



# **Invitation to Tender.**

**Contract Title: Fire Safety Works - Milton Keynes Civic Office**

**Contract Reference: 2025-296**

**CDP Unique identifier (UI) number: ocds-h6vhtk-060c7a**

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# 1.0 Introduction and Background.

## 1.1 Contents of the ITT

This invitation to tender (ITT) comprises:

- **1. Invitation to Tender**
- **2. JCT Minor Works with Contractors Design**
- **3. Preliminaries and Supplemental Conditions**
- **4. Schedule of Works**
- **5. Pre Construction Information**
- **Appendix A - Materials Appendices**
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This Invitation to Tender contains further information about the procurement process, and assessment questions for tenderers to complete. Each tenderer's response should be detailed enough to allow the Council to make an informed selection of the most appropriate provision.

These instructions are designed to ensure that all Tenderers receive equal and fair treatment. It is important that you provide all the information asked for in the format and order specified.

Tenderers should read these instructions carefully before completing the tender response. Failure to comply with the completion and submission requirements may result in the rejection of the Tender. Submission of your tender using the E-tendering portal will be deemed to indicate that the Tenderer accepts these requirements of participating in the procurement process.

## 1.2 Introduction to Milton Keynes and its Council

A product of the new town's movement in 1967, today Milton Keynes is one of Britain's fastest growing places, with a global reputation for smart city projects from delivery robots to electric cars. A thriving urban centre sits alongside market towns and rural areas, with much of the city connected by grid roads and pedestrian/cycling 'Redways'. Around 35% of MK is green space.

Milton Keynes City Council has served as MK's unitary authority since 1997, when it took on services previously delivered by Buckinghamshire County Council. The Council runs more than 250 services from waste collection to highways maintenance. Around two thirds of its £200m budget goes into care and support for vulnerable adults and children. The council's organisational values are, *we are dedicated, we are respectful, and we are collaborative*.

The work of the council is described in its [Council Plan](#). The Plan sets out how Milton Keynes Council will deliver our [Strategy for 2050](#), which is our long-term vision for our city and the future, seeking to ensure that everyone in Milton Keynes can lead happy, healthy lives.

### **1.3 Procurement Process**

The procurement of the works will be via an Open Single Stage Tendering Process through the In-Tend (tendering) Portal.

The tenderers submissions will be assessed with a 40% Quality / 60% Price Split

### **1.4 Scope of the Project**

Following a recent fire risk assessment commissioned by the council to assess the current / up to date effectiveness of the internal fire compartmentation and in conjunction with a full fire door condition survey report; the council is now seeking a suitably qualified and experienced contractor to carry out a series of retrospective works to rectify where breaches have been found in the compartmentation walls. Additionally, works will involve replacement / repair fire doors where these have been identified as being defective (or where it is no longer possible to repair the fire door back to deliver the sufficient fire resistance).

The compartmentation report identified a range of breaches in the level of fire resistance where building services have been installed, particularly to electrical cupboards (dry and wet services risers), plant rooms, server rooms and general storage areas. Also noted within these services areas was evidence of (or what appears to be) a non-fire resisting expanding foam product used to fill breaches in fire-resisting compartmentation.

A full visual appraisal of each fire door was also carried out with the recommendations ranging from simple signage installation / correction to full doorset replacements.

Upon completion, the works will be submitted to Milton Keynes City Council's (MKCC) Building Control department for overall approval and as such all works will need to be certifiable (in that they meet the required standard, use recognised products and that the 'repairs' now enable that element of the building to meet the minimum approved fire resistance applicable (i.e. 30 or 60 minutes).

The building is the main office for MKCC with in excess of 800 staff working from the office on any given day. MKCC's concerns are that where existing fire stopping has been compromised, patch repairs will not enable the required certified solution (to satisfy the Building Control application). The affected areas of damaged fire stopping are to be removed and replaced in full.

The appointed contractor will be provided with electronic copies of the full fire risk assessments along with the building's fire strategy – we have included within the tender package an annotated photosheet which aims to illustrate the location and the type of fire stopping breaches.

