced and these will be in place by contract handover. A new two-tier structure will address the need for effective consultative mechanisms covering all ferry services provided under the Executive's powers, separating strategic issues from local service delivery. A new Scottish Ferry Committee (SFC) with a wide-ranging membership will consider strategic interests. New and separate Shipping Services Advisory Committees for Orkney and Shetland will consider relevant local ferry issues. The 3 existing Shipping Services Advisory Committees (covering the Clyde, the Hebridean Isles North and Hebridean Isles South) will continue to consider local Clyde and Hebridean Isles ferry issues. The Rail Passengers Committee (Scotland) will cease to consider ferry matters, in effect ceasing the role of the Caledonian MacBrayne Users' Committee (CMUC).

3.14.5 The 5 SSACs will consider local ferry operational issues and investigate local users' complaints about service delivery issues, as presently dealt with by the CMUC. Ministers value the contribution that local community organisations, such as island ferry committees, can make in expressing the views of local businesses and residents and the SSACs will be expected to consult them and take their views into account. The new-style SSACs and the SFC will come into operation in 2005. The SFC will concentrate on strategic issues such as route configurations and fares structures, comments to Ministers on research projects, route development issues and consider strategic or unresolved complaints referred to it by SSACs. Ministers would consider any customer complaints unresolved at SFC level. Membership of the SSACs will continue to reflect local users and interested parties. Membership of the SFC will include representation from the SSACs, local authorities in areas served by ferry services supported by Scottish Ministers, national bodies with an interest in ferry operations and representatives of other users. Ministers intend that there should be reasonable balance between the varying interests, such as business and community representations and those with specialist knowledge.

3.14.6 The successful tenderer is required to:

- take into account comments by the 3 SSAC relevant to this contract
- act reasonably in reaching decisions in relation to the right balance of provision between different interests and areas of the network, and
- provide adequate explanation for the successful tenderer's actions to the SSACs where comment or clarification has been requested

3.14.7 The Executive requires that the successful tenderer meets the SSAC in each area at least twice per year and that minutes of the meetings are provided to Scottish Ministers. The agenda for these meetings must cover local/regional service issues and port specific matters. Examples are timetabling for winter/summer services, on-board services and facilities at terminals. The Executive will set out in an operational letter to the successful tenderer key criteria for how the successful tenderer will enter into the consultative process. **Technical submissions should include a clear statement (Schedule 7) confirming that the tenderer accepts the requirements in relation to consultation with users.**

3.14.8 The successful tenderer shall meet these consultative requirements as a minimum but is invited to consider how this on-going consultation with ferry users might be improved for the contract period.

3.15 Performance Regime and Users' Charter

3.15.1 The performance regime will monitor the reliability and punctuality of the services. Monitoring will normally be on a rolling four-week basis to enable any problems to be picked up and dealt with early (although cancellations must be notified immediately). The regime uses a mix of reduction in subsidy and, for more serious defaults, the dispute resolution procedure, which may result in termination of contract. It should be noted that the regime provides for cancellations and delays due to relief events such as poor weather conditions. It also allows for “knock on” effects of a delayed sailing due to relief events on other sailings. This ensures that safety should never be compromised to avoid penalties. **Annex 20** sets out the detail of the regime and **Annex 21** sets out the relief events which will be acceptable to the Executive.

3.15.2 Monthly performance figures must be made publicly available by the successful tenderer and displayed in port offices, on board vessels and on the website. **The Technical Submission should include a clear statement (Schedule 7) confirming that, if successful, the tenderer will comply with this requirement and setting out how this requirement would be fulfilled.** The successful tenderer shall also be subject to audit by the Executive (or the Executive's appointed auditors) and this may include spot checks.

3.15.3 **The Technical Submission should include a draft Users Charter** devised by the tenderer. It should cover issues such as on-board facilities, cleanliness, staff conduct, services for disabled people and the way in which complaints are to be dealt with. The successful tenderer will be expected to publish the Users Charter and to abide by the standards which it sets. The Charter will be subject to the approval of the Executive.

3.15.4 Tenderers will wish to note that the SSACs deal with local complaints. The Scottish Ferry Committee will have a role as conciliator in the event that complaints cannot be resolved between the ferry users and the successful tenderer. It can make recommendations to the successful tenderer.

3.16 Monitoring of Operations

3.16.1 The Executive will monitor the successful tenderer's performance against the requirements of the specification and the successful tenderer's other obligations under the contract. The Executive will conduct whatever audits it feels are required. **The Technical Submission should contain a clear statement confirming that, if successful, the tenderer will co-operate in these arrangements and provide accurate auditable information to the Executive.** This will enable such audits to be carried out to the Executive's required standards.

3.17 Information Required from the Successful Tenderer over the Course of the Six Year Contract

3.17.1 The successful tenderer will be required to provide regular detailed information about the operation of the services. This information is required for internal audit purposes, to comply with EU rules relating to the Transparency Directive, Cabotage Regulations, etc., to inform Parliament, and to inform the Executive and other tenderers in the next competition. The information requirements are set out at **Annexes 20 and 23**. **The Technical Submission should include a clear statement (Schedule 7) confirming that the tenderer, if successful,**

would comply with the information requirements and set out how the tenderer would ensure accurate, reliable and timeous information provision. Tenderers should also note that, if successful, they would also be required to comply with any other legislative requirements for information.

3.18 Safety

3.18.1 The safety of passengers and crew must not be compromised or diluted. Accordingly, it is a requirement that the CHFS services are managed and operated in a manner that consistently provides the highest standards of safety. The successful tenderer shall, therefore, ensure compliance with all applicable International Conventions, EU Council Directives and Regulations, and National Regulations and ensure that relevant industry codes, guidance and standards are fully taken into account. In particular, the successful tenderer shall comply with all Merchant Shipping Legislation enforced by the MCA, and shall ensure that the vessels to be used on the CHFS network, and all matters concerning their operation, comply with relevant UK and EU legislation for passenger Ro-Ro ships (EU(B), Class IIA, and Classes III to VIA as appropriate). Both ships and the successful tenderer must comply with the requirements of the ISM Code rather than the Domestic Small Passenger Ship Code. **The Technical Submission must include a clear statement confirming that, if successful, the tenderer would meet the requirements of this paragraph and setting out how the tenderer would achieve this.**

3.18.2 The Executive requires tenderers to demonstrate how they will meet all relevant safety requirements for vessel specification and operations, and in relation to crew and passenger safety on board.

3.18.3 In carrying out all duties relating to shore side activities, the successful tenderer shall comply with all relevant rules and regulations, including Health and Safety Regulations and the Port Marine Safety Code as applicable. **The Technical Submission must include a clear statement confirming that, if successful, the tenderer would meet the requirements of this paragraph and setting out how the tenderer would achieve this.**

3.18.4 In the event that the contract is terminated or there is a breakdown in the contract, all Ship Safety Management Systems and safety documentation relating to CHFS services must be made available to VesCo in order that the Operator of Last Resort function can be triggered quickly and in line with MCA requirements. **The Technical Submission must contain a clear statement confirming that this information will be provided should it be required. Tenderers will wish to note that, if successful, procedures will be put in place to ensure that VesCo detailed knowledge of the operator's systems is updated as necessary.**

3.19 Environmental Protection

3.19.1 The CHFS network is in an area of outstanding natural beauty, and wildlife, fish farming and tourism are important to local communities. **Accordingly the Technical Submission should set out how the Safety and Environmental Protection policy will recognise and take into account this environmental sensitivity.**

3.19.2 In order to protect the environment, the successful tenderer will be expected to develop the objectives of their Safety Management Systems, as required by the ISM Code, in consideration of the unique and special environmental factors that exist in and around the

vessels' trading areas. **The Technical Submission should set out how the tenderer, if successful, would do this.**

3.19.3 VesCo will have regard to environmental issues in relation to its harbour management agreement and vessel leasing arrangements.

3.20 Contract Handover/Implementation Plan

3.20.1 **The Technical Submission should include detailed proposals setting out how the tenderer would approach contract handover.** This should include an implementation plan and a timetable with key milestones. Tenderers should note that the agreed implementation plan will form part of the subsidy contract and that failure to complete implementation to a satisfactory standard may result in a breach of contract.

3.20.2 The Executive will have the right to monitor the successful tenderer's progress on service implementation against the agreed implementation plan. The successful tenderer will be required to provide monthly reports to the Executive and attend progress meetings as required during the period between contract award and service commencement. Where progress on implementation falls behind the requirements of the plan the successful tenderer will be required to produce proposals for rectifying this and to immediately take such action as may be required to address the problem.

3.20.3 Tenderers will wish to note that the current operator will cooperate fully with all reasonable requests during the handover/implementation period.

3.20.4 The successful tenderer will be required to cooperate fully with all reasonable requests if and when another operator is appointed to take over the CHFS services (e.g. for the next subsidy contract). Full details are set out in the terms and conditions.

SCHEDULE 4

INVITATION TO TENDER

CLYDE & HEBRIDES FERRY SERVICES

CONTENT OF TECHNICAL SUBMISSION

4.1 General

4.1.1 The Technical Submission should include, for each aspect of the service specification:

- a detailed description of the tenderer’s understanding of the service requirement as set out in this document, and
- a comprehensive description of how the tenderer proposes to provide the service in line with the specification set out in this document

4.1.2 Tenderers will wish to be aware that the evaluation will be based solely on the content of the Technical Bid, any follow up clarification and any audit of the tenderers current operations. Evaluators will not, therefore, be able to assume knowledge on the part of the tenderer. Tenderers should therefore consider the level of detail they include in the Technical Bid as regards how they would intend to operate the services.

4.1.3 Tenderers must address all aspects of the service specification. Where an issue arises more than once in the Bid documents it may be sufficient to refer the evaluators to a single part of the document (e.g. safety is a key issue and will need to be addressed for a number of different circumstances).

4.1.4 As a minimum the Technical Submission should address the following issues:

4.2 Completion of Schedules

4.2.1 The following Schedules must be completed and returned with the Technical Bid:

- Schedule 5 (Form of Tender to Scottish Executive)
- Schedule 6 (Declaration that the Tender is a Bona Fide Competitive Tender)
- Schedule 7 (Statement confirming that, if successful, the tenderer will comply fully with the requirements of the Service Specification)

4.3 Contract Terms and Conditions

4.3.1 The Bid must include:

- a clear statement confirming that the tenderer accept all the terms and conditions as provided (as set out in **Schedule 7**), and
- a note of any terms or conditions which the tenderer would wish to propose a change to setting out proposed alternative wording and detailing the expected advantages and disadvantages of the revised wording for the tenderer, the Executive and users. Tenderers should note that there is no obligation on the Executive to accept any proposed changes and that if a change is accepted the revised wording will be offered to all tenderers. Tenderers will also wish to note that any bid which rejects the terms and conditions will be deemed non-compliant.

4.4 Contracts with VesCo

4.4.1 The Bid must include a clear statement confirming that provisional agreements are in place with VesCo for harbour management, vessel leasing and brand licensing

4.5 Pensions

4.5.1 The Bid should include full details of the proposed pension scheme.

4.6 TUPE/Transfer of Staff

4.6.1 Detailed staffing arrangements should be set out in sections of the Bid relevant to the operation of the services. However, the Bid should also include a summary statement of that information. This summary should set out clearly:

- what (if any) changes to staffing arrangements the bidder proposes
- numbers and grades of existing staff who will remain in current posts
- numbers and grades of existing staff who will be moved to other posts within the organisation
- numbers and grades of any existing staff whom the tenderer, if successful, would make redundant, and
- any other relevant staffing issues including a summary of any proposed changes to terms and conditions

4.6.2 All current staff should be accounted for.

4.7 Confidential Information

4.7.1 Each tenderer should flag up any sensitive or confidential information contained in the Bid. Tenderers will wish to note the Executive policy on Freedom of Information (see **Schedule 2, paragraph 2.4.30 and 2.4.31**).

4.8 Financial Structure

4.8.1 Tenderers must set out satisfactory proposals showing how the subsidy would be accounted for in a transparent and auditable fashion. Further, a system must be detailed which will ensure that there is no cross-subsidisation between the CHFS routes and any other ferry route or any other activities. Tenderers may wish to consider whether it might be appropriate to set up a separate special purpose company to provide the services to ensure that there is adequate transparency. Details of charging arrangements in respect of services provided by other parts of the special purpose company's Group must also be provided.

4.9 Changes in Circumstances

4.9.1 If there are any changes in circumstances since the submission of the Pre-Qualification Questionnaire (PQQ) these must be detailed. Failure to do so may result in the bid being rejected. Relevant changes include (but are not limited to):

- a change in the ownership of the tenderer or parent company
- a change in current business activities of the tenderer or parent company
- safety incidents/investigations etc

4.10 Branding

4.10.1 Tenderers should set out any proposals for an endorsed brand strategy.

4.11 Mission Statement/Goals and Objectives

4.11.1 The Technical Submission should include a copy of the tenderer's Mission Statement in relation to both the CHFS services and the tenderer. It should be a clear statement of the tenderer's goals and objectives, which should be achievable and consistent with the Executive's requirements.

4.12 SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis

4.12.1 Tenderers should provide a SWOT analysis. It should include a list of perceived internal Strengths and Weaknesses of the tenderer's organisation, together with the external Opportunities and Threats which the tenderer's organisation expects to face during the term of the contract. The SWOT analysis should be realistic and complete. It should feed into the formulation of the business strategy, risk assessment and implementation plan.

4.12.2 The Executive will use the SWOT analysis to assist in determining each tenderer's understanding of the CHFS services, social and commercial environment, together with other influences which impinge on the efficient and safe operation of the CHFS.

4.13 Risk Assessment

4.13.1 The Technical Submission should include a preliminary risk assessment which:

- identifies all significant risks associated with the handover period and implementation of the contract; and significant risks related to the operation of the services. This should include any changes the tenderer intends to make
- makes a preliminary assessment of those risks and sets out how the tenderer intends to address those risks

4.13.2 The Submission should provide details of the scope of the preliminary risk assessment.

4.13.3 The successful tenderer will be required to carry out a full risk assessment within 6 months of signing the contract. The Technical Submission should also include details of the scope and programme for the full risk assessment, clearly identifying the risks associated with the main contract term and identifying the personnel who will carry out the assessment. Where named individuals are identified to carry out the full risk assessment tenderers should include their CVs. A detailed person specification for the work should also be included. Where the tenderer is unable to name specific individuals a detailed person specification (including qualifications and experience) for the work will be sufficient. All tenderers should note that, if successful, their proposals for the full risk assessment will form part of the subsidy contract. In addition, the successful tenderer will be required to ensure that any personnel who are appointed to carry out the risk assessment must meet the requirements of the detailed person specification.

4.14 Business Plan/Business Strategy

4.14.1 The Technical Submission should include a detailed business plan which sets out a clear strategy for the length of the contract and the handover period preceding it. Key points to note:

- the business strategy should be realistic and demonstrate how the tenderer aims to achieve his goals and objectives
- tenderers must provide details of projected carryings for each of the 6 years of the contract and an explanation of how the tenderer arrived at the projections
- the Plan should not, at this time, detail costs but it should include issues where cost is relevant (e.g. proposals for managing major costs such as fuel or staffing)
- this section should also include a Contextual Statement which should include details of:
 - market factors
 - political factors
 - economic factors
 - technical factors
 - social factors

4.15 Implementation Plan

4.15.1 A fully detailed implementation plan including a timescale must be provided. This will be subject to final agreement with the Executive.

4.15.2 The Executive places great importance on the implementation phase of this contract. The possibility of a change of operator as a consequence of this tender exercise could increase the potential for disruption to services and for operational incidents and accidents. Tenderers should, therefore, demonstrate that they have fully considered all the operational, safety, commercial, managerial and industrial relations issues involved with the transition from the present arrangements to a competitively-awarded contract.

4.15.3 The implementation plan must address all the key issues, and include a detailed timetable (with estimated dates for the achievement of key milestones) for their achievements within the period from contract award to contract commencement. As a minimum, the Implementation Plan should address the following issues:

- achievement of relevant safety certification
- specifying details of service timetable during the transition
- handling of any crewing implications/changes
- negotiating with sea-going and shore-based staff/unions where changes in terms and conditions are envisaged
- establishing transitional arrangements for bookings
- setting up a shore management and manning structure
- identifying the training needs of sea-going and shore-based staff and producing a training plan to ensure appropriate training is offered timeously
- vessel building/ conversion programme where new build or conversion work is being undertaken
- achievement of appropriate Flag status where change of flag is required in respect of vessels being introduced. Where the vessel proposed is currently under a non EEA Flag, and she is to be re-flagged, written confirmation must be provided from the authorities of the EEA Flag state to which she is to be moved, confirming that she will be acceptable.
- vessel trials and trial berthings
- consultation with user groups
- consultation with local authorities
- consultation with outgoing operator (this issue does not, of course, need to be addressed in the OpsCo bid)
- details of contingency plans to deal with possible delays in the completion of any shore infrastructure development or alteration which may be required

4.15.4 During the handover period the Executive expects the successful tenderer to work closely with the current operator (does not apply if contract is awarded to OpsCo).

4.15.5 The Executive will have the right to monitor the successful tenderer's progress on service implementation against the agreed implementation plan and the successful tenderer will be required to provide, as a minimum (this may be increased at the Executive's

discretion), monthly reports to the Executive on implementation progress during the period between contract award and service commencement. The Executive will have the right to be represented at meetings of the Project Implementation Team and the Executive will have the right to be represented at meetings with the outgoing operator (does not apply if OpsCo is successful in its bid) and with other key interests including the MCA, network Harbour Authorities and VesCo. Where progress on implementation falls behind the requirements of the plan the Executive will have the right to require the successful tenderer to produce proposals to rectify any difficulties and to require the successful tenderer to take whatever action is deemed necessary by the Executive to address the problem. Tenderers should be aware that failure to meet the requirements of the implementation plan may result in termination of the contract

4.15.6 The handover procedure will be agreed with the successful tenderer taking into account the agreed implementation plan. Tenderers should include proposals in relation to the handover procedure in their Technical submission.

4.16 Marketing Plan

4.16.1 Tenderers must provide an outline Marketing Plan which sets out a clear strategy for the length of the contract and the handover period preceding it. The Plan should deal with the development of the network and outline projected traffic levels for the duration of the contract. It is expected that tenderers will consult with local interests when considering the marketing issues associated with the development of the CHFS. The marketing plan should include:

- a description of the market for all traffic types
- opportunities identified to maximise revenues from all traffic (in line with the fares maxima) and a proposed plan of action for pursuing these opportunities
- opportunities identified to minimise costs and a proposed plan of action for pursuing these opportunities
- potential risks that have been identified and proposed action for mitigating these.
- assumptions made of market share and forecasts of all traffic over the proposed period of the contract including traffic growth assumptions on a route by route basis
- detailed proposals for onboard and shore merchandising

4.16.2 The Executive looks to tenderers to propose imaginative schemes to boost the tourism market. In addition, the Executive expects tenderers to consider in their Technical Submission ways of maximising opportunities for establishing connections with other public transport providers.

4.17 Operational Management Plan

4.17.1 Tenderers must provide a clear and comprehensive Operational Management Plan for the service. As a minimum, the Operational Management Plan should cover the following issues:

- Key Staff

- Arrangements for Staff
- Vessels to be used, their Deployment and Relief Arrangements
- Management and Operation of Ports, Harbours and Shore Facilities
- Safety Plan
- Integrated Transport, Ticketing and Information
- Price Structures and Tariffs
- Provision of Carriage
- Timetables
- Insurance
- Quality
- Monitoring and Audit
- Performance Regime and Users' Charter
- Disabled People/Accessibility of Services
- Language
- Environmental Protection

Key Staff

4.17.2 Where individuals are identified for particular roles their names and CVs should be included. Where the company intend to recruit new senior staff to fill key roles if their tender is successful this should be made clear. For all roles a detailed job description and person specification (including experience and qualifications) should be provided. Tenderers will wish to note that the job descriptions and detailed person specifications for each role will be part of the contract terms. Failure to appoint suitable individuals to key roles may result in termination of the contract. Key roles for which person specifications must be provided are:

- Managing Director/Chief Executive
- Operations Manager/Director
- Technical Manager
- The Designated Person Ashore
- H.R. Manager/Director
- Health and Safety Manager/Director
- Person responsible for Company response in the event of accidents, etc if not listed above

Arrangements for Staff

4.17.3 The Operational Management Plan should include:

- structure diagram showing lines of responsibility within a blended structure and the way in which CalMac OpsCo personnel would be absorbed
- details of the tenderers approach to crewing in relation to the CHFS services
- details of training policies for the development of seagoing and shore staff on the CHFS services. Tenderers should note that proposals will be required to adequately provide for the continuing and long term requirements of the services.
- details of policy on retention and how the tenderer would avoid high staff turnover. Tenderers will wish to note that the proposals must ensure that there will be sufficient numbers of appropriately trained staff available at the end of the

contract to ensure the continuation of the services into the next contract. Together with policies on training, there should be long term planning to ensure that there will be sufficient numbers of appropriately trained staff available for the continuation of the services well into the future.

- industrial relations and other related policies - for example on Fairness at Work. The successful tenderer will be expected to work in partnership with the relevant unions. The operator's human resource management policy should be set out and demonstrate a commitment to foster constructive relationships and a partnership approach in line with the Executive's objectives.
- details of approach to crewing including the proposed employment arrangements.
- either a statement (**Schedule 7**) that the tenderer is content to continue CalMac's current policies in relation to staff (as set out in the Staff Handbook, Disciplinary policy, Dignity at Work policy, Drugs and Alcohol policy and Equal opportunities policy) or a copy of the policy/policies which the tenderer intends to negotiate with the staff. If the latter the Submission should set out how the tenderer intends to approach the negotiation.
- detailed explanation of any proposed changes to the terms and conditions of existing staff. If tenderers propose such changes they should set out in the technical submission how they would achieve this whilst meeting the minimum standards set out in this specification. In particular, tenderers will wish to consider negotiations with the unions representing the CalMac workforce and relations with staff.

Vessels to be used, their Deployment and Relief Arrangements

4.17.4 The Operational Management Plan should include details of the fleet to be used and a detailed deployment plan for the 6 years of the contract. The proposed fleet and its deployment must be capable of meeting the timetables, special events and emergencies, the projected carryings (which must be realistic) and be workable within existing shore infrastructure. The extent and scope of services on board vessels must be maintained.

4.17.5 Full details for the structure of the fleet (both at contract handover and during the course of the contract) and the deployment of the various vessels within it must be provided. The Technical Submission must include:

- proposed arrangements for leasing from VesCo, i.e. vessel numbers and names. All VesCo vessels will generally be considered fit for purpose and satisfy Executive requirements on safety and seaworthiness. However, not all VesCo vessels are suitable for all network routes and this issue must be taken into account in considering deployment and relief arrangements. Confirmation will be required from VesCo that it is satisfied with proposals for maintenance and insurance.
- proposed arrangements and circumstances (if applicable) under which the tenderer intends to use non-VesCo vessels to provide the Approved Services. Tenderers will wish to note that non-VesCo vessels may only be used if all VesCo vessels are to be leased. Sufficient detail must be provided about any non-VesCo vessels

to enable the evaluation team to assess their suitability. The following information is required:

- name and previous names
- when and where built
- flag, port of registry
- General Arrangement Drawing
- service speed and consumption, carrying capacity and class
- copy of pax certificate (if appropriate)
- copy of loadline certificate
- copy of Port state inspection record covering previous 2 years of operation
- where vessel is to be purchased the bidder must provide a copy of the Memorandum of Agreement between the tenderer and the vessel's present owner and clear evidence of availability
- where the vessel is to be chartered the bidder must provide a copy of the charter party and a written statement from the vessel's current owner on availability
- where the vessel is to be built the bidder must provide design details and outline build programme. Tenderers will wish to note that where a vessel is being built, the building process will form part of the implementation plan and the Executive will have the right to monitor the newbuilding process through meetings with the successful tenderer and visits to the shipyard.

A non-VesCo vessel will only be approved if it is suitable for the network (specifically any routes which it is intended to be used on) and must be available for the duration of the contract (unless other acceptable arrangements are made). In the latter case, for example, it would be acceptable for the bidder to propose the replacement of a vessel during the course of the contract. The proposed replacement vessel will also have to satisfy the requirements set out in this section.

Tenderers will wish to note that all proposed non-VesCo vessels will be subject to physical inspection before being approved. Details of where this can be done should be provided.

- Fleet Deployment Plan which shows:
 - deployment of vessels for both summer and winter timetables. Where regular vessel deployment changes on particular days or sailings this must be specified
 - fleet relief arrangements on a route by route, vessel by vessel basis. The fleet relief arrangements must be sufficient to ensure that the performance requirements of the contract are met, should take account of both planned and unplanned requirements, and should take account of historical requirements for relief on the network. Tenderers must make commitments to response time and detail any constraints/service restrictions. The contingency plans should consider arrangements in the

event of harbours being closed due to adverse weather conditions and/or vessels prove unserviceable for a period of 2 or more days.

- detailed crewing proposals including:
 - crew configurations and numbers per sailing, noting seasonal variations
 - crew/passenger ratios and passenger certificate numbers throughout the year
 - shift patterns to be adopted

Where tenderers propose changes to current practice these should be detailed with an explanation setting out how the tenderer intends to bring the change about and provide satisfactory evidence that this will not adversely affect safety and performance. Tenderers will wish to consider what negotiations might be required with the trade unions representing the existing workforce.

All current staff should be accounted for in the proposals.

Management and Operation of Ports and Harbours and Shore Facilities

4.17.6 The Technical Submission should set out how the tenderer will carry out responsibilities in relation to all activities associated with the day to day vessel/port interface (including mooring, ship securement, unmooring, marshalling, loading and unloading of passengers, vehicles, freight and livestock, along with the manning of ticketing, reservations and other shore based activities).

