



Department  
for Environment  
Food & Rural Affairs

# Request for Quotation

## For 31285 – Provision of Cooling Incubators

January 2021

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# Request for Quotation

## 31285 – Provision of Cooling Incubators

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

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

| Action                                     | Date                     |
|--|--------------------------|
| Deadline for receipt of Quotation          | 29-01-2021 at 12:00 GMT  |
| Intended date of Contract Award            | 09-02-2021               |
| Intended Contract Start Date               | 11-02-2021               |
| Intended Delivery Date / Contract Duration | 11-02-2021 to 31-03-2024 |

## 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  |
|------------------|--|
| “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> . |
| “Contract”       | Means the contract to be entered into by the Authority and the successful supplier   |

“RFQ”

Means this Request for Quotation and all related documents published by the Authority and made available to suppliers

## 1. 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.

## 2. 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.

## 3. 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.

## 4. 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.

## 5. 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. Clarification questions should be submitted to the Authority via the Bravo platform no later than 25/01/2021 at 12:00 GMT.

## 6. 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.

## 7. Conditions of Contract

The terms and conditions attached in Bravo Short Form (Goods) 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.

## 8. Specification

This section sets out the Authority's requirements.

### 8.1 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>

### 8.2 Requirements

8.2.1 APHA requires the supply, Delivery, positioning and calibration of the Equipment for use within the regional field offices.

8.2.2 This is intended to act as a call-off contract. An initial order of 3 medium and 6 large units are required. The Authority must take delivery of this initial requirement no later than 31/03/2021.

8.2.3 Following this, the Authority may wish to place orders for units of identical specification to those described below in 1.2.1 and 1.2.2 up until 31/03/2023.

8.2.4 Following this, two times one year extensions may be agreed upon between the Authority and the Contractor.

8.2.5 Future order numbers have not been determined and will be subject to authority requirements and budget constraints.

8.2.6 There is to be no guarantee of any onward usage of this contract by the Authority.

8.2.7 Medium incubators are required to meet the following essential requirements:-

- External Dimensions:

Height no greater than two thousand (2000) mm, width no greater than seven hundred (700) mm and depth no greater than six hundred and seventy (670) mm.

General Requirements:

- The maximum weight of a single unit will not exceed one hundred and sixty (160) kg.
- Increments of 0.1°C for both medium and large incubators.
- A minimum capacity of one hundred and fifty (150) litres and a maximum capacity of three hundred (300) litres is required.
- The equipment must be able to maintain an operating temperature range of 22-25°C, when the ambient temperature outside of the unit falls between a range of 0°C - 60°C, for example via the use of thermostatically controlled heating, cooling and circulation functions.
- The maximum temperature recovery time from closing the door will be a minimum of fifteen (15) minutes and a maximum of thirty (30) minutes.
- Four (4) removable shelves must be included along with a support system to allow further shelves to be added if required.
- Each unit must have the ability to accommodate minimum thirty (30) packaging components measuring two hundred and seventy (270) mm in length, two hundred and seventy (270) mm wide and thirty-three (33) mm deep.
- Ability to cool internal chamber to maintain set temperature to +/- 0.5°C when the ambient temperature outside of the unit falls between a range of 0°C - 60°C.

8.2.8 Large incubators are required to meet the following essential requirements:-

- External Dimensions:

Height no greater than two thousand (2000) mm, width no greater than one thousand and one hundred (1100) mm and depth no greater than nine hundred (900) mm.

General Requirements:

- The maximum weight of a single unit will not exceed two hundred and twenty (220) kg.
- A minimum capacity of three hundred (300) litres and maximum capacity of five hundred and fifty (550) litres is required.
- The equipment must be able to maintain an operating temperature 22°C, when the ambient temperature outside of the unit falls between a range of 0°C - 60°C, for example via the use of built in thermostatically controlled heating, cooling and circulation functions.
- The maximum temperature recovery time from closing the door will be a minimum of fifteen (15) and a maximum of thirty (30) minutes.
- Six (6) Removable and equally spaced shelves must be included along with a support system to allow further shelves to be added if required.
- Each unit should have the ability to accommodate minimum sixty (60) packaging components measuring two hundred and seventy (270) mm in length, two hundred and seventy (270) mm wide and thirty-three (33) mm deep
- Ability to cool internal chamber to maintain set temperature to +/- 0.1°C and maintain the set temperature to +/- 0.5 when the ambient temperature outside of the unit falls between a range of 0°C - 60°C.