The project, therefore, will involve works of the following nature:

Works with the ground floor are formerly leased to National Westminster Bank

- Strip out of redundant partition walls
- Strip out of redundant suspended ceiling grid systems
- Strip out of redundant M&E / lighting - Strip out of redundant suspended ceiling grid systems
- Liaison with the Council's appointed fire alarm maintenance contractor for adaption to the existing fire detection system to this area

Works with the Council Office Areas

- Replacement of fire doorsets (estimated 16 doorsets).
- Repairs to existing fire doorsets (replacement / retrofit smoke / combined seals, replacement hinges, signage installation, minor frame and door repairs etc.) – to restore the fire integrity of fire rated doorsets.
- Adaption / extension of existing fire rated partitions - where these have been noted to be incomplete and therefore offer insufficient fire resistance.
- Renewal of fire stopping of service penetrations through compartment walls - where these have been noted as incomplete, defective or missing.

The Contractor / Sub-contractor is to provide accredited fire certification (covering products used and accredited labour) for all works completed ahead of the client's submission for Building Control approval.

## 1.5 Contract term

The Council proposes to enter into a contract for a period of 12 weeks with the successful tenderer (**Service Provider**).

The anticipated contract commencement date is 13<sup>th</sup> April 2026.

The form of contract is included as part of this invitation to tender pack. The successful tenderer will be expected to enter into a contract with the Council in the form of the contract upon contract award.

The conditions of contract are the JCT Minor Works Building Contract with Contractors Design (2016 Edition). The contract will be executed as a Deed.

## **1.6 Purpose and Scope of this ITT**

This ITT:

- Asks tenderers to submit their tenders in accordance with the instructions set out in this ITT.
- Sets out the overall timetable and process for the procurement to tenderers.
- Provides tenderers with information to enable them to submit a compliant tender.
- Sets out the award criteria and the tender evaluation model that will be used to evaluate the tenders.
- Explains the administrative arrangements for the receipt of tenders.

## **1.7 Clarifications about the Services or ITT**

Any clarifications relating to this Invitation to Tender must be submitted through the correspondence function of the e-tendering portal (In-Tend). The Council intends to conduct this procurement in a way which is fair, transparent and does not risk distorting competition nor unfairly discriminates for or against a tenderer. Accordingly, the answers to questions raised by tenderers shall be disclosed to all other tenderers unless both the questions and answers relate only to the solution proposed by the tenderer asking the question and is commercially sensitive.

The Council will respond to all clarifications as soon as possible but cannot guarantee a minimum response time. The Council will publish all clarifications and its responses through the clarification function of In-Tend to all suppliers. It will be the responsibility of the tenderer to monitor the portal for the latest activity. If a tenderer wishes the Council to treat a clarification as commercially sensitive and not issue the response to all tenderers, it must state this when submitting the clarification. If in the opinion of the Council, the clarification is not commercially sensitive, the Council will inform the tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all tenderers. The Council shall not be liable to the tenderer for any consequence of such publication.

The deadline for receipt of clarifications relating to this procurement or this ITT is set out in paragraph 2.1. The Council shall be under no obligation to respond to questions or requests for clarifications raised after the applicable deadlines. The Council does not undertake to answer questions or clarifications received after the relevant clarification deadlines since this will not give sufficient time for considered answers and does not give other tenderers time to react to the answers given the proximity of the return date.

Tenderers are advised not to rely on communications from the Council in respect of this procurement or ITT unless they are made in accordance with these instructions.

## **1.8 Clarifications about the Contents of the Tenders**

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a tenderer's tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly and no later than any timescales given in the clarification communication. Any clarification response which does not adhere to this requirement will not be taken into account in evaluating the tender.

## **1.9 E-Tendering Portal**

All portal related queries regarding access to, completion and submission of the procurement documents must be directed to the Portal Helpdesk using the following contact details:

Phone: 0845 5578079

E-mail: [support@in-tend.com](mailto:support@in-tend.com)

Tenders must be submitted via the Council's E-Tendering portal, In-Tend.

Please note, the e-tendering portal, In-Tend does not accept files with the same file name.



## 2.0 Tender Timetable.

### 2.1 Key Dates

This procurement will follow a clear, structured and transparent process to ensure that all tenderers are treated equally, fairly and transparently.

The key dates for this procurement are currently anticipated to be as follows:

Activity	Deadline
Deadline for Tenderers Queries	09/02/2026
Deadline for Milton Keynes City Council Response to Tender Queries	13/02/2026
Tender Submission Deadline	12 (Noon) 20/02/2026
Notification of Outcome (Anticipated)	16/03/2026
Contract Award (Anticipated)	16/03/2026

### 2.2 Deadline for Receipt of Tenders

Tenderers are responsible for the submission of their tender in the manner prescribed under paragraph no later than the deadline. Tenderers are advised to allow sufficient time to submit their response. It is recommended that the tenderer allows time for a final check to be undertaken prior to the relevant submission deadline. It will not be possible for a tenderer to upload any further information after the submission deadlines for the Tenders. I.T problems within a tenderer's own system will not be considered reasonable grounds for late submission.

