

Swanage Town Council



Tender documents and Specification For Beach Seaweed removal and Raking Services

December 2020

Tender: Beach Seaweed removal and Raking Services

Swanage Town Council is seeking Tenders for the provision of beach seaweed removal and raking services of Swanage Main Beach and foreshore for a period of 3 years commencing on the 19th April 2021.

Information and Instructions for Tenders

Preliminaries

Employer

Swanage Town Council
Town Hall
High Street
Swanage
Dorset
BH19 2NZ

Employers Representative

Gail Percival
Operations Manager
Swanage Town Council
Town Hall
High Street
Swanage
Dorset
BH19 2NZ

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Form of Tender

Beach Seaweed removal and Raking Services

TO: Swanage Town Council

Sirs

I/We the undersigned having read the tender documentation as issued by Swanage Town Council and the specification therein and having examined all other documents, do hereby offer to supply the specified services at the following prices (exclusive of Value Added Tax):

Form of Tender Pricing schedule (N.B. prices are to be fixed for the three-year duration of the contract)	Cost £:p
Seaweed collection per gathering	
Beach Raking per session	
Additional items	

I/We further agree that this submission remains open for acceptance for three months (90 days) from the date fixed for the submission of quotations.

Dated this _____ day of _____ 2020

Name of authorised signatory of firm or company _____

In the capacity of _____

Signature _____

Full name and address of firm or company _____

Swanage Town Council does not bind itself to accept the lowest or any tender, nor will any Contractor tendering be reimbursed for any fees, costs or expenses incurred in the preparation or submission of his tender.

Swanage Town Council

ANTI-COLLUSION CERTIFICATE

1. We certify that this tender is made in good faith 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 and we will undertake that we will not before the award of any contract: -

- a. Communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- b. Enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted.
- c. Canvass any members of the Council or of any committee, either directly or indirectly with regard to this tender.
- d. Pay, give or offer to pay or give any sum of money or other 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, any act or thing of the sort described at a), b), or c) above.

2. We further certify that the principles described under 1. above have been, or will be, brought to the attention of all sub-contractors, suppliers, and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.

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

Dated this.....day of.....2020

Signature.....In capacity of.....

Duly authorised to sign tenders for and acknowledge the contents of the Anti-Collusion Certificate for and behalf of:-

Postal address.....

.....
.....

Telephone No.....

E-Mail.....

Information and Instructions for Tenderers

1. Introduction

- 1.1 Swanage Town Council (“the Council”) is seeking Tenders from suitably qualified and experienced persons to provide the services described in the Specification. This document explains some rules you need to follow when preparing your tender, tells you how to submit your tender and alerts you to some things to be aware of if you are awarded the contract. It also gives you some hints and tips to help you submit a successful bid.
- 1.2 If you do not follow the rules set out below, there is a risk your tender will be rejected.

2. Preparing your tender:

Rules you must follow:

- 2.1 Make sure your tender is completed legibly (either typed or in ink), in English, with all prices in Sterling (exclusive of VAT), and that it is signed and dated where required. If you need to make any amendments or corrections to your printed tender before you send it, you must initial these.
- 2.2 Your tender must tell us if you are registered for VAT and how this applies to the goods or services you are providing for us - for instance standard, reduced rate, zero, exempt or outside scope.
- 2.3 As part of your tender, you must provide (on headed paper) full contact details for the legal entity we would be contracting with including the name, registered address (and any alternative address for accounts etc), contact name and numbers, payment and banking details and e-mail and website addresses.
- 2.4 You must not alter any of our Invitation to Tender documents. The form of contract will be in accordance with the terms and conditions set out in section 6 of the tender document. Therefore, please don't include your own conditions of contract with your tender.
- 2.5 We publish details of successful bids as part of the Government's transparency agenda to show how public money is being spent. We may also be required to release details under the Freedom of Information Act 2000 if requested. For these reasons, please do not put general confidentiality clauses in your tender as we can only accept them in very exceptional and narrowly defined circumstances. If you do consider any information to be confidential, please clearly set it out in a separate schedule (along with your reasons).
- 2.6 Don't tell anyone what your tender price is (even approximately) before the contract is awarded. The only exceptions are when obtaining an insurance quote to include in

your tender or when seeking legal advice about the contract - on condition that you give this information in strict confidence.

- 2.7 Don't try to obtain information about anyone else's tender before the date of contract award or discuss with anyone else whether or not they should tender, or about their (or your) tender price. The only exception is where you are considering a joint or team bid - on condition that all suppliers involved in the discussions are named in your tender.
- 2.8 If you can see a different way of approaching the requirement to the one we have described in our specification, you can submit an "alternative" tender. But if you do this then you **must** also submit a separate "primary" tender based strictly on our original specification. You must fully price both options showing clearly how and where costs differ.
- 2.9 If you decide to join with other suppliers to submit a joint or team bid, be aware that (if successful) the group will need to nominate a lead partner who we can contract with. Alternatively, the group will need to form themselves into a single legal entity before the contract is awarded and you **must** provide an undertaking with your tender that the group is prepared to do this.

Important things to be aware of:

- 2.10 If we refer to an International, European or British Standard in our specification, you can offer an equivalent provided that it offers equivalent guarantees of safety, suitability and fitness for purpose to the one we specified.
- 2.11 The expense you incur in preparing this tender is a matter for your own commercial judgement. Be aware that exceptionally we may need to withdraw the tender invitation or re-invite tenders on the same or an alternative basis.
- 2.12 We reserve the right not to accept the lowest (or any) tender, or to accept any part of your tender without accepting the rest.
- 2.13 It is not the Council's policy to reimburse tendering costs.

