

Invitation to Tender

Title: Biological Safety Cabinet (BSCs), Fume Cupboard (FC), Laminar Flow Cabinets (LFCs) & PCR Workstation Maintenance Contract – The Pirbright Institute

Date: 8th January 2024

Procurement: John Nixon

Owner: Nik Hayward

Client: The Pirbright Institute

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2 Introduction

The Pirbright Institute is inviting tenders for Biological Safety Cabinet (BSCs), Fume Cupboard (FC), Laminar Flow Cabinets (LFCs) & PCR Workstation Maintenance Contract at The Pirbright Institute.

2.1 Document Purpose

The primary purpose of this document is to provide potential suppliers with the information to allow them to submit adequate information to tender for the works.

2.2 Contract Notice

A notice for this contract was placed on contracts finder on the 8th January 2024 by The Pirbright Institute.

2.3 Contract Type

Standard Terms and Conditions for the Purchase of Goods and Services

2.4 Contract Duration

The award contract duration will be **1st April 2024 - 31st March 2026 with the options of 2no x 1 year extensions. i.e. 2+1+1.**

3 Contract Scope

The contract is for a single supplier to provide Biological Safety Cabinet (BSCs), Fume Cupboard (FC), Laminar Flow Cabinets (LFCs) & PCR Workstation Maintenance - at The Pirbright Institute, Ash Road, Pirbright, Surrey, GU24 0NF.

Work packages to be included:

- **Work Package 1 – BSC Maintenance**
- **Work Package 2 – Fume Cupboard Maintenance**
- **Work Package 3 – Laminar Flow Cabinet Maintenance**
- **Work Package 4 – PCR Workstation Maintenance**

Points to note:

- Work Package 1 – BSC Maintenance – Dependant on the risk space (RS1, RS2 or RS3) the BSCs will either require a 6 monthly service (RS2 & RS3) and 12 monthly service (RS1)
- Work Package 2 – Fume Cupboard Maintenance – Full annual service on a 12 monthly basis.
- Work Package 3 – Laminar Flow Cabinet Maintenance - Full annual service on a 12 monthly basis

- Work Package 4 – PCR Workstation Maintenance Full annual service on a 12 monthly basis
- Remedial works to be quoted separately.
- Details to be provided for additional callouts: 72-hour call out timescale expected and chargeable at 30-minute increments. Call out rates and charge per 30 minutes to be provided.
- A reasonable number of spare parts are to be held ready for call outs.
- All engineers should be directly employed.
- Location of proposed engineers to be provided.
- Preference is for dedicated engineers for the site as they will need to undergo site security clearance so they can work unescorted.

4 Instructions to Tenderers

4.1 Location of Works

The works will take place at the following address:

The Pirbright Institute
Ash Road
Pirbright, Surrey
GU24 0NF

4.2 Procurement Timetable

The timetable for this tender is anticipated as below:

Key Task/Milestone	Date
Tender Stage	
Notice published on Contracts Finder	19 th December 2023
Invitation to Tender issued through Contracts Finder or on Request	19 th December 2023
Site Visits to be arranged through Nik.Hayward@pirbright.ac.uk	15 th - 16 th January 2024
Deadline for receipt of questions relating to the tender	12:00 (Noon) 19 th January 2024
Answers to questions circulated	16:00 23 rd January 2024

Key Task/Milestone	Date
Date for receipt of Tender Submissions to PirbrightTenders@pirbright.ac.uk only	12:00 (Noon) 29 th January 2024
Evaluation of Tender Submissions	30 th January - 8 th February 2024
Clarification Meetings/Interviews	12 th - 13 th February 2024
Contract Award Stage	
Notification of award decision	16 th February 2024
Debriefing/Feedback Period	16 th February - 23 rd February 2024
Contract Award	26 th February 2024
Contract Commencement Date	1 st April 2023

4.3 Tender Submission Requirements

Tenderers should ensure that their Tender is submitted on company headed paper and confirm the following:

- Cover Letter on company headed paper
- Tenders for works broken down where appropriate into project stages
- Acceptance statement of THE PIRBRIGHT INSTITUTE chosen T&Cs detailing any modifications required
- Acceptance statement of confidentiality statement included in this ITT document
- Details of how the specification will be met
- Details of relevant experience
- Details of relevant qualification
- Details of 3 relevant case studies
- Details of quality management system processes/accreditations utilised
- Details of Safety management system processes utilised
- Details of Environmental system management processes utilised
- Confirmation that all engineers are directly employed
- Location of proposed engineers to be provided
- Details of any proposed Sub-Contractors
- Preference is for dedicated site engineers as they will need to undergo site security clearance so they can work unescorted.

Tenderers should fully complete and include the following as part of their Tender submission:

- Appendix A - Supplier Pre-Qualification Questionnaire
- Appendix C - Pricing Schedule
- Appendix F - Form of Offer

4.4 Tender Submission and Clarifications

The PIRBRIGHT INSTITUTE contact for queries and clarifications is

Name	Position	Email & Telephone
John Nixon	Procurement Buyer	Procurement.department@pirbright.ac.uk

All queries will be collated, and clarifications issued to all tenderers during the process. Deadline for receipt of questions relating to the tender by no later than **12:00 (Noon) 19th January 2024**.