4.17.7 The Technical Submission must include:

- proposed arrangements with VesCo for management of VesCo harbours. Confirmation will be required from VesCo that it is satisfied with the tenderer's proposals
- proposed arrangements with VesCo for the use of VesCo harbours
- proposed arrangements (if appropriate) with VesCo for lease of shore facilities
- proposed arrangements with non-VesCo harbour authorities for use of harbours and shore facilities
- summary of shore facilities that it is proposed will be available for passengers' use

4.17.8 Tenderers must set out, for each network harbour:

- manpower requirements. The Submission should include the manning structure for each harbour showing the number and grade of personnel required. Where this is different from existing provision this should be flagged up with an explanation of why the provision is different and appropriate evidence that this will not adversely effect safety/quality of service. All current staff should be accounted for. The plan should include details of minimum training standards to be maintained and how this will be achieved.
- detailed explanation of how the tenderer will manage operational requirements.

This will include compliance with legislative and regulatory Requirements (in particular Health and Safety Regulations and the Port Marine Safety Code).

- details of on shore facilities for passengers and other users.

Safety Plan

4.17.9 The Technical Submission must include a comprehensive safety plan covering all aspects of the operations. The plan should address all major issues concerned with the prevention of accidents and the minimising of their effect, and contingency arrangements in the event of a major incident.

4.17.10 Job descriptions and person specifications (including experience and qualifications) must be provided for the key officers responsible for Health and Safety i.e. the Health and Safety Officer and the Director responsible for Health and Safety. Tenderers may also wish to name individuals who will take up these roles. Tenderers will wish to note that the job descriptions and detailed person specifications for each role will be a part of contract terms. Failure to appoint suitable individuals to key roles may result in termination of the contract.

4.17.11 The Tenderer should also detail how he intends to comply with all applicable International Conventions, EU Council Directives and Regulations, and National Regulations and to ensure that relevant industry codes, guidance and standards are fully taken into account.

Integrated Transport, Ticketing and Information

4.17.12 The Technical Submission should include detailed proposals for the following:

- common timetable, ticketing and fares database
- operation of a central information and reservations phone system
- operation of internet site covering operations of CHFS network
- provision of real time information to passengers and road and public transport information systems (e.g. Traveline)
- production and marketing of a brochure to cover all CHFS routes and bi-annual publication of timetables
- co-operation with local tourist boards/local initiatives
- co-operation with rail and bus operators
- co-operation with the successful tenderer for the Gourock-Dunoon route

Price Structure and Tariffs

4.17.13 Tenderers must either:

- state clearly that they are content with the existing tariff structure (as set out in the Table of Rates and Charges); or
- provide details of changes they wish to make.

4.17.14 The successful tenderer will have the commercial discretion to offer discounted rates over and above those specified. Details of special packages or discounts to be applied over and above those prescribed should be included (along with revenue estimates at costed bid stage). Any proposed changes must comply with Ministers' policy to protect net fares.

4.17.15 The Technical Submission should also address requirements for the provision of network wide initiatives to facilitate tourism in the CHFS area. Tenderers' should detail proposals for products comparable to the current operator's Island Hopscotch and Rover.

Provision of Carriage

4.17.16 The Technical Submission should include detailed proposals setting out how the tenderer intends to provide for the carriage of passengers, freight, livestock and hazardous goods. The proposals must include provision for:

- passengers, bicycles and vehicles
- freight (including the overnight freight service on the Ullapool-Stornoway route)
- livestock
- hazardous goods
- special or unscheduled events
- Emergency Services

Timetables

4.17.17 The Technical Submission should include a clear statement (Schedule 7) that the tenderer will comply with the existing summer and winter timetables.

Insurance

4.17.18 The Technical Submission must set out clearly how the tenderer intends to address the insurance requirements of providing the CHFS services. Detailed proposals on the following are required:

- the arrangements to be put in place for third party liability insurance in respect of their performance of the Contract including the operation of vessels.
- the arrangements in place for the vessels they propose and for their own operation. These will consist of:
 - the name of the P&I association with which the vessel is entered along with a copy of the certificate of entry
 - hull and machinery insurance will be for VesCo
 - identity of the underwriters with whom third party risk is placed along with details of the extent of cover
- details of any other insurances required by the Executive or VesCo

Quality

4.17.19 Tenderers shall provide, as part of the Technical Submission, the following information:

- Quality Assurance Manager and the Director who will be responsible for Quality Assurance. Where individuals are identified for particular roles their names and CVs should be included. Where tenderers intend to recruit new staff (if their tender is successful) this should be made clear. For both roles a detailed job description and person specification (including experience and qualifications) should be provided. Tenderers will wish to note that the job descriptions and detailed person specifications for each role will be a part of the contract terms. Failure to appoint suitable individuals to key roles may result in termination of the contract.
- the Executive will need to be satisfied that appropriate quality accreditation measures will be in place. Tenderers provided details of current quality accreditation at PQQ stage. This information is not required again unless there have been changes to the accreditation held by a tenderer. Where an operator intends to provide the services itself no further evidence is required. However, where it is intended that a new company will be/has been established for the purposes of providing the services (and there is no current quality accreditation which was deemed acceptable at PQQ stage by the Executive) tenderers must set out proposals for gaining appropriate accreditation. This will include details of the planned accreditation, milestones and target dates for compliance. In the case of joint ventures where partners have differing quality accreditation, an explanation should be provided as to how the quality management system will be administered and where the specific areas of responsibility will lie.
- tenderers must submit a Quality Plan. This should outline details of how the Quality System will be administered and encompass the entire Q.A. system. Outline details of key service standards, including quantifiable targets, should be given. In no circumstances, however, should these targets be viewed as a reason to take action that in any way jeopardises the safety of the vessel, its crew or passengers. If available, tenderers should submit a copy of the Document of Compliance plus the key manual which describes the Q.A. system.

Monitoring and Audit

4.17.20 The Technical Submission should set out tenderers' proposals for the collation and provision of information required in **Annexes 20 and 23**. The proposals should include detail about how the quality of information will be audited by the tenderer.

Performance Regime and Users' Charter

4.17.21 Key minimum standards relating to reliability and punctuality are set out at **Annex 20**. Tenderers are required to set out how they will collate, audit and publish the information.

4.17.22 In addition to the requirements relating to reliability and punctuality standards the successful tenderer will be required to put in place a Users' Charter. This will be subject to agreement with the Executive and should include provisions relating to:

- conduct of staff

- cleanliness of public areas on vessels
- customer satisfaction with on-board facilities
- customer satisfaction with on-shore facilities
- customer satisfaction with freight and livestock service
- services for disabled people

The following proposals must also be submitted:-

- proposals for monitoring key service standards on a day to day basis and reporting performance to the Executive on a four-weekly basis
- proposals for monitoring and assessing customer satisfaction with services for Users' charter and for handling complaints
- proposals for the complaints procedure which the successful tenderer will implement, with target timescales for the resolution of issues
- proposals for establishing a regular consultation process with ferry users to meet the requirements set out in Schedule 3
- proposals for how the company would make key service standards and information on performance against targets publicly available

Disabled People/Accessibility of Services

4.17.23 The Technical Submission should include the tenderer's proposals for dealing with accessibility issues. In particular, the Submission should address the following issues:

- how the tenderer, if successful, would take into account and comply with the Disability Discrimination Act. This will include accessibility to all aspects of the service including vessels, piers, ticketing and reservations, information provision etc.
- how the tenderer, if successful, would develop a service level agreement for disabled passengers
- what proposals for future improvements the tenderer would intend to include in the Users' Charter
- confirm that where it is safe disabled people will continue to be allowed to remain in their vehicles during short crossings and where the vehicles are stowed on an open deck
- consideration of the guidance on travel issued by the Guide Dogs for the Blind Association

Language

4.17.24 The Technical Submission should include proposals setting out:

- how the tenderer would ensure that the MCA requirements relating to language will be met (i.e. ISM Code and STWC 95 in relation to the ability to communicate with passengers and to each other)
- how the tenderer will ensure that the crew and shore staff who deal directly with users will be proficient in English

- the tenderer’s consideration of whether there are benefits attached to ensuring a number of sea-going or shore based jobs for competent Gaelic speakers

4.17.25 Tenderers are encouraged to consider initiatives to enhance and promote the culture, language, enterprise and tourism facilities in the Highlands and Islands.

Environmental Protection

4.17.26 The Routes served by the CHFS Network are situated in an area of outstanding natural beauty. Accordingly, the successful tenderer's Safety and Environmental Protection policy must recognise and take into account this environmental sensitivity.

4.17.27 In order to protect the environment, the successful tenderer shall develop the objectives of their Safety Management Systems, as required by the ISM Code, in consideration of the unique and special environmental factors that exist in and around the vessels' trading areas. Tenderers should set out what steps they would take, if successful, to develop the SMS in this way.

4.17.28 Tenderers must also provide full details of their policy in relation to environmental protection and should describe any particular steps they will take to preserve the route environment.

SCHEDULE 5

INVITATION TO TENDER

CLYDE AND HEBRIDES FERRY SERVICES

FORM OF TENDER TO THE SCOTTISH EXECUTIVE

(* DELETE AS APPROPRIATE)

*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by the Scottish Ministers, to provide the services in the Service Specification in accordance with the Schedules, at the prices entered in the Pricing Schedule and in accordance with the terms and conditions of the subsidy contract contained in this set of documents.

*I/We the undersigned undertake to submit a tender in accordance with the following documents:

Notices and Instructions (Schedule 2);
Service Specification (Schedule 3);
Content of the Technical Submission (Schedule 4);
Form of Tender to the Scottish Executive (Schedule 5);
Declaration that the Tender is a Bona Fide Competitive Tender (Schedule 6);
Statement of Understanding of Key Requirements of the Service Specification (Schedule 7).

*I/We agree to abide by this tender from 3 p.m. on XX XXXXXXXX 200X the date fixed for receiving tenders, until the Award of Contract.

*I/We understand that the Scottish Ministers are not bound to accept the lowest or any tender and shall not be bound to use the successful tenderer as a sole supplier.

*I/We understand that the service provision will commence on XX XXXXXXXX 2006.

Signature:

Name: (BLOCK CAPITALS)

Designation:

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer	<input type="text"/>
Nature of Firm	<input type="text"/>
Address	<input type="text"/>
Telephone No	<input type="text"/> INCLUDE AREA CODE
Date	<input type="text"/>

It must be clearly shown whether the tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.

DRAFT

SCCHEDULE 6

INVITATION TO TENDER

CLYDE AND HEBRIDES FERRY SERVICES

DECLARATION THAT TENDER IS A BONA FIDE COMPETITIVE TENDER

Tender for: CLYDE AND HEBRIDES FERRY SERVICES

Returnable by: 3 p.m. XXXXX XX XXXXX 200X

The essence of selective tendering is that the Scottish Ministers shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- a. communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium insurance quotations required for the preparation of the tender;
- b. enter into any agreement with any other person whereby he will refrain from tendering or as to the amount of any tender to be submitted;
- c. offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word "person" includes any individual, partnership, association, or body either corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signature:

Date:

Name:

BLOCK CAPITALS

Position in
Company:

Signed for and
on behalf of:

Name
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Postcode

DRAFT

SCHEDULE 7

INVITATION TO TENDER

CLYDE AND HEBRIDES FERRY SERVICES

STATEMENT OF UNDERSTANDING OF KEY REQUIREMENTS OF THE SERVICE SPECIFICATION

This Schedule will list the key statements (referred to in **Schedule 3**) which bidders will be required to make.

LIST OF ROUTES TO BE SERVED¹

1. Tarbert (Loch Fyne)-Portavadie
2. Tarbert (Loch Fyne)-Lochranza (winter only) ²
3. Wemyss Bay-Rothesay
4. Colintraive-Rhubodach
5. Ardrossan-Brodick
6. Claonaig-Lochranza (summer only)³
7. Largs-Cumbræ Slip
8. Tayinloan-Gigha
9. Oban-Colonsay
10. Kennacraig-Port Askaig-Colonsay-Oban (summer only)
11. Kennacraig-Port Ellen/Port Askaig
12. Oban-Craignure
13. Lochaline-Fishnish
14. Fionnphort-Iona
15. Tobermory-Kilchoan
16. Oban-Lismore
17. Oban-Coll-Tiree
18. Sconser-Raasay
19. Mallaig-Armadale
20. Mallaig -Small Isles
21. Oban-Castlebay-Lochboisdale
22. Barra-Eriskay (Sound of Barra)
23. Uig-Lochmaddy
24. Berneray-Leverburgh (Sound of Harris)
25. Uig-Tarbert (Harris)
26. Uig-Tarbert-Lochmaddy (winter only)⁴
27. Ullapool-Stornoway
28. Oban-Tiree-Castlebay⁵

¹ This list follows the order of the CalMac timetable.

² This service operates only when Claonaig-Lochranza does not, i.e. for the majority of the winter timetable

³ This service also extends to the first week of the winter timetable. After that point the Tarbert-Lochranza service operates for the remainder of the winter timetable.

⁴ In winter some services are direct between Uig and Tarbert or Lochmaddy, and other go via both Outer Isles ports.

⁵ During the summer timetable this sailing takes place each Thursday, departing Oban at 0900 and arriving back at 2200.

BRIEF DESCRIPTION OF ROUTES, INCLUDING ANNUALISED CARRYING STATISTICS

(For more details on summer/winter timetables for each route please refer to Annexes 6 and 7)

Each service described below is an Approved Service and part of the minimum standard required of the Operator. The descriptions refer to the winter 2004/05 and summer 2005 timetables.

1. TARBERT (LOCH FYNE) / PORTAVADIE

This service operates across Loch Fyne between Tarbert on the Kintyre peninsula and Portavadie on the Cowal peninsula. The distance between the two ports is 3 nautical miles and the crossing takes 25 minutes. MV *Isle of Cumbrae* usually serves the route in the summer, and MV *Loch Riddon* in the winter.

In summer there are a maximum of 12 scheduled return sailings per day (this decreases on a Sunday and outside the peak summer months). For the first week of the winter timetable, there are 10 scheduled return sailings per day (9 on a Sunday). After this the Tarbert/Lochranza service commences, which interrupts the Tarbert/Portavadie service since it is served by the same vessel. Therefore for the majority of the winter timetable there are 7 scheduled return sailings per day (6 on a Sunday).

Carrying statistics for the Tarbert/Portavadie route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	37991	14447	355	13
2000/01	37848	15051	429	25
2001/02	42353	15729	320	10
2002/03	40717	15577	355	10
2003/04	50286	17819	294	18

2. TARBERT (LOCH FYNE) / LOCHRANZA (Winter only)

This service operates from Tarbert on the Kintyre peninsula to Lochranza on the northwest corner of the Isle of Arran. The distance between the two ports is 11 nautical miles and the crossing takes 1 hour 25 minutes. This route shares the Tarbert/Portavadie vessel, which is usually the MV *Loch Riddon*.

The service operates in winter only, from when the Claonaig-Lochranza service ends, normally one week into the winter timetable period. It is particularly used for the carriage of dangerous goods to and from Arran, since the main Arran service between Brodick and Ardrossan is served by a closed vessel that cannot normally carry dangerous goods. Tenderers will wish to note that when dangerous goods are required to be carried on the

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Tarbert-Lochranza service passenger capacity will be limited. There is one scheduled return sailing per day, leaving Tarbert at 12.15 and arriving back at 15.10.

Carrying statistics for the Tarbert/Lochranza route, winter only, for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CV's)	Coaches
1999/2000	49000	15517	355	95
2000/01	46830	14560	388	112
2001/02	52981	16231	435	110
2002/03	51235	15804	289	114
2003/04	54115	16809	293	141

3. WEMYSS BAY/ROTHESAY

This service operates between Wemyss Bay, situated on the south-west corner of the Inverclyde coastline, and Rothesay on the Isle of Bute. The distance between the two ports is 6.2 nautical miles and the crossing takes 35 minutes. The route is served by two of three vessels, MV *Juno*, *Jupiter*, or *Saturn*.

The number of sailings per day varies, with 17 scheduled return sailings Monday to Thursday in summer, increasing to 18 on a Friday and on Saturdays in the peak summer months, and decreasing to 14 on Sundays. In the winter timetable there are 17 scheduled return sailings Monday to Friday, decreasing to 15 on a Saturday and 12 on a Sunday. The first ship departs Rothesay at 06.30 on week days, and the last ship normally departs Wemyss Bay at 19.45, although there are later services in the summer timetable on a Friday and Saturday.

Carrying statistics for the Wemyss Bay/Rothesay route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	673983	120173	9694	1381
2000/01	690059	127483	11194	1469
2001/02	703297	136837	12377	1386
2002/03	720787	142192	12504	1314
2003/04	782122	150171	12100	1331

4. COLINTRAIVE/RHUBODACH

This service operates across the Kyle of Bute between Colintraiive, situated on the Cowal Peninsula, and Rhubodach on the Isle of Bute. The distance between the two ports is 0.2 nautical miles and the crossing takes 5 minutes. MV *Loch Dunvegan* usually serves this route.

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The service operates on a scheduled and demand basis from 05.30 until 21.00 in the summer timetable, and until 20.00 during winter timetable.

Carrying statistics for the Colintraive/Rhubodach route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles(CVs)	Coaches
1999/2000	254673	87514	8210	2958
2000/01	248842	87761	8505	2951
2001/02	287626	96491	9835	3474
2002/03	270279	89800	9330	3698
2003/04	271823	93404	9390	3547

5. ARDROSSAN/BRODICK

This service operates between Ardrossan, situated on the Ayrshire coast, and Brodick on the Isle of Arran. The distance between the two ports is 11.7 nautical miles and the crossing takes 55 minutes. MV *Caledonian Isles* usually serves the route.

There are 4 scheduled return sailings each day during the winter timetable and 4 to 6 return sailings each day in the summer timetable. During the summer timetable the first sailing leaves Ardrossan at 07.00 (except Sundays) and the last sailing leaves Brodick at 19.20 (21.40 on a Friday). In winter the first sailing leaves Brodick at 08.20 (except Sundays) and the last sailing leaves Ardrossan at 18.00. There a number of variations in the winter timetable.

Carrying statistics for the Ardrossan/Brodick route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	626702	97958	10262	1095
2000/01	623181	101290	10029	1106
2001/02	647901	111382	9300	934
2002/03	662650	118548	9167	1086
2003/04	709669	123263	9375	1101

6. CLAONAIG/LOCHRANZA (Summer only)

This seasonal service runs during the summer timetable and for the first week of the winter timetable, finishing in late October. It operates between Claonaig, situated on the Kintyre peninsula and Lochranza on the northwest corner of the Isle of Arran. The distance between Claonaig and Lochranza is 3.85 nautical miles and the crossing takes 30 minutes. MV *Loch Tarbert* usually serves the route.

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Until late September, there are 9 scheduled week day return sailings with 8 scheduled return sailings on Sunday. The first week day sailing departs Lochranza at 08.15 and the last ship departs Claonaig at 19.00. Then until mid-October there are 8 week day return sailings and 7 return sailings on a Sunday, with the last ship departing Claonaig at 17.50, and for the last week that the service operates, a Sunday service of 7 return sailings per day operates every day.

Carrying statistics for the Claonaig/Lochranza route, summer only, for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	49000	15517	355	95
2000/01	46830	14560	388	112
2001/02	52981	16231	435	110
2002/03	51235	15804	289	114
2003/04	54115	16809	293	141

7. LARGS/CUMBRAE SLIP

This service operates between Largs, situated on the Cunninghame coast, and Cumbrae slip on the northeast corner of Great Cumbrae Island.

The distance between Largs and Cumbrae Slip is 1.1 nautical miles and the crossing takes 10 minutes. During the summer, MV *Loch Alainn* and MV *Loch Riddon* usually serve this route, whilst only one (MV *Loch Alainn*) operates this route in winter.

During the winter timetable there are 16 scheduled return sailings per day Monday to Saturday, with two additional late sailings on Friday and one on Saturday. There are 13 return sailings on a Sunday during the winter timetable. During the summer timetable this increases to 25 return sailings Monday to Saturday and 20 sailings on a Sunday in early and late season, and then to 45 return sailings Monday to Saturday and 39 return sailings on a Sunday. There are two additional late sailings on a Friday throughout the winter timetable (i.e. one return sailing) which are funded by Strathclyde Passenger Transport Authority (on behalf of North Ayrshire Council). SPT also funds (on behalf of North Ayrshire Council Education Department) the fares for school children on the 08.30 sailing from Cumbrae and the 15.45 sailing from Largs during school terms.

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Carrying statistics for the Largs/Cumbrae slip service for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	628653	112462	3532	749
2000/01	627117	113739	3296	664
2001/02	655671	122254	3807	716
2002/03	666186	126615	4067	854
2003/04	709788	133696	6157	563

8. TAYINLOAN / GIGHA

This service operates between Tayinloan, on the Kintyre peninsula, and the island of Gigha, situated between Islay and Kintyre. The distance between the two ports is 2.5 nautical miles and the crossing takes 20 minutes. MV *Lochranza* usually serves the route.

In the summer timetable there are 10 scheduled return sailings per day Monday to Saturday. On Sundays there are 6 return sailings. In the winter timetable there are 8 scheduled return sailings per day Monday to Saturday. On Sundays there are 3 return sailings.

Carrying statistics for the Tayinloan/Gigha route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	42465	9604	1447	41
2000/01	47041	10852	2010	33
2001/02	47280	11259	1802	23
2002/03	46851	10138	1844	49
2003/04	54285	11693	1810	52

9. OBAN/COLONSAY

This service operates between Oban and the island of Colonsay, lying between Islay to the south and Mull to the north.

The distance between the two ports is 32 nautical miles and it is timetabled to take 2 hours and 20 minutes. During summer this route is usually served by MV *Clansman*, MV *Lord of the Isles* and MV *Isle of Mull*. In winter it is usually served by MV *Isle of Mull*.

In the summer timetable there are 5 scheduled return sailings per week, leaving Oban on a Sunday, Monday, Wednesday, Thursday and Friday. These all return to Oban the same day except on a Monday, where the return sailing is on Tuesday morning. Sailing times vary widely, from departures from Colonsay at 07.50 to arrivals at Oban of 22.30. The Wednesday sailing also goes to Port Askaig – see entry 10 below.

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During the winter timetable there are 3 return sailings per week, on a Monday, Wednesday and Friday, leaving Oban at 10.00 or 12.00 and returning to Oban at 15.20 or 17.00.

Carrying statistics for the Oban/Colonsay route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	13029	2740	230	3
2000/01	15712	2905	215	1
2001/02	14328	3030	229	1
2002/03	15819	3172	349	5
2003/04	16826	4248	362	8

10. KENNACRAIG/PORT ASKAIG/COLONSAY/OBAN (Summer only)

This seasonal route is situated between Kennacraig, on the Kintyre peninsula, Port Askaig on Islay, the island of Colonsay, which lies directly north of Islay and south of Mull, and Oban. The route is served every Wednesday between April and October.

Some tourists use this as a 'Day Cruise' as it takes in several islands on the trip. The route is made up of 2 complementary loops by the vessels serving Islay and Colonsay, with the Islay vessel, going from Kennacraig - Islay - Colonsay - Kennacraig, and the Colonsay vessel going from Oban - Colonsay - Islay - Colonsay - Oban. It facilitates day trips from one island to the other. From late May to late September, an additional sailing operates on a Wednesday from Kennacraig-Islay-Colonsay-Oban although this service is subject to withdrawal at short notice if the vessel is required to provide relief cover elsewhere in the network. The Islay vessel is usually MV *Hebridean Isles* or, during deployment, MV *Isle of Arran* and the Colonsay vessel is usually the MV *Lord of the Isles*.

Carrying statistics for the route (including all legs of the journey) for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	14019	3708	486	23
2000/01	13875	3592	403	13
2001/02	13975	3747	531	23
2002/03	18286	4939	681	17
2003/04	13872	3406	543	17

11. KENNACRAIG / PORT ELLEN / PORT ASKAIG

This service runs between Kennacraig, on the Kintyre peninsula, and Port Ellen on the south of the Isle of Islay and Port Askaig on the north east of Islay.

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The distance between Kennacraig and Port Ellen is 30 nautical miles and the crossing takes 2 hours 20 minutes. The distance from Kennacraig to Port Askaig is 25 nautical miles and the crossing takes 2 hours 5 minutes. MV *Hebridean Isles* usually serves the route, and in summer 2003 and 2004, additional sailings were provided using the relief vessel, MV *Isle of Arran*. Tenderers will wish to note that these sailings do form part of the minimum specification, with the caveat, which is published in the timetable, that should the relief vessel be required these sailings could be withdrawn at short notice.

During the summer timetable there are between 2 and 3 return sailings on the route each day, increasing to 3 to 4 return sailings on days when the additional sailings are being offered. In the winter timetable there is usually one return sailing to each port on week days, with an additional sailing to Port Ellen on Wednesday and back to Kennacraig on Thursday, and on Sundays there is usually one return sailing to Port Ellen.

Carrying statistics for the Kennacraig/Islay route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	119809	38627	6552	155
2000/01	120472	39505	6693	162
2001/02	121605	40344	6865	183
2002/03	124952	41318	6959	154
2003/04	141340	46398	7504	176

12. OBAN/CRAIGNURE

This service runs between Oban and Craignure, on the south-east corner of the Isle of Mull. The distance between the two ports is 7.6 nautical miles and the crossing takes 45 minutes. MV *Isle of Mull* usually serves the route.

During the summer timetables, there are 6 return sailings per day on most days, although this varies slightly on particular days and on different dates. During the winter timetable there are a minimum of 3 and a maximum of 5 return sailings per day during the winter timetable. The vessel serving this route usually serves Colonsay as well during the winter timetable and hence there are fewer services on days when there is a sailing to Colonsay.

Carrying statistics for the Oban/Craignure route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	557844	93151	6699	2169
2000/01	541019	91511	6741	2184
2001/02	561697	95674	7045	2519
2002/03	558251	99889	6624	2423
2003/04	624898	110199	6550	2601

13. LOCHALINE/FISHNISH

This route operates between Lochaline, on the Morvern coast, and Fishnish on the east coast of the Island of Mull.

The distance between the two ports is 2 nautical miles and the crossing takes 15 minutes. MV *Loch Fyne* usually serves the route.