8.2.9 All Equipment must meet the following essential

requirements:- Essential Requirements

- Full internal stainless steel chamber construction
- Digital controls (as above with stated increments)
- Fully sealed inner chamber
- Fan assisted air circulation

- Full set-up instructions and basic training included to staff on the delivery site.
- Ability to cool internal chamber to maintain set temperature to +/- 0.5°C when the ambient temperature outside of the unit falls between a range of 0°C - 60°C.
- Entry port for the insertion of a temperature monitoring probe wire.
- Compliant with current UK safety standards for electrical equipment at contract award and for the duration of the contract.
- Compliant with current UK standards for refrigerant gases at contract award and for the duration of the contract.

## 8.3 Delivery

8.3.1 Delivery of the initial order of nine units will be required by 30<sup>th</sup> March 2021 at the latest.

8.3.2 Site address for delivery of the first 9 units are listed below, but are subject to change to other APHA UK mainland sites in accordance with business need.

8.3.3 Future orders under this contract may be for different APHA office locations as yet to be determined, but will always be located in mainland UK.

| Location         | Units | Delivery Address  |
|------------------|-------|---|
| APHA Shrewsbury  | 2     | Animal and Plant Health Agency (APHA) Centurion Park, Harlescott Shrewsbury SY1 4HD |
| APHA Worcester   | 1     | County Hall Spetchley Road Worcester Worcestershire WR5 2NP                         |
| APHA Aston Down  | 1     | Aston Down, Nr Stroud, Glos GL6 8GA   |
| APHA Bridgewater | 1     | Bridgewater EA Building Rivers House East Quay Bridgewater Somerset. TA6 4YS        |
| APHA Stafford    | 1     | Beacon House, Staffordshire Technology, Dyson Way, Stafford, ST18 0AR               |
| APHA Leicester   | 1     | Saffron House, Tigers Road, Wigston, Leicester, LE19 4UY                            |
| APHA Crewe       | 1     | Horn Beam House, Electra Way, Crewe, Cheshire CW1 6GJ                               |



|                 |   |  |
|-----------------|---|--|
| APHA Launceston | 1 | Unit 19/26 Pennygillam Industrial Estate<br>Launceston Cornwall PL15 7ED |
|-----------------|---|--|

## 8.4 Calibration

The Authority do not anticipate calibration to be a requirement as it is intended that it shall be carried out by internal staff. If an initial calibration by the Authority's staff shall invalidate the warranty provided, the contractor should make this known within their response and include a price for calibration in the commercial envelope.

## 8.5 Warranty

The Equipment supplied by the Contractor(s) shall have a one (1) year warranty period from the date of delivery. This includes all parts, labour, breakdown call-outs and servicing.

## 8.6 Additional Information

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

## 8.7 Prices

Prices must be submitted in £ sterling, exclusive of VAT. Unit prices submitted for medium and large incubators shall be held until 31/03/2022 as the agreed price for any future call off; after which annual increases may be agreed between the Authority and the contractor. Price increases of no more than CPI may be made to the total unit prices on each subsequent year with the agreement of the Authority.

## 8.8 Quotation Submission

Details of the Qualification, Technical and Commercial requirements can be located through the Bravo e-tendering portal (<http://defra.bravosolution.co.uk>).

## 9. 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.

## 10. 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.

## 11. Evaluation Overview

**11.1** Details of the Qualification, Technical and Commercial requirements can be located through the Bravo e-tendering portal (<http://defra.bravosolution.co.uk>).

**11.2** 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 2).

**11.3** 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.

**11.4** 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 3 of this RFQ) awarded will form sixty per cent (60%) of the final score;
- The score awarded for commercial / price (Section 4 of this RFQ) will form forty per cent (40%) of the final score.

**11.5** 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.

## 12. Technical Evaluation

### 12.1 Submission Overview

The Technical response will form sixty per cent (60%) of the final score. Tenderers must answer Questions E01 which is a pass / fail and Question E02 which comprises the scored Technical response (within the 'Technical Envelope' on Bravo).

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

Please note, if a score of less than fifty (50) is awarded to a Tenderer's response to question E02 the Authority will reject the tender.