The Council will not consider any tender response received after the stated deadline and failure to submit a response by the deadline will result in exclusion of the bidder from participating any further in this procurement. The Council may, however, in its own absolute discretion extend any of the deadlines and in such circumstances the Council will notify all tenderers of any change.

### 2.3 Contract Award

The Council intends to award a single contract based on a tender submitted in accordance with the instructions below. The Council reserves the right not to make an award at all.



The contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained no contract will be entered into.

Once the Council has reached a decision in respect of a contract award, it will notify all bidders of that decision.

## **2.4 Feedback/Debrief**

Feedback (Assessment Summaries) will be provided upon request.

## 3.0 Tender Completion Information.

### 3.1 Formalities

As a minimum the following are expected to be provided / uploaded to Intend prior to the tender deadline:

- Form of Tender. Where the tenderer is a company, the tender must be signed by a duly authorised representative of that company. Where the tenderer is a consortium, the tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case the signatory must have and should state that it has Council to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, it should sign and give its name in full together with the name under which it is trading.
- Schedule of Works.
- Collusive Tendering Certificate.
- Anti-Canvassing Certificate.
- Conflict of Interest for Supplier
- Response to the Quality Criteria Questions.
- Tender Questionnaire
- All supporting documentation as required as part of the Tender submission.

The tenderers shall adhere to the following requirements when submitting Tenders:

- Embedded documents within other documents will not be accepted, tenderers must upload separate copies of the embedded documents.
- All documents shall be clearly titled.
- All pricing documents must be uploaded separately in an excel format supplied by the Council and not embedded within any other documents.
- The tender must be in English.

The tender must be clear, concise and complete in relation to each question and overall, tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the deadline.

### 3.2 Submission of Tenders

- Each tenderer must submit one Tender.
- Each Tender Must be capable of being accepted by the Council in its own right.
- Each Tender Must meet the Council's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself.

### 3.3 Contract Terms

The draft contract is provided as part of this Tender. By submitting a Tender, tenderers are agreeing to be bound by the terms of this ITT and the contract, as may be amended by the Council during tender, without further negotiation or amendment.

Tenderers may ask clarification questions pertaining to the terms of contract during the permitted Tender clarification period. Where the Council accepts any requests to amend any published terms of contract, then such amendments shall be published through the clarifications function of In-Tend and shall apply to all tenderers. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable.

### 3.4 Documents Forming the Contract

Without limitation, the following documents shall form part of the contract between the Council and the successful tenderer/s:

- Completed (tender) questionnaire.
- Contract and its schedules.
- Schedule of Works.
- Any schedules or documents (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on) which are supplied by the Council as part of the tender.
- A pricing document (s) (as completed by the successful tenderer).
- Successful tenderer's responses to the tender requirements (including quality requirements).
- A list of any commercially sensitive information.

### 3.5 Consortia and Sub-Contractors

The Council requires all tenderers to identify whether and which sub-contracting, or consortium arrangements apply in the case of their tender, and in particular specify the share of the contract it intends to sub-contract, any proposed sub-contractors, and who the tenderer intends the Council to contract with.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies who come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Council.

- **Sub-contracting arrangement.** Groups of companies who come together specifically for the purpose of bidding for appointment as the Service Provider but envisage that one of their number will be the Service Provider, the remaining members of that group will be sub-contractors to the Service Provider.

### **3.6 Warnings and Disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, the Council, will not accept any liability for its accuracy, adequacy, or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a tenderer proposes to enter into a contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

### **3.7 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 – Not Applicable**

Potential Providers are advised that the Council believes that the transfer of undertakings (protection of employment) regulations 2006 and/or European Communities acquired rights directive 77/187 do not apply to this contract at its commencement.

### **3.8 Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the tenderer has received this ITT) are kept confidential by the tenderer and that it is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the tenderer to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Council shall treat all tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Council's transparency obligations.

Therefore, tenderers are responsible for ensuring that any information it is considered confidential or commercially sensitive information, has been clearly identified to the Council.