Some hints and tips:

- 2.14 Please read the documents carefully and make sure you provide all the information we ask for. If you don't - at best you may lose valuable marks, at worst your tender might be disqualified as "non-compliant".
- 2.15 Pay attention to the evaluation criteria - these tell you what we are looking for. It's helpful if you can use the criteria headings to organise the information in your tender so that the evaluation team can immediately see that you have addressed them.
- 2.16 Please keep tenders brief and to the point - don't send lots of additional information. We don't award extra marks for expensive paper or glossy photographs and would prefer instead that you simply used less paper and printed on both sides of the page.

- 2.17 Make sure you properly explain how you propose to undertake the work. If you spot issues that need to be addressed or particular risks - cover these too (and tell us what you plan to do about them). This gives us confidence that you have understood our requirement and are capable of delivering it.
- 2.18 Please provide the price breakdown in the format we have requested.
- 2.19 Don't leave it until the last minute before sending your bid, even if you are using a courier. Unforeseen transport problems can result in your tender missing the deadline and being rejected.

3 Submitting your tender:

- 3.1 The process for submitting tenders is very tightly controlled to make sure everyone is treated equally. Unfortunately, this means that we cannot accept e-mailed tenders so you will need to send your tender by post or courier. The tender submission documents as set out in paragraph 3.3 below are to be returned in a sealed plain envelope using the form of label supplied. Your company's name must not be on the envelope or any other packaging or labelling (please make sure your courier is aware of this too).
- 3.2 The tender return date and time is **Noon Monday 21st December 2020** and you **must** make sure it is received by us before then. If the tender is delivered by hand you should ensure that you obtain a receipt from one of our officers. Be aware that late tenders will be rejected even if the reason for the delay is not your fault.
- 3.3 Your tender submission should include:
- A completed Form of Tender
 - A completed copy of the Tender Questionnaire with supporting financial information
 - A completed Anti-Collusion Certificate.
- 3.4 Your tender will remain open for acceptance for 3 months (90 calendar days) from the Tender Deadline.
- 3.5 If, having informed us that you intend to submit a tender, you subsequently decide not to do so, please let us know as soon as possible by sending an e-mail to the Town Clerk. It would be helpful to us to know your reasons but you don't have to tell us if you would prefer not to. Do not transfer these tender documents to anyone else without our prior, written agreement.

4. If your tender is successful...

Awarding the contract:

- 4.1 We will take into account the information provided by you in the tender along with pricing information any other information specifically related to the evaluation of

tenders that we have requested. The information will be evaluated against the following award criteria:

Criteria	Weighting
Economic and Financial standing	Pass or Fail
Price*	60
Seaweed Collection and Disposal (per load)	50
Beach Raking (per rake)	10
Quality	40
Methodology – how will the service be delivered?	20
Qualifications and relevant experience	10
Challenges – how will challenges be met and risk assessed?	10

* Please note that for the purposes of scoring the price section the maximum points will be awarded to the lowest price. Higher bids will score a lower percentage based on the variance from the lowest price. For example if a tender for beach raking is 10% more expensive than the lowest price, it will score 10% less in the scoring i.e. 40 points less 10% (4 points) = 36.

The Form of Tender provides space for suppliers to include prices for additional items. Any additional costs will lead to points being deducted from the total score. This will be calculated according to the percentage of those additional costs of a notional total annual contract price. That price will be calculated on the basis of 100 loads of seaweed and 25 beach rakings per annum. For example, if the notional annual contract price is calculated as £15,000, but there were additional costs of £1,500, then 10% of the total pricing points (i.e. 10% of 60 = 6 points) would be deducted from the points total for that tender.

- 4.2 If on checking the tender, we find arithmetical errors you will be told in writing and given the opportunity to amend your tender to rectify the error so that it is arithmetically correct, to confirm the tender as submitted or to withdraw the offer. The alteration of Tender rates is not permitted.
- 4.3 If you are successful, we will let you know, formally, in writing. It is currently envisaged that the decision will be taken at a Council meeting in January 2021, but this may be subject to change.
- 4.4 The successful tender, together with our written acceptance, shall form a binding agreement in the terms of the Contract Documents and, where there is any

discrepancy or difference between the Tender and the (other) Contract Documents, the Contract Documents shall prevail.

- 4.5 A Purchase Order number may either be issued with, or after, the award letter. You shouldn't start work until you have received a Purchase Order number or, as a minimum, been given the number by the Contract Officer.

5. If you are unhappy with the outcome...

- 5.1 You are entitled to feedback on your tender if you would like it.
- 5.2 If you have a complaint about our tender process please write to the Town Clerk as soon as possible and they will do their best to resolve it.

Tender for Beach Seaweed Removal and Raking Services at Swanage

Tender Questionnaire

Notes for completion

1. The “authority” means Swanage Town Council, or anyone acting on its behalf, in this procurement process.
2. “You”/ “Your” or “Supplier” means the body completing these questions **i.e. the legal entity tendering for the above contract**. The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. This Questionnaire has been designed to assess the suitability of a Supplier to deliver the authority’s contract requirement(s).
4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.
5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this section.
6. Please return a completed version of this document to:

Named procurement officer	Martin Ayres, Town Clerk
Name of contracting authority	Swanage Town Council
Contact e-mail address	m.ayres@swanage.gov.uk
Postal address	Town Hall, High Street, Swanage, Dorset BH19 2NZ
Deadline for receipt of Tender (UK date and time)	Noon Monday 21 st December 2020

Verification of Information Provided

8. Whilst reserving the right to request information at any time throughout the procurement process, the authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements the authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

Sub-contracting arrangements

8. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
9. The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Confidentiality

10. When providing details of contracts in answering section 6 of this Questionnaire (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
11. The authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
12. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