During the summer timetable there are a maximum of 14 return sailings Monday to Saturday (13 in October) and 9 return sailings on a Sunday. During the winter timetable there are 10 return sailings on a Monday, 9 on every other weekday (unless the 0700 sailing is pre-booked by 1600 the previous working day) and the service does not operate on a Sunday. There are some detailed variations in the timetable.

Carrying statistics for the Lochaline/Fishnish route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	103378	38435	2038	368
2000/01	100022	36142	1853	332
2001/02	101562	37464	1912	342
2002/03	103879	38958	1916	275
2003/04	117489	44268	1836	304

14. FIONNPHORT/IONA

This service is situated between Fionnphort, on the south-west corner of Mull and Iona. The distance between the ports is 0.8 nautical miles and the sailing time is 5 minutes. MV *Loch Buie* usually serves the route.

During the summer timetable, there are 4 scheduled return sailings during the morning, and 5 scheduled return sailings between 16.00 and the last sailing at 18.15, departing Fionnphort. Between these periods, a shuttle service operates in response to demand. There is also an early morning sailing on Mondays in the school term or if reserved on Mondays and, at a slightly later time, on Tuesdays to Saturdays. During the winter timetable there are usually 7 return sailings per day Monday to Saturday, with the additional early sailings Monday to Saturday if reserved. For the first two Sundays of the winter timetable there are 4 return sailings, with an additional service if reserved. On other Sundays in the winter timetable there are 3 services per day which operate only if reserved.

Tenderers will wish to note that cars, commercial vehicles and coaches are restricted on Iona and require a permit from the island.

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Carrying statistics for the Fionnphort/Iona route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	257705	4764	623	0
2000/01	246923	4822	671	0
2001/02	247949	4866	840	0
2002/03	243219	4719	811	2
2003/04	252881	4879	769	2

15. TOBERMORY / KILCHOAN

This route operates between Tobermory (Mull's largest town), on the north-west of the island of Mull and, and Kilchoan, located on the Ardnamurchan peninsula. The distance between the ports is 4.5 nautical miles and the crossing takes 35 minutes. In summer the route is usually served by MV *Loch Linnhe*, and in winter by MV *Raasay*.

During the summer timetable there are 7 return sailings per day between Monday and Saturday. The service only operates on a Sunday in June, July and August, when there are 5 return sailings per day. During the winter timetable there are 3 return sailings per day, Monday to Friday, 2 return sailings per day on Saturdays and no service on a Sunday.

2003/04 was the first year that CalMac operated the winter service on this route and the first time that it has been a vehicle service. Previously CalMac only operated the summer service, and a community group operated the service in winter on a passenger-only basis.

Carrying statistics for the CalMac service for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	24455	3817	28	13
2000/01	23312	3690	8	0
2001/02	26278	4100	25	1
2002/03	27999	4291	35	1
2003/04	38979	5818	37	5

16. OBAN/LISMORE

This service operates between Oban and the island of Lismore, situated in Loch Linnhe between Morvern and Lorn. The distance between the two ports is 6.25 nautical miles and the crossing takes 50 minutes. MV *Eigg* usually serves the route.

The summer and winter timetables are the same with 2 or 3 return sailings, Monday to Saturday. There are no services on a Sunday in either summer or winter.

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Carrying statistics for the Oban/Lismore route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	12213	1368	589	3
2000/01	12260	1267	643	0
2001/02	11335	1588	442	8
2002/03	11757	1634	450	8
2003/04	12534	1820	536	1

17. OBAN/COLL/TIREE

This service operates between Oban and the Inner Hebridean islands of Coll and Tiree, situated between Mull and the Outer Hebrides. The distance between the ports is 40 nautical miles to Coll and 51 nautical miles to Tiree, and the distance between the two island ports is 12 nautical miles. The direct sailing time to Coll is 2 hours 45 minutes or 2 hours 40 minutes depending on the vessel in service. The direct sailing time between Oban and Tiree is 3 hours 40 minutes with a 1 hour sailing time between Coll and Tiree. The route is usually served by the MV *Lord of the Isles*.

During the summer timetable there is a return sailing to Coll and/or Tiree every day of the week. The Thursday sailing to and from Tiree is the service between Oban and Castlebay which stops at Tiree en route. Most sailings stop at Coll on the way to Tiree and then again on the return from Oban. During the winter timetable there are 3 return sailings per week on Tuesday, Thursday and Saturday, each departing Oban at 06.45 and stopping at Coll on the outward and return service, returning to Oban at 15.05.

Carrying statistics for the Oban/Coll/Tiree route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	35114	9178	1607	10
2000/01	36180	9393	1820	11
2001/02	39171	10296	1769	38
2002/03	39013	10922	1617	30
2003/04	43151	11471	1459	31

18. SCONSER/RAASAY

This route operates between Sconser, on the east of the Isle of Skye and the Isle of Raasay, which lies between Skye and the northwest highlands. The distance between the two ports is 1.9 nautical miles and the sailing takes 15 minutes. MV *Loch Striven* usually serves the route.

During the summer timetable there are 9 scheduled return sailings each day, Monday to Saturday, which increases to 10 return sailings Monday to Friday, and 11 return sailings on a

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Saturday, during June, July and August. Two return sailings are provided on a Sunday. During the winter timetable there are 5 return sailings per day Monday to Saturday. The daily 10.00 return sailing ex-Raasay is funded by Highland Council. Two return sailings are provided on a Sunday. Highland Council also funds an additional late return service on two Saturdays in December.

Carrying statistics for the Sconser/Raasay route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	40879	10653	583	35
2000/01	45894	12626	634	61
2001/02	45923	13139	567	54
2002/03	48479	14016	577	64
2003/04	51903	14951	696	31

19. MALLAIG/ARMADALE

This route is situated between Mallaig, on the Morar coast, and Armadale, on the southern tip of the Isle of Skye. The distance between the two ports is 4.4 nautical miles and the crossing takes 26 minutes.

In the summer *MV Coruisk* serves the route and *MV Loch Nevis* serves the route during the winter timetable.

During the summer timetable there are 8 scheduled return sailings per day Monday to Saturday. This increases to 9 return sailings per day in July and August. There is a Sunday service of 8 return sailings between mid-May and mid-September. During the winter timetable, the service only operates Monday to Friday, and there are 2 scheduled return sailings per day.

Carrying statistics for the Mallaig - Armadale route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	169623	36656	178	1289
2000/01	161868	34810	85	1282
2001/02	150734	34863	111	1020
2002/03	165063	38009	120	1174
2003/04	168501	40519	213	1080

20. MALLAIG / SMALL ISLES

This service operates between Mallaig, on the Morar coast, and the group of islands collectively known as the Small Isles, consisting of Canna, Rhum, Muck and Eigg located

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between the Isle of Skye and Ardnamurchan. The distances to each individual island from Mallaig are as follows: 22 nautical miles to Canna, 14 nautical miles to Rhum, 12 nautical miles to Eigg and 16 nautical miles to Muck. The direct sailing times to each island from Mallaig are: 1 hour 45 minutes to Canna, 1 hour 25 minutes to Muck and 1 hour 10 minutes to both Eigg and Rhum. The route is usually served by MV *Lochnevis*.

During the summer timetable there is one sailing every day Monday to Friday, 2 sailings or a 'double run' on a Saturday and no service on a Sunday. During the winter timetable there is one sailing every day, Monday to Saturday. The timetable usually changes each day, serving different combinations of 2 or 3 islands each day, except on a Saturday in the summer timetable when both return sailings serve all Small Isles. Please see timetables for exact schedules.

Carrying statistics for the Mallaig/Small Isles route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	13192	8	3	0
2000/01	12566	2	1	0
2001/02	15731	8	4	0
2002/03	17093	5	3	0
2003/04	18950	16	8	0

21. OBAN / CASTLEBAY / LOCHBOISDALE

This service operates between Oban situated on the Lorn coast and the ports of Castlebay, on the island of Barra, and Lochboisdale on the island of South Uist, both located in the Outer Hebrides.

The distance between Oban and Castlebay is 75 nautical miles. The sailing time can vary between 4 hours 50 minutes and 5 hours 20 minutes depending on which vessel is in service. It is 76 nautical miles from Oban to Lochboisdale and the sailing time is the same as for Castlebay. It is 22 nautical miles between Castlebay and Lochboisdale and a sailing from Oban via either Castlebay or Lochboisdale and on to the other port takes between 6 hours 40 minutes and 7 hours 25 minutes, again depending on which vessel is in service. This route is usually served by either MV *Clansman* or MV *Lord of the Isles*.

During the summer timetable there are sailings between the Outer Isles and Oban on a daily basis. These sailings vary in whether they depart from Lochboisdale or Castlebay whether they call at the other Outer Isle port before going to or returning from Oban, and whether they return to Lochboisdale or Castlebay. On a Wednesday, there is a service from Castlebay to Lochboisdale and on to Oban as well as a return sailing between Oban and Castlebay only. On a Thursday, there is a single service from Oban to Lochboisdale which does not return to Oban until the Friday. On a Thursday there is also a return service from Oban to Castlebay which stops at Tìree in each direction.

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During the winter timetable there is a sailing from Oban to the Outer Isles on Sunday (returning Monday) and Tuesday (returning Wednesday). There is a return sailing from Oban to the outer isles on a Thursday (arrives back in Oban early Friday morning) (return leg to Oban ceases mid-December) and a Friday (ceases late-December).

Carrying statistics for the Oban/Castlebay/Lochboisdale route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	46816	11613	2007	165
2000/01	45463	11848	2103	171
2001/02	47989	13039	1921	143
2002/03	46555	13029	1768	101
2003/04	45277	12393	1217	93

22. BARRA / ERISKAY (SOUND OF BARRA)

This route operates across the Sound of Barra, between Ard Mhor on the north of the island of Barra, and Eriskay, an island joined to South Uist by a bridge. The distance between the two ports is 5.5 nautical miles and the crossing usually takes 40 minutes. The route is usually served by MV *Loch Bhrusda*.

During the summer timetable there are 5 scheduled return sailings per day, Monday to Saturday, and 4 return sailings on a Sunday. During the winter timetable there are 3 scheduled return sailings per day, Monday to Saturday, and 2 return sailings on a Sunday.

CalMac only commenced operating this service in summer 2003. Prior to this a service had been operated for just over a year by Comhairle nan Eilean Siar. Data from 2002 to 2004 is provided below. Tenderers will wish to note that the service previously offered had a very restricted capacity.

Year	Pax	Cars	Commercial Vehicles (CV's)	Coaches
1 March 2002 – 3 April 2003	21244	5919	211	0
4 April 2003 to 31 March 2004	31047	11769	648	51

23. UIG /LOCHMADDY

This route operates between Uig, on the north-east coast of the Isle of Skye and Lochmaddy, on the Outer Hebridean Island of North Uist. The distance between the two ports is 26 nautical miles and the crossing takes 1 hour and 45 minutes. This route is usually served by

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MV Hebrides. This vessel also serves Uig/Tarbert and some sailings, particularly in the winter timetable, serve both Tarbert and Lochmaddy.

During the summer timetable there are between one and two scheduled return sailings per day every day of the week. During the winter timetable, there are one or two scheduled return sailings per day.

Carrying statistics for the Uig/Lochmaddy route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	64139	19138	5888	130
2000/01	62111	19142	5131	117
2001/02	65111	20480	4770	118
2002/03	67679	21701	4403	149
2003/04	69135	22888	4392	145

24. BERNERAY/LEVERBURGH (Sound of Harris)

This service operates between Berneray, on the northern tip of North Uist and Leverburgh, on the south coast of Harris. The distance between the two ports is 9 nautical miles and the crossing takes 1 hour and 10 minutes. *MV Loch Portain* has recently started serving the route. Previously it was served by *MV Loch Bhrusda*.

During the summer timetable there are 3 or 4 scheduled return sailings per day, Monday to Saturday. There is no service on a Sunday. During the winter timetable there are 2 scheduled return sailings per day, Monday to Saturday. This increases to 3 return sailings per day from the first Monday in February to the end of the winter timetable. The timetable on this route varies particularly by date. This is due to safety considerations requiring crossings to be completed in adequate daylight. Hence services start later in the day and finish earlier in the day when daylight hours are short.

Carrying statistics for the Berneray/Leverburgh route for 2003/04 are shown below. Tenderers will wish to note that a similar route between Otternish and Leverburgh was provided until 2003/04 and statistics for that route are provided from 1999/02.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	39623	12577	1976	117
2000/01	40057	12536	1885	115
2001/02	41187	13255	1791	105
2002/03	44634	14821	1583	121
2003/04	49388	17347	1653	92

25. UIG/TARBERT (HARRIS)

This route operates between Uig, on the north-east coast of the Isle of Skye and Tarbert, on the Outer Hebridean Island of Harris. The distance between the two ports is 24 nautical miles and the crossing takes 1 hour 40 minutes. The route is served by MV *Hebrides*. This vessel also serves Uig/Lochmaddy and some sailings in the winter timetable operate via Lochmaddy (see specific entry for Uig/Tarbert/Lochmaddy).

During the summer timetable there is one scheduled return sailing and one single sailing (in one direction only) every day, Monday to Saturday. Between late May and early September there is an additional sailing on a Monday and Saturday. There is no service on a Sunday. During the winter timetable there is one return sailing on a Tuesday and a Saturday as well as a single sailing (one way) via Lochmaddy, and a single sailing in one direction on a Monday, Wednesday, Thursday and Friday.

Carrying statistics for the Uig/Tarbert route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	59702	16697	889	261
2000/01	58887	16592	918	251
2001/02	61983	18287	651	254
2002/03	66472	19931	608	249
2003/04	66077	20379	702	209

26. UIG/TARBERT/LOCHMADDY (winter only)

This service operates between Uig, located on the north-east coast of the Isle of Skye, Tarbert, on the island of Harris, and Lochmaddy on the island of North-Uist. The distance between the ports are as follows: Uig - Lochmaddy, 26 nautical miles, Lochmaddy - Tarbert, 26 nautical miles and Tarbert - Uig, 24 nautical miles. The route is seasonal and is only timetabled during the winter season. The route is usually served by MV *Hebrides*.

The timetable runs on a triangular basis on a Tuesday and a Saturday, both sailings leave Uig at 09.40 and arrive back at 15.10 after sailing via Lochmaddy and then on to Tarbert before returning to Uig.

Carrying statistics for the Uig/Tarbert/Lochmaddy route for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	3919	1350	383	10
2000/01	6185	2135	501	6
2001/02	5104	1918	368	5
2002/03	8003	2925	635	13
2003/04	11714	4439	611	25

27. ULLAPOOL/STORNOWAY

This route runs between Ullapool, on the west Ross-shire coast, and Stornoway, on the Isle of Lewis, the largest and most northerly of the Outer Hebridean islands. The distance between the two ports is 45 nautical miles and the sailing time is 2 hours and 45 minutes. This route is usually served by the MV *Isle of Lewis*.

During the summer timetable there are usually 2 scheduled return sailings per day, Monday to Saturday, except on Wednesdays and Fridays in late June, July and August when there are 3 return sailings per day. There is no service on a Sunday. During the winter timetable there are 2 scheduled return sailings per day.

This service is supplemented with a freight service (which commenced in August 2001) which provides an overnight freight return sailing daily from Monday to Saturday. This is currently operated by the MV *Muirneag*, a vessel chartered by CalMac for this purpose. Tenderers will wish to note that the dedicated freight vessel can only carry a maximum of 12 passengers on any sailing.

Carrying statistics for the Ullapool/Stornoway route (including freight) for 1999 - 2004 are shown below.

Year	Pax	Cars	Commercial Vehicles (CVs)	Coaches
1999/2000	169732	34145	11991	407
2000/01	172799	36206	12070	351
2001/02	181303	39957	10268	379
2002/03	180271	41830	11945	414
2003/04	183726	45804	11974	431

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DESCRIPTION OF VESCO FLEET (NAME, AGE, CLASS AND CAPACITY) AND ON-BOARD FACILITIES AND FLEET DEPLOYMENT 2004

Ship details and on board services for each vessel are summarised below. Details are also available at www.calmac.co.uk/fleet.html.

Tenderers will wish to note that VesCo will make full details about each vessel available and there will also be opportunities for vessel inspections.

All vessels in the existing fleet have been designed to be suitable for the operating conditions experienced off the west coast of Scotland. The vehicle carrying capacities are based on the current CalMac reservation system which, itself, is a reflection of the company's experience in running these vessels on these routes to the current timetables. The total car space available on each vessel is the sum of the restricted car spaces (if relevant) + (lane meterage ÷ booking factor) – for each vessel the lane meterage (open space), the number of restricted (car only spaces) and the relevant booking factor are provided. The booking factor applies to open car deck space (not restricted spaces) and is used by the current operator to estimate the number of cars that can be carried. For example, a booking factor of 3 for 90 metres of open car deck would provide reservable space for up to 30 cars.

Capacity shown can, of course, vary depending on the mix of traffic presented for shipment on any single sailing. It should also be noted that the booking factor can change if the vessel is deployed on one of the triangular routes (e.g. Oban-Castlebay-Lochboisdale) – this is to allow for traffic boarding and disembarking at intermediate destinations.

Ship details and on-board services are as follows:

MV Bruernish



The *Bruernish* is currently used as a spare/relief vessel.

Facilities: small lounge and toilet.

She was built by James Lamont at Port Glasgow in 1973. A Class IV, Class VI and Class VIA vessel, her length is 24.25m, breadth 6.64m and draught 1.43m. She has a service speed

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of 8 knots and carries 121 passengers. Vehicle capacity is 12 lane metres. The booking factor is 2.4.

MV Caledonian Isles



The *Caledonian Isles* currently operates on the Ardrossan - Brodick (Arran) route.

Facilities: observation lounge, TV lounge, children's play area, a baby changing facility, shop, dogs permitted in much of passenger area, bar, cafeteria (serving hot food) with access and tables provided for wheelchair users, toilets plus disabled toilet, curtained-off area for use by passengers going to/from hospital and an ambulance room.

She was built by Richards at Lowestoft in 1993. A Class IIA and Class III vessel, her length is 94.25m, breadth 16.32m and draught 3.165m. She has a service speed of 15 knots and has capacity for 1000 passengers. Her vehicle carrying capacity if the mezzanine decks are not deployed is 147.5 lane metres (however, the layout of the vehicle deck results in only one 10 metre and one 12 metre unrestricted space suitable for commercial vehicles). If either the port or starboard mezzanine decks are deployed, capacity is 85 lane metres plus 51 restricted (car only) spaces. If both mezzanine decks are deployed capacity is 22 lane metres plus 99 restricted (car only) spaces. The booking factor is 2.5.

MV Clansman



The *Clansman* currently operates on the Oban - Coll - Tiree and Oban - Castlebay - Lochboisdale routes.

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Facilities: observation lounge with comfortable reclining seating plus fixed seating/lounge/quiet area, lift for disabled people, shop, TV lounge seating 18, children's play area, spacious restaurant for full meals and light snacks, bar with change machine/sofas/tables and TV, tiled dog area with plastic seats/water bowl, nursing mothers' room/first aid room, disabled toilet with small ramp and a further two toilets with showers.

The *Clansman* was built at Appledore, Devon by Appledore Shipbuilders Ltd in 1998. A Class IIA and Class III vessel, her length is 99m, breadth 16.28m and draught 3.22m. She has a service speed of 16.5 knots, and capacity for 638 passengers. This vessel has a mezzanine deck. When the mezzanine deck is not deployed maximum vehicle capacity is 210 lane metres plus 12 restricted (car only) spaces. If the mezzanine deck is deployed maximum capacity is 185 lane metres plus 28 restricted (car only) spaces. The booking factor is 2.74.

Deployed on the routes above, capacity is maintained at 170 lane metres plus 18 restricted (car only) spaces (without deployment of mezzanine deck). If the mezzanine deck is deployed, the lane meterage becomes 145 plus 38 restricted (car only) spaces.

MV Coruisk



This vessel was delivered in summer 2003 and is deployed on Mallaig-Armadale during the summer timetable and in the Upper Clyde during the winter timetable.

Facilities: passenger lounge/cafeteria, shop, toilets (including disabled facilities), disabled lift, ticket office, indoor seating for 135 passengers, and external seating for 115 passengers.

She is a Class IV, Class V, and Class C vessel, and her length is 65m, breadth 14.414m and draught 3.2m. She has a service speed of 14 knots and carries 250 passengers. Vehicle capacity is 70 lane metres plus 10 restricted (car only) spaces. The booking factor is 2.33.

MV Eigg



The *Eigg* currently operates on the Oban - Lismore route. The height of the bridge on this vessel has been raised to cope with high loads.

Facilities: small lounge and toilet.

She was built by James Lamont at Port Glasgow in 1975. A Class IV, Class VI and Class VIA vessel, her length is 24.25m, breadth 6.64m and draught 1.43m. She has a service speed of 8 knots and has capacity to carry 75 passengers with 12 lane metres for vehicles. The booking factor is 2.4.

MV Hebridean Isles



The *Hebridean Isles* currently operates on the Kennacraig - Islay and Kennacraig - Colonsay routes.

Facilities: observation lounge (upholstered seating for 59, TV and DVD for children, table with laptop power point), outside seating for 50+ at stern and along sides, limited unsecured luggage space, toilets/disabled toilet/nursing mothers' room, tourist information desk and shop, plan of ship, lift for disabled people, cafeteria providing full meals, light snacks, and packed lunches with seats/high chairs (wheelchair access through cafeteria), vending/change machines, refurbished bar with coffee, light snacks, TV and seating for 47, games room with further two gaming machines, refurbished lounge with 34 reclining seats.

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She was built by Cochrane at Selby in 1985. A Class IIA and Class III vessel, her length is 85.17m, breadth 16.31m and draught 3.14m. She has a service speed of 15 knots, and has capacity for 494 passengers. Vehicle capacity is 150 lane metres plus 12 restricted (car only) spaces. The booking factor is 2.83.

MV Hebrides



The *Hebrides* currently operates on the Uig - Tarbert and Uig - Lochmaddy routes.

Facilities: elevator from car deck to passenger deck for mobility impaired passengers, observation lounge (with reclining seats and electronic chart display screen of ship's position), toilets, self-service cafeteria (wheelchair spaces at some tables and high chairs), electronic chart display, TV lounge with two screens and 35 seats, reclining lounge with four games machines, commercial vehicle drivers' lounge with TV, main hallway (disabled lift, electronic chart display), self-service shop, children's play room, baby and parent room (incl. ladies toilet) lounge bar plus outside bar area, toilets with showering facilities and disabled toilet, upper deck with sheltered seating and information desk.

She was built by Ferguson's, Port Glasgow and entered service in 2001. A Class IIA vessel, her length is 99.4m, breadth 16.324m and draught 3.3m. She has a service speed of 16.5 knots and can carry 612 passengers. The vessel has two mezzanine decks. When the mezzanine decks are not deployed maximum vehicle capacity is 210 lane metres plus 12 restricted (car only) spaces. If the forward mezzanine deck is deployed maximum capacity is 180 lane metres plus 28 restricted (car only) spaces. Where both mezzanine decks are deployed maximum capacity is 155 lane metres plus 44 restricted (car only) spaces. The booking factor 2.74.

Deployed on the routes above, capacity is maintained at 170 lane metres plus 18 restricted (car only) spaces (without deployment of mezzanine decks). If the forward mezzanine deck is deployed maximum capacity is 145 lane metres plus 36 restricted (car only) spaces. Where both mezzanine decks are deployed maximum capacity is 120 lane metres plus 54 restricted (car only) spaces.

MV Isle of Cumbrae



The *Isle of Cumbrae* currently operates on the Tarbert (Loch Fyne) - Portavadie route.

Facilities: small lounge and toilet.

She was built at Troon by Ailsa in 1977. A Class IV, Class V, Class VI and Class VIA vessel, her length is 37.7m, breadth 10.24m and draught 1.356m. She has a service speed of 8.5 knots, can carry 139 passengers and has vehicle capacity of 32 lane metres plus 6 restricted (car only) spaces. The booking factor is 2.66.

MV Isle of Arran



The *Isle of Arran* is currently a fleet relief vessel and also operates certain services on the Islay/Kennacraig route during the summer timetable.

Facilities: cafeteria (full meals, light snacks, bar and packed lunches), TV lounge, lower lounge with reclining seats, children's play area, information desk, toilets (including disabled toilet), nursing mother facilities, lift for the disabled, souvenir shop, gaming machines, outdoor seating and forward observation area.

She was built by Ferguson Ailsa at Port Glasgow in 1984. A Class IIA and Class III vessel, her length is 84.92m, breadth 16.24m and draught 3.188m. She has a service speed of 15

knots, with capacity for 446 passengers and vehicle capacity of 103 lane metres plus 26 restricted (car only) spaces. The booking factor is 2.85.

MV Isle of Lewis



The *Isle of Lewis* currently operates on the Ullapool - Stornoway (Lewis) route.

Facilities: observation lounge, quiet area, lift for disabled people, shop, children's play area, nursing mothers' room, cafeteria with full meals and light snacks (some wheelchair access and high chairs, bar and packed lunches), tea bar, TV lounge, lounge for commercial vehicle drivers, sickness room, small shop, tiled dog area (the passenger areas are due to be extensively altered/refurbished during the winter 2004/05 annual overhaul).

She was built by Ferguson Shipbuilders Ltd, Port Glasgow in 1995. A Class IIA and Class III vessel, her length is 101.25m, breadth 18.52m, and draught 4.191m. She has a service speed of 18 knots and carries 970 passengers. If no mezzanine decks are deployed maximum vehicle capacity is 240 lane metres plus 4 restricted (car only) spaces. If the port mezzanine deck is deployed, capacity is 180 lane metres plus 41 restricted (car only) spaces. If the starboard mezzanine deck is deployed, capacity is 200 lane metres plus 30 restricted (car only) spaces. If both mezzanine decks are deployed, capacity is 140 lane metres plus 64 restricted (car only) spaces. The booking factor is 3.5.

However, as currently deployed, and with the starboard mezzanine deck permanently in use, lane meterage is 200 metres plus 28 restricted (car only) spaces. If both mezzanine decks are deployed, capacity is 140 lane metres plus 64 restricted (car only) spaces.

