

**Bearsted Parish Council**

Madginford Hall

Bearsted

Kent

ME15 8LH

01622 630165

clerk@bearstedparishcouncil.gov.uk

Invitation to Tender

Church Lane car park – drainage and soakaways

Site Address: Church Lane, Bearsted, Kent ME14 4BS

Issue Date: 22nd September 2025

Closing Date: 20th October 2025

Invitation to Tender

Church Lane car park – drainage and soakaways

Bearsted Parish Council are seeking bids to carry out the required installation of three drainage soakaways to alleviate flooding downstream. In accordance with the specification.

Contact Details and Timetable

Joanne Upton will be your contact for any questions linked to the content of the tender or the process. Please submit any clarification questions via email.

The tender and queries must be sent via email to:

**Joanne Upton at** **clerk@bearstedparishcouncil.gov.uk**

|  |  |
| --- | --- |
| Action | Date |
| Date of issue of ITT | **22nd September 25 at 10:00** |
| Deadline for clarifications questions | 6th October 25 by 17:00 |
| Deadline for receipt of Quotation | **20th October 25 by 17:00** |
| Evaluation | 21st October – 14th November 25 |
| Notification of Contract award | 17th November 25 |
| Standstill period | 17th – 27th November 25 |
| Period of Contract | 4 weeks maximum |
| Intended Contract Start Date | 2nd March 2026 |

When returning your tender please ensure that:

* All documentation is properly completed and enclosed with your tender.
* The deadline by which the tender must be returned is complied with.

Section 1: General Information

Glossary

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender shall have the following meanings (to be interpreted in the singular or plural as the context requires):

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|  |  |
| “Authority” | means Bearsted Parish Council who is the Contracting Authority.  |
| “Contract” | means the contract to be entered into by the Authority and the successful supplier. |
| “Response” | means the information submitted by a supplier in response to the ITT. |
| “ITT” | means this Invitation to Tender and all related documents published by the Authority and made available to suppliers. |

Conditions applying to the ITT

You should examine your Response and related documents ensuring it is complete and in accordance with the stated instructions prior to submission.

Your Response must contain sufficient information to enable the Authority to evaluate it fairly and effectively. You should ensure that you have prepared your Response fully and accurately and that prices quoted are arithmetically correct for the units stated.

By submitting a Response, you, the supplier, are deemed to accept the terms and conditions provided in the ITT. Confirmation of this is required.

Failure to comply with the instructions set out in the ITT may result in the supplier’s exclusion from this Tender process.

Acceptance of Quotations

By issuing this ITT the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a Tender.

Costs

The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your Tender, even if the Authority amends or terminates the procurement process.

Self-Declaration and Mandatory Requirements

The ITT includes a self-declaration response which covers basic information about the supplier, as well as any grounds for exclusion. If you do not comply with them, your quotation will not be evaluated.

Any mandatory requirements will be set out in Section 2, Specification of Requirements and, if you do not comply with them, your quotation will not be evaluated.

Clarifications

Any request for clarification regarding the ITT and supporting documentation must be submitted via email no later than the deadline for clarifications set out in the timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.

The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all suppliers via email unless deemed commercially sensitive.

If a supplier believes that a request for clarification is commercially sensitive, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:

* the clarification and response are not commercially sensitive; and
* all suppliers may benefit from its disclosure,

then the Authority will notify the supplier (via email), and the supplier will have an opportunity to withdraw the request for clarification by sending a further message requesting the withdrawal of the clarification request. If not withdrawn by the supplier within 2 working days of the Authority’s notification, the Authority may publish the clarification request and its response to all suppliers and the Authority shall not be liable to the supplier for any consequences of such publication.

The Authority reserves the right to seek clarification of any aspect of a Tender and/or provide additional information during the evaluation phase to carry out a fair evaluation. Where the Authority seeks clarification on any aspect of the Tender, the supplier must respond within the timeframe requested by the Authority.

Amendments

The Authority may amend the ITT at any time prior to the deadline for receipt. If it amends the ITT the Authority will notify you via email.

Suppliers may modify their Tender prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.

Suppliers may withdraw their quotations at any time by submitting a notice via the email to the named contact.

Conditions of Contract

Contract start – The successful applicant must be ready to start on the day indicated and ensure all relevant personnel are available for that start date.

Risks – The Contractor will take on all risks associated with adverse physical conditions, without recourse to claims for additional costs.

