



**KEMPSEY PARISH COUNCIL**

## **INVITATION TO TENDER**

# **Kempsey Pump Track**

**Tender closes at 5pm on 2 February 2026**

**Bids submitted after the stated closing date and time will not be considered.**

<b>Tender for:</b> Kempsey Pump Track	<b>The Parish Office, Community Centre, Main Road, Kempsey Worcester WR5 3LQ</b>
<b>Period of Contract:</b> Two phase construction over a period of 12 months + 12 months maintenance period	
<b>Procedure</b> Open tender below threshold  Lump Sum Contract	<b>Submission to the Clerk:</b>  <b>kempseyparishcouncil@gmail.com</b>

## GENERAL CONDITIONS AND PROCESSES

### SECTION:

1	INTRODUCTION.....	3
2	PROCESS.....	5
3	SUBMISSION INSTRUCTIONS.....	7
4	EVALUATION.....	8
5	IMPORTANT NOTICES.....	9
6	BID CHECKLIST.....	14

### APPENDICES (as separate documents)

#### **Detailed Procurement Information**

Appendix 1: Context

Appendix 2: Timetable

Appendix 3: Site Location and Site Plan

Appendix 4: Specification and Design Brief

Appendix 5: Technical information

Appendix 6: Pre Construction Information

Appendix 7: Award Criteria

#### **Submission Pack**

Appendix 8: Front Sheet

Appendix 9: Suitability Assessment Questionnaire

Appendix 10: Contractual Undertaking

Appendix 11: Pre Construction Information Acknowledgement

Appendix 12: Quality Questions

Appendix 13: Financial Submission

Appendix 14: Schedule of Payments

Appendix 15: Contract and Terms & Conditions

# 1 INTRODUCTION

## General

- 1.1 The Authority is issuing this Invitation to Tender ("ITT") in connection with the Procurement.
- 1.2 All interested Bidders can submit a Bid for this Procurement. This ITT provides further details of the Procurement and the process for submitting Bids.
- 1.3 The ITT aims to:
- provide information to Bidders on the Procurement and the opportunities available;
  - set out clearly the Authority's requirements;
  - provide information on the Authority's approach to the ITT process;
  - set out the deliverables required from Bidders; and
  - set out the evaluation criteria and weightings that the Authority will use to assess Bids.

## Communications / Contact

- 1.4 All communication regarding the Procurement and Procurement Process should be directed to the Clerk at [kempseyparishcouncil@gmail.com](mailto:kempseyparishcouncil@gmail.com).
- 1.5 Bidders should not approach any member of the Authority in relation to the Procurement or the Procurement Process.

## Bid Procedure

- 1.6 The procurement is valued from £50,000 up to a maximum of £100,000 and is not subject to Parts 2 and 3 of the Public Contracts Regulations 2015.
- 1.7 All documents and bids must be in English and subject exclusively to English law.
- 1.8 All Bidders are required to complete the **ITT Submission Pack** in full. See **Section 3 (Submission Instructions)** and **Section 6 (Bid Checklist)**.
- 1.9 Details of the overall timetable and submission deadlines and other key dates are outlined in **Appendix 2 (Timetable)**
- 1.10 Following the submission of Bids, the Authority expects to undertake an evaluation process to identify the Bidder to be put forward for consideration to be awarded the Contract.
- 1.11 The Authority reserves the right to vary the procedure as described in any of the Procurement Documents including this ITT. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.
- 1.12 The Contract will be based on Terms & Conditions of a Minor Works Contract included in the submission by the successful Bidder and subject to approval of the Authority.
- 1.13 It is essential for Bidders to thoroughly review all information contained in the Important Notices concerning acceptance of Bids.