MV Isle of Mull



The *Isle of Mull* currently operates on the Oban - Colonsay and Oban - Craginure (Mull) routes.

Facilities: lounge, toilets, lift for disabled people, full meals, light snacks, bar and packed lunches.

She was built by Appledore Ferguson at Port Glasgow in 1988. A Class IIA and Class III vessel, her length is 90.1m, breadth 16.31m and draught 3.2m. She has a service speed of 15 knots and carries 962 passengers. She has vehicle capacity of 150 lane metres plus 10 restricted (car only) spaces. The booking factor is 2.5.

MV Juno



The *Juno* currently operates on the Gourock - Dunoon (Cowal) and Wemyss Bay - Rothesay (Bute) routes. It should be noted that the Gourock – Dunoon route is being tendered separately.

Facilities: lounge, toilets, light snacks and bar.

She was built by James Lamont at Port Glasgow in 1974. A Class IV and Class V vessel, her length is 69.44m, breadth 13.79m and draught 2.451m. She has a service speed of 13 knots

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and carries 531 passengers. Vehicle capacity is 60 lane metres plus 4 restricted (car only) spaces. The booking factor is 1.76.

MV Jupiter



The *Jupiter* currently operates on the Gourock - Dunoon (Cowal) and Wemyss Bay - Rothesay (Bute) routes. It should be noted that the Gourock - Dunoon route is being tendered separately.

Facilities: lounge, toilets, light snacks and bar.

She was built by James Lamont at Port Glasgow in 1974. A Class III, Class IV and Class V vessel, her length is 69.44m, breadth 13.79m and draught 2.451m. She has a service speed of 13 knots and capacity for 531 passengers. Vehicle capacity is 60 lane metres plus 4 restricted (car only) spaces. The booking factor is 1.76.

MV Loch Alainn



The *Loch Alainn* currently operates on the Largs - Cumbrae Slip route.

Facilities: lounge and toilets.

She was built at Buckie in 1997. A Class IV, Class V, Class VI and Class VIA vessel, her

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length is 43.03, breadth 13.89m and draught 1.76m. She has a service speed of 10 knots, carries 150 passengers and a vehicle capacity of 40 lane metres plus 10 restricted (car only) spaces. The booking factor is 2.

MV Loch Bhrusda



The *Loch Bhrusda* currently operates on the Sound of Barra route between Barra and Eriskay.

Facilities: lounge, toilet and snack vending machine.

She was built by McTay at Bromborough in 1996. A Class VI and Class VIA vessel, her length is 35.4m, breadth 10.88m and draught 1.4m. She has a service speed of 9 knots and carries 150 passengers. Vehicle capacity is 27 lane metres plus 5 restricted (car only) spaces. The booking factor is 2.07.

MV Loch Buie



The *Loch Buie* currently operates on the Fionnphort (Mull) - Iona route. (Please note that only islanders' cars and service vehicles are allowed access to Iona.).

Facilities: lounge and toilets.

She was built by J W Miller and Sons at St Monans in 1992. A Class IV, Class VI and Class VIA vessel, her length is 34.5m, breadth 10.32m and draught 1.6m. She has a service speed

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of 9 knots and carries 250 passengers. Vehicle capacity is 25 lane metres. The booking factor is 2.77.

MV Loch Dunvegan



The *Loch Dunvegan* currently operates on the Colintraive (Cowal) - Rhubodach (Bute) route.

Facilities: lounge and toilets.

She was built at Port Glasgow by Ferguson in 1991. A Class V, Class VI and Class VIA vessel, her length is 54.2m, breadth 13.41m and draught 1.637m. She has a service speed of 10 knots, carries 200 passengers and has a vehicle capacity of 54 lane metres. The booking factor is 1.5.

MV Loch Fyne



The *Loch Fyne* currently operates on the Lochaline (Morvern) - Fishnish (Mull) route.

Facilities: lounge and toilets.

She was built at Port Glasgow by Ferguson in 1991. A Class V, Class VI and Class VIA vessel, her length is 54.2m, breadth 13.41m and draught 1.653m. She has a service speed of

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10 knots and carries 200 passengers. Vehicle capacity is 54 lane metres. The booking factor is 1.5.

MV Loch Linnhe



The *Loch Linnhe* operates on the Tobermory – Kilchoan route during the summer and is a relief vessel during the winter.

Facilities: lounge and toilets.

She was built by Richard Dunston at Hessle, North Humberside in 1986. A Class IV, Class V, Class VI and Class VIA vessel, her length is 35.51m, breadth 10.39m and draught 1.649m. She has a service speed of 9 knots and carries 200 passengers. Vehicle capacity is 24 lane metres plus 2 restricted (car only) spaces. The booking factor is 2.5.

MV Lochnevis



The *Lochnevis* currently operates on the Mallaig - Small Isles (Eigg, Muck, Canna and Rum) route.

Facilities: lounge, toilets, observation lounge, lift for disabled passengers, full meals, light snacks and bar service.

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She was built at Ailsa Shipbuilding, Troon in 2000. A Class IIA vessel, her length is 49.2m, breadth 11.94m and draught 2.7m. She has a service speed of 13 knots and carries 190 passengers. Vehicle capacity is 17 lane metres plus 5 restricted (car only) spaces. The booking factor is 1.66.

MV Loch Portain



This vessel was delivered in summer 2003 and is deployed on the Sound of Harris between Leverburgh on Harris and Ardmaree on Berneray.

Facilities: passenger deck saloon with vending machine, ticket office (tickets sold onshore) and toilets. Indoor and outdoor seating for 200 passengers, 100 enclosed. The vessel has facilities for disabled people including a disabled lounge with 5 seats and room for one wheelchair.

An EEC B vessel, her length is 49.95m, breadth 14.4m and draught 1.5m. She has a service speed of 10.5 knots and carries 200 passengers. Vehicle capacity is 70 lane metres. The booking factor is 2.19.

MV Loch Ranza



The *Loch Ranza* currently operates on the Tayinloan (Kintyre) - Gigha route.

Facilities: lounge and toilets.

She was built by Richard Dunston at Hessle, North Humberside in 1987. A Class IV, Class V, Class VI and Class VIA vessel her length is 35.74m, breadth 10.39m and draught 1.649m. She has a service speed of 9 knots and carries 200 passengers. Vehicle capacity is 24 lane metres plus 2 restricted (car only) spaces. The booking factor is 2.5.

MV Loch Riddon



The *Loch Riddon* currently operates on the Largs – Cumbrae Slip route.

Facilities: lounge and toilets.

She was built by Richard Dunston at Hessle, North Humberside in 1986. A Class IV, Class V, Class VI and Class VIA vessel, her length is 35.51m, breadth 10.39m and draught 1.649m. She has a service speed of 9 knots and carries 200 passengers. Vehicle capacity is 24 lane metres plus 2 restricted (car only) spaces. The booking factor is 2.5.

MV Loch Striven



The *Loch Striven* currently operates on the Sconser (Skye) - Raasay route.

Facilities: lounge and toilets.

She was built by Richard Dunston at Hessle, North Humberside in 1986. A Class IV, Class V, Class VI and Class VIA vessel, her length is 35.72m, breadth 10.39m and draught 1.649m. She has a service speed of 9 knots and carries 200 passengers. Vehicle capacity is 24 lane metres plus 2 restricted (car only) spaces. The booking factor is 2.5.

MV Loch Tarbert



The *Loch Tarbert* currently operates on the Claonaig (Kintyre) - Lochranza (Arran) route.

Facilities: lounge and toilets.

She was built by JW Miller at St Monans in 1992. A Class IV, Class VI and Class VIA vessel, her length is 34.5m, breadth 10.32m and draught 1.647m. She has a service speed of 9 knots and carries 149 passengers. Vehicle capacity is 30 lane metres plus 6 restricted (car only) spaces. The booking factor is 2.15.

MV Lord of the Isles



The *Lord of the Isles* currently operates on services out of Oban.

Facilities: lounge, cabins (not used), toilets, lift for the disabled people, full meals, light

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snacks, bar and packed lunches.

She was built by Appledore Ferguson at Port Glasgow in 1989. A Class IIA and Class III vessel, her length is 84.63m, breadth 16.3m and draught 3.127m. She has a service speed of 16 knots and carries 506 passengers. Vehicle capacity is 130 lane metres plus 7 restricted (car only) spaces. The booking factor is 2.75.

MV Raasay



The *Raasay* is currently a spare/relief vessel.

Facilities: small lounge and toilet.

She was built by James Lamont at Port Glasgow in 1976. A Class V1, Class V, Class VI and Class VIA vessel, her length is 24.25m, breadth 6.64m and draught 1.43m. She has a service speed of 8 knots and carries 121 passengers. Vehicle capacity is 12 lane metres. The booking factor is 2.4.

MV Saturn



The *Saturn* currently operates on the Gourock - Dunoon (Cowl) and Wemyss Bay - Rothesay (Bute) routes. It should be noted that the Gourock-Dunoon route is being tendered separately.

Facilities: lounge, toilets, light snacks and bar.

She was built by Ailsa at Troon in 1978. A Class IV and Class V vessel, her length is 69.481m, breadth 13.77m and draught 2.44m. She has a service speed of 13 knots and carries 531 passengers. Vehicle capacity is 60 lane metres plus 4 restricted (car only) spaces. The booking factor is 1.76.

Muirneag (Ullapool-Stornoway freight vessel)

A vessel is currently on charter from Harrisons 2002 Ltd to provide an overnight freight service on the Ullapool - Stornoway route. The charter is renewable on an annual basis. Currently, there is no contractual commitment beyond 31st August 2005. The sailing schedule for this freight service is outlined in Annexes 6 and 7. She has capacity for 12 passengers in freight mode. She has no passenger facilities.

FB Laig Bay

The *Laig Bay* was used as a Ship/Shore and Shore/Ship transfer for the Isle of Eigg run. The use of flit boats was discontinued after the opening of the new pier works at Eigg in early 2004. However we include the vessel as operators may wish to lease the vessel for other uses.

She was built by the Corpach Boat Building Company in 2000. A Class VIA and a category 3 workboat vessel, her length is 10.62m, breadth 3.8m and draught 1.075. She has a service speed of 8 knots and can carry 28 passengers.

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Summary Indication of Vessel Deployment 2004/05

Vessel Name	Class	Summer 2005 deployment	Winter 2004/05 deployment, except in overhaul periods	Year Built
Bruernish	IV, VI and VIA	Fleet relief, based in Oban	Relief vessel	1973
Caledonian Isles	IIA and III	Ardrossan-Brodick	Ardrossan-Brodick	1993
Canna	IV, VI and VIA	Currently serving Ballycastle-Rathlin (This route is not part of the CHFS tender but the Canna may be made available in the VesCo fleet)	Currently serving Ballycastle-Rathlin (This route is not part of the CHFS tender but the Canna may be made available in the VesCo fleet)	1975
Clansman	IIA and III	Oban-Inner and Outer Isles	Relief vessel and Inner and Outer Isles	1998
Coruisk	IV, V, VI and VI (A)	Mallaig-Armadale	Upper Clyde relief vessel	2003
Eigg	IV, VI and VIA	Oban-Lismore	Oban-Lismore	1975
Hebridean Isles	IIA and III	Kennacraig-Islay and Port Askaig-Colonsay	Kennacraig-Islay and Port Askaig-Colonsay	1985
Hebrides	IIA	Uig-Tarbert-Lochmaddy	Uig-Tarbert-Lochmaddy	2000
Isle of Arran	IIA and III	Kennacraig-Islay, subject to relief requirements	Relief vessel	1984
Isle of Cumbrae	IV, V, VI and VIA	Tarbert-Portavadie	Relief and Colintraive/Rhubodach	1977
Isle of Lewis	IIA and III	Ullapool-Stornoway	Ullapool-Stornoway	1995
Isle of Mull	IIA and III	Oban-Craignure	Oban-Craignure-Colonsay	1988
Juno	IV and V	Upper Clyde	Upper Clyde	1974
Jupiter	III, IV and V	Upper Clyde	Upper Clyde	1974
Loch Alainn	IV, V, VI and VIA	Largs-Cumbrae	Largs-Cumbrae	1997
Loch Bhrusda	VI and VIA	Sound of Barra	Sound of Barra	1996
Loch Buie	IV, VI and VIA	Fionnphort-Iona	Fionnphort-Iona	1992
Loch Dunvegan	V, VI and VIA	Colintraive-Rhubodach	Colintraive-Rhubodach	1991
Loch Fyne	V, VI and VIA	Lochaline-Fishnish	Lochaline-Fishnish	1991
Loch Linnhe	IV, V VI and VIA	Tobermory-Kilchoan	Relief vessel	1986
Lochnevis	IIA	Mallaig-Small Isles	Mallaig-Small Isles-Armadale	2000
Loch Portain	II (A)	Sound of Harris	Sound of Harris	2003
Loch Ranza	IV, V VI and VIA	Tayinloan-Gigha	Tayinloan-Gigha	1986

ANNEX 3

Vessel Name	Class	Summer 2005 deployment	Winter 2004/05 deployment, excepting overhaul periods	Year Built
Loch Riddon	IV, V VI and VIA	Largs-Cumbræ	Tarbert-Portavadie-Lochranza	1986
Loch Striven	IV, V VI and VIA	Sconser-Raasay	Sconser-Raasay	1986
Loch Tarbert	IV, VI and VIA	Lochranza-Claonaig	Relief vessel	1992
Lord of the Isles	IIA and III	Oban-Inner and Outer Isles	Oban-Inner and Outer Isles	1989
Raasay	IV, VI and VIA	Relief vessel	Tobermory-Kilchaon	1976
Saturn	IV and V	Upper Clyde	Upper Clyde	1978

Tenderers will wish to note that CalMac currently charts a vessel to provide the overnight freight service on the Ullapool-Stornoway route. The Muirneag or an equivalent vessel may be made available by VesCo at similar rates.

Note: Car/passenger capacity can alter depending on the passenger certificate allocated to the vessel for a specific route and season.

Note: The local authority places certain restrictions on the disembarking and use of cars in the Small Isles. Tenderers should contact Highland Council for details.

DANGEROUS GOODS TO BE CONVEYED

The Merchant Shipping (Dangerous Goods & Marine Pollutants) Regulations 1997 made mandatory the International Maritime Organisation's recommendations on the carriage of Dangerous Goods contained in the International Maritime Dangerous Goods (IMDG) Code (ISBN No. 92-801-5090-1). Substances classed as Dangerous Goods are listed in the IMDG code. For information, Tenderers will wish to note that the following are carried on a regular basis on the CHFS network:

- explosives
- propane/butane
- other gases
- petrol
- kerosene/diesel
- hay
- fertilizers
- clinical waste
- corrosives
- whisky
- bitumen

The number of dangerous goods journeys on a route-by-route basis for 2003/04 are detailed on the next page.

With the exception of MV's *Loch Portain*, *Alainn* and *Bhrusda*, none of CalMac's small vessels have been constructed to allow them to carry dangerous goods. However, they have been permitted to operate in 'cargo mode' only (i.e. 12 passengers maximum) on a letter of authority issued by the Maritime & Coastguard Agency Dangerous Goods Branch in Southampton. A safety case was completed by CalMac in Spring 2003 which has been accepted by the MCA in principle subject to certain conditions. The MCA will issue a Document of Compliance to carry Dangerous Goods (DOCDG) to each vessel in turn once CalMac has ensured and stated that each of these conditions has been met. This document will be valid for 5 years and will incorporate the terms of the exemption to carry prohibited dangerous goods presently issued as a separate document. We expect all small vessels to have been issued with their DOCDG by the commencement of the 2005 summer timetable. More information about this exemption will be available from VesCo.

Tenderers should note that it is a requirement of the contract that adequate provision is made for the carriage of dangerous goods. It will be the responsibility of the Operator to satisfy the MCA of its procedures for carrying dangerous goods.

ANNEX 4

Dangerous Goods Journeys: April 2003 to March 2004	Class 1 Explosives	Class 2 Propane/Butane	Class 2 Other Gases	Class 3 Petrol	Class 3 Kerosene/Diesel	Class 4 Hay	Class 5 Fertilizers	Class 6 Clinical Waste	Class 8 Corrosives	Class 9 Bitumen & Misc.
Ardrossan/Brodick	4	8	178		70	40	8			
Brodick/Ardrossan	3	7	129		59			48	1	
Tarbert/Lochranza/Claonaig		105			1				1	1
Largs/Cumbrae/Largs		60	20	7	1	5	2	38		
Wemyss Bay/Rothesay	2		77			4	21		48	
Rothesay/Wemyss Bay			41	4	5			22	1	
Colintraive/Rhubodach/Colintraive		77	38	94	369	29			14	
Tarbert/Portavadie/Tarbert										
Kennacraig/Port Ellen	2	10	7	53	35	32	6		2	2
Port Ellen/Kennacraig		91	2	13	101					1
Kennacraig/Port Askaig		2	1	1	16	10			12	
Port Askaig/Kennacraig		16	7		293					
Tayinloan/Gigha/Tayinloan		7	4		20	3				
Kennacraig/Colonsay/Kennacraig										
Oban/Colonsay		7	4		10	2			1	
Colonsay/Oban		9	1	1	6					
Port Askaig/Colonsay/Port Askaig										
Oban/Coll	1	5	2		9	6				
Coll/Oban	1	1	2		6					
Oban/Tiree		9	1	17	25	15				
Tiree/Oban		14	2	22	36					
Oban/Lismore/Oban		4	1		7	13				
Oban/Craignure	3	1	17	5	17	84				
Craignure/Oban	1	1	19		112				2	1
Lochaline/Fishnish/Lochaline		180	25	40	17	12			2	
Fionnphort/Iona/Fionnphort		17			15	2				
Oban/Castlebay		13	5		1	12				
Castlebay/Oban		11	9		2					
Oban/Lochboisdale			1			1				
Lochboisdale/Oban		12		3						
Castlebay/Lochboisdale				7	23					
Lochboisdale/Castlebay										
Barra/Eriskay	1		2	48	6	5				
Mallaig/Armadale										
Armadale/Mallaig				1					2	
Mallaig/Small Isles/Mallaig	1	31	5	26	11	2			16	
Sconser/Raasay/Sconser		13			9	3				
Uig/Lochmaddy	6	58	31	1	7	54	1		3	38
Lochmaddy/Uig	4	61	19	4	10	1			1	6
Berneray/Leverburgh/Berneray	1	2		13	20				2	
Uig/Tarbert	2	59			1	6				
Tarbert/Uig	1	80	2						1	
Ullapool/Stornoway	5	12	77	1	18	35			17	46
Stornoway/Ullapool	3	2	87	3	12	17		24	3	4

ARRANGEMENTS FOR CARRYING LIVESTOCK

The table below shows, by route, the annual number of sailings which carried livestock.

Route	2002/03	2003/04
Ardrossan/Brodick	143	222
Berneray/Leverburgh	14	5
Claonaig/Lochranza	3	8
Colintraive/Rhubodach	71	93
Colonsay/Port Askaig	14	18
Fionnphort/Iona	13	6
Kennacraig/Port Ellen or Port Askaig	193	170
Largs/Cumbrae	46	16
Mallaig/Armadale	2	0
Mallaig/Canna	1	0
Oban/Coll/Tiree	105	132
Oban/Colonsay	19	20
Oban/Craignure	175	246
Oban/Lismore	66	70
Oban/Castlebay/Lochboisdale	66	108
Oban/Port Askaig	4	1
Tayinloan/Gigha	23	30
Uig/Lochmaddy	57	72
Uig/Tarbert	20	32
Ullapool/Stornoway	48	73
Wemyss Bay/Rothesay	291	430

Tenderers will wish to note that livestock is usually transported on floats. Routes which are not mentioned made no returns for livestock carryings in the period covered. Additionally livestock were carried on the following routes which are not normally served: Oban/Eigg, Oban/Kennacraig, Oban/Muck, Oban/Uist, Tiree/Castlebay and Wemyss Bay/Dunoon. These are special one off sailings to, for example, transport a bull. Further information about special livestock sailings is contained at [Annex 8](#).

SUMMER TIMETABLE

This section will include the most recent summer timetable i.e. summer 2005.

It should be noted that the service specification includes the overnight freight return sailing from Stornoway to Ullapool although this is not listed in the main timetable as it is a freight preference service. Cars are also carried if there is space and on a first come first served basis. There is no booking or reservation arrangement for cars. There is no fixed timetable for this service but rough timings are as follows:

Monday – Saturday – Loading of the vessel commences around 2230 and she sets sail as soon as she is ready, not usually before 2330. Expected arrival time in Ullapool will be from 0330 onwards. Departure from Ullapool will be at around 0430 with arrival back in Stornoway at around 0800 (all timings being flexible to accommodate traffic and sea conditions).

Strathclyde Passenger Transport (SPT) funds (on behalf of North Ayrshire Council Education Department) the fares for schoolchildren on the 08.30 sailing from Cumbrae and the 1545 sailing from Largs during school terms. Tenderers will wish to note that these services are available to other fare paying passengers. The sailings funded by SPT do not form part of the minimum standard or contract with the Scottish Executive. However, the successful tenderer will be expected (as part of the minimum standard) to continue to provide the services on the same basis as currently offered if SPT wish to continue them. Tenderers should therefore liaise with SPT about its plans for continuing these services. **In any event the operator is required to continue to plan for these services and to include provision for them in their bid.** The charging basis for these and other additional services is available in the information room.

SPT also supports ferry services in relation to children's play schemes in school holiday periods from Easter through to October. The charging basis is best available price on the day.

WINTER TIMETABLE

This section will include the most recent winter timetable i.e. winter 2004/05.

It should be noted that the service specification includes the overnight freight return sailing from Stornoway to Ullapool although this is not listed in the main timetable as it is a freight preference service. Cars are also carried if there is space and on a first come first served basis. There is no booking or reservation arrangement for cars. There is no fixed timetable for this service but rough timings are as follows:

Monday – Saturday – Loading of the vessel commences around 2230 and she sets sail as soon as she is ready, not usually before 2330. Expected arrival time in Ullapool will be from 0330 onwards. Departure from Ullapool will be at around 0430 with arrival back in Stornoway at around 0800 (all timings being flexible to accommodate traffic and sea conditions).

The 2 late Friday sailings between Largs and Cumbrae are funded during the winter timetable by Strathclyde Passenger Transport Authority (on behalf of North Ayrshire Council). SPT funds (on behalf of North Ayrshire Council Education Department) the fares for schoolchildren on the 08.30 sailing from Cumbrae and the 1545 sailing from Largs during school terms. Tenderers will wish to note that these services are available to other fare paying passengers. The sailings funded by SPT do not form part of the minimum standard or contract with the Scottish Executive. However, the successful tenderer will be expected (as part of the minimum standard) to continue to provide the services on the same basis as currently offered if SPT wish to continue them. **In any event the operator is required to continue to plan for these services and to include them in their bid.** The charging basis for these and other additional services is available in the information room.

SPT also supports ferry services in relation to children's play schemes in school holiday periods from Easter through to October. The charging basis is best available price on the day.

Throughout the Winter timetable, Highland Council provide funding (£150 per return sailing) for a 10.00 sailing ex Raasay and 10.30 sailing ex Sconser (1 return sailing).

Also on two Saturdays in December, additional 'shopper' sailings - 19.00 ex Raasay and 19.30 ex Sconser (1 return sailing) - are funded @ £200 per return sailing. Highland Council is invoiced by CalMac on a monthly basis.

Tenderers should liaise with SPT and Highland Council about their plans for continuing these services. **In any event the operator is required to continue to plan for these services and to include provision for them in their bid.**

NON-TIMETABLED REQUIREMENTS FOR SPECIAL EVENTS

In addition to the sailings specified in the relevant timetables, the successful tenderer will be required to respond to certain unscheduled special events, which temporarily create higher levels of demand on parts of the network. This Annex sets out examples of events which the successful tenderer must continue to cater for. **Technical Submissions must include plans outlining how the tenderer would meet these and any other unforeseen and unscheduled commitments which crop up from time to time.**

CalMac currently provide additional non-scheduled sailings for a range of events including:

- Cowal Games
- Mull Rally
- the Islay Show (additional sailings were not required for 2002 and 2003 due to the enhanced timetable provided by the use of the relief vessel. However, as the enhanced timetable is available only if the vessel is not required elsewhere on the network tenderers should note that additional sailings may be required for the Islay Show if the enhanced timetable is not operating.
- Isle of Bute Jazz Festival
- Rothesay Regatta
- Isle of Bute Folk Festival
- Mountstuart Motor Classic (when staged)
- Bute Highland Games
- Bute Motorcycle Rally
- Cumbrae Country & Western Festival
- Millport Illuminations
- Tiree Wave Classic
- Royal International Mod week, if relevant
- peak holiday demand (e.g. Christmas, Easter, Bank holidays, summer holidays)
- livestock sailings between Oban and Tiree (average of 2 to 3 return journeys p.a. usually one in August and 2 in November – company notified of dates by United Auctions in March/April)
- livestock sailings from Islay to mainland (average of one return journey p.a. usually in October/November)
- livestock sailings between Mallaig and the Small Isles (average of around 7 return journeys per annum, usually between late September to end of November – the company receives on average 48 hours notice that animals are to be shipped). The introduction of the new slips at Eigg, Muck and Rum should mean that there is no requirement for additional sailings for livestock as they should be able to be carried on the normal service run. Canna will still require additional sailings for livestock until the new slip is available. Until then, CalMac estimate that Canna might need 4 additional sailings per year for livestock.
- sailings for the Ministry of Defence vehicles that cannot be accommodated by a standard sailing (average of four return journeys p.a.)
- extra services for the emergency services when necessary (outside current agreement)

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- with ambulance service on Gigha, Iona and Raasay)
- extra sailings on Largs-Cumbræ Slip (when only one vessel is operating) to clear traffic or accommodate dangerous goods
- extra sailings from Oban to Craignure for dangerous goods (on average 1 return journey per month)
- special sailings to Kerrera for a fuel tanker (average of 6 return journeys per year)
- special sailings to Easdale for a fuel tanker (average of 4 return journeys per year)

DRAFT

RATES, FARES AND CHARGES

Standard fares are included in the timetables. Please note that on some routes, some fares vary between the winter and the summer timetable. These differences occur on:

Ardrossan – Brodick	Oban – Colonsay
Claonaig – Lochranza	Oban – Craidun
Colintraive – Rhubodach	Tayinloan – Gigha
Kennacraig – Port Ellen/Port Askaig	Wemyss Bay – Rothesay
Largs – Cumbrae Slip	Fionnphort – Iona
Oban – Lismore	Oban – Coll or Tiree
Sconser – Raasay	Mallaig – Armadale
Mallaig – Small Isles	Oban – Castlebay or Lochboisdale
Ullapool – Stornoway	Uig – Tarbert or Lochmaddy

This Annex and **Annex 10** set out the fares for all other types of user including commercial users, season tickets and other special charges. It also includes information on:

- validity of tickets
- special charging arrangements
- parcel rates in the Clyde area
- Western Isles freight rates and livestock rates
- rules for conveyance of livestock

Tenderers should note that some of CalMac's operational procedures are described here (e.g. requirements for accompanied animals). The Operator will be free to use his own procedures providing that at least as good a service is offered to users and that all safety and other regulatory/legislative requirements are met.

