



# **Bridgnorth Retaining Wall**

## **Instructions to Tenderers**

**Tender Deadline: 12 noon on the 4<sup>th</sup> July 2025**



## **Contents -**

<b>Section 2 - Instructions to Tenderers</b>	<b>6</b>
<b>1    General</b>	<b>6</b>
<b>2    Procurement Timetable</b>	<b>9</b>
<b>3    Tender Evaluation Procedure</b>	<b>12</b>
<b>Section 3 - Submission Requirements</b>	<b>15</b>



## **Section 1 – Selection Process – Invitation to tender in a mini competition**

**Invitation dated**                      **23<sup>rd</sup> May 2025**

**Name of Client**                      **Bridgnorth Town Council**

### **Person and contact details for communications to the Client**

Roslyn Williams

roslyn.williams@bridgnorthtowncouncil.gov.uk

(or as otherwise advised from time to time by the Client)

### **Brief description of works or services**

The main works include:

- Design all temporary and enabling works
- Design of slope stability system comprising of restraint netting and soil nailing
- Undertake and coordinate design of the proposed systems and installation, whilst discharging its duty as the appointed Principal Designer (as defined in the CDM Regs 2015)
- General site clearance
- Removal of vegetation prior to works commencing on site
- Installation of a slope stability system comprising of restraint netting and soil nailing
- Associated soft landscaping works
- Ensure project discharges all planning conditions identified in planning application 25/00484/FUL - *ufm2\_GRANT\_Full\_Application.n*
- Full compliance with the requirements of associated BNG report contained in document '*BiOME\_Castle Walk\_BNG\_v2\_Final*'
- Full compliance with the requirements of associated PEA report contained in document '*BiOME\_Castle Walk\_PEA\_v2\_final*'

**Anticipated Contract Value £500,000**



## **Supply chain**

We invite you to participate in a tender exercise for the work and services referred to above as more particularly described (and on the basis set out in) the attached:-

- Instructions for tendering including format, details and submission requirements for Proposals (see below)
- Contract Data Part one attached,
- Scope
- Specification
- Planned timetable for evaluation of proposals, interview and site visits (if applicable) and award of Contract
- Site Information
- All documents provided as part of the tender package

## **Selection Criteria**

Your proposals will be evaluated using the criteria set out in section 3 of this document.

## **Proposals**

We require as your tender the following Proposals from you:

- The following specific information relevant to us assessing your competence to undertake the role of Principal Designer and Principal Contractor, for the purposes of the Construction (Design and Management) Regulations 2015, in respect of the specific works to which this Invitation relates

Project specific responses:

- Completed pre-qualification questionnaire
- Quality responses in accordance with section 3 of this document
- Total of the Prices
- Contract Data Part two
- Priced Activity Schedule



- Confirmation that you are able to provide Professional Indemnity insurance cover to the values stated in Contract Data Part 1

to be submitted in hard copy by post or hand-delivered to the following address no later than 12 noon on the 4th July 2025. If you fail to do so we may exclude you from competing for this tender exercise:

**PRIVATE & CONFIDENTIAL**

Deputy Town Clerk  
Bridgnorth Town Council  
College House  
4 St Leonards Close  
Bridgnorth  
WV16 4EJ

The details and format of each element of your Proposals (required as indicated above) is set out below.

**Contract**

You acknowledge that we are not obliged to enter into a Contract with you and, unless expressly agreed to the contrary, no legally binding contract shall arise between us until a formal Contract is executed by each of us and completed.

**Signed on behalf of Client**

.....

**We confirm our intention to submit proposals on the terms set out above.**

**Signed on behalf of the Contractor**

.....

**by (name printed).....**

**Position.....**

**Date.....**



## Section 2 - Instructions to Tenderers

### 1 General

**TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY PARTICULAR MAY BE REJECTED BY THE CLIENT WHOSE DECISION IN THE MATTER SHOULD BE FINAL.**