1 - Supplier information

1.1 Supplier details	Answer	
Full name of the Supplier		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

1.2 Bidding model	
Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes

1.3 Contact details	
Supplier contact details for enquiries about this Questionnaire	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p>
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p>

2 - Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered "yes" to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?		Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
(a)	conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy		

	relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b)	corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c)	the common law offence of bribery;		
(d)	bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e)	any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i)	the offence of cheating the Revenue;		
(ii)	the offence of conspiracy to defraud;		
(iii)	fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv)	fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v)	fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi)	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		

(vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix)	the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f)	any offence listed—		
(i)	in section 41 of the Counter Terrorism Act 2008; or		
(ii)	in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g)	any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h)	money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j)	an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k)	an offence under section 59A of the Sexual Offences Act 2003;		
(l)	an offence under section 71 of the Coroners and Justice Act 2009;		

(m)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n)	any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i)	as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii)	created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<u>Non-payment of taxes</u> 2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions? If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?			

3. Grounds for discretionary exclusion – Part 1

The authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour		

	law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b)	your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c)	your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d)	your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e)	your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f)	the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g)	your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h)	your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or		

(ii)	has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or		
(i)	your organisation has undertaken to		
(i)	unduly influence the decision-making process of the contracting authority, or		
(ii)	obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j)	your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Questionnaire. The authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

‘Self-cleaning’

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

4. Grounds for discretionary exclusion – Part 2

The authority reserves the right to use its discretion to exclude a Supplier where it can demonstrate the Supplier’s non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the authority has indicated that the contract is over £5million in value, and the authority is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under

any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

- (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking 'X' in the relevant box).

4.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2	Been found to be incorrect as a result of: <ul style="list-style-type: none"> ▪ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or ▪ A Tax Authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or ▪ the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. 	<input type="checkbox"/> Yes <input type="checkbox"/> No

If answering "Yes" to either 4.1 or 4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the authority to take into consideration. This could include, for example:

- Corrective action undertaken by the Supplier to date;
- Planned corrective action to be taken;
- Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or

- Changes in financial, accounting, audit or management procedures since the OONC.

In order that the authority can consider any factors raised by the Supplier, the following information should be provided:

- A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign Tax Authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc.
- Where the OONC relates to a DOTAS, the number of the relevant scheme
- The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended.
- The level of any penalty or criminal conviction applied.

5 - Economic and Financial Standing

	Financial information	
5.1	Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an ‘X’ in the relevant box.	
	(a) A copy of the audited accounts for the most recent two years	
	(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation	
	(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position	
	(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
5.2	Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name of the organisation		
Relationship to the Supplier completing the Questionnaire		
<p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?)</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

6 – Technical and Professional Ability

	Relevant experience and contract examples
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the authority's requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years, and VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>

		Contract 1	Contract 2	Contract 3
6.1	Name of customer organisation			
6.2	Point of contact in customer organisation Position in the organisation E-mail address			
6.3	Contract start date Contract completion date Estimated Contract Value			
6.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.			
6.5	If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.			

7. Additional modules

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

A – Project specific questions to assess Technical and Professional Ability

There are no further project specific questions.

B - Insurance

1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5 million Public Liability Insurance = £10 million Professional Indemnity Insurance = £2 million Contractor's Insurance = £10 million</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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C – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

D - Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

E - Health and Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	The authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8 - Declaration

	<p>I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... (Insert name of Supplier).</p> <p>I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.</p> <p>I also declare that there is no conflict of interest in relation to the authority's requirement.</p> <p>The following appendices form part of our submission;</p>	
	Section of Questionnaire	Appendix number
	QUESTIONNAIRE COMPLETED BY	
8.1	Name	
8.2	Role in organisation	
8.3	Date	
8.4	Signature	

Template for Appendices

Appendix Number -
Questionnaire section -
Question number -

Specification For Beach Seaweed removal and Raking Services Services

Introduction

Seaweed is an important part of the coastal and ocean ecosystem. Even when seaweed washes ashore, it continues to serve important purposes in providing a place where sand collects to help build beaches and dunes, nutrients for coastal systems, and areas for animals to forage and find shelter. Accumulations of seaweed on beaches, can cause management challenges, particularly in warmer weather when the materials decay and cause odour problems.

Swanage is prone to a combination of easterly winds combined with strong currents during storm and weather events can result in a large amount of seaweed material being washed up on the beach, referred to as seaweed blooms, which become a nuisance during periods of warm weather when seaweed decays and produces odours and attracts flies and their larvae. If not removed it can reduce beach access for recreational activities.

Tenderers are recommended to visit the site and must, before tendering, fully satisfy themselves regarding local conditions, accessibility of the area, the full extent and character of the operation, the nature of the layout, the supply and local conditions and restrictions likely to affect labour, materials and equipment required in the execution of the contract. No extras will be allowed on account of any omission or error arising from the lack of such knowledge.

The Council owns part of the beach (as shown on the attached diagrams, highlighted in yellow) and considers it to be a great asset, providing an important outlet for recreational use, and supporting the local economy. Swanage beach is a particularly significant part of Swanage's natural infrastructure and one of the main reasons why people choose to come

to Swanage for their holidays. It is of fundamental importance that the beach is maintained to the highest standards in order to underpin the local economy, and seaweed removal also forms part of the Council's Blue Flag Award submission each year.

Commencement of works

The Contractor will be required to undertake seaweed removal and raking operations at short notice, if and when required to do so, during the months of June/July/August and September. And possibly during other months dependent on weather conditions and tidal flows.