The rates quoted are for the financial year 2004/05. A general fares increase of 2.5% has been agreed for 2005/06. CalMac's full Table of Rates, Fares and Charges for 2005/06 will be available in the information room.

GENERAL INFORMATION

Validity of Principal Tickets - Tickets not Transferable

Ticket	Validity
Single (incl. Saver)	Day for which issued and to be charged at the fare applicable on the date (and time) of travel (See also "full fare" sailings.)
• Return (incl. Saver)	One month from date for which issued. Tickets are charged at the sum of the single fares applicable on the dates of travel.

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Saver 5 Day Return	For up to 5 days (4 nights) but not valid for travel on 'full fare' sailings
Round Trip	For one return journey on Largs - Cumbrae Slip, Tayinloan - Gigha and Fionnphort - Iona
Day Return (where applicable)	Date for which issued
'Full Fare'	For passengers (Largs-Cumbrae Slip service only), cars, caravans, motor homes, boat trailers, baggage trailers, coaches, midi coaches and motor cycles travelling on designated 'Full Fare' sailings
* 5 Journey	6 months from day of issue (see note below). Non-refundable.
* 6 Journey	12 months from day of issue (see note below). Non-refundable.
*10 Journey	6 months from day of issue (see note below). Non-refundable.
*30 Journey	12 months from day of issue (see note below). Non refundable. Can only be purchased by cash, cheque or credit card.
*50 Journey (Colintraive Rhubodach only)	12 months from day of issue (see note below) - includes driver. Non-refundable.
#Island Rover	8 or 15 days including day of issue
#Island Hopscotch	1 month ("Off peak" Hopscotches cannot be purchased during the summer season)
Privilege	Singles and Day Returns only
Group	A group is defined as at least 12 adult or child fare paying passengers travelling together (by minibus, midi coach, coach or on foot) with a recognised organisation. Group Rates are non-commissionable, non-refundable and subject to availability. Note: Bikes are charged at the published rates.

The operator must provide these tickets (except #) as a minimum. However the terms of the contract will not prevent them offering cheaper fares and/or more beneficial terms and conditions.

- Return tickets are charged at the sum of the single fares applicable on the dates of travel.
- * 5/6/10/30/50 journey **vehicle** tickets are available **only** for self-propelled vehicles. **Change of vehicle** - multi-journey tickets may be used for a vehicle other than the one for which it was purchased by placing (by a member of staff) the 'sticker' on the top left corner of the header portion and inserting the new registration number in the appropriate place. These tickets are non-refundable.
- # The operator will not be required to provide Island Rover and Island Hopscotch as these are marketing initiatives to facilitate tourism throughout the Clyde and Hebrides services. However, the Executive will require the operator, as part of the prescribed minimum, to make available comparable products to foster tourism, which is key to the economic wellbeing of the Highlands and Islands. The precise format will not form part of the minimum standard, since operators may be able to bring forward innovative ideas and improve on the current arrangements.

SPECIAL CHARGING ARRANGEMENTS

RESIDENTIAL CARAVANS

Residential caravans must be carried on a transporter and the total length (and width supplement if appropriate) must be charged at commercial rates. This applies in both directions.

TRACKED VEHICLES

Road rollers, metal-tracked vehicles, and rubber-tracked vehicles exceeding 3 tonnes in weight, will only be accepted when carried on a transporter. On Island Class vessels when the transporter cannot fit on the vessel, owner to supply suitable material to protect the deck and vehicle charged at double commercial rate.

Rubber tracked vehicles not exceeding 3 tonnes gross weight may be shipped without a transporter on a sailing of the company's choice and will be charged double the commercial rate.

BICYCLES (includes bicycles towing purpose-built bicycle trailers)

Conveyed free of charge if one of the following passenger tickets held:

- 5, 6 and 10 journey
- Island Hopscotch
- Island Rover

CARAVANS

Caravans are not permitted on Colonsay and Gigha.

On Island Class services caravans should not exceed 5m and may require to reverse when boarding.

Caravans are not conveyed unless attached to a towing vehicle.

DEFINITION OF COACHES

Mini Bus - not exceeding 5m - charge as car (does **not** include driver's fare)

Mini Coach - exceeding 5m and not exceeding 8m - charge as per fares table (includes driver's fare)

Coach - exceeding 8m – charge as per fares table. If carrying less than 12 fare paying passengers to charge at commercial vehicle rate(includes driver's fare).

DEFINITION OF MOTOR HOME

A motor home is generally defined as a windowed vehicle containing permanent living facilities. There are some motor homes on the road which are non-windowed but which have been fitted out with permanent living facilities. These should also be classed as motor homes for charging purposes.

MOTORCYCLE AND SIDE CAR/TRICYCLE

Charge as motorcycle.

CANOES

Flat rate of £5 single on all routes.

COMMERCIAL VEHICLES

All Commercial Vehicles, light vans and Pickups over 5m in length will be charged as commercial vehicles.

Light vans and Pickups exceeding 5m in length, or 3m in height, or 2.3m in width, or 3.5 tonnes maximum allowable weight (plated weight) charged at commercial rates.

The charging arrangement for commercial vehicles exceeding standard width is as for any vehicle over 3.1m - charged as 1.5 single rate.

UNACCOMPANIED CARS

Currently on all crossings of less than 90 minutes duration all cars must be accompanied. Exceptions will be allowed at the discretion of the Port Manager (e.g. when a customer has had his car short-shipped on a previous sailing owing to lack of deck space). In these circumstances the unaccompanied charge will be waived (in the interests of customer care) with the pier staff loading the car and the ships staff unloading it at the arrival port, if necessary. (Customers' cars must only be driven by staff who have a licence to drive that vehicle.) Unaccompanied cars landed without the driver, or his representative, being in attendance must be locked and the keys held in the port office. On crossings in excess of 90 minutes, cars may be accepted without a driver travelling although the customer, or his representative, must be available to load and unload the car, including at intermediate ports. **Tenderers may choose to develop their own procedures for unaccompanied cars but they must provide at least as good a service to users as CalMac currently do.**

Unaccompanied vehicles to be charged the unaccompanied rate (i.e. car + passenger + VAT) and the customer, or his representative, must buy a ticket in advance and thereby accept the Conditions of Carriage.

Unaccompanied cars will not be accepted for shipment on any of the "small ferry" routes.

DINGHIES

Charge as baggage trailer. Must be accompanied by/attached to a car.

EXCESS LUGGAGE

Passengers are allowed 40 kg each of personal luggage (suitcases, rucksacks etc - not commercial goods) free. All above this weight must be charged £5.00 for each 5 kg or part thereof, thereafter.

All luggage must be distinctly and fully addressed and passengers are required to see that it is properly labelled for the pier at which they intend to land. All luggage, cycles, etc. are carried entirely at owners' risk and shippers are advised to insure against all contingencies.

HEARSE/REMAINS

Charged at the appropriate car rate. Remains - not in a hearse - are conveyed free of charge on major ferries and only on the longer routes.

A special rate applies on the Oban - Craignure route, though to qualify, the hearse **MUST RETURN ON THE SAME SAILING**. The driver fare is included in the hearse charge.

AMBULANCE

Charged at the appropriate car rate except for Wemyss Bay - Rothesay and Largs - Cumbrae

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Slip (see tables 3 and 5 of the Table of Rates and Fares available in the information room). Fare does not include driver or any occupants.

TOWED HORSEBOXES (or towed livestock trailers not exceeding 5m)

Loaded with livestock only - charge the appropriate car rate (or multi-journey ticket if appropriate).

Empty (1) - no charge when conveying livestock on other leg of the journey.

Empty (2) - other than above - charge normal trailer rate (multi journey ticket **not** available).

e.g. a car towing a horsebox, loaded with livestock in one direction, and returning empty, can hand over 3 portions of the car multi-journey to cover the whole trip.

TOWED VEHICLES - including farm tractors

Caravans and trailers (not exceeding 8m) towed by a car rated vehicle (irrespective of what is being carried) should be charged at brochure rates applicable to route.

For caravans and trailers which exceed 8m and are towed by a car rated vehicle, the towing vehicle should be charged at the brochure car rate, and the trailer at commercial vehicle rate.

Where any caravan, trailer etc is towed by a commercial rated vehicle (this includes tractors, for this purpose) then the total overall length is charged at commercial rates.

Any caravan or trailer which exceeds 8 metres to be charged at the commercial rate.

TOWED VEHICLES - FARM TRACTORS AND IMPLEMENTS

Farm tractors towing wheeled implements other than trailers, travelling from an island for repair and then returning to the island, only the implement should be charged.

Farm tractors travelling alone should be charged at the appropriate motor home rate.

CASUALTY ANIMALS

Dead animals may only be carried if accompanied by declaration from transporter that the carcass is fresh.

HAY AND STRAW

Provided the lorry is returning empty there is a 50% discount on both outward and inward journeys.

Where a cattle float containing hay or straw is travelling to the island to uplift animals and

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will be paying the full commercial rate on the return journey then the outward journey will be charged at 50% of the commercial rate.

BRITISH RAIL PRIVILEGE TICKET RATES - Valid Identity Cards

25% single fare for single journey

50% single fare for return journey

Not valid on the following services:-

Colintraive-Rhubodach
Mallaig-Small Isles
Mallaig-Armadale (winter timetable only)
Oban-Lismore
Fionnphort-Iona
Fishnish-Lochaline
Tobermory-Kilchoan
Sconser-Raasay
Berneray-Leverburgh
Largs-Cumbræ Slip
Tayinloan-Gigha
Lochranza-Claonaig
Tarbert-Portavadie

BRITRAIL PASS OR CITYLINK EXPLORER

These passes are not valid on CHFS services.

LEFT LUGGAGE

Each Package £1.00 per day

LOOSE FREIGHT

CalMac provides loose freight facilities on the following routes:

- Wemyss Bay-Rothesay
- Ardrossan-Brodick
- Mallaig-Small Isles

Parcel Rates - Clyde Area (available between any two Clyde terminals)

Conditions and Regulations

1. Merchandise, livestock and vehicles are carried subject to the Conditions of

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Caledonian MacBrayne Limited.

2. Dangerous or inflammable goods are only acceptable by prior arrangement.

per consignment (includes Pier Dues).

Weight (not exceeding)	CHARGE (Excl. VAT)
5kg	£5.70
10kg	£7.60
25kg	£10.55
50kg	£13.30

NOTE:

Maximum weight of any package 50 kg. Consignments exceeding 50 kg - use summation of charges.

Western Isles Freight Rates

Mallaig/Small Isles

CONSIGNMENTS (weight not exceeding)	CHARGE (Excl. VAT)	CONSIGNMENTS (weight not exceeding)	CHARGE (Excl. VAT)
25kg	£3.38	275kg	£19.60
50kg	£5.10	300kg	£21.20
75kg	£6.70	325kg	£22.85
100kg	£8.20	350kg	£24.40
125kg	£9.90	375kg	£26.00
150kg	£11.50	400kg	£27.70
175kg	£13.10	425kg	£29.25
200kg	£14.75	450kg	£30.80
225kg	£16.65	475kg	£32.50
250kg	£17.90	500kg	£34.10
General Tonnage Rate		£67.65	
Commodity Discount, for feeding, fertilizers, fencing, wire, posts and strainers.		15%	

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Parcels - Mallaig/Armadale - Clyde Parcel Rates apply

CalMac also provides a service for the Royal Mail on the following routes. Its contract covers a number of routes and range from the carriage of mail only through to the carriage of a mail van with driver. The breakdown of journeys (one way) is as follows:

Raasay-Sconser*	12 weekly journeys
Mallaig-Small Isles**	loose freight
Largs-Cumbræ***	22 weekly journeys
Wemyss-Bay-Rothesay**	37 weekly journeys
Ardrossan-Brodick *	22 weekly journeys
Colintraive-Rhubodach*	24 weekly journeys
Tayinloan-Gigha**	12 weekly journeys
Oban-Craignure*	26 weekly journeys
Oban-Lismore**	12 weekly journeys
Lochaline-Fishnish*	12 weekly journeys

*mail vehicle and driver

** loose mail only

*** Combination of loose mail and van/driver

HORSES

Horses must be accompanied. Please note, there is no headage rate for horses – the vehicle rate applies.

WESTERN ISLES - LIVESTOCK RATES (exclusive of VAT)

	Oban and Colonsay, and Tiree	Oban and Outer Isles, Small Isles	Kennacraig Islay and Tayinloan Gigha	Ullapool-Stornoway
Bulls	£37.00	£37.00	£19.50	£59.00
Cattle	£17.50	£19.50	£14.75	£29.00
*Calves/Pigs	£9.25	£11.85	£8.10	£7.20
Sheep/Lambs/Goats	£2.95	£3.80	£1.95	£1.90

* Up to 6 months

Note: Any port requiring "on the hoof" (headage) rate for use as detailed in 'floats' (see page 22 of the Table of Rates and Fares) not covered by the above should use the *Kennacraig-Islay* rate.

CONVEYANCE OF LIVESTOCK

Charging and Shipping Arrangements for Livestock Trailers not exceeding 5m (Oban based services)

Shipping Arrangements - Barra, Uist, Coll, Tiree and Colonsay

Trailers may be accepted without a towing vehicle in both Summer and Winter, subject to the following conditions:

- trailer must be no more than 5m in length of 3.5t in weight
- trailers must be of approved construction and be fitted with a jockey-wheel and brake
- trailers must be booked in advance and should not turn up unannounced
- a maximum of 2 unaccompanied trailers will be allowed on any one sailing
- trailers will be carried at the Master's discretion after taking other factors, such as weather, into consideration
- where trailers are not met at the arrival port the company reserves the right to return these to the departure port and charge the customer accordingly

Charging Arrangements - Barra, Uist, Coll, Tiree and Colonsay

- trailers loaded with livestock may be charged at headage rate if this is cheaper than the appropriate car rate
- trailers travelling empty on one leg and carrying livestock on the other leg are carried free of charge
- if a towing vehicle is shipped it will be charged at the appropriate car rate

N.B. Where a towing vehicle is being shipped with a livestock trailer at the company's request (i.e. when the livestock would otherwise be refused due to weather conditions), Port Supervisors/Managers have the discretion to waive the charge for the vehicle on condition it returns on the next available sailing.

Ticketing Arrangement - Barra, Uist, Coll, Tiree and Colonsay

- return tickets must be issued/held at the start of the journey. This may be either an empty livestock trailer ticket and a normal rate trailer ticket (or headage rate ticket), or if a towing vehicle is being shipped, an empty trailer ticket and sufficient portions of the towing vehicle's 6 journey book. N.B. Tickets from a 6 journey book may not be used where a towing vehicle is not being shipped
- the normal rate trailer ticket, or next portion of the 6 journey book, should be marked 'livestock trailer'

Where the trailer is being shipped to the mainland for a sale, and the customer is unsure of livestock numbers, a normal rate trailer ticket should be issued as above. If, on their return to

the island, the customer wishes to pay headage rate, the customer may exchange his trailer ticket in Oban for a headage ticket and be refunded the difference.

All routes except Oban based services

Trailers must be under tow, and if carrying animals, three tickets out of the towing vehicle book will be accepted for the return journey. (Empty trailers which have carried, or will carry, livestock on the other leg are carried free but the towing vehicle must be charged in the normal manner).

Floats

On all routes loaded floats are charged full commercial rate. When empty they are carried free of charge (except for pier dues). If a float is travelling to uplift animals or making a return journey having carried animals on the other leg and would normally be empty it is permitted to carry up to five cattle or thirty sheep at the headage rate.

Return tickets at the 50% discount to be issued and if necessary the vehicle can be exceeded at the return port.

CONCESSIONARY FARES AND OTHER SPECIAL CHARGING ARRANGEMENTS

(A) CHILDREN

Children under 5 years free

Children over 5 and under 16 years - half fare

(B) BRITISH RAIL PRIVILEGE TICKETS

British Rail Identity cards and Travel facility Cards should be checked for endorsements to verify if holder is eligible for Privilege rates on CalMac services.

Certain employees of rail Companies and former British Rail employees are entitled to free travel on certain services.

Senior Staff hold gold, silver or blue plastic passes endorsed "Valid on specified Caledonian MacBrayne Services". These routes are as follows:

- Ardrossan - Brodick
- Wemyss Bay - Rothesay

The passes are not valid on any other services.

Other staff hold a "Staff Travel Card" which *if it is not valid* on the services carries an endorsement (on the back) to that effect. If there is no endorsement it is valid on the above routes. It must be dated in the box provided. The date entered gives a forty-eight hour validity, i.e. the pass is valid the day following that for which it is dated and can be used for a return journey within that period. If the return journey falls beyond the forty-eight hours then a new date must be entered. This pass is valid when shown. Non-endorsed "Staff Travel Cards" which are undated can be used for the purchase of privilege tickets on the services - for full details see following page.

(C) FORMER SCOTTISH TRANSPORT GROUP PRIVILEGE TICKETS

Following negotiations with local Clyde coast bus companies, the following arrangements currently apply:

WESTERN BUSES (STAGECOACH), ARRIVA and McGill's Coaches

These companies provide free travel on all stage carriage services to CalMac's current and retired employees plus their respective spouses, widows and widowers, together with CalMac child pass holders who need not be accompanied.

Caledonian MacBrayne will provide reciprocal free travel on Clyde routes to these Companies current employees and children, retired employees and their spouses, widows and

ANNEX 10

widowers. Bus Company employees children are not issued with cards and must be accompanied by an eligible parent. Not more than one child may qualify for this concession i.e. each child must be accompanied by a qualified adult. This applies to children between the ages of 5 and 15 years inclusive.

This concession will not be a requirement of the subsidy contract. It is a commercial matter which will be for the operator to consider.

(D) FORMER BRITISH RAIL ACTIVE AND RETIRED EMPLOYEES

Travel facilities on Caledonian MacBrayne services.

Gold, silver and blue plastic passes endorsed valid on specified Caledonian MacBrayne Clyde services.

Staff travel card without endorsement to the effect that it is "not valid on Caledonian MacBrayne services" and appropriately dated in the box provided.

Wemyss Bay-Rothesay	Free and Privilege Travel
Colintraive-Rhubodach	No Concession
Tarbert-Portavadie	No Concession
Largs-Cumbrae Slip	No Concession
Claonaig-Lochranza	No Concession
Ardrossan-Brodick	Free and Privilege Travel
Kennacraig-Islay	Privilege Travel
Tayinloan-Gigha	No Concession
Oban-Craignure	Privilege Travel
Lochaline-Fishnish	No Concession
Oban-Lismore	No Concession
Oban-Colonsay	Privilege Travel
Fionnphort-Iona	No Concession
Tobermory-Kilchoan	No Concession
Oban-Coll/Tiree	Privilege Travel
Mallaig-Small Isles	No Concession
Mallaig-Armadale	Privilege Travel
Sconser-Raasay	No Concession
Oban-Barra-South Uist	Privilege Travel
Eriskay-Barra	No Concession
Uig-Lochmaddy	Privilege Travel
Uig-Tarbert	Privilege Travel
Berneray-Leverburgh	No Concession
Ullapool-Stornoway	Privilege Travel

(E) CONCESSIONARY FARES FOR DISABLED PEOPLE

Cars: 50% off the normal car single fare for a single journey on presentation of (1) the "blue" card, bearing the name/photograph of the disabled person and (2) the vehicle tax disc exemption certificate (Form DLA 404) showing the vehicle registration number and the name of the bearer of the blue card.

Motor homes: 50% off the normal single fare for a single journey on presentation of (1) the "blue" card, bearing the name/photograph of the disabled person and (2) the vehicle tax disc exemption certificate (Form DLA 404) showing the vehicle registration number and the name of the bearer of the blue card.

Mini-Coach and Mini-Buses (adapted for conveyance of disabled passengers):

50% off the normal single fare for the single journey

Island Residents Disabled Concession

50% off the islanders car return fare for a return journey, on presentation of (1) the "blue" card, bearing the name/photograph of the disabled person and (2) the vehicle tax disc exemption certificate (Form DLA 404) showing the vehicle registration number and the name of the bearer of the orange/blue card.

Note: if the tax disc exemption certificate (Form DLA 404) has a blank vehicle registration number field DVLA form V5 (Registration Document) bearing the same name as the stated registered keeper as the tax disc exemption certificate (Form DLA 404), will be required.

Note: The disabled person(s) must be travelling with the vehicle. Supporting documentation must be carried at time of travel and be presented when requested. Failure to produce documentation will result in the full fare being charged.

(F) BLIND PEOPLE

In all areas, holders of the National Blind Persons Travel Card travel free of charge. Strathclyde Passenger Transport administer the fund for Scotland.

(G) ISLANDER RETURNS

Return tickets for journeys originating at island ports etc., must be charged at the Off Peak fare irrespective of date of travel. (NB This does not apply on Full Fare sailings.) Journeys originating at the following ports are applicable:

Dunoon	Lochmaddy	Rothesay	Rhubodach
Brodick	Islay	Tarbert	Lismore
Colonsay	Craignure	Lochranza	Cumbræ
Stornoway	Coll	Tiree	Castlebay

ANNEX 10

Lochboisdale	Eigg	Muck	Rum
Canna	Armadale	Raasay	Iona

Some Inter Island and seasonal service rates are **not** applicable and are as follows:-

Lochaline-Fishnish	Castlebay - Lochboisdale
Tiree - Castlebay	Ardmhor (Barra) - Eriskay
Port Askaig - Colonsay	Coll - Tiree
Small Isles (Inter Island)	Tarbert - Portavadie
Berneray - Leverburgh	Tobermory - Kilchoan

(H) CALMAC STAFF TRAVEL

Current and retired CalMac staff are entitled to certain concessions on the CalMac network.

Current Seagoing CalMac Staff

Western Isles

Masters/Chief Engineers: car pass for any route plus passenger pass (includes spouse and any dependants of any age in full time education). Spouse has separate car pass and is able to register his/her car pass under a different car registration number.

Officers: passenger pass (includes spouse and any dependants of any age in full time education).

Ratings: passenger pass (includes spouse and any dependants of any age in full time education).

Clyde Services

Masters/Chief Engineers: car pass any route plus passenger pass (includes spouse and any dependants of any age in full time education). Spouse has separate car pass and is able to register his/her car pass under a different car registration number

Officers: car pass for Clyde routes plus passenger pass (includes spouse and any dependants of any age in full time education).

Ratings: car pass for Clyde routes plus passenger pass (includes spouse and any dependants of any age in full time education).

Current Non-seagoing Staff

On management payroll: car pass any route (for employee and spouse, same vehicle registration number) plus passenger pass (includes spouse and any dependants of any age in

full time education).

Not on management payroll: passenger pass (includes spouse and any dependants of any age in full time education).

Other rights for current staff without a car pass

One free car pass each year.

Car travel outwith the free pass - holders do not have to pay the ticket price but do have to pay piers and harbour dues at non-CalMac ports. Travel only permitted if space is available i.e. no fare-paying passengers denied space.

BR Privileges

Some staff members who were employed before 1971 have BR Privileges conferred on them by the Transport Act 1969.

Retired Staff

All have a passenger pass including spouse.

Management/Masters/Chief Engineers also have a car pass.

Non-car pass holders get one free trip per year. Car travel outwith the free pass - holders do not have to pay the ticket price but do have to pay piers and harbour dues at non-CalMac ports.

Certain rights to bus travel are conferred by having a staff pass.

Certain rights to train travel for those who were with CalMac prior to 1971.

These rights continue until the death of the retiree or surviving spouse.

(I) SENIOR CITIZENS CONCESSIONARY TRAVEL SCHEME

Three concessionary travel arrangements schemes are in place, which have been arranged with Strathclyde Passenger Transport (SPT), Highland Council and Comhairle nan Eilean Siar. For all concession schemes, the rules apply only to foot passengers. No concessions are available for vehicles.

(a) STRATHCLYDE PASSENGER TRANSPORT (SPT) REGION

Five types of concessionary travel card exist within the SPT area and these are detailed below:-

Elderly Ferry

This travel card entitles the holder to travel free on normal scheduled ferry services between the mainland and the location specified on the front of the card. The card can be used at all times on the specified ferry services.

Elderly Ferry Companion

This travel card entitles the holder to travel alone or with a companion. The holder will travel free on normal scheduled ferry services between the mainland and the location specified on the front of the card. The card can be used at all times on the specified ferry services. The companion will be charged half fare up to a maximum of £2.00.

Disabled Ferry

This travel card entitles the holder to travel free on normal scheduled ferry services between the mainland and the location specified on the front of the card. The card can be used at all times on the specified ferry services.

Disabled Ferry Companion

This travel card entitles the holder to travel alone or with a companion. The holder will travel free on normal scheduled ferry services between the mainland and the location specified on the front of the card. The card can be used at all times on the specified ferry services. The companion will be charged half fare up to a maximum of £2.00.