- 1.1 Tenderers are to complete and submit their tender, with all additional documentation / information required by the Client in hard copy by post or hand-delivered to the address specified above by **12 Noon on the 4<sup>th</sup> July 2025**.
- 1.2 The contents of this further competition invitation to tender (ITT) and any other documentation sent to you in respect of this tender process, are provided on the basis that they remain the property of the Client and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.
- 1.3 No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this tender process without the prior written agreement of the Client, including agreement on the format and content of any publicity.
- 1.4 This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Client and its advisers.
- 1.5 The Client reserves the right to cancel the tender process at any point. The Client or Authority are not liable for any costs resulting from any cancellation of this tender process or otherwise nor for any other costs incurred by those tendering for this Contract.
- 1.6 The Client reserves the right to award all or part of the Contract.
- 1.7 You are deemed to understand fully the processes that the Client is required to follow under relevant European and UK legislation, particularly in relation to the Public Contracts Regulations 2015.
- 1.8 Any requests for clarification about this tender process must be submitted by email to [DeputyTownClerk@bridgnorthtowncouncil.gov.uk](mailto:DeputyTownClerk@bridgnorthtowncouncil.gov.uk). The Client will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time. The Client has designated a specific window of time to deal with clarification requests from



Tenderers. No further requests for clarification will be accepted after 48hr prior to the tender deadline.

- 1.9 In order to ensure equality of treatment of Tenderers, the Client intends to publish the questions and clarifications raised by Tenderers, together with the Client's response (but not the source of the questions) to all participants on a regular basis. Tenderers should indicate if a query is of a commercially sensitive nature and whether disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Client at its sole discretion does not consider the query to be of a commercially confidential nature, and/or considers it to be one in respect of which all Tenderers would potentially benefit from seeing both the query and the Client's response, the Client will:
- either invite the Tenderer submitting the query to declassify the query and allow the query along with the Client's response to be circulated to all Tenderers; or
  - request the Tenderers, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- 1.10 The Client reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.
- 1.11 The tender will close at **12 Noon on the 4<sup>th</sup> July 2025**. Tenderers should ensure that all information has been completed and submitted by this date/time. Late tenders will not be considered.
- 1.12 Other than the person or persons identified above, no Client employee or member of the Client, has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract
- 1.13 The Client reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 1.14 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their tenders.
- 1.15 Under the Contract, the Client will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their tender.



- 1.16 The tender must be received in accordance with the relevant instructions no later than the time and date indicated.
- 1.17 Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders. Only tenders submitted strictly in accordance with the tender documentation for this tender as issued (or as subsequently amended by the Client) will be accepted for consideration. The Client's decision on whether a tender is acceptable will be final and the tenderer will not be consulted. The Client reserves the right to exclude qualified tenders.
- 1.18 All monetary values mentioned in the price submission must be quoted in pounds and pence, as appropriate, to two decimal places. The terms 'nil', 'n/a' or 'included' are not to be used but should be indicated as '£0.00'. If necessary, the Client may contact a tenderer whose tender has required arithmetical adjustment.
- 1.19 Tenders are to remain open for acceptance for a period of 90 days beyond the submission date.
- 1.20 Tenders must be completed in the English language.
- 1.21 Only one tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 1.22 Any resulting Contract will consist of the terms and conditions as set out in Appendix A, augmented with appropriate information submitted as part of your Bid response to this ITT. Please note that any clarifications regarding the terms and conditions must be raised during the clarification period and upon award the Successful Tenderer will be expected to sign the contract without delay.
- 1.23 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 1.24 The Client will notify the successful and unsuccessful Tenderers of whether or not they have been successful in accordance with the provisions of Regulation 86 and 87 and will hold a voluntary 10- day calendar standstill period.





## 2 Procurement Timetable

2.1 The following timetable illustrates the anticipated timescale and dates for this project. This is intended as a guide and whilst the Client does not intend to depart from the timetable, it reserves the right to do so at any time. The tenderers should refer to the Contract Data Part 1 for the contract start and access dates;

Activity	Date
Issue of ITT Documentation	23 <sup>rd</sup> May 2025
Clarification Period Closes	48 hours prior to tender closing
Tender Deadline	4 <sup>th</sup> July 2025
Evaluation	4 <sup>th</sup> July 2025 to 18 <sup>th</sup> July 2025
Intention to Contract Award	21 <sup>st</sup> July 2025
Standstill Period	21 <sup>st</sup> July 2025 to 1 <sup>st</sup> August 2025
Contract Award	4 <sup>th</sup> August 2025
Pre-Construction Meeting	W/C 11 <sup>th</sup> August 2025
Mobilisation	18 <sup>th</sup> August 2025 to 29 <sup>th</sup> September 2025
Access Date	1 <sup>st</sup> September 2025
Contract Completion Date	To be proposed by the Contractor

### Compliance Evaluation

The fact that you have submitted a tender does not necessarily mean that you have satisfied the Client regarding any matters raised in the Qualification Envelope. The tenders submitted will be evaluated in two stages – firstly, selection and secondly, award (tender evaluation). The selection stage will be an assessment of tenderers good standing, capability and capacity to meet the requirements. Only those tenderers that pass the selection stage will go on to have their tenders evaluated at the award stage.