## Definitions

1.14 In this ITT, the following definitions shall apply:

### Definitions

<b>Advisers</b>	Means all professional advisers to the Authority involved in the Procurement Process
<b>Authorised Representative</b>	Means any person nominated by the Authority as empowered to conduct site visits.
<b>Authority</b>	Means Kempsey Parish Council or it's duly authorised officers
<b>Bid</b>	Means the written proposals submitted by a Bidder as part of this Procurement Process at any stage of the Procurement Process
<b>Bidder(s)</b>	Means individuals and/or Organisations who are interested in submitting a Bid for the Procurement
<b>Confidential Information</b>	Means all information marked as confidential. It does not apply to any information not marked in this way.
<b>Contract</b>	Means the agreement between the Authority and the Supplier for the provision of Construction Works, Materials and Associated Services being the subject of this Procurement Process, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties.
<b>Contract Price</b>	Means the price referred to in the Contract as payable by the Authority, together with any additions or deductions, agreed in writing under the Contract.
<b>Evaluation Panel</b>	Means a panel consisting of members appointed by the Authority.
<b>ITT</b>	Means Invitation to Tender
<b>Organisation</b>	Means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK.
<b>Procurement</b>	Means Kempsey Pump Track together with associated Ancillaries
<b>Procurement Documents</b>	Means any document issued by the Authority as part of this Procurement Process
<b>Procurement Process</b>	Means the procedure set out in this ITT by which the Procurement will be procured
<b>SAQ</b>	Suitability Assessment Questionnaire
<b>Supplier</b>	Means the person or Organisation responsible for carrying out the Contract and shall include the Supplier's successors and permitted assignees.
<b>Schedule of Payments</b>	Means the plan that sets out when and how much the Authority will pay the Supplier during the contract.

## 2 PROCESS

### Pre Bid Clarifications

- 2.1 Any queries arising from the Procurement Documents should be raised as soon as possible and in any event by no later than Noon on the date stated in **Appendix 2 (Timetable)**
- 2.2 Any information that the Authority provides in response to requests for clarification will be distributed to all of the Bidders as opposed to solely the Bidder that requested the information.
- 2.3 On submitting a Bid in response to the ITT, it is the Bidder's responsibility to ensure that it fully understands the requirements and obligations of the ITT.

### Bid Submissions

- 2.4 Bids must be submitted following the instructions set out in **Section 3 (Submission Instructions)**.

### Post Bid Clarifications

- 2.5 Upon receipt of a Bid the Authority may wish to pose post-Bid clarification questions to Bidders. This process will be administered via interview if appropriate.

### The Award Criteria and evaluation questions

- 2.6 Bidders' answers to each of the ITT questions must be self-contained without referring to additional documents, answers to other ITT questions or other supporting statements (unless specifically requested). Bidders should respond to each point in the question when providing their answer. The Authority reserves the right to mark the answer solely on the response to each question.
- 2.7 Answers should contain information to evidence and demonstrate what and how the Bidder intends to deliver the Procurement, the subject of this ITT.

### The Price Schedule

- 2.8 The Bidder shall enter their best price to deliver the Procurement up to a maximum stated in **Appendix 4 (Specification and Design Brief)**. Any bids over this amount will be disqualified.
- 2.9 The Bidder's price will be evaluated in accordance with the instructions detailed in **Section 4 (Evaluation)**.

### Completion of Bid

- 2.10 Evaluation of a Bid does not imply acceptance by the Authority of the Bidder's financial stability, technical competence or ability in any way to carry out the services. The Authority has the right to return to these matters as part of the formal Bid evaluation process.
- 2.11 The information Bidders provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently the Authority decides that a Bid contains inaccurate information, the Authority may exclude that Bid (if still under evaluation) and/or terminate a Contract entered into as a result of that Bid.

## **Return of Certificates / Contractual Undertaking**

- 2.12 In addition, Bidders are required to complete **Appendix 10 (Contractual Undertaking)** in order to submit a Bid. Failure to complete this may result in a Bid being deemed non-compliant and not being evaluated.

## **Due diligence**

- 2.13 Prior to reaching a contract award decision, the Authority will undertake due diligence on the highest scoring Bidder. This due diligence will be conducted on the certificates and documentation supporting the highest scoring Bidder's self-certified responses to the SAQ. The Authority will request the supporting documentation from the highest scoring Bidder who must provide this without delay. The Authority's contract award decision will be subject to the satisfactory completion of this due diligence.

## **Notification & Award of Contract**

- 2.14 Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, no contract(s) will be entered into.
- 2.15 Bidders will be notified of the outcome of their submission via email within 28 days of the bid submission deadline.

### 3 SUBMISSION INSTRUCTIONS

#### General

- 3.1 The Authority will reject Bids delivered after the deadline stated at the front of this ITT.
- 3.2 The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Bids.

#### Bid documentation.

- 3.3 **Section 6 (Bid Checklist)** contains a Bid Checklist for use by Bidders in checking that they have completed and returned the necessary documentation as part of their Bid in response to this ITT.