Senior Ferry (Issued to males over 60)

This travel card entitles the holder to travel free on normal scheduled ferry services between the mainland and the location specified on the front of the card. The card can be used at all times on the specified ferry services.

The following routes fall within the SPT area:-

Kennacriag-Colonsay	Oban-Craignure
Wemyss Bay-Rothesay	Fionnphort-Iona
Colintraive-Rhubodach	Fishnish-Lochaline*
Largs-Cumbrae Slip	Tobermory-Kilchoan*
Ardrossan-Brodick	Oban-Colonsay
Claonaig/Tarbert-Lochranza	Oban-Port Askaig

Kennacraig-Islay	Oban-Coll
Tayinloan-Gigha	Oban-Tiree
Tarbert-Portavadie	Oban-Lismore

*Sailings from Kilchoan and Lochaline are also covered by Highland Council Scheme.

Additional SPT Support

As set out at Annexes 6 and 7 SPT provides additional support for some ferry services.

(b) HIGHLAND REGION

In Highland the Blind Person's Companion Card allows a companion to travel with the blind person free, on any public transport system within the local authority area. This includes travel on Sconser/Raasay, Mallaig/Armadale and Mallaig/Small Isles. The Council also provides a 50% reduction to the Blind Person's Companion if travelling with a blind person to Mull. The routes where 50% reimbursement is given are: Tobermory/Kilchoan, Lochaline/Fishnish and Oban/Craignure.

The Highland Council Travel Card Scheme takes in the following services:

Raasay-Sconser	*Kilchoan-Tobermory
Mallaig-Armadale	*Lochaline-Fishnish
Mallaig-Small Isles (incl. Inter island)	**Craignure-Oban

The scheme applies to **ALL** Senior, Elderly and Disabled Persons who are resident within Highland and who are in possession of a valid Travel Card issued by Highland Council.

** Card holders (travelling in from Morvern/Ardnamurchan and over Mull) are entitled to a half price journey on the Oban-Craignure service.

(c) COMHAIRLE NAN EILEAN SIAR (CNES)

New CNES concession cards were introduced on 1 April 2003 and are the only cards which should be accepted for concessionary travel.

Holders of CNES concession cards have the following entitlements:

Sound of Harris and Sound of Barra services (including Castlebay/Lochboisdale and Lochmaddy/Tarbert direct sailings):-

Unlimited free travel. Details of all concession cards used for all journeys should be recorded.

Services to the Mainland:-

Cardholders have the choice of either one free round trip to the mainland, or, one half – price 6 journey book of tickets for the route of their choice (either Castlebay/Oban, Lochboisdale/Oban, Lochmaddy/Uig, Tarbert/Uig or Stornoway/Ullapool). Only one of these options can be used in any 12 month period (running from 1 April to 31 March). When the above ticket has been issued, the CNES Concession Card must be punched through the relevant year (marked on the side of the card) to indicate that the card holder has used up their annual entitlement.

If preferred, a holder can, instead of the usual return, request a ticket which covers them out on one route and back on another.

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REPRESENTATIONS BY RESPONDENTS

This Annex may be updated following the autumn 2004 consultation.

Tenderers should note that this Annex does not form part of the minimum standard. These are suggestions which have emerged through consultation as issues where users feel improvements might be made. They are not comprehensive or have been the subject of further consultation. Tenderers are free to exceed the minimum standard, for example, through offering lower fares, marketing initiatives over and above the minimum standard and more services. However, in considering whether to provide services above the minimum standard tenderers must have regard to their own commercial interests and the requirement that the contract is awarded to the bidder requiring the lowest financial compensation.¹

Whilst bids proposing additions to the minimum standard would be acceptable any changes to the minimum standard (e.g. changes to timetables) would require to be pursued through the service revision procedure **after contract handover** and in consultation with users through the mechanisms detailed in the service specification. A bid proposing changes to the minimum standard will not be acceptable and such a bid would be deemed non compliant.

Representations made in relation to fares structures

- 7 day (rather than 5 day) return ticket
- discount for islanders (presumably beyond the current arrangements)
- APEX tickets
- season tickets (quarterly or annual)
- patients should get reduced price travel (currently doctor issues a travel warrant)
- concessions should apply across local authority boundaries
- unaccompanied vehicles to carry a driver charge common to all routes
- coffins and hearses carried free of charge
- cheap day returns on shorter crossings
- young Scot card extended to ferry services/reduce fares for young people
- charge from Islay should be same regardless of which port is used
- freight charges should not be greater than a competing operator would offer on a freight only service
- Argyll & Bute Council - special rates negotiated for transport of waste for recycling should be included
- global approach to concessionary bus fares should be extended to ferry passengers
- boundaries of Western Isles should be extended to mainland sea port so concession fares same on both sides of the Minch
- companion for blind people should be included with blind person concession
- half price travel cards for – people aged over 60, people with disabilities, unemployed, government training schemes, students and young people, charitable

¹ Except in exceptional and duly justified circumstances

groups based on the island, school groups, island residents. Cards to be used on all CalMac routes and connecting bus services.

- cheaper family tickets
- inter island travel should be free for the local population outside the main tourist season
- discounted fares for advance booking
- universal travel pass providing discount on all public transport (incl. ferries) should be considered as part of a national scheme for low income citizens and students
- more use of promotional fares
- concession for people aged over 60 should be included and not rely on local authority provision
- more flexible coach fares

Representations made in relation to services .

- more night freight services to reduce pressure on the first morning sailing
- more separate freight sailings generally to free up car spaces during tourist season.
- more affordable loose freight services throughout the network
- later sailings particularly on Fridays
- more inter-island links
- more stops on services from Oban (e.g. Tobermory)
- more vessels berthing at islands allowing later and earlier sailings to augment the timetables

Representations made in relation to network services

Tenderers may wish to note that representations were made by respondents for improvements in relation to handling and assistance with personal luggage particularly for elderly, and those with young families. Suggestions involved making trolleys available or airline style baggage check-in. These would not form part of the minimum standard, although all reasonable efforts should be made to ensure that the services are accessible to all. For example, where notified in advance the operator would be expected to provide assistance to elderly or disabled people. This is an area where tenderers may be able to bring innovation.

The operator should co-operate with the current practice of reserving contingent space for medical emergencies on long and infrequent crossings – releasing these prior to sailing if not required.

EMERGENCY CALL-OUT ARRANGEMENTS

CalMac regularly provides carriage for emergency services to the islands of Raasay, Iona and Gigha. For Raasay and Gigha the CalMac ferry is the only option for emergency vehicles. To allow it to provide 24 hour emergency cover CalMac has a MCA authorisation for an exception to the Minimum Hours of Rest provisions of the Merchant Shipping (Hours of Work) Regulations 2002.

The MCA has considered the request for an exception in order to allow emergency sailings to Gigha, Iona and Raasay and notes the related collective agreements with the Rail & Maritime Transport Union and the Transport & General Workers Scotland Union. On the basis of this information and in exercise of the powers given in Regulation 6 of the MS (Hours of Work) Regulations 2002, the MCA has authorised an exception to the hours of rest limits in Regulation 5(1)(a) and Regulation (2) of the Regulations to provide emergency services on the terms of the collective agreements. This authorisation relates to the following routes and vessels, or any vessel operating the prescribed route:

- Tayinloan-Gigha: *Loch Ranza*
- Fionphort-Iona: *Loch Buie*
- Sconser-Raasay: *Loch Striven*

The authorisation is renewable on an annual basis upon application to the Glasgow Marine office of the MCA. The authorisation ceases to be valid if any new collective agreements come into force or if there is any material change in the circumstances on which the authorisation is based.

Other islands have alternatives to the CalMac ferry for emergency services access although from time to time the CalMac ferry will be called into use for such purposes.

Whenever the CalMac ferry is called upon to provide such cover for any island (including Raasay, Iona and Gigha) there is a fixed charter cost which is charged to the relevant emergency service provider.

The successful tenderer will be required to provide equivalent cover for the CHFS network. Tenderers should note that they will be required to demonstrate that appropriate measures will be in place.

PRESCRIBED NETWORK-WIDE SUPPORT SERVICES

There is a brochure covering all routes, a single contact point for information and reservations (08705 650000) and limited Internet (www.calmac.co.uk) bookings. Reservations and sales are also available through travel agents in the UK and abroad. Tenderers will be required to provide a similar level of information and ticket availability to users.

There are reciprocal arrangements between CalMac and local authorities to publish (in their own timetables) the timetables for each others' ferry services.

Links with Rail Services

Rail tickets can be purchased on the Clyde services (Brodick and Rothesay) for travel to certain stations through to Glasgow as follows:

- Brodick to Paisley (Gilmour Street), Greenock (Central), Glasgow (Central) and Ayr
- Rothesay to Port Glasgow, Paisley (Gilmour Street) and Glasgow (Central)

In addition CalMac tickets for these routes can be purchased from any rail station in the UK.

Ticket Sales through Travel Agents

Tenderers will wish to note that CalMac has an arrangement in place with travel agents who sell CalMac tickets. It is a requirement of the tender that tickets for CalMac services are at least as widely available as they are now. However, the arrangements with travel agents are a commercial matter for Tenderers to consider.

Arrangements with other Travel Operators

Tenderers will wish to note that CalMac has arrangements in place (e.g. Freedom of Scotland Travel Pass, Highland Rover) with other travel operators. However, these arrangements are a commercial matter for Tenderers to consider.

Ticketing Systems

The current CalMac ticketing system will be available, on an optional basis, to all Tenderers. Further information will be available from VesCo.

CalMac currently uses two ticketing systems:

Compass - all types of ticket for the entire network can be bought where there is a Compass ticketing facility.

Storm - allows purchase of tickets for that route or for a Hopscotch package of which that route is a part. Additionally, these machines can issue multi-journey tickets and they accept credit/debit cards and credit account customers.

The following port offices and vessels have **Compass** ticket machines.

Port Offices

Ardrossan	Lochmaddy
Armadale	Mallaig
Brodick	Oban
Castlebay	Port Askaig
Colintraive	Port Ellen
Coll	Rothesay
Colonsay	Stornoway
Craignure	Tarbert
Dunoon	Tiree
Gourock	Tobermory
Inverness	Uig
Kennacraig	Ullapool
Largs	Wemyss Bay
Lochboisdale	

The following port offices and vessels have **Storm** ticket machines.

- Colintraive
- Fionnphort
- Tobermory
- Wemyss Bay
- Rothesay

The following port offices have **Storm** ticket machines which act as hot spares in case of breakdown:

- Largs
- Kennacraig
- Uig
- Oban

Vessels

<i>Isle of Cumbrae</i>	currently serves Tarbert/Portavadie
<i>Loch Portain</i>	currently serves Berneray/Leverburgh
<i>Loch Buie</i>	currently serves Fionnphort/Iona
<i>Loch Dunvegan</i>	currently serves Colintraive/Rhubodach
<i>Loch Fyne</i>	currently serves Lochaline/Fishnish
<i>Loch Linnhe</i>	currently serves Tobermory/Kilchoan
<i>Loch Ranza</i>	currently serves Taylinloan/Gigha
<i>Loch Striven</i>	currently serves Raasay/Sconser
<i>Loch Tarbert</i>	currently serves Lochranza/Claonaig

<i>Eigg</i>	currently serves Oban/Lismore
<i>Loch Bhrusda</i>	currently serves Eriskay/Barra

Automated Ticket Machines

Some ports have automated ticket machines:

- Wemyss Bay
- Rothesay
- Ardrossan
- Brodick

The Lochnevis has an automated ticketing machine which provides a limited range of route-specific tickets. It can accept cash as well as credit and debit card transactions.

Vessels with no ticket facility except emergency tickets:

<i>Clansman</i>	Oban/Coll/Tiree and Oban/Castlebay/Lochboisdale
<i>Hebridean Isles</i>	Kennacraig/Islay
<i>Hebrides</i>	Uig/Tarbert/Lochmaddy
<i>Isle of Arran</i>	Relief vessel
<i>Isle of Lewis</i>	Ullapool/Stornoway
<i>Isle of Mull</i>	Oban/Craignure
<i>Lord of the Isles</i>	Mallaig/Armadale
<i>Caledonian Isles</i>	Ardrossan/Brodick

ANCHOR (AdvaNce Clyde and Hebridean On-line Reservations System)

This system is operational 24 hours a day for all private car reservations. Such reservations can be placed on-line, by phone, e-mail or fax. The system is free and, subject to availability, allows space to be reserved on any of the current bookable services (see list below). Reservations can be made through ANCHOR up to 2 hours before sailing time. Payment by credit or debit card is required at the time of booking. This system will be available on an optional basis to the successful tenderer. Full details are available from VesCo.

Routes on which reservations are taken:

Adrossan-Brodick	Oban-Lismore (bookable by telephone only)
Oban-Colonsay	Castlebay-Lochbosidale
Oban-Coll	Mallaig-Armadale
Oban-Tiree	Uig-Tarbert
Oban-Castlebay	Uig-Lochmaddy
Oban-Craignure	Kennacriag-Island (Port Ellen or Port Askaig)
Oban-Lochboisdale	Otternish-Leveburgh

OWNERSHIP, FACILITIES AND ARRANGEMENTS AT PORTS AND HARBOURS ON THE CHFS NETWORK

The table on the next page has been derived from an assessment CalMac have completed of the ports and harbours currently owned or used by them, and shows the allocation of responsibilities under the proposed structure. Where harbours are owned by others (i.e. not VesCo) it is for operators to negotiate a separate arrangement.

It should be noted that there are some Harbours (marked *) where CalMac currently acts as Harbour Authority but where the relevant Harbour Order appears to be missing or requires revision. CalMac are taking forward work to ensure that the necessary Harbour Orders are in place in time for contract handover.

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ANNEX 14

Port	Harbour Order CallMac only	Owner			Staff			Notes	
		Pier/slip	Linkspan	Building	Pier	Linkspan	Building		Marshalling
Armadale	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	Tenant in one building
Brodick	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	
Castlebay	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	Leases in place
Coll	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	
Colonsay	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	
Largs	VesCo	VesCo	N/A	VesCo	Operator	N/A	Operator	Operator	
Lochranza	VesCo	VesCo	N/A	VesCo	Operator	N/A	N/A	N/A	
Oban	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	South pier leased
Port Ellen	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	
Tarbert (Har)	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	
Tiree	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	
Wemyss Bay	VesCo	VesCo	VesCo	Network Rail / VesCo	Operator	Operator	Operator	Operator	Listed building
Tobermory	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	*
Lochboisdale	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	*
Lochaline	VesCo	VesCo	N/A	N/A	N/A	N/A	N/A	N/A	*
Kilchoan	VesCo	VesCo	N/A	N/A	N/A	N/A	N/A	N/A	*
Kennacraig	VesCo	VesCo	VesCo	VesCo	Operator	Operator	Operator	Operator	*
Fishmish	VesCo	VesCo	N/A	VesCo	N/A	N/A	Tenant occupies building	N/A	*

ANNEX 14

Port	Harbour Order CalMac only	Owner			Staff			Notes
		Pier/slip	Linkspan	Building	Pier	Linkspan	Building	
Cumbræ	VesCo	VesCo	N/A	N/A	N/A	N/A	N/A	
Rhubodach	VesCo	VesCo	N/A	N/A	N/A	N/A	N/A	
Craignure	Argyll & Bute Council	Argyll & Bute Council	Argyll & Bute Council	Scottish Tourist Board	Operator	Operator	Operator	VesCo own gangway
Port Askaig	Argyll & Bute Council	Argyll & Bute Council	VesCo	Argyll & Bute Council	Operator	Operator	Operator	
Rothesay	Argyll & Bute Council	Argyll & Bute Council	VesCo	Argyll & Bute Council	Argyll & Bute Council	Operator	Argyll & Bute Council	
Fionnphort	Argyll & Bute Council	Argyll & Bute Council & VesCo joint ownership	N/A	Argyll & Bute Council	N/A	N/A	N/A	Two ferryman's houses leased. CalMac own section of slip
Portavadie	N/A	Argyll & Islands Enterprise	N/A	Landowner (Portavaide Estates)	N/A	Operator	N/A	
Claonaig	N/A	VesCo	N/A	N/A	N/A	N/A	N/A	
Colintraive	N/A	VesCo	N/A	VesCo	N/A	Operator	N/A	VesCo owns berthing structure
Eriskay	Comhairle	Comhairle	N/A	N/A	N/A	N/A	N/A	

ANNEX 14

Port	Harbour Order CalMac only	Owner			Staff					Notes
		Pier/slip	Linkspan	Building	Pier	Linkspan	Building	Marshalling		
Gigha	Argyll & Bute Council	Argyll & Bute Council	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Iona	Argyll & Bute Council	Argyll & Bute Council & VesCo joint ownership	N/A	N/A	N/A	N/A	N/A	N/A	N/A	CalMac own section of slip
Eigg	Highland Council	Highland Council	N/A	N/A	Operator	N/A	N/A	N/A	N/A	
Rum	Scottish Natural Heritage	Scottish Natural Heritage	N/A	N/A	Locally provided with financial support from operator	N/A	N/A	N/A	N/A	
Muck	Highland Council	Highland Council	N/A	N/A	Locally provided with financial support from operator	N/A	N/A	N/A	N/A	
Lismore	Argyll & Bute Council	Argyll & Bute Council	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

ANNEX 14

Port	Harbour Order CalMac only	Owner			Staff					Notes	
		Pier/slip	Linkspan	Building	Pier	Linkspan	Building	Marshalling			
Tayinloan	Argyll & Bute Council	Argyll & Bute Council	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Ardrossan	Clydeport	Clydeport	Clydeport	Clydeport	Operator	Clydeport	Operator	Operator	Operator		CalMac own gangway
Lochmaddy	Comhairle	Comhairle	Comhairle	Comhairle	Operator/Comhairle	Operator/Comhairle	Operator	Operator/Comhairle	Operator/Comhairle		
Ardmhor	Comhairle	Comhairle	N/A	Comhairle	N/A	N/A	N/A	N/A	N/A		
Berneray	Comhairle	Comhairle	N/A	Comhairle	N/A	N/A	N/A	N/A	N/A		
Leverburgh	Comhairle	Comhairle	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Offernish	Comhairle	Comhairle	N/A	Comhairle	N/A	N/A	N/A	N/A	N/A		
Mallaig	Mallaig Harbour Authority	Mallaig Harbour Authority	VesCo	VesCo	Operator	Operator	Operator	Operator	Operator		Linkspan revert to Mallaig Harbour Authority
Canna	National Trust for Scotland	National Trust for Scotland	N/A	N/A	N/A	N/A	N/A	N/A	N/A		Discussions to be held re. Transfer to VesCo
Stornoway	Stornoway Harbour and Ports Committee	Stornoway Harbour and Ports Committee	Stornoway Harbour and Ports Committee	Stornoway Harbour and Ports Committee	Stornoway Harbour and Ports Committee	Stornoway Harbour and Ports Committee	Operator	Operator	Operator		CalMac own gangway
Tarbert (LF)	Tarbert Harbour Authority	Tarbert Harbour Authority	N/A	N/A	N/A	N/A	N/A	N/A	N/A		

ANNEX 14

Port	Harbour Order CalMac only	Owner			Staff					Notes
		Pier/slip	Linkspan	Building	Pier	Linkspan	Building	Marshalling		
Raasay	Highland Council	Highland Council	N/A	N/A	N/A	N/A	N/A	N/A		
Sconser	Highland Council	Highland Council	N/A	Highland Council	N/A	N/A	Operator	N/A		
Uig	Highland Council	Highland Council	Highland Council	VesCo	Operator/ Highland Council	Highland Council	Operator	Operator		
Ullapool	Ullapool Harbour Trust	Ullapool Harbour Trust	Ullapool Harbour Trust	Highland Council	Ullapool Harbour Trust	Ullapool Harbour Trust	Operator	Operator	Operator	own CalMac gangway
Inverness office	N/A	N/A	N/A	Scottish Tourist Board	N/A	N/A	Operator	Operator	N/A	

MAIN STATUTORY OBLIGATIONS OF A PORT OPERATOR

1. "Safety in Docks" - Docks Regulations 1988 and Guidance (Health & Safety Commission) applies whether the operator owns the docks or not.
2. The Dangerous Substances in Harbour Areas Regulations 1987. These regulations apply to the owner of the facilities and/or the Statutory Harbour Authority (if different from the owner).
3. The Port Safety Management Code – waste management.
4. MARPOL 73/78 – Oil pollution information. The operator will need procedures in place to handle spills and skilled personnel to deal with them.
5. Merchant Shipping 1988 SI No. 1275 (weighing of goods vehicles and other cargo). Relevant where there is a weighbridge at the port.
6. Aviation and Maritime Security Act 1990. Scottish domestic ferry services are exempt from this. However, some non-domestic cruisers use CalMac ports, e.g. the MV *Hebridean Princess* uses Oban as her home port, therefore, this Act becomes binding (responsibility can be passed to the ship's operator as CalMac has done in the case of the MV *Hebridean Princess*).
7. Navigation lights maintenance (CalMac are currently in negotiations with CnES whereby they would be responsible for the maintenance of the lights at Lochmaddy). CalMac are responsible for maintaining these in addition to the navigation lights on pier structures (these are maintained along with CalMac pier lighting). The authority under which these are erected and maintained is the Coast Protection Act 1949.
8. Health & Safety at Work Act 1974 and Management of Health & Safety at Work Regulations 1999 also apply to port premises.

NB. Tenderers will wish to note that this list is included for information. The successful tenderer's obligations will be set out in the detailed terms and conditions of the Harbour Management Agreement with VesCo.

HARBOUR FUNCTIONS PERFORMED AT EACH PORT

This section details the harbour functions carried out by Caledonian MacBrayne at each port in its network (listed in alphabetical order) where it has responsibilities.

Airdmhor (Barra)

- manual passenger recording system
- overnight berthing of company vessel
- waste disposal (including oil) from ferry
- inform local authority of slipway cleaning requirements
- own, operate and maintain variable message board.

Ardrossan

- company owned vessel use and overnight berthing
- company responsible for waste skip hire and waste disposal
- company responsible for servicing and upkeep of gangways
- company responsible for outside pier lighting
- company supplies lube oil and fuel to Company owned vessel

Armadale

- statutory Harbour Authority
- all aspects of pier operation and maintenance
- landlord for owned properties leased to 3rd parties
- maintain navigation light
- operate and maintain vehicle assembly area
- provide car parking and bus loading bays
- provide berthing for fishing and leisure craft
- provide berthing for “Hebridean Princess”
- provide passenger access system

Berneray

- own, operate and maintain variable message signboard
- berthing of company vessel overnight
- vessel fuel tank
- waste disposal (including oil) from vessel
- upkeep of passenger recording system
- manual route information sign at Lochmaddy/Sollas junction
- urbis information board
- inform local authority of slipway cleaning requirements

Brodick

- statutory Harbour Authority
- company owned vessel use and overnight berthing
- company responsible for pier navigation lights
- company responsible for servicing and operation of linkspan
- company responsible for servicing and upkeep of gangways
- supplying water to Company owned vessel
- berthing facilities for coastal tankers (fuel for Island)
- coasters passenger vessel (non Company) *Waverley* etc
- appropriate pier dues charged
- company responsible for all lighting and pier maintenance
- responsibility for explosives licence at both Brodick and Lochranza
- emergency fuel supply if required
- operate and maintain vehicle assembly area
- provide berthing for fishing and leisure craft
- maintain sea bed in pier area to required clearance depths
- operate loose freight service

Canna

- None

Castlebay

- statutory Harbour Authority
- company owned pier and overnight berthing
- company responsible for pier navigation lights and one other navigation light 300 yards from pier
- company responsible for use of linkspan
- company responsible for disposal of general waste only
- supplying fresh water to company owned vessels
- overnight berthing for fishing vessels, fresh water available and disposal of general waste only, annual pier dues and fish landed dues levied
- berthing and landing available for coasters/freighters when company vessel is not using berth, fresh water available and general waste disposal. Appropriate pier dues and landing dues for off-loading cargoes of concrete blocks, cement, compomac, road salt and coal.
- part of rear berth of pier used exclusively by RNLI lifeboat, does not interfere with company operations
- berth used by MV *Hebridean Princess* during summer season - pier dues levied at Oban

Claonaig

- company owned vessel use at slipway during service hours
- company responsible for keeping slipway clean and remedial work
- company responsible for slipway lighting
- supply fuel for Company vessel
- slipway and assembly area privately owned

Colintraive

- statutory Harbour Authority
- company provides travel facilities to ground landlord
- company responsible for the cleaning and maintaining of Colintraive slipway, maintenance of Dolphins, and Dolphin and slipway lights
- company owns and maintains Colintraive Office
- collection of waste oil and oily waste received from vessel
- vessel berthed overnight and secured at Dolphins at Colintraive. Fresh water supplied from shore. No non-CalMac vessels use Dolphins
- vessel fuels once per week direct from fuel tanker, on board
- vessel's and office's general domestic waste collected weekly by Council
- company responsible for installation and maintenance of passenger recording system at Colintraive
- company responsible for maintenance of car marshal area and car parking area
- company responsible for maintenance of container store

Coll

- statutory Harbour Authority
- all aspects of pier operation and maintenance
- operate and maintain vehicle assembly area
- provide berthing for fishing and leisure craft
- pier store building leased to tenant
- provide berthing for coasters carrying coal and road materials
- provide berthing for MV *Hebridean Princess*

Colonsay

- statutory Harbour Authority
- all aspects of pier operation and maintenance
- operate and maintain vehicle assembly area
- provide berthing for fishing and leisure craft
- provide berthing for coasters carrying coal and road materials
- provide berthing for MV *Hebridean Princess*

Craignure

- all aspects of pier operation
- mooring vessels for others
- own and operate gangway system
- operate ticket counter in building leased from tourist board
- marshall vehicles

Cumbræ

- cumbræ slipway is unmanned and comes under the control of Largs
- company vessels use the slipway
- company is responsible for cleaning, maintenance and lighting
- there is a variable message board on the slipway which is used to keep passengers up to date with delays and cancellations. Messages are passed to the board via the Company computer system from Largs.