Failure to comply with the instructions or provide the information requested below will invalidate the tender submission entirely.



Compliance Criteria (PASS/FAIL)  
(Qualification – Form of Tender)

Compliance with tendering instructions:

Pre-Qualification Questionnaire.

All 'Pass/Fail' questions must be passed for the Tenderers submission to progress any further. A submission failing any question will be rejected at the point of failure and the Tenderers submission will not be evaluated further.



**The types of questions found on the questionnaire are as follows:**

<b>Types</b>	<b>Classification</b>
<b>Pass/Fail</b>	Answer will either Pass or Fail
<b>Information Only</b>	Answer will not be scored

**The rationale for assessing the Pass / Fail Criteria will be as follows:**

<b>Marks</b>	<b>Criteria</b>
<b>Pass</b>	Information provided as required and sufficient to indicate that there would be no risk or an acceptable level of risk if the Organisation were to award a contract
<b>Fail</b>	Information not provided or demonstrates that the level of risk associated with awarding a contract is unacceptably high. Organisations will be eliminated if any of the elements detailed in the Supplier Suitability Questionnaire achieve a Fail score.



### 3 Tender Evaluation Procedure

3.1 The Tender Submission will be weighted in accordance with the following table:

<b>Price</b>	<b>40%</b>
<b>Quality</b>	<b>60%</b>
<b>Total</b>	<b>100%</b>

3.2 Tenderers must submit a full response to both the Quality and Price sections of this ITT.

#### 3.3 Tender Evaluation Panel

3.3.1 Each tender submission will be assessed by a selection panel (the “Selection Panel”) who will assess the Quality and Price submissions.

#### 3.4 Price Submissions

3.4.1 An evaluation of the Tendered total of the Prices will be undertaken by the Selection Panel who may ask Tenderers to explain any anomalies.

3.4.2 The price elements to be submitted will be assessed by the Selection Panel in accordance with the Price Section detailed in Schedule 3 Section 2.

#### 3.5 Quality Submissions

3.5.1 The Selection Panel will assess the Quality Submissions and will award marks based on the tender score criteria shown in Table 1 (Scoring Table, Quality). Each question will be weighted as shown in Quality Questions in Schedule 3 – Section 3. The overall total of the weighted scores will represent the individual score. The Quality weighting will then be applied to the total weighted scores to calculate the overall quality mark.

#### 3.6 Tender Assessment

3.6.1 Marks for each Potential Provider’s Quality and Price submission will be totalled to give the total score.

#### 3.7 Tender Clarifications

3.7.1 Responses to any clarification questions you submit through the tender period, may, at the Client’s discretion, may be circulated to all Tenderers. Following tender submission, the Client reserves the rights to hold a clarification meeting should clarity be required to determine that the submission meets the requirement and is feasible.



- 3.7.2 The Client will endeavour to answer all questions submitted during the tender period. Responses to any clarification questions you submit through the tender period may, at the Client's 'discretion be circulated to all Tenderers. Any information, interpretation, advice or modifications given by or agreed upon by the Client resulting from such queries will be distributed via the Find My Tender to all Tenderers (tender amendments), without revealing the source of the original query.
- 3.7.3 It is understood that Tenderers may, to the extent that it relates specifically to their own proposals, consider that their request for clarification or enquiry is of a confidential nature and that to release the answer to all Tenderers would reveal a commercially sensitive or innovative approach. If this is considered to be so by the Tenderer, the following procedure shall be adopted:
- 3.7.4 If a Tenderer believes that his request for clarification or enquiry is confidential then the request must be marked as 'Confidential'.
- If the Client considers, at its sole discretion, that it is able to respond and answer the request for clarification or enquiry on a confidential basis then it will do so.
  - If the Client considers, at its sole discretion, that it is unable to respond to and answer the request for clarification or enquiry on a confidential basis, then it will notify the Tenderer of its decision, and the Tenderer will have the opportunity to withdraw his request for clarification or enquiry.
  - If the Tenderer does not wish to withdraw his request for clarification or enquiry, then the request for clarification or enquiry and the Client's response will be issued to all Tenderers.
  - The Client, at its sole discretion, reserves the right to notify all Tenderers through ITT Circulars of any issue, of a general nature, arising out of any request for clarification or enquiry, which it considers would affect all Tenderers.

