



Department  
for Environment  
Food & Rural Affairs

# Request for Quotation

**For supply of a Mechanical Ultra-Low Temperature Freezer**

**Tender Reference: Project 30195**

**August 2020**

## Contents

Request for Quotation .....	3
Section 1: Response Particulars .....	3
Glossary .....	3
Conditions applying to the RFQ .....	5
Acceptance of Quotations .....	5
Costs .....	5
Mandatory Requirements .....	5
Clarifications .....	5
Amendments .....	5
Conditions of Contract .....	5
Disclosure .....	5
Disclaimers .....	6
Section 2: Specification .....	7
Section 3: Evaluation Overview .....	9
Section 4: Technical Evaluation .....	10
Section 5: Commercial Response .....	12
APPENDIX ONE (1 ) AUTHORITY'S CONDITIONS OF CONTRACT .....	14
APPENDIX TWO (2) FORM OF TENDER .....	15
ANNEX A .....	16

# Request for Quotation

## Section 1: Response Particulars

For supply of one (1) a Mechanical Ultra-Low Temperature Freezer.

You are invited by Defra Group Commercial on behalf of Defra, to submit a quotation for the requirement described in the specification below.

Please note that only one make / model of Equipment per Tenderer may be submitted.

Please submit your quotation via the Bravo system on or before the deadline given below;

Action	Date
Deadline for Clarification Questions	24 <sup>th</sup> August 2020
Deadline for receipt of Quotation	31 <sup>th</sup> August 2020
Intended date of Contract Award	9 <sup>th</sup> September 2020
Intended Delivery Date	On or before 30 <sup>th</sup> October 2020

### Glossary

Unless the context otherwise requires the following words and expressions used within this Request for Quotation shall have the following meanings (to be interpreted in the singular or plural as the context requires);

Words / Expression	Meaning
“APHA”	means the Animal and Plant Health Agency;
“Authority”	means the Department for Environment, Food and Rural Affairs acting as part of the Crown;

“Bravo”	means the e-tendering system used by the Authority for conducting this procurement which can be found at <a href="http://defra.bravosolution.co.uk">http://defra.bravosolution.co.uk</a> ;
”cm”	means Centimetre(s);
“Contract”	means the contract to be entered into by the Authority and the successful supplier;
“Contractor”	means the successful Tenderer(s) who will be a party to the Contract and responsible for supplying the Equipment;
“Delivery”	means the fixed price for delivery, door-to-door;
“Equipment”	means one (1) Mechanical Ultra-Low Temperature Chest Style Cryogenic Freezer;
“L”	means Litre(s);
“mm”	means millimetre(s);
“RFQ”	means this Request for Quotation and all related documents published by the Authority and made available to suppliers;
“Tenderer”	means anyone responding to the RFQ and, where the context requires, includes a potential tenderer;
“Working Hours”	means between 9:00 to 17:00 on a Working Day.

## **Conditions applying to the RFQ**

You should examine your quotation response to the RFQ and related documents ensuring it is complete prior to submitting your completed quotation.

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

## **Acceptance of Quotations**

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

## **Costs**

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

## **Mandatory Requirements**

The RFQ includes mandatory requirements and, if you do not comply with them, your quotation will not be evaluated. All mandatory requirements are set out in Bravo.

## **Clarifications**

The Authority reserves the right to discuss, confidentially, any aspect of your quotation with you prior to any award of Contract to clarify matters.

## **Amendments**

The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you in writing and may extend the deadline for receipt in order to give you a reasonable time in which to take the amendment into account.

## **Conditions of Contract**

The terms and conditions that will apply to this contract are attached as Appendix One (1). These will be included in any contract awarded as a result of this RFQ process. The Authority will not accept any material changes to these terms and conditions proposed by a supplier.

## **Disclosure**

All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

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

You should also note that the Authority will publish the RFQ and the Contract on the Contracts Finder Website.

By submitting a quotation you consent to these terms as part of the procurement.

### **Disclaimers**

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

The Authority does not:

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

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

## Section 2: Specification

### 2.1 Background

The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information on the Authority can be found at:

<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>

APHA is responsible for safe-guarding animal and plant health for the benefit of people, the environment and the economy. Amongst others, APHA engages with farmers, industry groups and the public and acts as an interface between industry and government. APHA has responsibility for applying and providing expert advice to decision makers and rapidly responding to emergencies in case of outbreak of diseases. Further information on APHA can be found at:

<https://www.gov.uk/government/organisations/animal-and-plant-health-agency>

### 2.2 General Requirements and Standards

APHA requires the supply and delivery of one (1) chest style cryogenic mechanical ultra-low temperature (-150 °C) freezer to replace an existing liquid nitrogen based cryo-store.

This Equipment is essential for the preservation of primary cell samples from ongoing and future virus infection studies conducted in animals.