#### Return of Bid documentation

- 3.4 All responses must be submitted electronically directly to the Clerk at *kempseyparishcouncil@gmail.com*
- 3.5 The full Bid must be completed and returned in the published format either as Microsoft Word or a PDF. Failure to comply with this instruction may result in your Bid being discounted.
- 3.6 Electronically completed forms and scanned copies of signed documents or Appendices, including those with typed signatures, are acceptable for bidding in this ITT. However, fully signed hard copies must be provided by the successful Bidder before the Contract is awarded.

#### Suitability Assessment Questionnaire

- 3.7 All Bidders must complete and self-certify the Suitability Assessment Questionnaire (SAQ) as part of their tender submission. The SAQ is designed to assess each Bidder's eligibility, capability, and compliance with relevant standards and statutory requirements. Please ensure that all responses in the SAQ are accurate and complete.
- 3.8 The successful Bidder will be required to provide supporting evidence and documentation to verify the information declared in the SAQ. Failure to provide satisfactory evidence may result in exclusion from the process or termination of the contract.

#### Attachments

- 3.9 Where specifically requested, attachments must be submitted as separate documents, preferably as PDF files. They should be clearly named so that it is obvious what each attached file contains and which question it relates to.

#### Confidentiality and Freedom of Information

- 3.10 Bidders must highlight pink any confidential or sensitive information contained in their Bid and mark with the words "In confidence – not to be circulated to other Bidders" followed by brief reason(s) for the confidentiality of the information. Bidders must not mark the entirety of their Bid as confidential. Bidders should note that if they fail to comply with this, the Authority may treat the entirety of a Bid as non-confidential.

## 4 EVALUATION

### General

- 4.1 The evaluation criteria against which the ITT responses will be assessed will be determined by an Evaluation Panel of the Authority prior to the opening of any bids received.
- 4.2 For the purposes of evaluation criteria Bidders are required to respond to each of the questions set out in:
  - 4.2.1 **Appendix 9 (Suitability Assessment Questionnaire)**
  - 4.2.2 **Appendix 12 (Quality Questions)**
  - 4.2.3 **Appendix 13 (Financial Submission)**
  - 4.2.4 **Appendix 15 (Terms & Conditions of Minor Works Contract)**

### Evaluation Criteria and Weightings

- 4.3 The contract award decision will be made based on the application of the evaluation criteria (and sub-criteria) shown in **Appendix 7: Award Criteria**

### Evaluation Methodology

- 4.4 Prior to carrying out the detailed scoring of Bids, the Evaluation Panel will conduct compliance checks. Bids which are substantially incomplete or which are non-compliant with the requirements set out in this ITT may be rejected.
- 4.5 Following compliance checks and evaluation of the suitability assessment questions, each Bid will be evaluated and scored against the evaluation criteria and weightings to be determined by the Evaluation Panel and Bidders will be ranked in line with their scores.
- 4.6 Prices contained in Bids will be evaluated after the quality evaluation has been completed.
- 4.7 Once the quality and price scores have been allocated and moderated the weightings are applied and the resulting quality and price scores are combined for each Bidder to produce a final overall score for that Bidder. The successful Bidder will be the one that submit the highest scoring overall Bid.



## **5 IMPORTANT NOTICES**

### **General**

- 5.1 This ITT has been prepared by the Authority and is for use by those interested in tendering for the Procurement, their professional advisers, and other parties essential to preparing a Bid for the Procurement and for no other purpose.

### **Confidentiality**

- 5.2 The Procurement Process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
- 5.2.1 treat all Confidential Information as confidential;
  - 5.2.2 not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
  - 5.2.3 not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Procurement; and
  - 5.2.4 comply with the provisions of paragraph 5.5 below (which contains restrictions on publicity activity within any section of the media or similar).
- 5.3 Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
- 5.3.1 this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ITT; or
  - 5.3.2 the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information.
- 5.4 The Authority will not disclose information marked confidential by the Bidder, without consultation unless disclosure is required to comply with the Authority's duties under the Freedom of Information Act (2000), the Environmental Information Regulations (2004) and any associated transparency principles.

### **Publicity**

- 5.5 Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

## **Liability of the Authority and its Advisers**

- 5.6 In the Procurement Documents, "the Authority" includes all or any of the Authority and its members, Advisers, and employees, other staff, agents or advisers of any such body or person.
- 5.7 The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Procurement Documents do not purport to have been independently verified.
- 5.8 The Authority and its Advisers:
- 5.8.1 do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this Procurement and should seek their own professional technical, financial and legal advice; and
- 5.8.2 exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
- 5.9 Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
- 5.10 The publication of the Procurement Documents in no way commits the Authority to award any contract to deliver the Procurement. The Authority reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
- 5.11 For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.