### **3.9 Publicity**

No publicity regarding this procurement or the award of any contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Council. The word 'media' includes, without limitation, radio, television, other broadcast media, newspapers or other print media, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

### **3.10 Conflict of Interest**

Tenderers are responsible for ensuring that no conflicts of interest exist between the tenderer and its advisers, and the Council and its advisors. Any tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

- The Council may exclude an organisation 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 and/or affect the integrity of the contract award.
- Where the tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise, they should inform the Council of this as soon as possible by completing the Conflict of Interest Document (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Council if any new circumstances or information arises, or there are any changes to information already provided to the Council. Failure to do so, and/or to manage any conflicts of interest properly, may result in a Tender being rejected.
- Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not present a conflict of interest for the tenderer.

### **3.11 Council's Rights**

The Council reserves the right to:

- Waive or change the requirements of this invitation to tender from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a tenderer's submission.
- Disqualify any tenderer that does not submit a compliant tender in accordance with the instructions in this invitation to tender.
- Disqualify any tenderer that is responsible for any serious misrepresentation in relation to its tender, expression of interest or the tender process.
- Reject a tenderer that is not a UK supplier or treaty supplier or intends to sub-contract the performance of all or part of the contract to a supplier that is not a UK or treaty state supplier.
- Reject tenders which are late.
- Reject abnormally low tenders
- Reject tenders that are incomplete.
- Reject tenders that are qualified i.e. tenders which include reservations or statements made to limit liabilities if the tenderer is given the contract.
- Reject tender if there has been a change in identity or control of the tenderer such that in the Council's reasonable opinion, the tenderer is no longer the same entity as was originally selected to participate in the tender process.
- Withdraw this invitation to tender at any time, or to re-invite tenders on the same or any alternative basis.
- Choose not to award any contract [or Lot] as a result of this procurement process.
- Make whatever changes it sees fit to the timetable, structure, or content of the procurement process, depending on approvals processes or for any other reason.

### **3.12 Bid Costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

### **3.13 Variant Bids**

Variant bids will not be accepted.

### **3.14 Withdrawing from the Tender Process**

If during any stage of a Tender, a tenderer decides that it cannot continue to participate in the procurement, for whatever reason, the tenderer shall write to the Council via the e-tendering portal to advise of its withdrawal from the procurement process. In its response, the tenderer must provide a clear statement that all electronic and hardcopy versions of Tender documentation have been deleted and/or destroyed as applicable.

### **3.15 Canvassing**

Any tenderer who, in connection with the opportunity:

- directly or indirectly offers any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser for the Council in connection with the opportunity; or
- does anything which would constitute a breach of the Bribery Act 2010 or under Section 117 of the Local Government Act 1972; or
- directly or indirectly canvasses any persons associated with the Council such as Councillor, Officer or Agent in connection with the opportunity; or
- directly or indirectly contacts any Councillor, Officer or Agent prior to any contract being awarded about any aspect of the procurement opportunity in a manner not permitted by this ITT (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer for the purpose of the opportunity); or
- directly or indirectly obtains or attempts to obtain information from any Councillor, Officer or agent.

will be disqualified from this procurement (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

### **3.16 Non-Collusion**

Any tenderer (which shall include its directors, employees, sub-contractors, Consortium members, advisors or companies within its group) who, in connection with the opportunity:

- fixes or adjusts the amount and/or content of its initial Tender and/or final Tender (as applicable) by or in accordance with any agreement or arrangement with any other Tenderer; or
- enters into any agreement or arrangement with any other tenderer or sub-contractor or Consortium member that it shall refrain from making initial Tenders and final Tenders (as applicable) or as to the amount of any initial Tenders and final Tenders (as applicable) to be submitted; or



- causes or induces any person to enter such agreement as is mentioned in either paragraphs above or to inform the tenderer of the amount or approximate amount of any rival initial Tender and final Tender (as applicable) for the opportunity; or
- shares, permits or discloses to another person, access to any information relating to the Tender (or another Tender to which it is party) with any other person;
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Initial Tender and/or Final Tender (as applicable) or proposed Initial Tender and/or Final Tender (as applicable) for the opportunity any act or omission except where such acts are undertaken with persons who are also participants in the tenderer's Tender, such as sub-contractors, Consortium members, advisers or companies within its group, in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security; or
- communicates to any person other than the Council the amount or approximate amount of its proposed initial Tender and/or final Tender, as applicable or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the initial Tender and/or final Tender (for example, for insurance or a parent company guarantee),

may be disqualified from participation in the procurement (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability that such conduct by a tenderer may attract). Tenderers are required to return the Anti-Collusion Certificate referred to in Tender Questionnaire / Tender Questionnaire – Further competition / MKC Questionnaire for use with SQ with their Initial and/or Final Tender (as applicable).