### 2.3 Specific Requirements

The Equipment requirements are detailed below:

- Must be a chest style design.
- Must have an internal storage capacity of between two hundred and thirty (230) L and two hundred and fifty (250) L.
- Spares for the Equipment must be available for purchase for at least ten (10) years post-delivery.
- Must be capable of maintaining an operating temperature of minus one hundred and fifty (-150°C) maximum with an accuracy of plus or minus ten (10) °C.

- Must be supplied with a minimum of 120 cryogenic boxes (size 13.3 cm x 13.3 cm x 5.2 cm) and sufficient racks to accommodate the boxes.
- The racks and the corresponding cryogenic boxes must be compatible with the Equipment.
- Must operate on UK mains power, using a standard 240 volt, 13 amp UK three pin plug.
- Must contain a digital control / display panel showing current operating temperature.
- Must contain upper and lower temperature limit alarms.
- Must contain entry port for the insertion of a temperature monitoring probe wire.
- Must be compliant with current EU / UK safety standards for electrical equipment.
- Must be compliant with current EU / UK standards for refrigerant gases.
- Must have caster wheels which must lock once the Equipment is in final position.
- User adjustable temperature and alarms.
- Must not exceed eight-hundred and ninety (890mm) deep as the Equipment is required to fit through a door which is nine hundred (900) mm wide x one-thousand, eight hundred and eighty (1880) mm high.
- Must be able to be locked.

## **2.4 Delivery**

Delivery, including removal of all packing materials, is required on or before Friday 30<sup>th</sup> October 2020.

The Equipment will be delivered to;

APHA Weybridge  
Central Stores  
Woodham Lane  
New Haw  
Addlestone  
Surrey  
KT15 3NB

Delivery shall be made within normal Working Hours (excluding Public Holidays).



All freight costs, door-to-door, to be met by the Contractor.

## **2.5 Access to APHA for any breakdown visits during the warranty period.**

A Facilities Management (FM) Provider controls access to APHA locations and requires confirmation of Contractor's insurance and certificates of competency / training, plus they will retain a copy of the contractor's RAMS (Risk Assessment and Method Statement).

The FM Provider will administer the 'Permit to Work' process in the Permit Office / FM Provider office on site. They will provide the Contractor's engineer with copies of Building Entry permits that must be signed on arrival and departure of the required building by APHA. Contractors will be escorted to and from the Permit Office by a designated officer from the Authority.

When arriving on site for the first time, the Contractor's staff will be required to attend a site safety induction (before commencing their work) and they must allow time within their schedule for this to take place. Inductions usually take no more than forty-five (45) minutes and are valid for twelve (12) months.

The Contractor, whilst on site, shall adhere to the Authority's and FM Provider's health and safety policies and procedures.

## **2.6 Warranty**

The Equipment will carry a minimum of one (1) year's warranty including all parts, labour, breakdown call-outs and servicing.

APHA require a further 4 years warranty. The total warranty period shall be five (5) years.

## **2.7 Additional Information**

The Equipment provider will ensure that APHA are aware of any communications or safety alerts applicable to the Equipment at any time during the life of the Contract.

## **2.8 Performance Management Framework (including Key Performance Indicators and Service Credits)**

As part of the Authority's continuous drive to improve the performance of all Contracts, this PMF will be used to monitor, measure and control all aspects of the Contractor's performance of contract responsibilities.

The purpose of the PMF is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any sub-contractors.

KPIs are essential in order to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels.

The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.

The Authority shall review performance against KPI's and, if appropriate, instigate meetings and work closely with the Contractor to agree action plans. The Authority expects the Contractor to agree and implement these plans. If this does not happen, only then shall service credit principles be applied.

The KPIs for this Contract are set out at Annex A.

## **Service Credit Principles**

The use of service credits is governed by the following principles:

Service credits sit within the wide service management approach being pursued by the Contractor and the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.

The service credit regime shall be instigated on each occasion where there is a service failure. Failure to meet a KPI may also give rise to a remediation plan.

- KPIs with a service credit rating of one (1) will have a service credit of three per cent (3%) of the invoice amount for the monitoring period, applied for each KPI failure.
- KPIs with a service credit rating of two (2) will have a service credit of five per cent (5%) of the invoice amount for the monitoring period, applied for each KPI failure.
- The maximum annual service credit to be applied will be no more than ten per cent (10%) of the total annual contract value per Contractor.

The Authority has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.

Service credits claimed shall be paid to APHA as a credit note within one (1) month following the date at which the service credits were applied.

The full, agreed service credit regime will operate from the Contract start date until the end of the contract period. The KPIs may be adjusted to ensure that they are appropriate and achievable.