Site Visit

In order to arrange a site visit contact must be made with Gail Percival – Operations Manager

Tel: 01929 766034 and 07511 166866

Statutory Requirements

Although routine removal of seaweed from sandy beaches is permitted by Natural England, there are very strict guidelines in place to manage this. The Contractor is to comply with the relevant legislation as listed below:

- Wildlife and Countryside Act 1981 as amended by the Countryside and Rights of Way Act 2000 and the Natural Environment and Rural Communities Act 2006
- Marine and Coastal Access Act 2009
- Marine Licensing (Exempted Activities) Order 2011
- The Conservation of Habitats and Species Regulations 2010 (as amended)
The Offshore Marine Conservation (Natural Habitats, & C.) Regulations 2007 (as amended)
- Natural Environment and Rural Communities (NERC) Act (2006)
- Management of Health and Safety at Work Regulations 1999
- Health and Safety at Work Act 1974

Specification

The Contractor shall be required to remove accumulations of seaweed deposited on the wrack line (*the area where items from the sea are deposited on the shore between high and low tides*) and undertake raking to the entire length and width of Swanage Town Council owned beach, when required to do so, weather and/or environmental conditions

permitting. The areas to be cleaned and raked are outlined in yellow on the maps attached to the end of this specification.

Cleaning and maintaining includes the removal of seaweed, raking, levelling and cavity filling. Beach operations may be influenced by tides, which can have an effect on the timing and work schedule.

The Contractor shall be responsible for the mobilisation and demobilisation of all labour, materials and equipment when required to do so. No site provision for storage of equipment or tools is available.

The Contractor shall plan the work and carry it out with minimum interference to the operation of existing facilities and beach users. Prior to starting any work, the Contractor shall confer with the Operations Manager in the first instance.

It may be necessary to perform certain tasks outside normal working hours or phased cleaning of the beach in order to avoid undesirable conditions. The Contractor shall undertake these works at such time and at no additional cost to the agreed rates.

Proper disposal of seaweed shall be the contractor's responsibility. All debris, rubbish and seaweed removed from the beach shall be properly disposed of and a statement of disposal procedures submitted as part of this tender or if disposed of at an approved landfill site. The Contractor shall provide copies of all dump landfill site tickets should this be the case.

All cleaning and raking operations MUST be completed by 10:00 a.m.

The Contractor shall on a daily basis determine the appropriate equipment to optimise the organic and non-organic debris removal.

The Contractor shall use mechanical equipment with trailing rake or similar to remove deposited seaweed and debris by raking the top layer of beach sand, for disposal. The removal of beach sand shall be minimised.

After seaweed removal is completed the Contractor shall make multiple passes as necessary, using a scrape blade to leave a graded well-groomed surface, free from major tyre tracks and ruts.

The Contractor shall utilise manual methods to remove remaining debris and use hand rakes as necessary to enhance the cleaned beach surface. No seaweed is to be left exposed on the cleaned beach after cleaning.

The Contractor shall ensure that when traversing the groynes with machinery/plant, sufficient sand is ramped up against the groynes to prevent damage to the structure.

The Contractor is to provide a full detailed Risk Assessment and method statement for all working practices undertaken during the clearing operations.

The Contractor is to demonstrate competency of all staff operating mechanical machinery and plant and meet all the necessary Work and Safety Regulations 2012. Safe operating

working method statements are required. Refuelling of vehicles/plant is not permitted on the beach and foreshore.

Vehicle warning devices (Flashing warning lights/horn) are to be switched on and evident during all cleaning operations.

The Contractor shall provide and display safety signage and provide additional banksmen when required, when undertaking cleaning operations.

The Contractor shall not change the existing grade of the beach without prior permission from the Operations Manager.

The Contractor shall not bury or mix seaweed with sand, or place any seaweed or rubbish into the water.

The Contractor shall maintain all necessary permits and licences and shall comply with all current Health and Safety laws, and regulations.

Procedure for removal of seaweed

The removal of seaweed is possibly the most hazardous part of the cleaning operation to be undertaken. Due to the combination of large machinery/plant, lorries, confined areas, and members of the public in such areas there is a very high-risk factor. Therefore, close communication will need to be established between the operators of plant clearing machinery and the safety banksman.

Meticulous attention must be given to the siting of safety signage and barriers/safety tape, and be continually checked. The Contractor should consider exclusion zones during clearance operation.

In order to minimise the risk of injury to beach users the beach is to be cleared of seaweed and raked in three sections.

The beach from the Mowlem slipway to the Outfall Jetty, Victoria Avenue: Seaweed is to be collected and stored for removal at the following locations, Mowlem Slipway or Victoria Avenue (Clock shelter) as shown on the attached plan. Piled debris/seaweed must be removed from the beach no later than 10:00 a.m.

The section of beach from Victoria Avenue (clock shelter) to the outfall at Ocean bay can only be cleared in one operation as there is only one load point for the removal of seaweed, which is the Victoria Avenue (clock shelter). Therefore, machinery/plant will need to traverse the full length of this section of beach either around or over the groynes.

Monkey beach requires separate access in a different location for clearing of seaweed as per map attached.

Signage is to be displayed and additional banksmen/signallers are to be present during cleaning operations, with the public kept away at all times during the removal operation.

On-site staging spoil areas are for the gathering of the wrack/materials, prior to loading and hauling. Under no circumstance is piled wrack/materials to remain on the beach during the day.

Safety clothing

The Contractor is to ensure that all staff are equipped correctly with the necessary PPE and that Hi Viz clothing is worn at all time during the clearing operations.

Safety and Environmental Protection Issues Hazardous materials and suspicious items

The Contractor is to be aware of the need to provide:

Method statements illustrating how working practices will be undertaken during the clearing operations.

Demonstrate compliance with Health and Safety Regulations, COSHH assessments (Control of Substances Hazardous to Health Certificates of competence (such as operator's licences for machinery)

A suitable sharps procedure must be in place and detailed in the Risk Assessments for the disposal of any needles or similar items which may be found.