The Council may require a tenderer to put in place any procedures or undertake any such action(s) that the Council in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

### **3.17 Bid Validity**

Bids shall remain open for acceptance for a minimum of **120** days.

### **3.18 Real Living Wage**

Tenderers should be aware when submitting their pricing that Milton Keynes City Council is a Real Living Wage Foundation (RLWF) Employer and the successful tenderer (Service Provider) shall be required to pay at least the Real Living Wage, as defined within the conditions of Contract, to all its employees who are 18 years and above, are employed in connection with the Contract and who meet the Real Living Wage Criteria.

The Real Living Wage Criteria means circumstances where an individual (contractor's or sub-contractors' staff) works at any premises which are either owned, occupied, managed or

maintained by the Council for at least 2 hours per day over a period of 8 consecutive weeks in a year.

Tenderers are also notified that the Real Living Wage rate is reviewed annually in November and may increase. Where the rate increases, the successful tenderer (Service Provider) is required to implement such changes no later than 6 months from the date of official announcement of such increase. It will be the responsibility of the Contractor to ensure that they are up to date with any such changes and that they are complying with the stated requirements.

## 4.0 Tender Evaluation Model.

### 4.1 Award Criteria and Evaluation Criteria

All tenders received will be considered on the information contained in the Tender. Tenderers must be registered on the [central digital platform](#) and ensure their information is up to date on the system. The Tenderer must provide CDP Share Code to the Council.

Any contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most advantageous (MAT) to the Council.

The Award Criteria are:

- **40% Quality**
- **60% Price**

Scores are arrived at following the application of the evaluation criteria set out below to the tenderer's Tender. The tenderers are ranked on the total score achieved with the highest total score being ranked first. The tenderer ranked first will be awarded the contract.

All tenderers shall provide information, which demonstrates their understanding of, and ability to meet the specification.

To ensure that tenders are evaluated on a consistent basis it is essential that responses are made to all the requirements listed in the evaluation criteria within this document and are clearly numbered (using the numbering scheme given in section 4.2) and referenced to the specific evaluation criteria. Tenderers are required to give clear, concise answers to the questions. Answers should not be cross-referenced (except where expressly requested) but should be self-contained. The tenderers are required to provide a full answer covering all information requested for each question and provide supporting information, if any, in the format requested.

The tenderer shall note when preparing its response that the Council cannot assess the submission using any information not supplied by the tenderer in response to this process. The tenderer shall not assume that the Council will be supplementing the content of the tenderer's submission with any information that may already be in the Council's possession.

Each tenderer should note when preparing its response that the Council shall not evaluate the tender submission using any information supplied by the tenderer outside of this procurement process. Unclear tenders may be rejected at the Council's discretion. The Council reserves the right to seek clarification but is not obligated to seek any clarification.

The tender evaluation model showing the evaluation criteria and the maximum scores attributable to them is set out below.

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

Where stated in the evaluation criteria the response must be submitted in accordance within the page limits specified for each question. Tenderers should be aware that the page limits are a maximum and tenderers are encouraged to be concise and efficient in their responses whilst fully addressing the questions.

Responses are in size 11 Calibri font with single spacing and with margins fixed at 1.5cm top, bottom and sides. Any plans, diagrams and drawings should be legible and relevant and will form part of the word/page limit. Only the information given within the specified limits will be evaluated.

Where clearly stated in the evaluation criteria the response must be submitted in accordance with the word/page limits specified for each question. Tenderers should be aware that the page/word limits are a maximum and tenderers are encouraged to be concise and efficient in their responses whilst fully addressing the questions. **Responses must be submitted online on In-Tend using the quality questionnaire unless specified in the question and any attachments will not be evaluated unless they are specifically asked for within the question.**

## 4.2 Quality Questions – 40%

The quality evaluation of bids will utilise the award criteria and weightings below.