Suppliers should note that the Tender provided by the successful bidder will form part of the Contract.

Prices

Prices must be submitted in £ sterling, exclusive of VAT.

Disclosure

As a Local Authority we adhere to the Governments policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

The Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which provide a public right of access to information held by public bodies. In accordance with these two statutes, the Authority may be required to disclose information contained in your Tender to any person who submits a request for information pursuant to those statutes.

Further to the Government’s Procurement Act 2023, all UK Government organisations must advertise on Find a Tender in accordance with the following publication thresholds:

* Central Contracting Authority’s: £12,000
* Sub Central Contracting Authority’s and NHS Trusts: £30,000

For the purpose of this ITT the Authority is classified as a Sub Central Contracting Authority with a publication threshold of '£30,000' inclusive of VAT.

As this opportunity is advertised via Find a Tender, we are obliged to publish details of the awarded contract including who has won the contract, the contract value, and indicate whether the winning supplier is a small and medium-sized enterprise (“SMEs”) or voluntary organisation or charity. A copy of the contract must also be published with confidential information redacted.

By submitting a Response, you consent to these terms as part of the procurement process.

Disclaimers

Whilst the information in this ITT and any supporting information referred to herein or provided to you by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

The Authority does not:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT;
* accept any liability for the information contained in the ITT or for the fairness, accuracy or completeness of that information; or
* accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any supplier considering entering into a contractual relationship with the Authority following receipt of the ITT should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

Insurance Levels

The Authority’s minimum requirement for Employer’s Liability Insurance is £5 million (Five Million Pounds).

The Authority’s minimum requirement for Public Liability Insurance is £10 million (Ten Million Pounds).

Tenderers must include with their tenders a statement undertaking responsibility for dealing with third party claims, or parts of such claims, within the excess amount. Insurance provisions containing EXCESS SUMS (that being the portion of each claim for which, or below which, the insurer is not liable) of more than £1,000 will NOT be approved.

Protection of Personal Data

In order to comply with the UK General Data Protection Regulation and the Data Protection Act 2018 the supplier must agree to the following:

You must only process any personal data in strict accordance with instructions from the Authority.

* You must ensure that all the personal data that we disclose to you, or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

For the purposes of the Regulations the Authority is the data processor.

For information on how Bearsted Parish Council process your data, please see our privacy policy: [www.bearstedparishcouncil.gov.uk/privacy-policy](http://www.bearstedparishcouncil.gov.uk/privacy-policy)

Equality, Diversity & Inclusion (EDI)

The Authority is striving to create a diverse and inclusive working environment where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living. The Service Provider is expected to respect this commitment in all dealings with the Authority staff and service users.

Suppliers are expected to:

* support Defra group to achieve its Public Sector Equality Duty as defined by the Equality Act 2010, and to support delivery of [Defra group’s Equality & Diversity Strategy](https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024).
* meet the standards set out in the [Government’s Supplier Code of Conduct](https://www.gov.uk/government/publications/supplier-code-of-conduct)
* work with Defra group to ensure equality, diversity and inclusion impacts are addressed (positive and negative) in the goods, services and works we procure, barriers are removed and opportunities realised.

Sustainable Procurement

Addressing global sustainability impacts and realising additional community benefits within commercial activity is core to Defra group’s approach, working with its supply chain is key to achieving sustainable outcomes. In addition to supporting Defra group to meet its outcomes we look to understand and reduce negative sustainability impacts associated with our commercial activity and realise benefits.

The Authority encourages its suppliers to share these values, work to address negative impacts and realise opportunities, measure performance and success.

Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the Goods, Services and works procured on the Authority’s behalf.

Section 2: The Invitation

Specification of Requirements

Document 1 – Summary Report.

Document 2 – Bill of Quantities and Schedule of Works.

Document 3 – Drainage Layout (drawing no. 16179-01).

Document 4 – Drainage details/specification. (drawing no. 16179-02)

Document 5 – Civil Works Specification.

Working Hours

Work will only take place on site Monday to Friday between the hours of 8am and 5pm.

Contract Date

The works is expected to take place in March 2026 and take no longer than 4 weeks to complete. Dates will be confirmed with the successful contractor.

Utility Services on site

Location, marking and protection of all services is the responsibility of the contractor. This must include all necessary enquiries and permissions that may be required to execute the works and for any relocation work resulting from those enquiries, plus reinstatement and re-commissioning. There is no information available, thus the contractor must check on site and assume that services may be encountered.