### 12.2 Technical Evaluation Criteria

#### **E01 – 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, that the initial order of 9 incubators will be delivered to APHA by 31/03/2021 and that subsequent orders shall be delivered to APHA within 8 weeks of the order date

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

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

### 12.3 Technical Response

#### **E02 - Technical Capacity**

Please note, if a score of less than fifty (50) is awarded to a Tenderer's response to question E02 the Authority will reject the tender.

**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 8 of the RFQ and must not include promotional brochures.

Please upload one (1) word document with the filename 'E02\_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 the requirements outlined within Section 8.2.
- Confirmation of warranty provision as detailed in Section 8.4.
- Confirmation of the calibration provision as detailed in Section 8.5

## 12.4 Scoring

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

| Descriptor   | Score |
|--|-------|
| <b>Exceptional</b> - the response is significantly above the Authority's requirements and provides a high degree of confidence that the supplier can deliver to an exceptionally high standard.  | 100   |
| <b>Exceed requirements</b> - the response exceeds the Authority's requirements and provides confidence that the supplier can deliver a high standard.  | 70    |
| <b>Meets requirements</b> - the response meets all the Authority's requirements and provides confidence that the supplier can deliver to the required standard.  | 50    |
| <b>Below requirements</b> - the response partially meets the Authority's requirements but has weakness that does give the Authority limited confidence that the supplier will be able to deliver to the required standard.   | 20    |
| <b>Unacceptable</b> - the response fails to meet the Authority's requirements. The response includes errors, weaknesses, inconsistencies, omissions or general risks. The tender provides the Authority with little or no confidence that the supplier can deliver to the required standard. | 0     |

The weighting and maximum marks available for this part of the RFQ will be sixty per cent (60%) and will be awarded to the Tenderer with the highest technical score.

The remaining Tenderers will receive marks on a pro rata basis from the highest to the lowest score.

The calculation used is the following:

$$\text{Score} = \frac{\text{Bidder's Technical Score}}{\text{Highest Technical Score}} \times 60 \text{ (Maximum available marks)}$$

For example, if three Tender Responses are received and Tenderer A has scored 50 as their total price, Tenderer B has scored 70 and Tenderer C has scored 100 then the calculation will be as follows:

Tenderer A Score =  $50 / 100 \times 60$  (Maximum available marks) = 30

Tenderer B Score =  $70 / 100 \times 60$  (Maximum available marks) = 42

Tenderer C Score =  $100 / 100 \times 60$  (Maximum available marks) = 60

## 13 Commercial Evaluation

### 13.1 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.

| Equipment         | Quantity | Unit Price | Total Price                 |
|-------------------|----------|------------|-----------------------------|
| Medium Incubators | 3        |            |                             |
| Large Incubators  | 6        |            |                             |
|                   |          |            | <b>Sum Total £ Sterling</b> |

#### Total Price and Breakdown

Please note the total price submitted for evaluation is to include the following:

- a) Delivery, calibration and warranty costs (as detailed in sections 8.3, 8.4 and 8.5).
- b) Any other additional costs.
- c) Total costs per unit including all costs detailed in a) and b), above which are to be used as the fixed price for any subsequent units ordered up until 31.03.2022.

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

### 13.2 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 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:

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

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

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

## 14 Performance Management

14.1 As part of the Authority's continuous drive to improve the performance of all Contractors, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Contractor's performance of contract responsibilities.

14.2 The PMF purpose 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.

14.3 Key Performance Indicators (KPIs) are essential to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic, achievable, and set to indicate where the service is failing if they are not achieved. Without the additional use of service credits, failure to meet KPIs will strain the relationship as delivery falls short of agreed performance standards. As a result, the only recourse would be to terminate the contract and seek an alternative supplier.

14.4 The use of a strong service credit regime accompanied by a 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. It is not about taking cost out of the service.

14.5 KPIs are set out at Annex 1. They will be monitored on a monthly, quarterly or annual basis as appropriate to the service and will form part of the contract performance review.

14.6 The Authority will be entitled to refine, vary or modify the KPIs, performance standards and service credits from time to time during the Contract Period through a variation to be agreed with the Contractor using a Contract Change Note.

- 14.7 The Authority will produce an annual Performance Management report, detailing the Contractor's performance against KPIs. The report will be circulated to the APHA Contract Manager.
- 14.8 Where performance failure attributable to the Contractor is identified in the Performance Management report and relates to the KPIs then the service credit regime will apply.