Eriskay

- own, operate and maintain variable message board
- manual passenger recording system
- informing local authority of slipway cleaning requirement

Fionnphort

- lease of two council-owned ferryman houses
- own and maintain berthing structure, Bull Hole (remote from slipway)
- own and operate ticket office (seasonal)

Fishnish

- statutory Harbour Authority
- own and maintain building
- maintain slipway
- own, operate and maintain variable message board

Gigha Slipway

- company owned vessel use at slipway during service hours
- company responsibility to keep slipway clean and slip free
- some Company responsibility for remedial work on slipway (VesCo will provide details to tenderers)

Gigha South Pier (For Overnight Mooring)

- company owned vessel use for overnight berthing
- fresh water obtained at Gigha South Pier
- general domestic waste landed from vessel at Gigha South Pier
- some Company responsibility for remedial work on pier, in particular to fenders where vessel lies alongside for overnight berthing and also for the vessel mooring arrangement
- Gigha South Pier used by other users i.e. fishing boats and other vessels for berthing purposes

Iona

- own, operate and maintain variable message board

Kennacraig

- company owned vessel use and overnight berthing
- company responsibility for all navigational lights on the pier and in the West Loch
- company responsibility for servicing and operation of linkspan
- responsibility for holding explosives licence for the area
- waste disposal from Company owned vessel – including general domestic waste and specialized waste – i.e. waste oil transferred from Company owned vessel to waste oil bowser based ashore, and other engineering type waste including filters etc. transferred ashore to a specialised skip for same
- company responsibility for waste skip hire
- supplying fuel and water to Company owned vessel
- supplying shore power to Company owned vessel – if required
- very occasional summer seasonal day time berthing of cruise vessels – MV Hebridean Princess and Lord of the Glens. Occasional request for water to be supplied to same vessels. General domestic waste landed. Appropriate pier dues charged
- very occasional overnight berthing of Corran ferry during winter months when she is passing en route to and from drydock. As a rule no waste of any sort landed and no water supplied. Appropriate pier dues charged

Kilchoan

- maintain slipway and pier
- pier used by fishing and pleasure craft
- own, operate and maintain variable message board

Largs

- company owned vessel use and overnight berthing
- company responsible for navigation lights and all other lighting
- company owned vessels use slipway

- company responsible for slipway cleaning, lighting and maintenance
- slipway can be used for launching small boats on payment of a fee and subject to operational needs of Company
- slipway is used on occasion by RNLi for launching the local inshore lifeboat when weather and tidal conditions prevent them from launching from their normal slipway
- waste disposal from Company owned vessels--general domestic waste only
- waste oil from Company vessels landed in barrels which are then emptied by contractor
- fresh water is supplied to Company vessels
- pier is used during the summer months by cruise vessels *Waverley*, *Balmoral* and *Second Snark* for which appropriate pier dues are paid. Pier is also used by BAE as a base for tenders when new naval vessels are carrying out sea trials and for which they pay pier dues
- company responsible for upkeep of passenger recording system which covers both Largs and Cumbrae slipways
- there is a system of warning lights on Cumbrae in the event of ferry cancellations which is maintained by North Ayrshire Council but which is controlled from Largs

Leverburgh

- maintain electronic variable message board
- passenger Registration Shore Console and associated equipment
- urbis information board
- other Company signposting
- electronic variable message board at Tarbert/Leverburgh junction.

Lismore

- none

Lochaline

- statutory Harbour Authority
- maintain slipway
- bunkering facility for CalMac vessel
- own, operate and maintain variable message board

Lochboisdale

- statutory Harbour Authority
- company owned pier and overnight berthing
- company responsible for pier navigation lights and light on Rubha Bhuidhe Point and Dubh Sgeir
- company responsible for use of linkspan
- company responsible for disposal of general waste only

- supplying fresh water to company owned vessels
- overnight berthing for fishing vessels, fresh water available and disposal of general waste only, annual pier dues and fish landed dues levied
- berthing and landing available for coasters/freighters when company vessel not using berth, fresh water available and general waste disposal. Appropriate pier dues and landing dues for offloading cargoes of concrete blocks, cement, compomac and road salt.
- berth used by MV *Hebridean Princess* during summer season- pier dues levied at Oban.
- berth used by Marine Harvest to land harvested salmon - appropriate pier dues levied.

Lochmaddy

- operate ticket office
- moor vessels and overnight berthing
- operate and maintain vehicle assembly area
- disposal of compactable waste from company vessel

Lochranza

- statutory Harbour Authority
- company owned vessel use at slipway during service hours
- company responsible for slipway cleaning, maintenance and lighting
- fresh water supplied to Company vessels
- company alignment structure for vessel overnight berthing facility in Lochranza Bay
- berthing facilities for Company and other vessels (*Waverley* etc)
- maintenance of store building
- general waste disposal by local contractor
- emergency fuel supply if required
- company responsible for installation and upkeep of passenger recording system at both slipways

Mallaig

- own, operate terminal building
- maintain linkspan
- operate marshalling area
- moor CalMac vessels

Oban

- statutory Harbour Authority
- all aspects of pier operation
- provide Pier master services to fishing fleet
- maintain South Pier (leased to others)
- lease property
- provide base for *MV Hebridean Princess*
- maintain water depths in pier area

Port Askaig

- company owned vessel use and overnight berthing
- supplying water to Company owned vessel
- company responsibility for servicing linkspan and operation of same for Company vessels
- pier and facilities used by other users at the discretion of the Pier Master at Port Askaig, who is employed by Argyll and Bute Council

Portavadie

- company owned vessel use at slipway during service hours
- company responsibility for slipway lighting
- some Company responsibility for slipway remedial work (further detail will be provided by VesCo)
- company responsibility for installation and upkeep of passenger recording system installed at slipway – metered electricity supplied through the lighting mains for the slipway office and slipway lighting
- slipway could be used by other users – they would normally seek the company's permission to do so
- Slipway office leased from private land owner

Port Ellen

- company owned vessel use and overnight berthing
- company responsibility for pier navigation lights
- company responsibility for servicing and operation of linkspan
- waste disposal from Company owned vessel – general domestic waste only
- company responsibility for waste skip hire
- supplying water to Company owned vessel
- overnight berthing and landing facilities for fishing vessels. Fresh water supplied and general domestic waste landed. Appropriate annual pier dues and fish landing dues charged
- overnight berthing and landing for freighters / coasters. Fresh water supplied and general domestic waste landed. Appropriate annual pier dues and landing dues

charged for the offloading of various cargoes – ranging from barley for the distilleries, fertilizer for the farmers and gravel and salt for Argyll and Bute Council. Approximately twice yearly, a timber freighter berths at Port Ellen to load timber. Fresh water supplied and general domestic waste landed. Appropriate pier dues charged.

- lease to United Distillers for fixed suction plant installation on pier.
- occasional summer seasonal day time berthing and occasional overnight berthing of cruise vessels – MV *Hebridean Princess*, *Lord of the Glens*, *Waverley* and *Balmoral*. Fresh water supplied and general domestic waste landed. Appropriate pier dues charged.

Raasay

- operation of passenger counting system

Rhubodach

- cleaning and maintenance of slipway
- own, operate and maintain variable message board
- conditions relating to the lease of ground

Rothesay

- operate ticket office
- own and maintain linkspan (although operated by Council employees)
- operate loose freight service

Sconser

- ownership and maintenance of variable message board
- employment of part-time piermaster
- operation of passenger counting system

Stornoway

- operate ticket office
- own, operate and maintain gangway system
- operate ferry marshalling area

Tarbert (Harris)

- company vessel day use in accordance with schedule, also overnight berthing twice weekly summer, four times weekly winter
- non Company vessel use comprising fuel tanker approximately 14 times per year, coal vessel approximately 3 times per year, road salt vessel approximately 2 times per year, regular cruise vessel *Hebridean Princess* approximately 8 times per year and

- around 4 other cruise vessels on occasional visits
- operation and maintenance of linkspan ramp
- provision of fresh water to Company and other vessels
- domestic waste provision to Company and other vessels
- maintenance of pier floodlighting and leading navigation lights
- maintenance of 3 Navigation Lights in approaches to pier - Sgeir Ghlas, Dun Corr Mor and Sgeir a Bhraigh Mhor
- storage and provision of fuel (gas, oil) for Company vessels only, and safe maintenance of all associated equipment
- collection of Pier and Berthing dues from non-Company users
- provision and maintenance of all pier safety equipment
- provision and maintenance of gangways for Company and other user's vessels
- maintenance and security of pier, buildings, linkspan and vehicle assembly area

Tarbert (Loch Fyne)

- company owned vessel use at slipway during service hours
- company responsibility to keep slipway clean and slip free
- company responsibility for slipway lighting
- some Company responsibility for slipway remedial work
- company responsibility for installation and upkeep of passenger recording system installed for use at slipway – electricity supplied through the lighting mains for the slipway
- slipway could be used by other users – at the discretion of the Harbour Master, Tarbert
- new overnight berth built at the end of the quay in the inner harbour in Tarbert – for Company vessel use. Not being used currently. Once this berth is established shore power will be available if required
- waste disposal at the berth in the inner harbour available – for general domestic waste. Waste oil may be landed in an emergency also
- fresh water supplied to vessel at a choice of two pier locations in Tarbert

Tayinloan Pier/Slipway

- company owned vessel use of slipway during service hours
- company owned vessel occasional overnight berthing alongside pier during adverse weather (and the normal Gigha South Pier Mooring unsuitable)
- waste oil storage tank facility at Tayinloan for disposal of waste oil from vessel
- company responsibility to keep slipway clean and slip free
- company responsibility for installation and upkeep of passenger recording system installed in slipway. (electricity supplied through Local Authority main supply for lighting etc.)
- company responsibility for installation and servicing of CCTV system installed at Tayinloan slipway and partial pier viewing
- Tayinloan pier used by other users i.e. fishing boats for fish landings etc. at the

discretion of the Harbour Master, Campbeltown.

Tiree

- statutory Harbour Authority
- all aspects of pier operation
- provide berthing for fishing vessels etc
- ticket Office
- operate and Maintain linkspan

Tobermory

- statutory Harbour Authority
- operate ticket office
- clean and Maintain slipway
- provide berthing for fishing vessels, pleasure craft, MV *Hebridean Princess, Lord of the Glens*
- maintain moorings for spare CalMac vessels

Uig

- operate ticket office
- assist Highland Council with mooring CalMac vessels

Ullapool

- marshall ferry vehicles
- provide and maintain gangway system
- operate ticket office

Wemyss Bay

- company owned vessel(s) use of pier
- company responsibility for pier navigation lights
- company responsibility for servicing and operation of linkspan
- company responsibility for bunkering operation
- supplying fuel to Company owned vessel/s
- waste disposal from Company owned vessel/s - general domestic - oily waste (filters & rags) - dirty oil
- company responsibility for waste skip hire - general domestic and oily waste (filters & rags)
- company responsibility for the removal of dirty oil
- supplying water to company owned vessel/s
- company responsibility for holding explosives licence

TERMINAL FACILITIES ON THE CHFS NETWORK

Terminal: ARDROSSAN

Owned by	Clydeport			
Address	The Ferry Terminal Winton Pier Ardrossan KA22 8ED			
Opening Hours (Summer)	Mon-Thurs: 0615 - 1800, Fri: 0615 - 2030 Sat: 0615 - 1800, Sun: 0830 - 1800			
Opening Hours (Winter)	Mon-Sat: 0815 - 1800 Sun: 1100 - 1800			
Car Parking	Terminal: 500+ spaces - short and long term (charges apply)			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	150	Vending machines	Yes
	Public Telephone (100 yards)	Yes	Left luggage	Yes
	Toilets	Yes	Loose freight accepted	Yes
	TV	Yes	Company towmotors	Yes
	Snack Bar	Yes	Parking	Yes
	Automated ticket machine	yes		
Disabled Facilities	Toilets	Yes	Wheelchair on request	Yes
	Seating	Yes		
	Access	Yes		
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: ARMADALE

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Armadale Isle of Skye IV45 8RS			
Opening Hours (Summer)	Mon – Sat : 0830-1740 Peak : Mon-Sat : 0830-1850 : - Sun : 0830-1740			
Opening Hours (Winter)	Mon-Fri: 0830 - 1700			
Car Parking	Terminal: 20 spaces - free			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room (seats)	25	Vending machines	No
	Public Telephone (outside building)	Yes	Left luggage	No
	Toilets	Yes	Loose freight accepted	Yes
	Company towmotors	No		
Disabled Facilities	Toilets	Yes	Parking	Yes
	Seating (bench seating)	Yes	Wheelchair on request	No
	Access	Yes		
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: BRODICK

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Brodick Isle of Arran KA27 8AY			
Opening (Summer) Hours	Mon-Sat: 0740 - 1700 and around sailing times Sun: 1000 - 1700 and around sailing times			
Opening (Winter) Hours	Mon-Sat: 0740 - 1700 and around sailing times Sun: 1000 - 1700 and around sailing times			
Car Parking	Terminal: 11 spaces - short term and 30 long term: free 5 min walk: 170 spaces: free			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	60	Vending machines	Yes
	Public Telephone	No	Left luggage	Yes
	Toilets	Yes	Loose freight accepted	Yes
	TV	Yes	Company towmotors	Yes
Disabled Facilities	Automated ticket machine	Yes		
	Toilets	Yes	Parking	Yes
	Seating	Yes	Wheelchair on request	Yes
Access	Yes			
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: CASTLEBAY

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Castlebay Isle of Barra H59 5XD			
Opening (Summer) Hours	Sun : 0800-1000 & 1830-2030 Mon & Tues : 0800-1700 & 1830-2030 Wed : 0800-1700 Thurs : 0900-1700 & 2030-2230 Fri : 0630-1700 & 2030-2230 Sat : 0630-1200 & 1830-2030			
Opening (Winter) Hours	Mon-Fri: 0900 - 1700 Sat: 0900 - 1200			
Car Parking	Terminal: 20 spaces - passenger set down only - 20 mins max, free 5 min walk: 50 spaces			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room (seats)	12	Vending machines	No
	Public Telephone	No	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
			Company towmotors	No
Disabled Facilities	Toilets	Yes	Parking	No
	Seating	No	Wheelchair on request	No
	Access	Yes		
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: COLINTRAIVE

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Colintraive Argyll PA22 3AP			
Opening (Summer) Hours	Mon-Sat: 0530 - 1900 Sun: 0900 - 1900			
Opening (Winter) Hours	Mon-Sat: 0530 - 1900 Sun: 0900 - 1900			
Car Parking	Terminal: 15 spaces - free			
Port Facilities	Ticketing only	Yes	Baby changing facilities	No
	Waiting Room (seats)	No	Vending machines	No
	Public Telephone	30m	Left luggage	No
	Toilets	20m	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	No	Parking	No
	Seating	No	Wheelchair on request	No
Disabled Reporting Procedures	Access inform car marshal on arrival			

Terminal: COLL

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Arinagour Isle of Coll PA78 6TA			
Opening (Summer) Hours	Mon, Wed & Sat: 0800 - 1400 Fri: 0900 - 1400 Tues: 1300 - 1830 Thurs: 1300 - 1700			
Opening (Winter) Hours	Tues, Thurs & Sat: 0800 - 1400 Mon, Wed & Fri: 1300 - 1700			
Car Parking	Terminal: 20 spaces - free			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room (seats)	17	Vending machines	No
	Public Telephone	No	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	Yes	Parking	Yes
	Seating	Yes	Wheelchair on request	No
Disabled Reporting Procedures	Access Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: COLONSAY

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Isle of Colonsay Argyll PA61 7YR			
Opening (Summer) Hours	2 hrs before vessel times only			
Opening (Winter) Hours	2 hrs before vessel times only			
Car Parking	Terminal: passenger set down only 6 spaces for travelling passengers by arrangement - no charge			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room (seats)	16	Vending machines	No
	Public Telephone	30m	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	Yes	Parking	Yes
	Seating	Yes	Wheelchair on request	Yes
Disabled Reporting Procedures	Access Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: CRAIGNURE

Owned by	Argyll & Bute Council			
Address	The Ferry Terminal Craignure Isle of Mull PA65 6AY			
Opening (Summer) Hours	Mon: 0715 - 1900 Tues - Thurs: 0800-1900 Fri: 0800 - 1930 Sat: 0645 - 1815 Sun: 0800 - 1700			
Opening (Winter) Hours	Mon: 0715 - 1700 Tues, Wed, Thurs & Fri: 0800 - 1700 Sat: 0630 - 1700 Sun: 1000 - 1700			
Car Parking	Terminal: 90 spaces - free			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room and covered walkway with limited seating (seats)	6	Vending machines	No
			Left luggage	No
	Public Telephone	Yes	Loose freight accepted	No
Disabled Facilities	Toilets	Yes	Company towmotors	No
	Toilets	Yes	Parking	Yes
	Seating	Yes	Wheelchair on request	Yes
Disabled Reporting Procedures	Access Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: KENNACRAIG

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Kennacraig Argyll PA29 6YF			
Opening (Summer) Hours	Mon, Tues, Thurs & Fri: 0600 - 0730 & 0900 - 1815 Wed: 0700 - 1700 Sat: 0600 - 0730 & 0900 - 1400 & 1600 - 1800 Sun: 1100 - 1600			
Opening (Winter) Hours	Mon-Fri: 0600 - 0730 & 0900 - 1800 Sat: 0600 - 0730 & 0900 - 1400 Sun: 1100 - 1600			
Car Parking	Terminal: 150 spaces - free			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	30	Vending machines	Yes
	Public Telephone	Yes	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities		Yes	Company towmotors	No
	Toilets	Yes	Parking	Yes
	Seating	No	Wheelchair on request	No
Access	Yes			
Disabled Reporting Procedures Cars:	inform car marshal on arrival Pax: inform ticket office (no gangway access, board via car deck)			

Terminal: LARGS

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Largs KA30 8BG			
Opening (Summer) Hours	Mon-Sat: 0630 - 2015 Sun: 0845 - 2015			
Opening (Winter) Hours	Mon-Sat: 0630 - 1845 Sun: 0845 - 1845			
Car Parking	Terminal: none 5 min walk: (charges apply)			
Port Facilities	Ticketing only	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	15	Vending machines	No
	Public Telephone	No	Left luggage	No
	Toilets	Yes	Loose freight accepted	Yes
Disabled Facilities		Yes	Company towmotors	No
	Toilets	Yes	Parking	No
	Seating	No	Wheelchair on request	No
Access	Yes			
Disabled Reporting Procedures	Cars: n/a (no lift from car deck) Pax: board via slipway			

Terminal: LOCHBOISDALE

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Lochboisdale Isle of South Uist H58 5TH			
Opening (Summer)	Hours	Sun : 0630-0930 & 2030-2230 Mon & Tues : 0630-1700 & 2030-2230 Wed : 0630-1700 Thurs : 0900-1700 & 1830-2030 Fri : 0800-1700 & 1830-2030 Sat : 0800-1200 & 2030-2230		
Opening (Winter)	Hours	Mon & Wed: 0630 - 1700 Tues, Thurs & Fri: 0900 - 1700 Sat: 0900 - 1200		
Car Parking	Terminal: 10 spaces - passenger set-down or uplift only - free No long-term parking			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	15	Vending machines	No
	Public Telephone	No	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
			Company towmotors	No
Disabled Facilities	Toilets	Yes	Parking	No
	Seating	No	Wheelchair on request	No
	Access	Yes		
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: LOCHMADDY

Owned by	Comhairle nan Eilean Siar (Western Isles Council)			
Address	The Ferry Terminal Lochmaddy North Uist HS6 5AA			
Opening (Summer)	Hours	Mon, Wed, Fri: 0900 - 1800, 1900 - 2000 Tues, Thurs, Sat: 0630 - 1700 Sun: 1030 - 1230, 1430 - 1630		
Opening (Winter)	Hours	Mon, Wed, Fri: 0900 - 1730 Tues, Thurs: 0630 - 1700 Sat: 0630 - 1200		
Car Parking	Terminal: large car park, no charge			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room (seats)	30	Vending machines	Yes
	Public Telephone	Yes	Left luggage	Yes
	Toilets	Yes	Loose freight accepted	No
			Company towmotors	No
Disabled Facilities	Toilets	Yes	Parking	Yes
	Seating	No	Wheelchair on request	No
	Access	Yes		
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: MALLAIG

Owned by	Mallaig Harbour Authority ; Office owned by CalMac			
Address	The Ferry Terminal Mallaig PH41 1QD			
Opening Hours (Summer)	Mon-Sat: 0815 - 1730 Peak : Mon-Sat : 0815-1815 & Sun : 0815-1730			
Opening Hours (Winter)	Mon-Sat: 0815 - 1700			
Car Parking	Terminal: passenger set down only 5 min walk: various in village			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room (seats)	14	Vending machines	No
	Public Telephone	No	Left luggage	No
	Toilets	Yes	Loose freight accepted	Yes
Disabled Facilities			Company towmotors	No
	Toilets	Yes	Parking	No
	Seating	No	Wheelchair on request	No
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: OBAN

Owned by	Caledonian MacBrayne			
Address	The Railway Pier Oban Argyll PA34 4DB			
Opening Hours (Summer)	Monday : 0600 – 2000 Tuesday & Thursday 0630 – 1800 Wednesday 0530 - 2000 Friday 0530 - 2230 Saturday: 0700 - 1930 Sunday: 0800 - 1800			
Opening Hours (Winter)	Mon - Sat: 0830 - 1730 Sun: 0900 - 1700			
Car Parking	Terminal: 20 spaces - passenger set down only - 20 mins max, free 1 min walk: 40 spaces, 5 min walk: 200 spaces (charges apply)			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	70	Vending machines	Yes
	Public Telephone	Yes	Left luggage	Yes
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	Yes	Parking	Yes
	Seating	Yes	Wheelchair on request	Yes
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: PORT ASKAIG

Owned by	Argyll & Bute Council			
Address	The Ferry Terminal Port Askaig Islay			
Opening Hours (Summer)	Ferry times only			
Opening Hours (Winter)	Ferry times only			
Car Parking	Terminal: 20 spaces - passenger set down only - 20 mins max, free 5 min walk: 10 spaces (no charges apply)			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room (seats)	No	Vending machines	No
	Public Telephone	Yes	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	No	Parking	Yes
	Seating	No	Wheelchair on request	No
	Access	Yes		
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: PORT ELLEN

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Port Ellen Isle of Islay PA42 7DW			
Opening Hours (Summer)	Mon-Fri: 0800 - 1700 Sat: 0800 - 1530 Sun: 0830 - 1000, 1415 - 1545			
Opening Hours (Winter)	Mon-Fri: 0800 - 1700 Sat: 0800 - 1530 Sun: 1415 - 1545			
Car Parking	Terminal: 14 spaces - no charges 5 min walk: 28 spaces - no charge			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	no
	Waiting Room (seats)	10	Vending machines	Yes
	Public Telephone	Yes	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	No	Parking	Yes
	Seating	No	Wheelchair on request	No
	Access	Yes		
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: ROTHSAY

Owned by	Argyll & Bute Council ; Linkspan owned by CalMac			
Address	The Ferry Terminal Rothesay Isle of Bute PA20 9AQ			
Opening (Summer) Hours	Mon-Thurs: 0600 - 1900 Fri: 0600 - 1945 Sat: 0645 - 1945 Sun : 0730 - 1945			
Opening (Winter) Hours	Mon- Fri: 0600 - 1900 Sat: 0730 - 1145 & 1230-1505 Sun: 1030 - 1550			
Car Parking	Terminal: Limited in town parking			
Port Facilities	Ticketing only	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	36	Vending machines	Yes
	Public Telephone	Yes	Left luggage	Yes
	Toilets	Yes	Loose freight accepted	Yes
Disabled Facilities	Automated ticket machine	Yes	Company towmotors	Yes
	Toilets	Yes	Parking	Yes
	Seating	Yes	Wheelchair on request	Yes
Disabled Reporting Procedures	Access	Yes		
	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: STORNOWAY

Owned by	Stornoway Port Authority			
Address	The Ferry Terminal Pier No 3 Stornoway HS1 2AE			
Opening (Summer) Hours	Mon-Sat: 0900 - 1700 (and 1 hour prior to sailing)			
Opening (Winter) Hours	Mon-Fri: 0900 - 1700 (and 1 hour prior to sailing) Sat: 0900 - 1700			
Car Parking	Terminal: 40 spaces - short stay - no charge 5 min walk: 120 spaces - no charge			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	50	Vending machines	No
	Public Telephone	Yes	Left luggage	Yes
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	Yes	Parking	Yes
	Seating	Yes	Wheelchair on request	Yes
Disabled Reporting Procedures	Access	Yes		
	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: TARBERT (HARRIS)

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Tarbert Isle of Harris HS3 3DG			
Opening (Summer) Hours	Mon-Fri: 0900 - 1700; Sat: 0900 - 1230			
Opening (Winter) Hours	Mon-Fri: 0900 - 1300, 1400 - 1700; Sat: 1100 - 1400			
Car Parking	Terminal: passenger set down only 2 min walk: long stay - no charges			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room (seats)	50	Vending machines	Yes
	Public Telephone	No	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	Yes	Parking	No
	Seating	No	Wheelchair on request	No
Disabled Reporting Procedures	Access	Yes		
	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: TIREE

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Isle of Tiree Argyll PA77 6TN			
Opening (Summer) Hours	Mon, Wed & Fri : 0900 - 1600 Tues: 1700 - 2100 Thurs :1000 - 1400 & 1800-2030 Sat : 1000-1430 Sun : 1200-1500			
Opening (Winter) Hours	Mon, Wed, Fri & Sat : 0900-1300 Tues & Thurs : 0900-1600			
Car Parking	Terminal: 40 spaces - no charge			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	Yes
	Waiting Room (seats)*	25	Vending machines	No
	Public Telephone	Yes	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities	*waiting area in office		Company towmotors	No
	Toilets	Yes	Parking	Yes
	Seating	No	Wheelchair on request	No
Disabled Reporting Procedures	Access	Yes		
	Cars: inform car marshal on arrival Pax: inform ticket office			