Payment

The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number.

It is anticipated that this contract will be awarded for a period of 4 weeks to end no later than 27/03/26. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

Please note that the principles governing public procurement require that, as far as is reasonably possible, payments for goods and services are made after provision. Therefore, any indication of a pricing strategy within a tender which provides for substantial payments at the outset of the contract will be examined carefully to decide whether or not a tender in such form can be accepted. If in the opinion of the Authority such substantial early payments appear excessive in relation to the requirements of the contract, the Authority reserves the right to require a tenderer to spread such proportion of the costs as are considered excessive over the duration of the contract. The Authority reserves the right to reject the lowest or any tender where, in the opinion of the Authority, early payments are excessive.

Consideration of ITT Submissions

Please note that when evaluating the ITT, the Authority will take into account whether

all the requirements of the ITT documentation have been met such as whether all

documentation requested has been included with the submission. Organisations may

be asked to clarify their answers or to provide more details, as responses may be

rejected if they are incomplete.

Disqualification/Rejection

The Authority shall disqualify any tenders which:

* fail to provide an acceptable or satisfactory response to any question in the

submission or inadequately or incorrectly complete any question;

* submit its completed ITT (or any part of) after the deadline;
* achieves a FAIL in the Compliance Review.
* fail to submit documents in the required format and/or include additional

documents.

The applicants who comply with the above grounds shall be evaluated on the qualification criteria listed in Section 4 of the ITT which takes into account the economic and financial standing and the technical or professional ability of the economic operators. The Council may invite the top scoring applicants for interview/clarification meeting. The Council may seek independent financial and market advice to validate information declared or to assist in the evaluation.

Award

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via email.

The successful supplier will be issued the contract via a Purchase Order.

Section 3: Mandatory Requirements

Part 1 Potential Supplier Information

Please answer the following self-declaration questions in full and include this Annex in your Tender response.

Part 1.1 Potential Supplier Information:

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 1.1(a) | Full name of the supplier submitting the information |  |
| 1.1(b)  | Registered office address (if applicable) |  |
| 1.1(c) | Company registration number (if applicable) |  |
| 1.1(d) | Registered website address (if applicable) |  |
| 1.1(e) | Charity registration number (if applicable) |  |
| 1.1(f) | Head office DUNS number (if applicable) |  |
| 1.1(g) | Registered VAT number  |  |
| 1.1(h) | Are you a Small, Medium or Micro Enterprise (SME)? | (Yes / No) |

Note: See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en>

Part 1.2 Contact details and declaration

By submitting a quotation to this ITT I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

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.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Question no.  | Question | Response |
| 1.2(a) | Contact name |  |
| 1.2(b) | Name of organisation |  |
| 1.2(c) | Role in organisation |  |
| 1.2(d) | Phone number |  |
| 1.2(e) | E-mail address  |  |
| 1.2(f) | Postal address |  |
| 1.2(g) | Signature (electronic is acceptable) |  |
| 1.2(h) | Date |  |

Part 2 Exclusion Grounds

Part 2.1 Grounds for mandatory exclusion

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| --- | --- | --- |
| Question no.  | Question | Response |
| 2.1(a) | Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below. |
|  | Participation in a criminal organisation.  | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Corruption.  | ((Yes / No)If yes please provide details at 2.1 (b) |
|  | Fraud.  | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Terrorist offences or offences linked to terrorist activities | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Money laundering or terrorist financing | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Child labour and other forms of trafficking in human beings | (Yes / No)If yes please provide details at 2.1 (b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.1 (c) | If you have answered Yes to any of the points above, have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (i.e. Self-Cleaning) | (Yes / No) |
| 2.1(d) | Has it been established, for your organisation 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 the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | (Yes / No) |
| 2.1(e) | If you have answered yes to question 2.1(d), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Part 2.2 Grounds for discretionary exclusion

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| --- | --- | --- |
| Question no.  | Question | Response |
| 2.2(a) | The detailed grounds for discretionary exclusion of an organisation, which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation |
| 2.2(b) | Breach of environmental obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(c) | Breach of social obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(d) | Breach of labour law obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(e) | 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? | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2 (f) | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Part 3 - Project Specific Questions**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| 3.1 | **Insurance**Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance indicated below:Employers Liability Insurance (Compulsory) - £5 million.Public Liability Insurance – 10 million.Has a statement been provided confirming you will undertake responsibility for dealing with third party claims, within the excess amount? |  |
| 3.2 | **Data Protection**Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulations and to ensure the protection of the rights of data subjects. |  |
| 3.3 | **Payment Terms**Please confirm that for public sector contracts awarded under the Procurement Act 2023 s68 you have systems in place to include (as a minimum) 30 day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain. |  |

