



Crown Agents Reference: CA109684/0010 Medical Equipment

Date: 29/04/2020

Dear Sirs

**URGENT REQUEST FOR QUOTATION
REQUIRED BY: 6th May 2020**

Crown Agents Limited (“Crown Agents”) request you to submit a quotation for the Goods specified in the attached Form of Offer at Appendix C. Crown Agents have been appointed by the Foreign and Commonwealth Office of the UK Government to procure the goods required to support the response to the Covid-19 outbreak in the UK Overseas Territories.

The Goods are for use in various British Overseas Territories (the “End-User”). Please see attached Appendix C for breakdown of requirements and quantity per territory. Please note we are aiming to get as much product as is available as soon as possible to meet flights that are departing infrequently.

Quotation Submission

It is the bidder’s responsibility to ensure that the following documents which are incorporated by reference have downloaded from the Supplier Downloads – Supplier Role Procurement pages on our website <http://www.crownagents.com/supplier-downloads>.

General Contract Conditions for the Purchase of Goods (2013) (Own Right)

The **draft form of Contract** attached at Appendix B to this RFQ identifies the documents that shall be incorporated within any resulting Contract. These documents will include but not be limited to the General Contract Conditions for the Purchase of Goods (2013) (“the Contract Conditions”) as available as a download.

Along with your quotation bidders are required to complete and return the **Business Partner Questionnaire** (available as a download) to establish the bidder’s current capability to perform any subsequent Contract. Complete all sections and attach a copy of the previous two years audited annual report and accounts. Failure to provide such information may result in your quotation not being considered

It is the bidder’s responsibility to ensure that the quotation complies with all the requirements stipulated in this RFQ and any resulting award of contract.

Shipping Specification Form which is available as a download must be completed in full. Quotations are only required on an FCA basis and therefore the Shipping Specification is required to establish weights, dimensions and any other related information required for transit.

Please note the following conditions which will apply to your bid:

- Where a specific model has been requested by an End User, details of the model has been given as a reference. If you cannot quote for the specified model, you can bid for alternative item which is an equivalent model and meets the specification requirements of the reference model.
- Your bid must give clearly state the model reference that you are quoting for and be accompanied with the relevant product specification data sheet and any relevant brochures (to give evidence on how it meets the specification required).
- Any electrical items quoted for, must meet the voltage requirements for the country the goods will be supplied to.
- The bid as well as all related correspondence shall be in the English language. If the supporting documents provided by the bidder is in another language it must be accompanied by an accurate translation in the English language, in which case, for the purposes of interpretation of the bid, the translation shall govern.
- Bidders may quote for as many items (listed in Appendix C) as they are able to. They can bid for all items or any number of items. Bids are sought on a competitive basis and all prices are subjected to detailed scrutiny and may be subject to negotiation.
- The delivery period quoted should be the period between the date of receipt by the successful bidder of an award of Contract and the date of completion of the Contract and the receipt by Crown Agents of all documentation required under the Contract.
- Time of delivery is of the essence and will be a key factor in evaluating the quotation. It is vital therefore that the bidder provides the best and most accurate delivery and completion time.
- Any additional costs incurred by Crown Agents or the End-User which result from any inaccuracies or any declarations in respect of the Goods, or the bidder's failure to conform with the requirements of a resulting Contract may be charged to the bidder.
- Please return all requested completed documentation with supporting literature to louisa.bare@crowนางents.co.uk and gareth.love@crowนางents.co.uk by the "Required By" date. Failure to complete and return a full set of documents may result in the quotation not being considered (A bid sent by e-mail will be deemed to have been received at the time that it is received by Crown Agents. The burden of proving receipt of the e-mail will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder's computer).

If you are unable to quote, please advise the undersigned immediately by e-mail.

The bid process is governed by and construed in accordance with the laws of England.

Any questions which the bidder may have in relation to this Request for Quotation must be addressed to the undersigned in writing.

Yours faithfully

Louisa Bare

Head of Procurement Delivery

Direct Mobile: 07894 838519

E-mail: louisa.bare@crowนางents.co.uk

INSTRUCTIONS TO BIDDERS

Currency: It is our preference that bidders quote in GBP. However, any freely convertible currency is also acceptable. Please ensure that the currency you are quoting in, is clearly stated.

Any resultant Contract will be placed in the currency of the quotation and payments will be made in the currency of the quotation. The bidder shall not be permitted to amend the currency of the quotation once the quotation has been submitted.

Where applicable, to facilitate evaluation and comparison, all prices quoted will be converted to GBP, at the selling rate of exchange established by the OANDA website as prevailing on the stipulated quotation return by date.

Local Agents: Where applicable for electrical items, please advise the full name, address, telephone and email address of your local agent in the recipient country, providing details of their involvement in servicing, repair or supply of spare parts. Indicate their ability to deal with any warranty claims concerning the Goods. If there is no local agent, please provide details of how after sales service will be offered, including requests for spare parts and claims under the warranty.