The Contractor is not to move any animal carcasses, dead or dying, these should be reported to Defra and the Operations Manager as soon as possible.

England: Defra Rural Services Helpline

Call the Defra Rural Services Helpline on 03000 200 301 to report suspicion of disease in animals and for advice and guidance on animal health and welfare services.

The Helpline is open Monday to Friday, 8.30am to 5pm. There is an out of hours facility on the same number for reporting suspicion of disease in animals.

There have been past instances of old live munitions from the Second World War found in the vicinity of Swanage Beach. If anything, such as described is suspected to have been uncovered or any suspicious looking item or package is found it is vital to phone the emergency services as soon as practicably possible. 999 is the official emergency number for the United Kingdom, and offer access to the

Police - Ambulance service - Fire Brigade - Coastguard

There is also a possibility for debris to be washed up from old sea defences or other structures which can be large, heavy and potentially dangerous and must be removed as part of the contract.

Any lost property found can be handed in to the Tourist Information Centre, located on Shore Road, or the Police as appropriate.

Swanage Town Council
Terms & Conditions of Purchase of Goods and Services
February 2018

1. Definitions

- (a) The **Buyer** means Swanage Town Council.
- (b) The **Supplier** means the person to whom an Order for the goods or services was addressed.
- (c) The **Goods** means goods or services as specified by the Buyer on or before the date of an Order.
- (d) The **Order** shall mean any purchase Order placed by the Buyer under which the Supplier agrees to provide goods or services to the Buyer.
- (e) The **Price** means the Price for the Goods or Services, excluding carriage, packing, insurance and VAT.

2. General Conditions

All written communications to the Council concerning the “Terms and Conditions” must be addressed to the Contracts Officer, Swanage Town Council, Town Hall, High Street, Swanage, Dorset. BH19 2NZ.

3. Supplier Obligations

The Goods will be in conformity with the specifications, drawings, samples or other descriptions of the Goods and be fit for purpose as expressly made known to the Buyer or included in an Order.

The Goods will be of satisfactory quality within the meaning of the Sale and Supply of Goods Act 1994 and other related legislation and free from defects in material or workmanship.

The Supplier shall supply the Goods or perform the Services using reasonable skill and care using suitably qualified personnel in accordance with generally accepted industry standards and practice.

The Supplier warrants to the Buyer that he has good title to the Goods and that the title to the Goods shall pass to the Buyer when the Goods have been accepted by the Buyer.

The Supplier shall not be in default in the payment of any taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material effect on its business, assets or financial condition as at the date of any Order.

4. Order

The Council will issue a numbered Order in respect of the Goods required and this number must be quoted on the delivery note, invoice or any correspondence with the Council.

If the Council has not issued an Order for the supply of Goods then the Council may not recognize that a contractual relationship exists.

The Supplier should not, under normal circumstances, supply the Council with Goods without first being in possession of an appropriate Order.

5. Assignment and sub-contracting

(a) The Supplier shall not transfer, assign or sub-contract directly or indirectly to any persons any portion of an order without the prior written consent of the Buyer.

(b) Sub-contracting any part of an order will not relieve the Seller of any obligation or duty attributable to the Supplier under an order.

(c) The Supplier shall be responsible for the acts and omissions of the sub-contractor.

6. Prices

The Prices stated in an Order are fixed unless specifically stated otherwise.

Unless otherwise agreed or stated on an official Order or tender documents, payment will be made within 30 days of receipt and agreement of a valid tax invoice, or on receipt of the service/goods, whichever is the latter. Value Added Tax, where applicable, shall be shown separately on all invoices as strictly net extra charge.

7. Delivery.

(a) The Goods should be accompanied by a delivery note stating an Order number and a description of the Goods. This shall be deemed conclusive evidence of the Supplier's acceptance of these Terms and Conditions.

(b) Delivery shall be free of charge unless otherwise agreed and specified on an Order.

(c) The Goods must be delivered to the address and, where specified, on the date and at the time stated in the Order.

(d) The property and risk in the goods shall remain with the Supplier until they are delivered at the point specified in the Order in a proper condition.

8. Non-Delivery

If the Seller does not deliver the Goods or any part thereof within the time, where specified on the Order then without prejudice to any other remedy, the Buyer shall be entitled to:

(a) terminate the Order; and

(b) purchase other Goods of the same or similar description, and

(c) recover from the Seller the amount by which the cost of purchasing other Goods exceeds the Price which would have been payable to the Seller in respect of the Goods.

(d) We may also return for full credit and at your expense any Goods that in our opinion cannot be used owing to this cancellation.

9. Damage in Transit

Any Goods lost or damaged in transit shall be repaired or replaced by the Supplier at the Supplier's expense and to the Buyer's satisfaction. Delivery shall not be deemed to have taken place until restoration has taken place to the satisfaction of the Buyer or replacement Goods have been accepted.

In the event that there shall be any loss, damage or disruption to the Buyer's property or business arising in connection with the delivery or non-delivery of the Goods the Supplier shall pay to the Buyer such sum as shall be certified by the Buyer to be the value of such loss, damage or disruption.

10. Rejection

If any of the Goods or part of the Goods or the packages containing the same do not comply in every respect with any term of an Order including quantity, quality or description, the Buyer shall be entitled to reject those goods or any part of them after delivery irrespective of whether the Buyer has accepted them. Any acceptance of such goods by the Buyer shall be without prejudice to any rights that the Buyer may have against the Supplier. The Buyer shall be entitled to return any rejected goods, carriage forward, to the Supplier at the risk of the Supplier.

11. Invoices

Invoices should quote an Order number and be addressed to the Contracts Officer, Swanage Town Council, Town Hall, High Street, Swanage, Dorset. BH19 2NZ. Failure to quote an Order number will result in your invoice being returned and will delay payment of the invoice.