Section 4: Award Criteria

All tenders will be marked according to the criteria below:

|  |  |  |
| --- | --- | --- |
| Criteria Breakdown |  Means of Evaluation |  |
|  | Sub Criteria | Main Criteria |
| Criteria: QUALITY |  | 40% |
| Programme & Quality | 15% |  |
| Health & Safety | 15% |  |
| Environment & Sustainability | 10% |  |
| Criteria: PRICE |  | 60% |

**Scoring Guidelines**

The questions asked of Applicants within this section shall be scored using the marking system described within this section. Applicants should refer to the Authority’s minimum requirements to ensure that they meet or exceed the minimum requirements wherever possible.

Applicants should be aware that the responses provided to the questions will be evaluated in such a way that the highest scores will be awarded to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant’s proposal.

All scored question shall be evaluated in accordance with the guidelines below:

Tender Assessment Method \**\*\*score will be multiplied by weighting:*

|  |  |  |
| --- | --- | --- |
| Assessment | Score | Interpretation |
| Compliance with Significant Added Value  | 5  | Exceeds the requirement. Exceptional demonstration by the applicant of the relevant ability, understanding, skills, resource and quality measures required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.  |
| Compliance with partial added value  | 4  | Satisfies the requirement with minor additional benefits. Above average demonstration by the applicant of the relevant ability, understanding, skills, resource and quality measures required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.  |
| Compliance  | 3  | Satisfies the requirement. Demonstration by the applicant of the relevant ability, understanding, skills, and resource and quality measures required to provide the services, with evidence to support the response.  |
| Partial Compliance but conflict in detail  | 2  | Satisfies the requirement with major reservations. Considerable reservations of the applicant’s relevant ability, understanding, skills, and resource and quality measures required to provide the services, with little or no evidence to support the response.  |
| Non-compliance  | 0  | Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the applicant has the ability, understanding, skills, resource and quality measures required to provide the services, with little or no evidence to support the response.  |

**Award Questions**

|  |  |
| --- | --- |
| Question No. | Question |
| 1 | **Programme and Quality (15%)**Supplier should submit a detailed programme of works. This should clearly set out key project milestones. Confirmation of start date and expected date of completion (within the maximum 4 weeks allowed). Demonstrate a commitment to quality and management, performance and strong customer focus; this could include evidence of ISO 9001 certification or examples of successfully completed similar projects. |
| 2 | **Health & Safety (15%)**Risk Management: Supplier should submit an outline risk assessment, identifying the key risks associated with the proposed works and the measures that they will implement to minimise the impact of those risks.Health & Safety: Demonstrate a commitment to Health & Safety, for example ISO 45001 certification, evidence of training policy and relevant training & qualifications for plant and equipment operatives. |
| 3 | **Environment & Sustainability (15%)**Supplier should describe how they will minimise the environmental impact from these works and any measures to maximise the environmental benefits. This could include providing a copy of the company’s Environmental Policy or ISO 14001 certification. |

**Pricing Schedule**

Applicants are required to complete and return the separate Bill of Quantities. These costs will form the basis of the tender. All prices shall be stated in pounds sterling, exclusive of VAT.

If there is no charge for an item, please state none.

**Value Engineering**

The Contractor should note that the Project Manager will be taking into consideration during the assessment of the tender the opportunity and scope of any value engineering proposals submitted by the tenderers.

If the tendering contractor would like to submit suggestions for alternative options for any aspect of the works he shall put this in writing along with the following,

* The item number within the Bill of Quantities, along with a brief description of the proposed value engineering option and the relevant cost saving for each. As much information as possible should be given to include specification sheets, etc
* A programme illustrating time saved by employing the proposed value engineering options identified.

The tendering Contractor should note that although V.E is actively encouraged, all the options identified by the Contractor may not be accepted and the Project Manager shall state in writing his reasons for making any such decision

Section 5: Acceptance of Terms and Conditions

I/We accept in full the terms and conditions appended to this Invitation to Tender document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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