Tender submissions to PirbrightTenders@pirbright.ac.uk only and by no later than **12:00 (Noon) 29th January 2024**.

4.5 Tender Evaluation

Once received, tenders will be evaluated by members of the PIRBRIGHT INSTITUTE Estates Management team.

Tenders will be evaluated based on cost, commercial and quality aspects, and references will be sought where appropriate.

Evaluation will take the form of scoring via a scoring matrix see Appendix B .

Where required, clarifications will be sought by THE PIRBRIGHT INSTITUTE from tenderers to ensure scoring is fair.

Where tender contract price is deemed by THE PIRBRIGHT INSTITUTE to be abnormally high or low, they may be discounted from the competition and not taken through to the scoring stage of the tender. It will be at the discretion of THE PIRBRIGHT INSTITUTE whether clarification is sought for the abnormally high/low proposal. In the event that a tender submission contains other abnormal factors, clarification will be sought by THE PIRBRIGHT INSTITUTE. Should THE PIRBRIGHT INSTITUTE not be satisfied with the clarification response, they may disqualify the tender from the competition and no further evaluation/scoring will be conducted for the tender submission.

On completion of evaluation and scoring of tender submissions, where the highest scoring submissions are within 5% of each other, it will be at the discretion of THE PIRBRIGHT INSTITUTE to award the contract to the supplier they deem most appropriate for the contract provision.

4.6 THE PIRBRIGHT INSTITUTE Terms and Conditions

The contract will be based on the following model:

The Pirbright Institute - Standard Terms and Conditions for the Purchase of Goods and Services.

4.7 Confidentiality

By submitting a tender proposal in response to this ITT the tenderer is agreeing to the following:

All information supplied to you by The Pirbright Institute, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Customer Organisation has given express written consent to the relevant communication.

This ITT and its accompanying documents shall remain the property of The Pirbright Institute.

The Pirbright Institute reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Customer Organisation. The Pirbright Institute further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below).

By participating in this Procurement Process, you agree to such disclosure and/or publication by the Customer Organisation in accordance with such rights reserved by it under this paragraph.

The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to The Pirbright Institute (together the "Disclosure Obligations").

You should be aware of The Pirbright Institute's obligations and responsibilities under the Disclosure Obligations to disclose information held by The Pirbright Institute. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by The Pirbright Institute under the Disclosure Obligations, unless The Pirbright Institute decides that one of the statutory exemptions under the FOIA or the EIR applies.

If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, you must provide clear and specific detail as to:

- The precise elements which are considered confidential and/or commercially sensitive.
- Why you consider an exemption under the FOIA or EIR would apply.
- The estimated length of time during which the exemption will apply.

The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that The Pirbright Institute should not and will not be bound by any such markings.

In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that The Pirbright Institute accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to The Pirbright Institute, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made.

You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to The Pirbright Institute on the basis that it may be disclosed under the Disclosure Obligations if The Pirbright Institute considers that it is required to do so and/or may be used by the Customer Organisation in accordance with the provisions provision of this ITT.

Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with The Pirbright Institute’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on The Pirbright Institute’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

4.8 Conditions of Tender

- In submitting a proposal in response to this invitation to tender tenderers do so on the conditions specified or referred to herein and on the following express conditions.
- Tenderers should consider only the information contained within this invitation to tender, or otherwise communicated in writing to tenderers, when making their offer.
- Information supplied by THE PIRBRIGHT INSTITUTE is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. THE PIRBRIGHT INSTITUTE cannot accept responsibility for any inaccurate information obtained by Tenderers.
- Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender
- The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
- Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.
- THE PIRBRIGHT INSTITUTE shall not be liable for, or pay any direct or indirect costs howsoever incurred by any Tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings, presentations, demonstrations or by any Tenderer who fails to respond by the deadline set.

5 APPENDICES

Appendix A - Supplier Pre-Qualification Questionnaire

Appendix B - BSC Maintenance and Validation Service Contract Scoring Matrix

Appendix C - Pricing Schedule

Appendix D - Standard Terms and Conditions for the Purchase of Goods and Services

Appendix E - BSC maintenance and validation service contract specification

Appendix E1 - RISK-COP-7: Management of Contractors

Appendix E2 - RISK-COP-3: Contractor Site handbook

Appendix E3 - RISK-FORM-4: Pirbright Site Rules Overview

Appendix E4 - EMS-WI-085: Permit to work.

Appendix E5 - EMS-FORM-100: Point of Work Risk Assessment (POWRA)

Appendix E6a - EMS-FORM-098 Permit to Work Part A, Part B & Part C - Permit to Work v6

Appendix E6b - EMS-FORM-098 Permit to Work Part A, Part B & Part C - Permit - Section 4 Extension

Appendix E7 - EMS-WI-87: EMS Lockout/Tagout Work Instruction

Appendix E8 - EMS-SOP-104: Engineering & Operations SOP

Appendix F - Form of Offer

Appendix G - The Pirbright Institute's use of animals in research