## **Provision of further information from Bidders prior to making a Bid**

- 5.12 The Authority is relying on the information provided by Bidders during the Procurement Process (including but not limited to Bids). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder, if necessary, as a result of that process.

## Procurement Process and costs

- 5.13 The Authority reserves the right at any time:
- 5.13.1 to require a Bidder to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
  - 5.13.2 not to consider Bids other than those specified;
  - 5.13.3 to issue amendments or modifications to the ITT;
  - 5.13.4 to alter the timetable to contract award;
  - 5.13.5 to cancel or withdraw from the Procurement Process at any stage; and
  - 5.13.6 not to award a contract.
- 5.14 All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this Procurement Process. Under no circumstances will the Authority be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where the Authority abandons the Procurement Process for any reason.

## Rejection of Bids

- 5.15 The Authority will reject or disqualify a Bidder at any time during the Procurement Process where a Bid is submitted late.
- 5.16 The Authority reserves the right to reject or disqualify a Bidder at any time during the Procurement Process where:
- 5.16.1 a Bid is completed incorrectly, is materially incomplete or fails to meet the Authority's submission requirements which have been notified to the relevant Bidder;
  - 5.16.2 a **Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;**
  - 5.16.3 the Bidder are guilty of material misrepresentation in relation to its Bid and/or the Procurement Process;
  - 5.16.4 the Bidder contravenes any of the terms and conditions of this ITT;
  - 5.16.5 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder; or
  - 5.16.6 Bids or offers by Bidders are made subject to additional or alternative conditions.

- 5.17 The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
- 5.18 The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
- 5.18.1 establishing whether the Bidder meets (or continues to meet) the relevant criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or
  - 5.18.2 establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
- 5.19 Furthermore, before awarding the contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of establishing the continued fulfilment of the suitability criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

#### **Sub-contracting arrangements**

- 5.20 Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix must 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.
- 5.21 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, Bidders 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 Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

#### **Acceptance of Bids**

- 5.22 Bidders are reminded that no contract is entered into until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
- 5.23 Prior to the Contract being entered into Bidders will be required to hold firm the prices submitted in their Bid for 60 days and no increase will be accepted prior to the Contract being entered into.

- 5.24 The prices quoted in the Supplier's Bid shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.
- 5.25 Once the contract has been agreed and duly signed by all relevant parties, the contract terms will not be subject to negotiation.

#### **Freedom of Information Act 2000 and Environmental Information Regulations 2004**

- 5.26 In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.

#### **Data Protection Legislation**

- 5.27 By returning a complete bid the Bidder is confirming to the Authority that it is fully compliant with the requirements of the current Data Protection Legislation including the General Data Protection Regulations and has in place compliant systems and processes to act as a Data Processor if relevant and required.
- 5.28 Bids are submitted on the condition that the appointed Supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Authority's instructions and will not use such personal data for any other purpose. The Supplier will undertake to process any personal data on the Council's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

#### **Intellectual Property**

- 5.29 This ITT (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
- 5.30 All documentation supplied by the Authority in relation to this ITT (including all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.

## 6 BID CHECKLIST

- 6.1 Bidders should ensure that they have fully read this ITT and the **Appendices: Detailed Information** which includes the Timeline, Specification and Award Criteria and the **Appendices Submission Pack** before commencing the completion of their Bids.
- 6.2 The checklist below should be used by Bidders to check that they have considered all necessary Procurement Documents and that they have completed and returned all Appendices which will form part of their Bids.

Appendix	Document Title	Action	Complete
	ITT – General Conditions and Processes	Read	
Detailed Procurement Information			
1	Context	Read	
2	Timetable	Read	
3	Site Location and Site Plan	Read	
4	Specification and Design Brief	Read	
<b>5</b>	<b>Technical Information</b>	<b>Read</b>	
6	Award Criteria	Read	
Submission Pack			
7	Front Sheet	Read, complete and submit	
8	Suitability Assessment Questionnaire	Read, complete, sign and submit	
9	Contractual Undertaking	Read, sign and submit	
10	Pre-Construction Information	Read, sign and submit	
11	Quality Questions	Read, complete and submit	
12	Financial Submission	Read, complete, sign and submit	
13	Schedule of Payments	Read, complete and submit	
14	Terms & Conditions of Contract	Read, complete and submit	