### 3.8 Clarification Meetings

- 3.8.1 The Client reserves the right to hold clarification meetings as it considers appropriate both before and after tender submission, in accordance with applicable law.

### 3.9 Freedom of Information Act

- 3.9.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "FoIA") and (the "EIR"), all information submitted to the Contracting Authority may be disclosed in response to a request made pursuant to the FoIA and EIR.



3.9.2 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

- Clearly identify such information as commercially sensitive;
- Explain the potential implications of disclosure of such information; and
- Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

3.9.3 Please submit responses to 1, 2 or 3 above as an Annex or attachment with the completed ITT.

3.9.4 Where a Tenderer identifies information as commercially sensitive, the Client will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Client might be required to disclose such information in accordance with the FoIA. Accordingly, the Client cannot guarantee that any information marked "commercially sensitive" will not be disclosed.



## **Section 3 - Submission Requirements**

### **1 Submission requirements**

1.1 Summary of all documents which must be submitted by Tenderers in response to this ITT:

- (i) Completed Pre-Qualification Questionnaire
- (ii) Completed Activity Schedule. Tenderers must compile and complete values for each item contained in the Activity Schedule and must relate to each activity on the submitted programme.
- (iii) Completed Contract Data Part two template contained in Appendix 4;
- (iv) Completed responses to each of the Quality questions listed in Section 3 (Quality Questions) below;
- (v) Completed Form of Tender.



## **2 Price Submission**

The Selection Panel will undertake an appraisal of the following submissions:

- Tendered total of the Prices

Based on the Selection Panel's findings the Client may invite Potential Providers to explain any anomalies.

Scores awarded for each element of the tenderer's Commercial Response will be adjusted by the weightings given in the table below

Price Response Weightings	
Question	Weighting
Tendered total of the Prices (Contract Data Part 2)	100%

### **Tendered total of the Prices**

The tenderers' submitted priced Activity Schedule will be assessed. The tenderer with the lowest bid will receive 100 points. Those with higher bids will be prorated by a deduction of 1 point for every 1% above the lowest.

## **3 Quality Submission**

3.1 The Quality questions are intended to assess the relative abilities of the Tenderers to achieve the required project outcome. The Tenderers should be able to demonstrate a clear and concise understanding and appreciation of the task ahead.

3.2 The Quality Submission must follow the structure and consist of responses to each of the questions. Each question must be answered comprehensively. Each response must not exceed the page limit stated below the relevant question. Any responses in excess of the page limit will score 0. Marks will be awarded in accordance with the Table 1 (Scoring Table, Quality) below. Each question is weighted, and this is shown below.

3.3 All Tenderers are required to complete the following as part of the Quality Submission:

3.3.1 Completed responses to each of the Quality questions listed below;





### 3.4 Quality Questions

Question	Weighting
Relevant experience of similar works/services	15%
Programme	15%
Stakeholder Management	20%
Method Statement	30%
Traffic and Pedestrian Management	20%

#### **Q1. Relevant experience of similar works/services**

**Contribution to Quality Score 15%** (*Scored 0-5 as scoring matrix below*),

(Page Limit: 2 sides of A4 per example)

The Tenderer should provide 2 examples that demonstrate prior relevant experience in the delivery of similar works and design services, and demonstrate the knowledge required to deliver services and works of this nature.