## **Service Credits**

- 14.9 The use of service credits is governed by the following principles.
- 14.10 Service credits sit within the wider 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.
- 14.11 The service credit regime will be instigated on each occasion when there is a service failure (i.e. where a KPI is identified as having a 'Red status') within the performance monitoring period. Failure to meet a KPI may also give rise to a remediation plan.
- KPIs with a service credit rating of 0 will have no associated service credit.
  - KPIs with a service credit rating of 1 will have a service credit of 1% of the invoice amount for the monitoring period, applied for each KPI failure.
  - KPIs with a service credit rating of 2 will have a service credit of 3% 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 10% of the total annual contract value per Contractor.
- 14.12 The Contractor will provide the Authority with the information listed in the Specification and such other supporting information as the Authority may reasonably request in order to determine the proper application of any service credits due.
- 14.13 For services where the Contractor is paid by the Authority, service credits will be paid to the Authority as a credit note to the next invoice.
- 14.14 For services where the Contractor recovers costs directly, service credits will be paid to individual users of the service as a credit note to their next invoice. The Contractor will propose how the service credit amounts will be applied to each user of the service.
- 14.15 The full, agreed service credit regime will operate from the Service commencement date until the end of the Contract Period. At the end of the first complete performance monitoring period, the Authority and the Contractor will enter into good faith discussions to review the KPIs and assess their effectiveness. The KPIs may be adjusted to ensure that they are appropriate and achievable.



## 15 Governance and Contract Management

- 15.1 APHA will manage, on behalf of the Authority, the contracts for Services resulting from this procurement. For routine management, the Authority will appoint from within APHA:
- Supplier Liaison Officer (SLO)
  - Contract Manager (CM)
- 15.2 APHA will decide as appropriate whether the SLO or CM is the principal point of contact.
- 15.3 The Contractor will appoint a corresponding Service Manager (SM).
- 15.4 Six monthly meetings will be held with the Contractor, principally to review progress and operational delivery of the Contract, but also including key performance indicators (KPIs), invoicing, risks and issues. A Defra Group Commercial representative (DGC), with responsibility for procurement and contracts, may be present at annual review meetings, acting on behalf of the Authority.
- 15.5 The Contractor will submit an exception report to raise any issue requiring authorisation by APHA more immediately than the standard six monthly review meeting.
- 15.6 A strategic review meeting will be held annually. The meeting will review performance over the past year and look ahead to the next year, including strategic and financial issues. The risk, issues and actions register will be reviewed.
- 15.7 Issues which cannot be resolved by the SLO and SM (and Deputies) through routine contact will be referred to the CM who may either mediate a solution or raise the matter at the next six monthly and/or Annual Review Meeting as appropriate, involving the Authority as necessary.
- 15.8 Other meetings may be held, at the discretion of APHA or the Authority or at the request of the Contractor, throughout the life of the contract.
- 15.9 The Contractor will be responsible for travel and subsistence costs incurred as a result of attendance at any meeting. Meetings may also be held by teleconference with the agreement of all parties.
- 15.10 Six monthly and Annual meetings will be held at the most mutually convenient location, usually face-to-face, but with teleconference facilities available.
- 15.11 All meetings will be minuted, with secretariat support and actions provided by APHA, with agreed dates for completion. The contractor will maintain a joint register of risks, issues and actions. The CM should ensure that all meeting minutes, risk registers and any other contract documentation is recorded against the Authority's contract records.
- 15.12 Annex 2 of this Specification gives the purpose of each of these meetings with each Contractor, and the required attendees.

## ANNEX 1 - KEY PERFORMANCE INDICATORS (KPI's)

| KPI                               | Description   | Measure  | KPI Target | Source(s)    | Service Credit Rating |
|-----------------------------------|---|--|------------|--------------|-----------------------|
| <b>KPI 1 - Delivery</b>           | Orders are received within the specified 8 weeks from the order date. | Percentage of time that the goods suffer delivery time failure | 75%        | APHA records | 1                     |
| <b>KPI 2 –Quality of Products</b> | Number of returns made within warranty period                         | Percentage of returned Incubators                              | 75%        | APHA records | 1                     |

**APPENDIX 1**  
**AUTHORITY'S CONDITIONS OF CONTRACT**

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