Table 1

Mandatory Requirements	Pass/Fail
<p><b>Membership of Schemes</b></p> <p>Please provide documentary evidence of a valid in date membership for the contractor / sub-contractor that will be carrying out the works to any of the following:</p> <ul style="list-style-type: none"> <li>• (ASFP) the Association for Specialist Fire Protection</li> <li>• (FPA) Fire Protection Association.</li> <li>• (IFCC) International Fire Consultants</li> <li>• BM Trada</li> <li>• (FIRAS) installers Certification Scheme or similar governing body and or UKAS accredited certification body.</li> <li>• Or any equivalent certification/membership</li> </ul> <p><i>Please note that failure to provide the above will result in automatic elimination of the Tenderer and your bid. To Pass, in date certification must be provided and this certification/membership must be maintained for the life of the contract. Valid means in date at the time of submission. If certificate expires the new one must be provided to us ASAP.</i></p>	<p>Pass/Fail</p>
<p><b>Third-Party Certification for Fire Safety Installation</b></p> <p>Please also provide documentary evidence that the contractor / sub-contractor is an accepted / recognised third-party installer of fire safety products in the form of certification from one of the following:</p> <ul style="list-style-type: none"> <li>• (ASFP) the Association for Specialist Fire Protection</li> <li>• (FPA) Fire Protection Association.</li> <li>• (IFCC) International Fire Consultants</li> <li>• BM Trada</li> <li>• (FIRAS) installers Certification Scheme or similar governing body and or UKAS accredited certification body.</li> <li>• Or any equivalent certification or membership</li> </ul> <p><i>Please note that failure to provide the above will result in automatic elimination of the Tenderer and your bid. To Pass, in date certification must be provided and this certification/membership must be maintained for the life of the contract. Valid means in date at the time of submission. If certificate expires the new one must be provided to us ASAP.</i></p>	<p>Pass/Fail</p>

Table 2

Level 1 Criteria	Level 1 Weighting	Level 2 Criteria	Question Weighting
<b>1. Functional and Technical Compliance with the Specification</b>	40%	<p>Where the fire stopping works are deemed to be <b>Contractor's Design works</b>. The contractor is to assess, develop and install a suitable and certified construction solution that will provide the required <b>30 or 60 minutes Fire integrity standard in line with the Fire Strategy for the Civic Offices (The Contractor's design element)</b></p> <p>1.1 Please explain your proposal to undertake the <b>minimum</b> extent of works (Where possible to successfully provide a certifiable solution) required in each of the following areas affected.</p> <p>Your proposals will need to include as a minimum:</p> <ul style="list-style-type: none"> <li>• Approach to assessing the extent of removal works required for existing fire stopping prior to reapplication of new certifiable fire stopping (i.e fire batt / board)</li> <li>• Approach to assessing the most suitable / cost effective &amp; certifiable fire stopping solution for a particular area (i.e. where to use a fire batt / board and sealant over a pipe sleeve or pipe wrap</li> <li>• Approach to sealing around power and data cabling passing through compartment walls</li> </ul> <p><i>Please limit your response to a maximum of 3 sides of A4 paper (Calibri font, size 11).</i></p>	60%
		<p>1.2 The works will also involve the removal and reinstallation of existing fire door sets (where these have been installed using non fire rated perimeter frame sealing materials / packers). Please state your approach to removing these in a way that enables them to be successfully reused and certified.</p> <p><i>Please limit your response to a maximum of 3 sides of A4 paper (Calibri font, size 11).</i></p>	20%
		<p>1.3 The compartmentation Fire Risk Assessment conducted for the client has advised of compartment block walls that have not been constructed so as to seal against the underside of the concrete soffit. The 'open' gaps between the top of the compartment wall and the soffit ranges from between 10mm to over 500mm.</p>	20%

		<p>Please state your approach to installing / fixing fire blankets so as to offer a certifiable solution for 'breaches'</p> <p><i>Please limit your response to a maximum of 3 sides of A4 paper (Calibri font, size 11).</i></p>	
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Level 1 Criteria	Level 1 Weighting	Level 2 Criteria	Question Weighting
<b>2. Specialist contractor certification</b>	15%	<p>2.1 Please advise how you will ensure that the works are carried out to the required standard including how these will be completed in accordance with the fire stopping works certification scheme.</p> <p>The contractor is to provide details of the following:</p> <ul style="list-style-type: none"> <li>Please outline your approach for both planned and ad-hoc inspections along with supervision of fire safety installations and procedures for ensuring quality control.</li> </ul> <p><i>Please limit your response to a maximum of 1 side of A4 paper (Calibri font, size 11).</i></p>	50%
		<p>2.2 Please advise what process you will follow to satisfy the requirements of the fire Stopping certification scheme for the Issuing of certificates of conformity upon completion?</p> <p><i>Please limit your response to a maximum of 1 side of A4 paper (Calibri font, size 11).</i></p>	50%
	15%	<p>3.1 MKCC is looking to appoint an appropriately qualified/experienced contractor. Please outline the</p>	100%