Liquidated Damages: The bidder's attention is drawn to Clause 15 of the Contract Conditions.

Guarantee: The bidder's attention is drawn to the provisions of Clause 6 of the Contract Conditions. If the bid includes a Guarantee which is different to that contained within Clause 6 of the Contract Conditions the details must be clearly stated in the bid.

Request for Third Party Payment: If the bidder would require payment to be made to a third party, any such request for payment to a third party must be clearly stated in the bid together with the reasons for the request. The bidder's attention is drawn to the provisions of Clauses 20.6 of the Contract Conditions.

Evaluation: The priority driving factors for evaluation will be price, compliance to specification and availability (on the basis that time is of the essence).

Acceptance: Crown Agents reserve the right to:

- Accept any quotation wholly or in part;
- Seek freight quotes from FCA or FOB terms;
- Vary the quantities of the Goods in any resulting award of Contract within reasonable limits;
- Contract on any of the delivery terms offered or on different delivery terms;
- Reject any quotation;
- To annul the bidding process and reject all quotations at any time prior to contract award without thereby incurring any liability to the affected bidder or bidders.

Signing of Contract: At the same time as Crown Agents notifies the successful bidder that its offer has been accepted, Crown Agents will send the bidder the Form of Contract in the format provided, incorporating all agreements between the parties.

As soon as practically possible, but no more than five (5) working days following receipt of the Contract, the successful bidder shall sign and date the Contract and return it to Crown Agents.

CROWN AGENTS REFERENCE: CA109684/0010 Medical Equipment

THE FORM OF CONTRACT INCLUDING

GENERAL CONTRACT CONDITIONS

[CROWN AGENTS LIMITED]

and

[_____]

CONTRACT FOR THE PROVISION OF MEDICAL EQUIPMENT

CONTRACT

THIS CONTRACT ("Contract") is entered into this day of _____, 2020, by Crown Agents Limited a company incorporated and registered in England and Wales with company no. 03259922]and whose registered office is located at Blue Fin Building, 110 Southwark Street, London, SE1 0SU ("Crown Agents") of the one part and (name Supplier) of the other part a company incorporated and registered in [name country] with company no. [] and having whose registered office is located at (enter full Supplier address) hereinafter called the "Supplier".

WHEREAS

Crown Agents issued a Request for Quotation ("RFQ") under reference **CA109684/0010 Medical Equipment** dated enter date for the provision of goods and services, [enter brief description of goods] (hereinafter called the "Goods") to be supplied to name end user (the "End-User");

The Supplier submitted its quotation dated enter date reference enter bid ref in response to the RFQ (the "Quotation");

NOW IT IS HEREBY AGREED AS FOLLOWS:

Crown Agents has accepted the Bid from the Supplier for the supply of the Goods in the sum of state currency and contract price in words and figures side by side (the "Contract Price").

The Goods are to be delivered **State Incoterm and destination(s) [Insured and unloaded]** Incoterms® 2020.

The Goods shall be delivered and Crown Agents shall have received the documentation required under the Contract by: **state delivery schedule reflecting any multiple consignments**

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Contract Conditions.

The following documents shall be deemed to form and be read and construed as an integral part of this Contract:

- this Form of Contract and the Appendices attached to it;
- The General Contract Conditions;
- The completed and signed Business Partner Questionnaire together with all supporting documentation dated [.....]
- The Request for Quotation;
- The Form of Offer including the following;
 - Delete if not applicable The quotation clarification(s) dated [enter date(s)]

This Form of Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the order of documents shall prevail in the order listed above.

The Supplier shall provide a signed copy of the Contract to Crown Agents within five (5) working days of signature of the Contract.

Anti-Bribery: The Contractor shall adopt and comply with Crown Agents' Ethical Code for Business Partners as available as a download from the Supplier Download pages on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

Child Protection: Crown Agents believes that everyone has a role in the safeguarding of children and promoting their welfare whether or not they are in direct contact with children. Crown Agents will seek the support and cooperation of the Supplier in the implementation of its Child Protection Policy and will monitor their compliance with it.

The Supplier should note the requirements to adhere at all times to the Child Protection Code of Conduct, available on Crown Agents website.

OTHER REQUIREMENTS

Clearance of Goods, unloading and delivery: In addition to the Supplier's contractual responsibilities under the stated Incoterm, the Supplier will be wholly responsible, at their risk and cost, for unloading the Goods at the named place of delivery and if the Goods are delivered by container, for de-stuffing the container(s) and removing the empty container(s) from the named place of delivery. On delivery of the Goods to Crown Agents nominated freight forwarder the Supplier will be responsible for obtaining a Signed Receipt Note in the form required confirming that delivery and unloading [and removal of empty containers] has been completed satisfactorily.

Inspection: Inspection may be required by Crown Agents and the provisions of Clause 8 of the Conditions of Contract will apply. The scope of inspection to be undertaken by Crown Agents may include the following:

Inspection of Finished Goods;

Inspection of Packing;

Pre-Shipment Verification;

The Supplier will be responsible for completing an Inspection Advice Note in the required format.