Failure to correctly address an Invoice or e-mail may delay payment.

Invoices should include a full and proper description of the Goods and costs.

12. Payment

Subject to the Supplier having met all his obligations including submission of an invoice in accordance with Clause 11 the Buyer shall pay for the Goods within 30 days of receipt of a valid invoice from the Supplier. All payments shall be made in sterling unless otherwise stated.

The Buyer shall inform the Supplier of any reason why payment may be delayed.

13. Variations

Neither the Buyer nor the Supplier shall be bound by any variation, waiver of, or addition to these Terms and Conditions except as agreed by both parties in writing.

14. Notices

Any notice to the Supplier shall be deemed to be served if given or left in writing at the usual or last place of abode or business, or e-mailed to them (confirmed in writing). Proof of postage of any notice to the Supplier at the usual or last place of abode or business or a copy of an e-mail shall be sufficient evidence.

15. Waivers

No waiver of a breach of any provision of an order shall constitute a waiver of any other breach of such provision.

16. Cancellation

The Council upon giving the Supplier notice in writing may cancel an Order at any time. A fair and reasonable Price will be paid for all work in progress at the time of cancellation, provided all such work is delivered to, and/or performed for the Council and is accepted as described in these Terms and Conditions. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

17. Insolvency and bankruptcy

If the Supplier becomes insolvent or bankrupt or makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction), the Council may, without prejudice to any other of its rights, terminate an Order forthwith by notice to the Supplier or any person in whom an Order may have become vested.

18. Settlement of Disputes

If a dispute arises in connection with any aspect of this Contract, the parties will negotiate in good faith in an attempt to come to an agreement in relation to the disputed matter.

Any dispute which cannot be resolved between officers of the parties will be referred simultaneously to senior officers of the parties.

If the dispute cannot be resolved by agreement within a reasonable time, the dispute may be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. The arbitrator's costs will be borne as the arbitrator specifies or in default equally by the parties.

The award of such arbitrator shall be final and binding on the parties.

19. Severance

If any part of this Contract becomes invalid, illegal or unenforceable, the parties shall negotiate in good faith in Order to agree the terms of a mutually satisfactory provision to be substituted which gives effect to their original intentions.

20. Health & Safety

The Supplier shall ensure that it meets the requirements of an Order in accordance with the standards required by the Health and Safety at Work Act 1974 and will make its health and safety policy available to the Buyer on request.

All Legal requirements of the UK, EU, and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous goods shall be observed.

21. Corruption

If the Seller or his employees servants or agents whether with or without the Seller's knowledge commits an offence under the Bribery Act 2010 or Section 117 of the Local Government Act 1972 the Buyer will be entitled to terminate an Order with immediate effect and recover any resulting losses from the Seller.

22. Liability and Indemnity

The Supplier shall make good free of charge to the Council any loss of or damage to or defect in the Goods where notice is given by the Council in compliance with this condition provided that the Council shall not in any event claim damages in respect of losses incurred.

The Supplier will indemnify the Council against any loss, actions, costs, claims, demands, expenses and liabilities whatsoever which the Council may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss, damage or destruction of property, attributable to any Goods supplied by, or services performed by, the Supplier.

The Supplier shall comply with all statutes regulations Orders and byelaws to be observed and performed in connection with the Goods including any statutory requirements affecting the Council, and shall indemnify the Council accordingly against any claims, losses, penalty or damage caused by non-compliance with the same.

23. Insurance

The Supplier shall hold a valid policy or policies of appropriate insurance cover in respect of any obligations or potential liabilities arising out of meeting the requirements of an Order. Details of the policies together with evidence that they are currently in force must be provided to the Buyer upon reasonable request.

The terms of the insurance or the amount of cover shall not relieve the Supplier of any liabilities under this order and these Terms & conditions.

24. Intellectual Property Rights

The Buyer shall retain ownership and all intellectual property rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns models, designs or other material made available to the Supplier in connection with this Contract.

25. Data Protection

Both parties will observe all their obligations under the Data Protection Act 1998 which arise in connection with this Contract.

26. Freedom of Information

The Seller acknowledges that the Buyer is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (EIR), and shall assist and co-operate with the Buyer (at the Seller's expense) to enable the Buyer to comply with its information disclosure requirements.

27. Criminal Records Bureau

If an Order requires the Supplier's personnel to work on duties involving contact with and / or access to records on children or other vulnerable members of society, the Supplier may be in a position which requires satisfactory CRB clearance and in those circumstances must comply with the Buyer's relevant policies.

28. Discrimination

The Supplier shall not unlawfully discriminate either directly or indirectly in the provision of the Goods Ordered or in its employment practices on such grounds as race or ethnic origin, disability, gender, sexual orientation, age, religion or belief.

The Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, and the Equality Act 2010 or any other relevant legislation.

29. Agency

The Supplier is not and shall in no circumstances imply that it is acting as a servant or agent of the Council.

30. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control.

31. Rights of Third Parties

A person who is not a party to an order shall not have any right to enforce any Terms or Conditions in relation to an Order which expressly or by implication confers a benefit on them without the prior written agreement of both parties (Contracts (Rights of Third Parties) Act 1999).