3. Managing safety and risks		<p>health and safety risks specifically associated with the delivery of this project to your own operatives, subcontractors, MKCC staff and the general public (both during the works &amp; post completion) and how you will mitigate these?</p> <p>Include within your answer.</p> <ul style="list-style-type: none"> <li>Describe how you will manage H&amp;S during the project phase of the works.</li> <li>The role and actions you will take to control safety risks to your employees, your appointed contractors, Milton Keynes City Council staff along with the general public / general visitors.</li> </ul> <p>Please support your answer using relevant examples of your past experience undertaking similar Fire safety works in commercial premises.</p> <p><i>Please limit your response to a maximum of 2 sides of A4 paper (Calibri font, size 11).</i></p>	
Level 1 Criteria	Level 1 Weighting	Level 2 Criteria	Question Weighting
4. Delivery	15%	<p>4.1 Please explain how your appointed site management / works supervisor will manage the delivery of the project on site.</p> <p>We have identified six key aspects of the works supervision below – please advise your approach to each of these matters:</p> <ul style="list-style-type: none"> <li>Project Management / how you will ensure you adhere to the agreed time programme for the Works</li> <li>Site security</li> <li>Managing Sub-Contractors</li> <li>Working in occupied premises - how you will minimise noise and disturbance to users of the offices when carrying out fire door repair works and fire door replacement works in office pedestrian traffic areas</li> <li>Asbestos Management – specifically with regards to how your staff on site would identify possible asbestos containing material, additionally, what controls would be put in place relating to the possible discovery of hidden asbestos material when dismantling the partition walls</li> </ul>	100%

		<ul style="list-style-type: none"> <li>Co-ordinating Site Deliveries / Collection of Waste.</li> </ul> <p><i>Please limit your response to a maximum of 3 sides of A4 paper (Calibri font, size 11).</i></p>	
<b>5. Programme</b>	15%	<p>5.1 Please submit a detailed programme that fully outlines the sequencing of the works</p> <p>Identify within your works programme where any of the works will be completed out of hours (this can best be represented by using a different colour within the chart).</p> <p>The client will, where possible, look to maximise access to the work areas so that these works can be carried out within 'normal' working hours (Monday – Friday 8.00am – 5.00pm). The contractor must understand that there will be limitations on conducting particularly noisy works within office hours (specifically where these will reverberate through the structural elements of the building – works of this nature will need to be conducted 'out of hours')</p> <p>Please provide a works programme for the site-based work (we have estimated the actual site works duration to be twelve weeks) the pre start meeting, mobilisation, lead in period must be represented in the programme but will sit outside the stated 12 week work period.</p> <p>The programme provided must be in the form of a Gantt chart or similar covering critical path and sequencing of the works (Do not present this programme in Microsoft Project, as we do not have access to this application.) format.</p> <p>Include in your gantt chart or similar submission the below as a minimum.</p> <ul style="list-style-type: none"> <li>Pre-start meeting;</li> <li>Developing RAMS;</li> <li>Lead in period for any custom constructed items (i.e. fire doors where their size and configuration dictate that these are not available 'off the shelf')</li> <li>Start date for the works;</li> <li>Providing access to appointed sub-contractors;</li> <li>Main works completion date (subject to quality assessment);</li> <li>Snagging / handover;</li> <li>Practical completion; etc.)</li> </ul> <p><i>Please limit your response to a maximum of 1 side of A3 paper (Calibri font, size 11).</i></p>	100%

Total	100%		
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All tenders will be assessed against the questions above. The evaluation panel will be made up of:

- The Principal Designer (or appointed person with technical understanding of the project)
- Building Surveyor from within the Asset Maintenance Team

Each member of the evaluation panel noted above will evaluate all tender submissions independently from each other. They will provide a score against each quality criteria question with comments as to the reasons for the score that is given.

Following the conclusion of all individual evaluations of each tenderers submission the procurement lead will receive all evaluation sheets and schedule a moderation meeting between all evaluators. The moderation meeting will be chaired by a member of the Procurement Team, and this will be the first time that evaluators are made aware of each other's scores.

The purpose of the moderation meeting is to facilitate a discussion to agree a single score and agree the comments for the score agreed. Moderated scores will not be averaged, nor the mean score used. All evaluators will agree a single score and the reasons why in the moderation meeting. The agreed score and comments will be recorded in the moderation meeting and used to determine a tenderers overall tender score.