Terminal: TOBERMORY

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Tobermory Isle of Mull PA75 6NU			
Opening (Summer) Hours	Mon-Fri: 0900 - 1800; Sat: 0900 - 1600			
Opening (Winter) Hours	Mon-Fri: 0900 - 1800 Sat : 0900-1600			
Car Parking	Terminal: none; 5 min walk: 200 spaces - no charge			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	No
	Waiting Room (seats)	8	Vending machines	No
	Public Telephone	No	Left luggage	No
	Toilets	No	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	No	Parking	No
	Seating	No	Wheelchair on request	No
Disabled Reporting Procedures	Access	Yes		
Disabled Reporting Procedures	Cars: n/a Pax: inform ticket office			

Terminal: UIG

Owned by	Highland Council ; Caledonian MacBrayne (office)			
Address	The Ferry Terminal Uig Isle of Skye IV51 9XX			
Opening (Summer) Hours	Mon-Sat: 0830 - 1830; Sun: 1100 - 1430			
Opening (Winter) Hours	Mon-Sat: 0830 - 1700			
Car Parking	Terminal: 80 spaces - no charge			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	25	Vending machines	Yes
	Public Telephone	Yes	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
Disabled Facilities			Company towmotors	No
	Toilets	Yes	Parking	Yes
	Seating	Yes	Wheelchair on request	No
Disabled Reporting Procedures	Access	Yes		
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

ANNEX 17

Terminal: ULLAPOOL

Owned by	Ullapool Harbour Trustees ; Highalnd Council (offices, 7 car marshalling area)			
Address	The Ferry Terminal West Shore St Ullapool IV26 2UR			
Opening (Summer) Hours	Mon-Sat: 0900 - 1800 (and sailing times)			
Opening (Winter) Hours	Mon-Sat: 0900 - 1700 (and sailing times)			
Car Parking	Terminal: passenger set down only 5 min walk: 200 spaces no charges			
Port Facilities	Ticketing/Reservation	Yes	Baby changing facilities	Yes
	Waiting Room (seats)	95	Vending machines	Yes
	Public Telephone	no	Left luggage	No
	Toilets	Yes	Loose freight accepted	No
			Company towmotors	No
Disabled Facilities	Toilets	Yes	Parking	Yes
	Seating	No	Wheelchair on request	Yes
	Access	Yes		
Disabled Reporting Procedures Cars:	inform car marshal on arrival Pax: inform ticket office			

Terminal: WEMYSS BAY

Owned by	Caledonian MacBrayne			
Address	The Ferry Terminal Wemyss Bay PA18 6AR			
Opening (Summer) Hours	Mon-Thurs : 0645 - 2000 Fri: 0645 – 2100 Sat : 0730 – 2100 or 2230 (if late sailing) Sun: 0800 - 2100			
Opening (Winter) Hours	Mon-Fri: 0645 - 2000 Sat & Sun: 0800 - 2000			
Car Parking	Terminal: 2 min walk: 100 spaces (charges apply)			
Port Facilities	Ticketing only	Yes	Baby changing facilities	No
	Waiting Room (seats)	30	Vending machines	No
	Public Telephone	Yes	Left luggage	No
	Toilets	Yes	Loose freight accepted	Yes
	Automated ticket machines		Company towmotors	Yes
Disabled Facilities	Toilets	No	Parking	Yes
	Seating	Yes	Wheelchair on request	Yes
	Access	Yes		
Disabled Reporting Procedures	Cars: inform car marshal on arrival Pax: inform ticket office			

CONTACT DETAILS FOR NON-VESCO NETWORK HARBOUR AUTHORITIES

Argyll & Bute Council
Manse Brae
LOCHGILPHEAD
Argyll
PA31 8RD

Stornoway Port Authority
Amity House
Esplanade Quay
STORNOWAY, Isle of Lewis
HS1 2XS

Clydeport Limited
16 Robertson Street
GLASGOW
G2 8DS
Ullapool Harbour Trustees
The Pier
ULLAPOOL
IV26 2UR

Tarbert (Loch Fyne) Harbour Authority
Harbour Master's Office
Harbour Street
TARBERT, Argyll
PA29 6UD

Comhairle Nan Eilean Siar
Sandwick Road
STORNOWAY
HS1 2BW

The Highland Council
Lochaber House
High Street
FORT WILLIAM
PH33 6EL

Mallaig Harbour Authority
Harbour Office
Mallaig
Invernesshire
PH41 4QB

Ullapool Harbour Trustees
The Pier
ULLAPOOL
IV26 2UR

Scottish Natural Heritage
Reserve Office
ISLE OF RUM
Invernesshire
PH43 4RR

ROUTES ON WHICH BI-LINGUAL TAPED WELCOME ANNOUNCEMENTS ARE REQUIRED

Stornoway - Ullapool
Uig - Lochmaddy and Tarbert (Harris)
Oban - Craidun
Oban - Colonsay
Oban – Colonsay – Port Askaig - Kennacraig
Oban – Castlebay/Lochboisdale
Oban – Coll and Tiree (including inter-island links to Barra)
Islay - Kennacraig
Berneray - Leverburgh
Sconser - Raasay
Oban - Lismore
Tobermory - Kilchoan
Portavadie - Tarbert (Loch Fyne)
Mallaig - Armadale and the Small Isles

Example of English version (for the *Lord of the Isles*)

"The captain and crew welcome you aboard the ferry *Lord of the Isles* and we hope that you will enjoy your journey."

Example of Gaelic version (for the *Lord of the Isles*)

"Tha an sgiobair agus an sgioba a' cur failt' oirbh air bord a bhat'-aiseig *Tighearna nan Eilean* agus tha sinn an dochas gun cord an turas ruibh."

SUMMARY OF PERFORMANCE STANDARDS REQUIRED

The Executive will monitor all aspects of the service provision. During the term of the contract, the successful operator will be expected to discuss all service issues with the SE and to address any problems that arise to the satisfaction of the SE. In addition, poor performance relating to the punctuality and/or reliability of services will attract a financial penalty.

Tenderers should detail in their bid how they intend to provide the level and accuracy of information required by the Executive for performance monitoring. The Executive will audit this information.

The CHFS network will require to be operated in accordance with following performance regime.

Reliability (Cancellations)

This applies where a sailing is cancelled or is so late that it becomes *de facto* cancelled. A sailing will normally be considered *de facto* cancelled if it arrives at the same time or after the next scheduled sailing on that route (i.e. from the same originating port to the same destination port) is due to arrive. However this excludes routes where there is only one return sailing or (less) per day where there are likely to be benefits to users in continuing the service no matter how late it is. It should be noted that the rules for punctuality will still apply in this case. Routes where sailings are provided on demand and are not the subject of scheduled departure and arrival times are excluded from the provisions of this paragraph.

Penalties for cancellation

Each cancelled sailing (other than for a relief event) will attract a financial penalty equivalent to the average subsidy requirement per sailing (ASRS) on that route. There will be no financial penalty where a sailing is cancelled due to a relief event.

No service

If there is no service on any route for 4 consecutive days the Executive may act to ensure the provision of the services. The action must be reasonable in the circumstances and the Executive may seek reimbursement from the operator for any costs.

Punctuality (Lateness)

The CHFS routes fall within 3 bands based on scheduled sailing time:

<i>Band A</i>	Sailings scheduled to take 45 minutes and under
<i>Band B</i>	Sailings scheduled to take more than 45 minutes and up to 90 minutes
<i>Band C</i>	Sailings scheduled to take over 90 minutes

A sailing will not be considered late if it arrives (all fast alongside):

- Band A* - within 5 minutes of the scheduled arrival time.
Band B - within 10 minutes of scheduled arrival time.
Band C - within 15 minutes of scheduled arrival time.

The overnight freight service between Ullapool and Stornoway will be excluded from lateness thresholds, but will be subject to penalty in respect of cancellations.

Penalties for lateness

Each late sailing (other than for a relief event) will attract a financial penalty equivalent to a proportion of the average subsidy requirement per sailing (ASRS) on that route. There will be no financial penalty where a sailing is late due to a relief event.

The level of penalty will depend on whether the sailing is 'late' or 'significantly late'.

<i>Band A</i>	Up to 5 minutes late	= no penalty
	5 to 10 minutes late (late)	= 12.5% ASRS on route
	Over 10 minutes late (significantly late)	= 25% ASRS on route
<i>Band B</i>	Up to 10 minutes late	= no penalty
	10 to 20 minutes late (late)	= 12.5% ASRS on route
	Over 20 minutes late (significantly late)	= 25% ASRS on route
<i>Band C</i>	Up to 15 minutes late	= no penalty.
	15 to 30 minutes late (late)	= 12.5% ASRS on route
	Over 30 minutes late (significantly late)	= 25% ASRS on route

The Executive will allow, without financial penalty, up to 2% of 'late' sailings per route per week. All sailings which are 'significantly late' will attract a financial penalty.

Early Departure

Except for safety reasons no sailing should depart earlier than scheduled.

Reporting

The operator must provide weekly electronic reports to the Executive in respect of each route. The exact format of the report will be agreed between the Executive and the Operator, but the following information will be required in respect of every scheduled sailing:

- route
- date
- vessel deployed
- scheduled departure time
- actual departure time

- scheduled arrival time
- actual arrival time
- minutes late/early
- cause of any delay/cancellation

The Operator will also be required to provide a summary note listing, by route:

- all cancelled or delayed sailings and providing details about date, whether the sailing was late, significantly late or cancelled, the cause of the delay/cancellation and whether the Operator is claiming the delay/cancellation as a relief event.
- the total number of scheduled sailings that week
- the total for the route for the week (allowing for relief events):
 - number of late sailings (before 2% allowance)
 - number of late sailings (with 2% allowance)
 - number of significantly late sailings
 - number of cancelled sailings
- the percentage of late/significantly late sailings on that route in the previous 4 weeks (excluding the 2% allowance) (as a proportion of scheduled sailings and allowing for relief events)
- the percentage of late/significantly late sailings on that route in the previous 12 weeks (as a proportion of scheduled sailings and allowing for relief events)
- the percentage of cancelled sailings on that route in the previous 4 weeks (as a proportion of scheduled sailings and allowing for relief events)
- the percentage of cancelled sailings on that route in the previous 12 weeks (as a proportion of scheduled sailings and allowing for relief events)

In addition, a summary of performance should be provided on the services website. This should provide, for each route:

- reliability and punctuality percentages for the preceding 4 and 12 week periods (both including and excluding relief events); and
- a note setting out any relevant factors which might have affected performance and any relief events which applied.

Thresholds triggering Dispute Resolution Procedure

If, in any 4 week period, reliability or punctuality on any route falls below 98% or 92% respectively, or, over a 12 week period, reliability or punctuality on any route falls below 99% or 96% respectively, the dispute resolution procedures will be triggered. If the operator is unable to rectify performance to the satisfaction of the Executive this will be considered a termination event.

When considering both reliability and punctuality performance the statistics will refer to the percentage of cancelled sailings as a proportion of the total number of scheduled sailings for that week on that route.

All cancelled or late sailings will be taken into account when calculating these thresholds i.e. the 2% of late sailings per week per route which do not attract a financial penalty (as described above) will be included in calculating these thresholds for overall performance.

Performance will be assessed on a rolling 4 and 12 weekly basis i.e. weeks 1 to 4 will be assessed together, then weeks 2 to 5 and so on.

Best Endeavours

Where any sailing is cancelled or delayed (whether caused by a relief event or not) the Operator will be expected to use best endeavours to deal with any backlog as soon as possible and to bring the sailings back on schedule.

Special Events

In addition to the sailings specified in the relevant timetables, the operator will be required to respond to certain unscheduled special events, which temporarily create higher levels of demand on parts of the network.

Given the fluid nature of these extra sailings they will not be covered by the punctuality and performance regime set out above. However, if appropriate provision is not made (in line with the bid proposals put forward at technical bid stage) the dispute resolution procedures would be triggered.

Relief Events

Annex 21 sets out the main relief events which will be acceptable to the Executive. The terms and conditions of contract will set out the relief events the Executive proposes in detail. From time to time the Executive may also notify the operator in writing of any additional relief events which it will accept.

RELIEF EVENTS

This Annex sets out the main relief events which will be acceptable to the Executive. The terms and conditions of contract will set out the relief events in more detail. From time to time the Executive may also notify the operator in writing of any additional relief events which it will accept.

- (a) any decision by the vessel Master in the interest of protecting the safety of life at sea.
- (b) weather and/or tidal conditions (where the vessel's Master considers that sailing would compromise operational safety, or where these factors cause late arrival or departure).
- (c) decisions made by the vessel Master or the Harbour Master regarding social needs and safety-related concerns over which the operator has no control. This will include medical emergencies, the provision of unscheduled sailings to islands with infrequent services that have been disrupted by continuous bad weather, and a delay caused by the vessel waiting for a reasonable period of time for a connecting public transport service (i.e. bus, train or ferry). In all other cases, before such events are accepted as a relief event, the full circumstances of the delayed/cancelled sailing must be detailed in writing by the operator and submitted to the Executive for consideration. The Executive's decision will be final as to whether such an occurrence warranted relief event status. However this measure is intended to assist remote communities and so should be applied in a common sense fashion. The Executive will, from time to time, also issue guidance in relation to categories that will be acceptable without individual approval.
- (d) sailings which are delayed due to the pre-notified late arrival of passengers, vehicles, freight and/or livestock where such a delay is of direct benefit to the service users. Before such an event is accepted as a Relief Event the full circumstances must be submitted in writing to the Executive for consideration.
- (e) unavoidable substitution of a vessel of a lower specification during scheduled periods of planned maintenance (e.g. annual overhauls). This does not cover vessel breakdown or unscheduled maintenance other than where it is outwith the control of the Operator. The reliability of vessels is the responsibility of the Operator. The Operator has a duty to use best endeavours to provide the service, ensure appropriate levels of maintenance and availability of spare parts.
- (f) where a delayed, diverted or cancelled sailing has a knock on effect on subsequent sailings (e.g. connecting sailings or a shuttle service) the Operator will be expected to use best endeavours to bring the sailings back on schedule and to deal with any backlog. However if, despite best endeavours, the Operator is unable to make up the time the original delay will be taken into account when assessing whether subsequent sailings are late. For example, if a sailing is 30 minutes late and sailings for the rest of day are also 30 minutes late (despite best endeavours) the Operator would be penalised only for the first late arrival. However, if a subsequent sailing was 45

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minutes late it would be deemed to be 15 minutes late and would need to be considered separately.

- (g) non-availability of, or operational restrictions at, harbour facilities for reasons that are outwith the Operator's control. This will include times when a berth is not free due to another operator's vessel being in place. Where a berth is not free because another of the Operator's vessels is in the berth this will be a relief event only where this is outwith the Operator's control (this will usually fall within the relief events listed here).
- (h) strikes or industrial action effecting the Approved Services other than strikes or industrial action directly related to the Operator. Strikes or industrial action involving the Operator's staff or employees, subcontractor's staff or employees or the staff or employees of an associated company will not constitute a relief event.
- (i) knock on effect of extra sailings to provide special livestock or hazardous goods sailings. However, best endeavours should be used to ensure that the effect is minimised. This would include, for example, requiring adequate notice from hauliers/customers and consideration of whether the load can be taken at the end of the day.
- (j) unusual loading requirements. For example, an extra long load which required extra manoeuvring, or foot passengers needing to use the linkspan to board/disembark. In the case of the latter this would only be a relief event where the normal boarding/disembarkation access was available but the specific needs of an individual passenger(s) required different arrangements.
- (k) unrelated river traffic
- (l) mechanical or other problems outwith the Operator's control e.g. the breakdown of a passenger's vehicle on board the vessel. It would not include, for example, the breakdown of a passenger gangway
- (m) volume of traffic may sometimes be allowed as a relief event. The timetables are based on average loading and unloading times and it is recognised that a sudden and unexpected peak in demand may put pressure on the timetable
- (n) fuel shortages outwith the Operator's reasonable control
- (o) delay/cancellation caused by the actions of the blue light services or the armed forces
- (p) a Force Majeure Event
- (q) terrorism or hijacking
- (r) any other events that Scottish Ministers deem to be a relief event

MATERIAL CHANGE EVENTS

A material change provision provides, in the terms and conditions of contract between the Executive and the successful tenderer, for certain events that significantly affect the cost or provision of the service to be taken into account and, if necessary, for the subsidy to be revised. This Annex sets out the main material change events which will be acceptable to the Executive. The terms and conditions of contract will set out the material change provisions in more detail. From time to time the Executive may also notify the operator in writing of any additional material events which it will accept.

For the purposes of the CHFS tender agreement, the term "Material Change" is defined as:

“An event which materially and directly affects the Operator’s capability to fulfil the requirement of the Service Specification and contract terms. Such material event being tangible and beyond the control of the Operator and which directly affects:

- the operator’s ability to generate the projected revenue from the approved services and/or
- the projected cost to the Operator of providing the approved services

Such material change must not have been approved or foreseen prior to the date of contract commencement and will be limited to the following:

- (a) changes that were not on the statute book, proposed or foreseen in the following:
 - changes in Scottish Law
 - changes in English Law
 - changes to shipping regulations
 - changes in European Union rules
- (b) change in Government, economic or other policy (including but not limited to grant support payments to producers and transport providers) which affects the economics of and the market for the movement of passengers, accompanied cars, freight or livestock between the Clyde and Hebrides and the Scottish mainland
- (c) in the event Ministers vary the successful Tenderer's fares proposals, this would amount to a material change (provided the successful Tenderer's proposals did not amount to more than CPI on any route - see also Schedule 2 paragraphs 3.8.9 to 3.8.11)
- (d) a significant change in the courses to be sailed by the vessels in the provision of the Approved Services or in the ports served by the Approved Services being imposed on the successful tenderer through circumstances beyond their control, other than obligations under the contract or those circumstances set out as relief events and which requires the successful Tenderer to increase voyage length/fuel consumption and therefore operating costs

- (e) VesCo changing the terms for the leasing of its facilities and chartering of vessels during the contract period (other than those set out at the outset in relation to the procurement of new vessels or events caught by other material change clauses)
- (f) passenger, vehicle and freight traffic on approved services being directly affected by any UK Government, Executive or local authority sponsored actions
- (g) ship fuel costs where this varies by more than 10% above or below the base price in the business model. In such circumstances the operator would be expected to have made reasonable provision (i.e. act as a reasonable operator would who was considering his commercial interest) for fluctuations in fuel price e.g. bunkering

None of the above material changes above will apply to services which are provided at the discretion of the successful tenderer (i.e. over the minimum standard set out at **Schedule 3** and related Annexes)

INFORMATION WHICH THE OPERATOR WILL BE REQUIRED TO PROVIDE

This Annex lists the information which the Operator will be required to provide:

Financial Information

- (a) a copy of the operator's Annual Report
- (b) a copy of the company's audited accounts; a copy of the audited accounts for the subsidised services; and audit certificates for both
- (c) other financial information required for monitoring purposes
- (d) monthly and quarterly information about volume of route carryings by sector (i.e. foot passengers, cars, commercial vehicles, commercial vehicles (metres), coaches, freight, livestock vehicles, dangerous goods) in a format to be agreed with the Executive
- (e) detailed information about special sailings outwith the timetable including the date and time, route, purpose (e.g. special event, livestock movement, dangerous goods) in a format to be agreed with the Executive
- (f) delayed and cancelled sailings by route (weekly report) in a format to be agreed with the Executive. This will be used to monitor performance in relation to the performance regime. The operator will also be required to notify the Executive about all cancelled sailings and significant delays as soon as possible
- (g) make available to all enquirers who request it quarterly network carrying figures for total numbers of passengers, cars, commercial vehicles and coaches
- (h) make available to the SSACs on an annual basis:
 - carrying statistics for the previous calendar year on a route by route basis, split between the summer and winter timetable periods and broken down by cars, passengers, commercial vehicles and coaches
 - carrying statistics for the previous calendar year, broken down by passengers, cars, CVs and coaches with the comparable figure from five years previous
 - bar chart showing total carryings for each of the previous five years broken down by passengers, cars, CVs and coaches. These charts cover the whole of the relevant SSAC area and are not split by individual route
 - pie charts showing, on a route by route basis, a breakdown of delays by length of time
 - pie charts showing, on a route by route basis, a breakdown of delays by cause
- (i) make available to the Scottish Transport Group, on a quarterly basis, total carryings figures for the preceding three months broken down by passengers, cars, CVs and coaches

- (j) for publication in (e.g.) *Scottish Transport Statistics*, the following quarterly and annual figures (all of which should be for calendar years unless otherwise specified):
- for each route and for the network as a whole, the number of:
 - passengers carried
 - cars carried
 - commercial vehicles and buses carried
 - for the operation as a whole, the total
 - tonnage of loose freight
 - revenue from users (including charter and contract carryings)
 - subsidy (for the financial year).
- (k) annual safety reports including detailed information about any reportable accidents, including any major injuries and serious injuries, and any hazardous events
- (l) the operator is required to notify the Scottish Executive of any incidents/accidents reported to the Marine Accident Investigation Branch (MAIB)
- (m) the MCA may undertake surveys and inspections on board vessels and the operator is required to provide a copy of the Certificate of completion of the survey to the Scottish Executive and VesCo. VesCo may also inspect during an audit either at the office and/or vessels.
- (n) annual environmental report including detailed information about any reportable pollution incidents. All pollution incident reports to the MCA should also be copied to the Scottish Executive. The operator should also be aware of requirements under the UNECE Convention on Access to Information, Public Participation in Decision Making and Access to Justice in Environmental Matters (the Aarhus Convention). The UK Government hopes to ratify the Convention shortly.
- (o) staffing details including employee numbers, ages, positions, length of service, salaries/wages, terms and conditions, pension arrangements, trade union obligations and agreements. There are issues around confidentiality of employee information. This information would therefore only be required to inform the Executive and in preparation for the next competition (to provide prospective operators with a realistic picture of the staffing situation) and will not be made public. The operator should ensure that he complies with the requirements of the Data Protection Act 1998 when providing employee information to the Scottish Executive. Employee information received by the Scottish Executive will be processed in accordance with the Data Protection Act provisions.
- (p) information relating to the Users Charter e.g. number of complaints, what they were about and how they were dealt with

- (q) such information about the operation of the services as the Executive may reasonably require from time to time.

Further detail about the format for information provision and timetables will be provided in the terms and conditions.

Tenderers will wish to note that the Freedom of Information Act 2002 may be applicable to the CHFS services. Scottish Ministers may, by order under Section 5 of the Act, designate any persons who are (a) exercising functions of a public nature or (b) providing a service under contract with a Scottish public authority. Before making such an order the Scottish Ministers will consult with any such persons. The Executive will be consulting in the autumn on the criteria for determining candidates for such a section 5 order.

ALLOCATION OF SOME KEY RISKS

The Executive has analysed a number of the main risks associated with the tender exercise and the operation of the services. The table below is an indicative analysis of their allocation. However, this is for information only and does not represent a commitment by the Executive and/or VesCo to accept certain risks.

	Successful Tenderer	Executive/ VesCo	Shared Negotiable	Comment
Vessel design		X		
Vessel construction risk		X		
Commissioning risk		X		
Operational risk (vessels)	X			The successful tenderer will be responsible for ensuring that sufficient vessels are appropriately deployed to meet the minimum standards. The successful tenderer is also responsible for fleet relief and for planned and unplanned maintenance.
Policy risk			X	Policy risk not involving legislation or the unilateral actions of central or local government
Demand for volume risks	X			Risk that demand for service does not match the levels planned
Maintenance risk for harbours		X		Primarily for VesCo. The successful tenderer will be responsible for carrying out all maintenance under the Harbour Management Agreement. The Management fee will cover planned and day to day maintenance. VesCo will carry the risk for unplanned maintenance although the successful tenderer will be expected to carry out the work. The successful tenderer will be responsible for the cost and consequences of any damage to shore infrastructure as a result of the operation, by the successful tenderer, of his own or chartered vessels. Full details will be set out in terms and conditions.

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	Successful Tenderer	Executive/ VesCo	Shared Negotiable	Comment
Maintenance risk for vessels	X			
Inflation risk			X	Bids should be made at today's prices (in cash terms). The subsidy will be adjusted annually to take account of inflation (CPI). The successful tenderer is responsible (except for material change events) for the risk in relation to variations in the cost of operational matters e.g. salaries, overhauls.
Legislative risks			X	The Executive or VesCo will normally bear the risk of legislative changes which were not foreseen at the time the contract was agreed.
Change in requirements of transport policy		X		For example, a change in EU or Govt policy in relation to subsidisation of shipping operators
Incorrect cost or time estimates for providing services	X			Tenderers are responsible for the content of their bids. The bid documents will form a part of the final contract.
Failure to meet specified service levels	X			The successful tenderer must meet the minimum standard set out in the service specification.
Force Majeure			X	Force Majeure will constitute a relief event.
Industrial action			X	Strikes or industrial action unrelated to the Operator will constitute a relief event. Strikes or industrial action involving the Operator's staff or employees, subcontractor's staff or employees or the staff or employees of an associated company will not constitute a relief event and are the responsibility of the successful tenderer.
Failure to meet performance standards	X			Annex 20 sets out the requirements in relation to Performance.

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	Successful Tenderer	Executive/ VesCo	Shared Negotiable	Comment
Capital expenditure - Vessels			X	Procurement of vessels for the CHFS network will usually fall to VesCo. However, there is some scope for the Successful Operator to bring his own vessels to supplement the service specification services and/or to carry out refurbishment/improvement of VesCo vessels.
Capital expenditure - ports			X	Capital investment in relation to VesCo owned ports, harbours and shore facilities will usually fall to VesCo. However, there is scope for the successful tenderer to provide, at his own hand, equivalent facilities or to refurbish/improve VesCo facilities.
Costs related to TUPE			X	<p>Tenderers are required to bid as if TUPE applies and therefore subsidy will reflect this. Where TUPE is found, as a matter of law, not to apply the Executive will claw back, through the subsidy, any consequential savings to the Operator.</p> <p>Tenderers will wish to note that any errors in their bid costs will be their responsibility.</p>

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