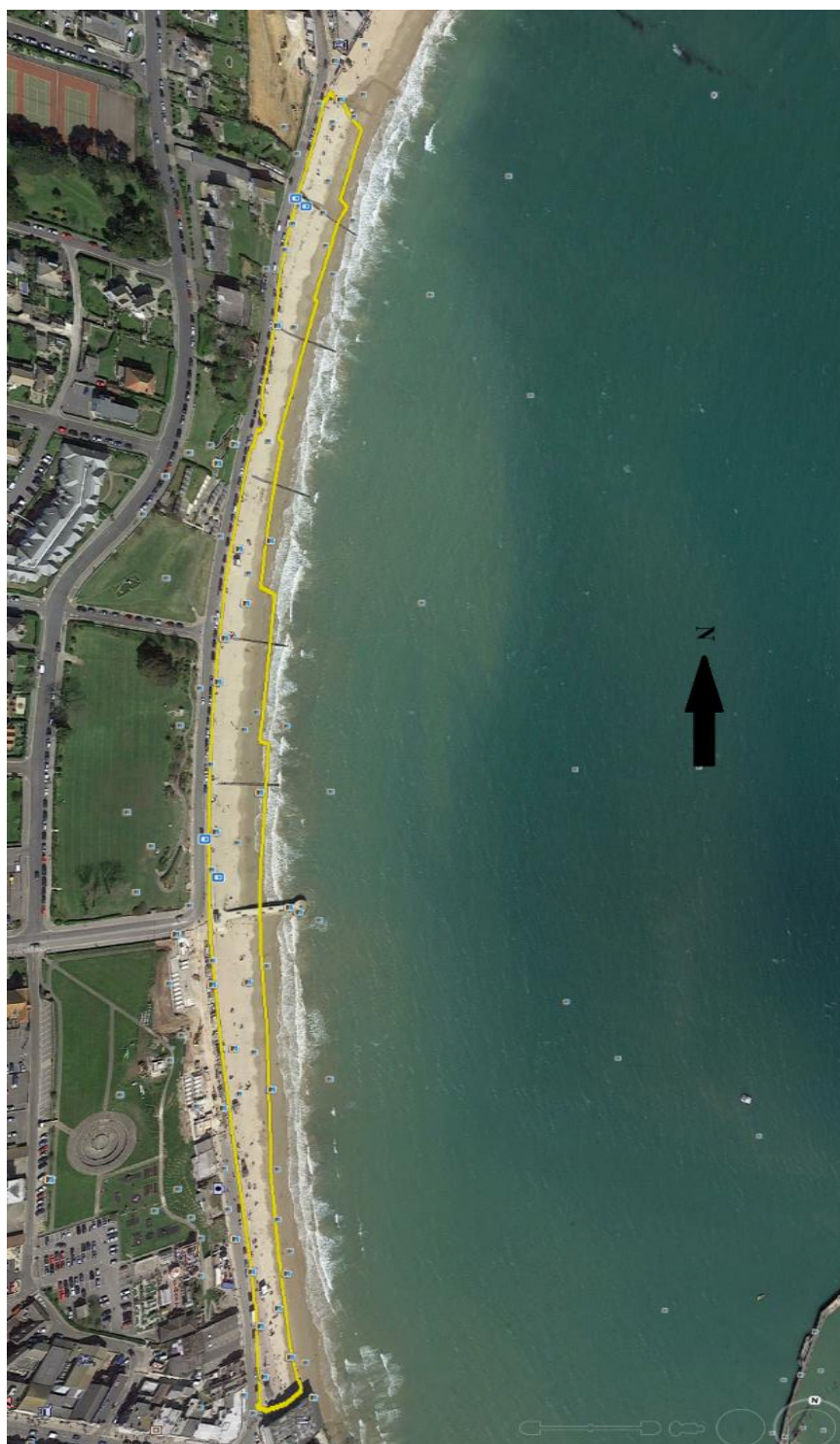
32. Law

The Order and these Terms and Conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

33. Prevention and Detection of Fraud

The authority has a duty to protect public funds, and may use data it holds about suppliers to match against other records it holds or with other bodies administering public funds for the prevention and detection of fraud.