#### **Q2. Programme**

**Contribution to Quality Score 15%** (*Scored 0-5 as scoring matrix below*),

(Page Limit: Programme - 2 sides of A3, Narrative – 2 sides of A4)

The contractor must, as a minimum, provide: -

- their programme to the minimum level of detail specified in Appendix 1/13
- their programme with the critical path clearly identified and marked and, any additional activities identified which he considers necessary to fully cover the functions associated with delivering the works described by the contract, including any identified constraints
- The programme is to clearly show each activity in line with the activity schedule
- Demonstrate how the Tenderer will manage the ordering, importing, storing and delivery of material to the Site, particularly those with abnormal lead-in times.
- Demonstrate how the Tenderer will manage the interfaces between any adjacent developments, local businesses, general public, occupied premises, Statutory Undertakers and Others identified in the Scope, including any liaison, noticing requirements, attendance / duration on site.
- Demonstrate how the Tenderer will manage the programme of events.
- Their design requirements as stated in the Scope. The Contractor is to provide copies of all required contractor designs or provide proof this has been



accounted for in his price and Programme. This must clearly show all lead times

- Clearly show all of the contractors Subcontractor lead times

### **Q3. Stakeholder Management**

**Contribution to Quality Score 20%** (*Scored 0-5 as scoring matrix below*),

(Page Limit: 2 sides of A4)

Please identify key stakeholders for this project, for example Cliff Railway, funeral directors etc. For each stakeholder group, please detail how you will proactively work with them to ensure the success of the project and include lessons learnt from previous schemes that will be brought to this project.

### **Q4. Method Statement**

**Contribution to Quality Score 30%** (*Scored 0-5 as scoring matrix below*),

(Page Limit: 4 sides of A4)

The Contractor must, as a minimum, provide:-

- their method statement which includes how he intends to design and construct the works with all of the activities identified on the programmes critical path described and clearly identified and
- details in their method statement of any additional activities identified by the Tenderer, which the Tenderer considers necessary to fully cover the functions associated with delivering the works described by the contract, including any identified constraints
- The Tenderer is to detail in their method statements how they are proposing to secure all their working areas, in accordance with the scope (S215 and appendix 1/17)
- Details of the key challenges they envisage on the delivery of this project, and their intended approach and specific methodology on how these challenges will be managed
- Working in close proximity to the local business, general public and residential properties (day and night)
- Working around high risk utilities, This is to include the Contractor's proposals for liaison and coordination with these companies
- Working around trees
- Working around existing structures.

### **Q5. Traffic and Pedestrian Management**

**Contribution to Quality Score 20%** (*Scored 0-5 as scoring matrix below*),

(Page Limit: 4 sides of A4)

The Contractor must, as a minimum, provide:-

- Their proposals for traffic and pedestrian management on the project in plan format in accordance with the requirements of 'Appendix 1/17: Traffic Safety and Management', 'Appendix 1/18: Temporary Diversions for Traffic' and S200 of appendix 2A. These must be supported with a narrative detailing:



- How the flow of traffic and pedestrians will be managed through various phases of the works. This will include detailed plans of how they propose to manage pedestrians and the general public
  - How the Tenderer will manage the reactions required for known events
  - How the Tenderer will manage the access requirements for adjacent occupied premises
- The Tenderer is to detail in their traffic management plans how they are proposing to secure all their working areas, in accordance with the scope (S215 and appendix 1/17) Any diversion routes necessary to comply with the scope
- How the Tenderer will maintain footpaths around the perimeter.

3.4.1 The Tenderer with the highest total mark will receive maximum marks, i.e. 100%.

Marks for each Tenderer's Quality submission will be totalled to give the total quality score using the below formula:

$$\frac{\text{Total Quality Score being evaluated}}{\text{Highest Total Quality Score}} \times 100 = \text{Weighted Quality Score}$$

**Table 1 – Scoring Table (Quality)**

Score	Response
5	Excellent evidence has been submitted and information and/or supplementary documentation leaves no doubt that the minimum requirements are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this service provider.
4	Very clear evidence has been submitted and information and/or supplementary documentation is of a very high calibre indicating that the minimum requirements are likely to be exceeded. It is evident that there will be some added value.
3	Adequate evidence has been submitted and information and/or supplementary documentation is of an adequate calibre indicating that the minimum requirements are likely to be met.
2	Some evidence has been submitted and information and/or supplementary documentation is of a barely adequate calibre indicating that the minimum requirements are unlikely to be met.
1	No evidence has been submitted and any information and/or supplementary documentation is of an inadequate calibre indicating that the minimum requirements are very unlikely to be met.
0	Either the question has not been answered or the answer given clearly does not meet the minimum requirement.