Where applicable, a form should be completed for each set of Goods being inspected at separate inspection locations.

Shipping Specification: Any additional costs incurred by Crown Agents or the End-User, which result from any inaccuracies in the Shipping Specification or failure to conform with the requirements of a resulting Contract, will be payable by the Supplier.

Marking for Shipment/Transportation and Storage: Packages should be marked by stencil or otherwise apply the Air freight address as large as is practicable and exactly as shown, including the gross weight in kilograms and the package number, to 2 adjacent faces of each package. Add (in

English) any special handling, stowage, or storage instructions. Attach metal labels securely to loose or bundled items. Show both weights and dimensions in metric units.

Airfreight address	Consignee Address:
CA: <i>(to be advised on award of Contract)</i> Indent No: <i>(to be advised on award of Contract)</i> Gross Wt _____ Kgs Package No:	Tel No: Fax No: E-mail:

Goods Requiring Special Handling: It may not be possible for the Consignee to take immediate possession of the Goods and it is not uncommon for Goods to be held up for some weeks before release. It is imperative therefore that not only Goods requiring special stowage including refrigeration but also Goods which may be affected by storage under non-ideal conditions, are notified to Crown Agents before despatch.

Dangerous Goods: Dangerous Goods must be declared, labelled and packed in accordance with the appropriate current international regulations. The Contractor will be responsible for providing and signing a Dangerous Goods Note or Shipper's Declaration for Dangerous Goods for each consignment appropriate to the mode of transport.

Invoices: The Supplier will be required to prepare a separate signed original invoice and signed copies for each consignment. Item numbers, descriptions and sequence must match those in the Contract. The invoice must show Crown Agents' reference *(to be advised on award of Contract)* and Batch numbers of all items supplied, where applicable. If possible packing details should be shown on the invoice; if separate, packing lists must give full details including package numbers. The Supplier will be responsible for placing inside each package with the Goods either one copy of the invoice if it contains full packing details or one copy of the packing list for that case.

Application for Air Dispatch Instructions: For a Contract placed on EXW or FCA terms, the Supplier will be responsible for completing an Application for Air Dispatch Instructions in the format required as available from the Supplier Downloads – Supplier Role Procurement pages on our website <http://www.crownagents.com/supplier-downloads> for submission to Crown Agents together with invoices and other documents as specified in the delivery and distribution of documents clause below. Crown Agents will issue instructions for dispatch and the documentation required will be sent to the Supplier.

Delivery and Distribution of Documents: The Supplier will be responsible for delivering the Goods in accordance with the delivery period as stated within the Contract and the Supplier will be responsible for sending the following documents to the relevant parties below.

Electronic versions of documentation will not be acceptable unless prior written agreement has been provided by Crown Agents:

Invoices must be addressed to Crown Agents and The Supplier will be responsible for sending to Crown Agents contact person by email:

- Signed Receipt from Crown Agents nominated Freight Forwarders
- Invoice
- Packing List (if not included on invoice)
- Crown Agents Inspection Release Note: 1 Vendors Copy (Delete if not applicable)

Force Majeure:

For the purposes of the Contract, a Force Majeure event as detailed within clause 17 of the Contract Conditions means any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition [, or failing to grant a necessary licence or consent];
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).

Non-performance or delay by a sub-contractor shall not constitute a force majeure event.

The remaining provisions of clause 17 of the Contract Conditions remain unchanged.

Payment: Payment shall be made in accordance with Clause 13 of the Contract Conditions and the timing of the payment shall be 30 days after receipt by Crown Agents of the Supplier's invoice together with all required documents confirming satisfactory and full delivery, as detailed within the Contract.

Payment under the terms of the Contract will be made by SWIFT. The Supplier will be required to provide their bank details in the format detailed below and this submission must be returned with the Supplier's payment documentation. If the Supplier is domiciled in the European Union or requires payment to be made to an account in the European Union, the invoice must clearly state the IBAN code. Failure to provide the following information may result in delays in the Supplier's payment being processed.

BANK DETAILS (to be printed on Supplier's letter headed paper)

- ❖ Account Name (in full)
- ❖ Account Number
- ❖ Bank Name
- ❖ Bank Address
- ❖ Bank Sort Code
- ❖ SWIFT Code.....

❖ IBAN Code.....

Authorised Signatory

Sign:

Name:

Designation:

Where applicable, the Supplier shall also state the above details in respect of the correspondent bank of their bank in (enter Country of domicile of payment currency) through which our bankers, Crown Agents Bank, can make payment. The Supplier will be liable for any bank charges levied in the process of making payment, together with all additional expenses incurred in obtaining payment by any other means.

The Supplier will be responsible for advising Crown Agents immediately if exchange control regulations prohibit despatch of negotiable documents other than through banks.

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day and year first above written.

For and on behalf of Crown Agents

For and on behalf of the Supplier

Signed by _____

Signed by _____

Duly Authorised

Duly Authorised

Name: _____

Name: _____

Title: _____

Title: _____