Swanage Town Council Main Beach Ownership

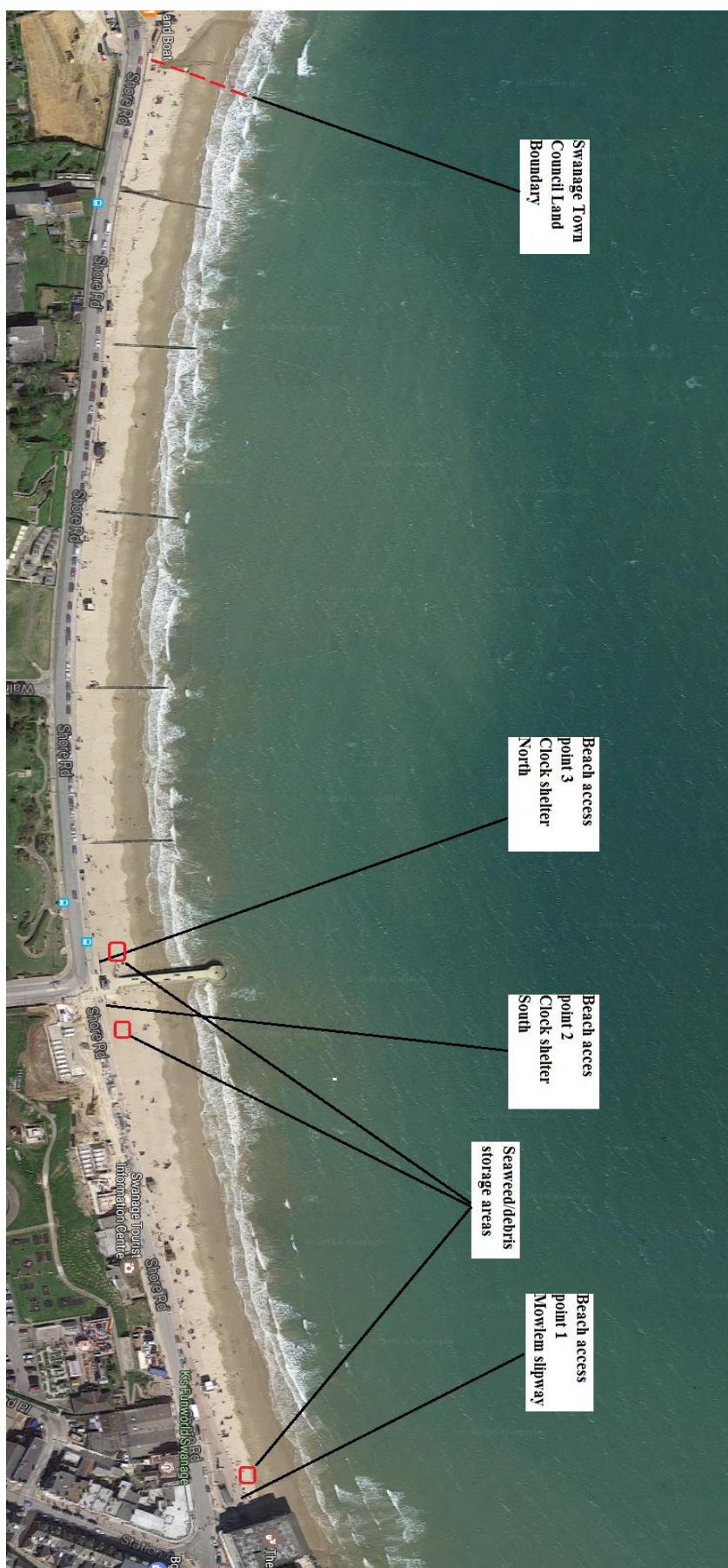


Swanage Town Council land ownership around Monkey Beach and the Stone Jetty



Swanage Town Council low water ownership, please note – We are only concerned with the beach up to our main beach ownership in the Northerly direction. Also, the Southern end is included in the tender and goes further than the Main Beach Ownership in the first picture

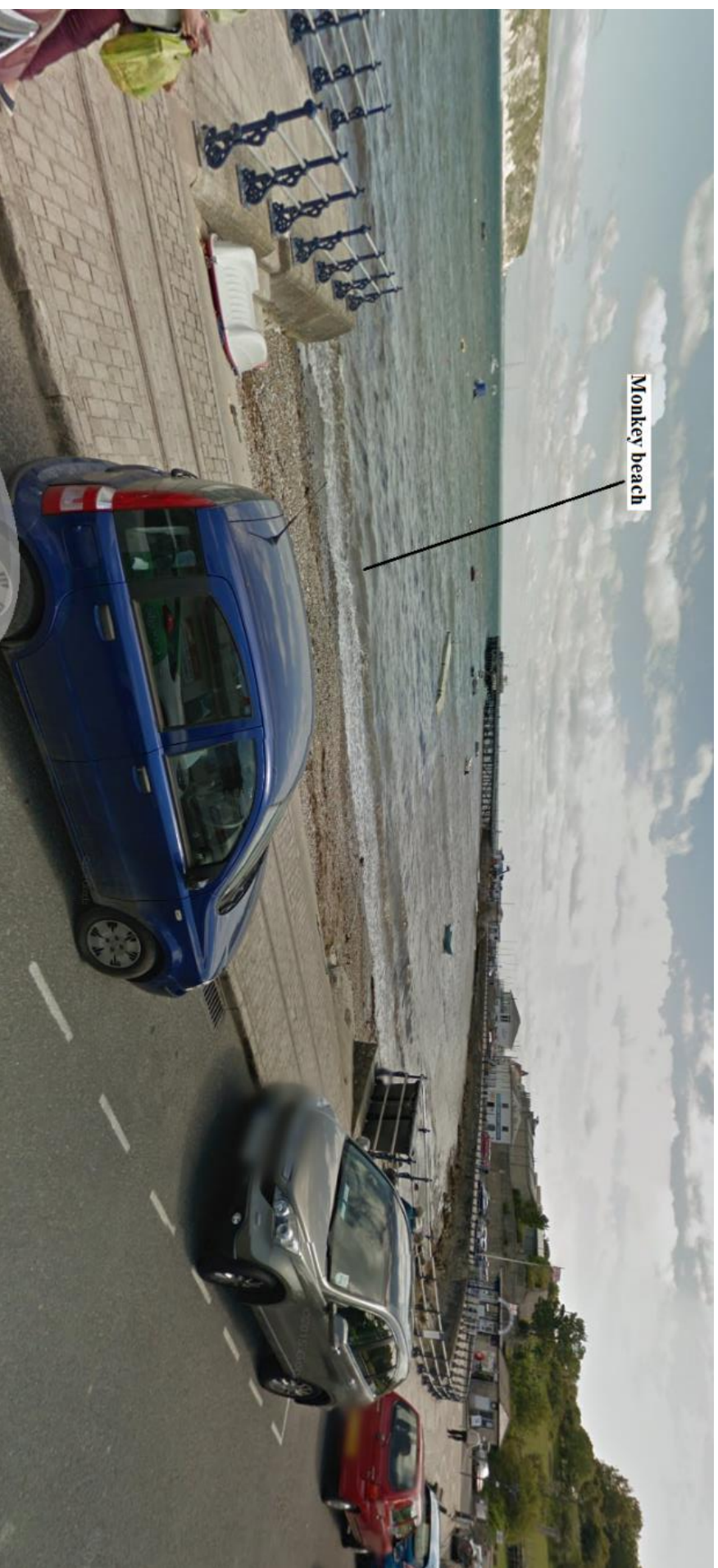












Seaweed Clearance and Beach Raking Tender

To be delivered by Noon Monday 21st December
2020

**THE CLERK TO THE COUNCIL
SWANAGE TOWN COUNCIL**

TOWN HALL

HIGH STREET

SWANAGE

DORSET

BH19 2NZ