## Section 3: Evaluation Overview

- 3.1 Details of the Qualification, Technical and Commercial requirements can be located through the Bravo e-tendering portal (<http://defra.bravosolution.co.uk>).
- 3.2 The Tenderer is required to complete the appropriate qualification questions detailed within the Bravo e-tendering portal. In addition, the Tenderer is required to complete and upload the Form of Tender, Appendix Two (2).
- 3.3 Quotation responses will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring quotation response after the weightings in paragraph 3.4 are applied.
- 3.4 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
  - The total technical / quality score (Section 4 of this RFQ) awarded will form sixty per cent (60%) of the final score;
  - The score awarded for commercial / price (Section 5 of this RFQ) will form forty per cent (40%) of the final score.
- 3.5 Evaluation of quotation responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the quotation responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

## Section 4: Technical Evaluation

### 4.1 Submission Overview

The Technical response will form sixty per cent (60%) of the final score. Tenderers must answer Questions E01 - E02 which are Pass / Fail and Question E03 which comprises the scored Technical response (within the 'Technical Envelope' on Bravo).

If the Tenderer scores a Fail in E01 – E02 then they will be eliminated from the procurement.

If a score of less than fifty (50) is awarded to a Tenderer's response to question E03 the Authority will reject the tender.

### 4.2 Technical Evaluation Criteria

#### **E01 – Conformance**

##### **Weighting: Pass / Fail**

Please confirm that the Equipment will conform to the Standards specified in Section 2.3 of the Specification.

**Pass** – The Tenderer answers 'yes' to this question.

**Fail** – The Tenderer answers 'no' to this question.

Please note: Evidence of this will be requested from the successful Tenderer before contract award.

#### **E02 – Delivery Timescale**

##### **Weighting: Pass / Fail**

Please confirm that your organisation is able to meet the delivery requirements specified in Section 2.4 of the Specification of Requirement.

**Pass** – The Tenderer answers 'yes' to this question.

**Fail** – The Tenderer answers 'no' to this question.

## **4.3 Technical Response**

### **E03 - Technical Capacity**

#### **Weighting: 100% of the Technical Score**

Please upload a technical document detailing the points below. The information must clearly address each of the requirements stated in Section 2 of the RFQ and must not include promotional brochures.

Please upload one (1) word document with the filename 'E03\_Your Company Name'. Your response must be no more than six (6) sides of A4, minimum font size 10.

#### **Evaluation Criteria**

Your response should include:

- A full description of the proposed Equipment and an explanation as to how it meets the Authority's requirements, referring specifically to all of the requirements outlined within Section 2.3.
- Confirmation of warranty provision (total warranty period of 5 years) as detailed in Section 2.6.

## **4.4 Scoring**

For the technical response, scores will be awarded to Tenderers' answer as follows:

For a score of hundred (100): Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.

For a score of seventy (70): Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.

For a score of fifty (50): Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.

For a score of twenty (20): Poor - Response is partially relevant and / or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.

For a score of zero (0): Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

## Section 5: Commercial Response

### 5.1 Price

The Commercial response will form forty per cent (40%) of the final score.

One total price for this requirement must be submitted (within the 'Commercial Envelope' on Bravo) in £ sterling, exclusive of VAT.

	Quantity	£
Total cost of Equipment (ex. VAT)	1	
Total cost of the racks and cryogenic boxes	1	
Total cost of the extended warranty	1	
<b>Total cost of all three items above</b>		

#### Price and Breakdown

The total price submitted for evaluation is to include the following:

- a) All costs associated with delivery of the Equipment.
- b) Any other additional costs.

**Please provide an attachment within the Commercial Envelope on Bravo detailing how your pricing is comprised.**

#### Pricing Evaluation

The Tenderer with the lowest overall price will receive the maximum score for the commercial element.

### 5.2 Scoring

The Total Price submitted in the RFQ will be scored according to the following mechanism:

The weighting and maximum marks available for this part of the RFQ will be forty per cent (40%) and will be awarded to the Tenderer with the lowest Tender Price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price.

The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 40 \text{ (Maximum available marks)}$$

For example, if three (3) Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

$$\text{Tenderer A Score} = £3000 / £3000 \times 40 \text{ (Maximum available marks)} = 40$$

$$\text{Tenderer B Score} = £3000 / £5000 \times 40 \text{ (Maximum available marks)} = 24$$

$$\text{Tenderer C Score} = £3000 / £6000 \times 40 \text{ (Maximum available marks)} = 20$$

## **APPENDIX ONE (1)**

### **AUTHORITY'S CONDITIONS OF CONTRACT**

Located as an attachment on Bravo entitled 'Appendix One (1) - Conditions of Contract'.



## **APPENDIX TWO (2)**

### **FORM OF TENDER**

Located as an attachment on Bravo entitled 'Appendix Two (2) – Form of Tender'.

## ANNEX A

Annex A – Key Performance Indicators				
KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1 Delivery on time	The Equipment is delivered on or before Friday 30 <sup>th</sup> October 2020.	Delivery against agreed timescales	100%	1
KPI 2 Quality	The Equipment is accepted as suitable by APHA and performs to the manufacturer's specifications.	The Equipment meets the required standards as stated in the specification	100%	1
KPI 3 Warranty	Effective resolution of issues under extended Warranty.	<p>Prompt and effective repairs carried out during the extended Warranty period for the costs agreed in the contract.</p> <p>Scheduling of visits to be agreed in advance with end user.</p>	100%	2