The following criteria shall be used when evaluating the quality criteria submissions:

Score	Definition
0	Unacceptable / No response  No response at all or insufficient information provided in the response such that the solution is not capable of assessment and/or is incomprehensible
1	Poor (Limited compliance but major areas of weakness and/or concern) A response that is inadequate or only partially addresses the question. The response fails in several significant areas to set out a solution that addresses and meets the Council's requirements: little or no detail (and, where evidence is required or necessary, only limited evidence) has been provided to support and demonstrate that the Tenderer will be able to deliver the Project and/or fundamental reservations as to the deliverability of the Tenderer's proposals.
2	Acceptable (General compliance with requirements, but with one or more areas of weakness)  A response that adequately addresses the question. The response sets out a solution that adequately addresses and meets the Council's requirements: with some detail (and, where evidence is required or necessary, with an acceptable level of evidence) provided to support

	the solution and demonstrate that the Tenderer will be able to deliver the Project and/or some (but not fundamental) reservations or weaknesses as to the deliverability of the Tenderer's solution.
3	<p>Good (Substantial compliance with only minor areas of weakness)</p> <p>A good response that addresses all aspects of the question. The response sets out a solution that largely addresses and meets the Council's requirements, with a good level of detail (or, where evidence is required or necessary, a good level of evidence) provided to support the solution and demonstrate that the Tenderer will be able to deliver the Project; only minor reservations or weakness in a few areas as to the deliverability of the solution.</p>
4	<p>Excellent (Fully compliant with requirements)</p> <p>A very good response that addresses all aspects of the question in detail. The response sets out a robust solution that fully addresses and meets the Council's requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution and demonstrate that the Tenderer will be able to deliver the Project; no reservations and provides full confidence as to the deliverability of the solution.</p>

All questions will be scored against the definitions showed in the table above.

Responses may score any whole numbers as per the scoring table.

To ensure the relative importance of the evaluation criteria are correctly reflected in the overall scores, the weighting criteria shown at 4.2 above will be applied. The score for each evaluation sub-criteria will be divided by maximum marks available for the question and multiplied by the sub weighting (%) of the question, to provide a weighted score (%) for that question.

For example, if the sub weighting for the question is 20%, the maximum marks available are 4 and the tenderer is marked a '2', their weighted score (%) for that question will be:

$$2/4 \times 20 = 10.00\%$$

The weighted scores of quality questions will be added to give a total weighted score for the Level 2 criteria of the quality requirements.

The weighted quality score will then be converted into the Level 1 criteria score using the following calculation:

Level 1 section quality score = (Sum of questions weighted quality score/maximum total Level 2 weighted quality score) x Level 1 section weightage

The sum of weighted quality scores of all sections within Level 1 will then be converted into the quality weighted scored using the following calculation:

Quality weighted score = (Sum of level 1 weighted quality scores/maximum total Level 1 weighted quality score) \*Quality weighting

**The Mandatory Requirements (Table 1) of the quality criteria will be evaluated first on a Pass /Fail basis. Fail in any one of the mandatory requirement questions will result in automatic elimination of the tenderer and their bid and will not be taken forward to evaluation of quality criteria given in Table 2.**

**A minimum quality threshold of 50% (i.e. a score of 20% out of available 40%) must be met for the quality criteria in order for a tender submission to be taken forward to the price evaluation stage**

### **4.3 Price Criteria – 60%**

The price evaluation of bids will utilise the award criteria and weighting as demonstrated below.

The price to be provided in the Schedule of Works document.

Criteria	Weighting
Level 1 Weighting	<b>100%</b>
<b>Total</b>	<b>100%</b>

Price payable by the Council will be evaluated in accordance with below. The tenderer providing the lowest price to the Council will be awarded maximum points and all other tenderers will be awarded points on a pro-rata basis as shown in the table by way of an example:

Tenderer	Cost to Council (£m)	Calculation	Points (up to two decimal points)
Tenderer 1	2.00		60.00%
Tenderer 2	2.20	$2.0/2.2 \times 60\%$	54.54%
Tenderer 3	2.40	$2.0/2.4 \times 60\%$	50.00%
Tenderer 4	2.80	$2.0/2.8 \times 60\%$	42.86%

Should the pricing evaluation have more than one section attributed within it, each section will be assessed using the above methodology incorporating the weighting per line as shown.

#### **Evaluation Result Tie**

The MAT (quality + price) score will be calculated up to two decimal points. In the event of a tie i.e. where more than one highest scoring Tenderers score same MAT score up to two decimal point, the Council will award the Contract to the Tenderer scoring higher price.