



Ministry
of Defence

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Your Ref:

Our Ref: DFAP/0003

25 October 2017

Dear Sirs

Invitation to Tender
Reference No. DFAP/0003

1. You are invited to tender for Provision of F-18 Aviation Gasoline 100LL (AVGAS) in competition in accordance with the attached documentation and the competitive Restricted procedure of the Defence Security and Public Contract Regulations (DSPCR) 2011.
2. The requirement is for the supply and delivery of bulk and packed F-18 Aviation Gasoline 100LL (AVGAS) in the UK. This requirement will replace the existing AVGAS Framework Agreement, reference DFFS/5053, upon its expiry in November 2017.
3. The outcome of this ITT process will establish a single supplier Framework Agreement that will be awarded for a duration of 4 years.
4. Funding has been approved. The budget is £6,847,462.50.
5. The anticipated date for the contract award decision is December 2017, please note that this is an indicative date and may change.
6. You must submit your Tender to arrive no later than 10:00 (GMT) 5 December 2017 you must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
7. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully

Carly Harrington
Senior Commercial Officer – DFAP

List of Suppliers Invited to Submit a Tender for ITT No. DFAP/0003

Supplier Name	Supplier Address
BP International Limited (Air BP Branch)	Chertsey Road Sunbury on Thames Middlesex TW16 7BP
Certas Energy UK Ltd T/A Gulf Aviation	302 Bridgewater Place Warrington Cheshire WA3 6XG
CYMA Petroleum (UK) LTD	242-248 High Street Barnet Hartfordshire EN5 5TD
Harvest Energy Aviation Limited	York House Seymour Street London W1H 7JT
World Fuel Services Europe Ltd	62 Buckingham Gate London SW1E 6AJ



DE&S

Tender Number :
DFAP/0003

Description:
Provision of F-18 Aviation Gasoline 100LL (AVGAS)

Contents

This invitation consists of the following documentation:

- **DEFFORM 47 – Invitation to Tender.** The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction
 - Definitions
 - Purpose
 - ITT Documentation and ITT Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Section B – Key Tendering Activities
Page 6
 - Section C – Instructions on Preparing Tenders
Page 7
 - Construction of Tenders
 - Validity
 - Variant Bids
 - Section D – Tender Evaluation
Page 8
 - Tender Evaluation Methodology
 - Commercial Evaluation Criteria
 - Technical Evaluation Criteria
 - Lowest Price Evaluation
 - Clarifications
 - Section E – Instructions on Submitting Tenders
Page 10
 - Submission of your Tender
 - Samples
 - Tenderer Deliverables – Checklist for Tenderers
 - Section F – Conditions of Tendering
Page 12
 - Conforming to the Law
 - Bid Rigging and Other Illegal Practices
 - Conflicts of Interest
 - Government Furnished Assets
 - Standstill Period
 - Publicity Announcement
 - Sensitive Information
 - Remedies for Breach of Contract
 - Reportable Requirements
 - Specific Conditions of Tendering
 - DEFFORM 47 Annex A – Tender Submission Document (Offer)
Page A1
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
 - DEFFORM 47 Annex B – Commercial Compliance Matrix

- DEFFORM 47 Annex C – Technical Compliance Matrix
 - DEFFORM 47 Annex D - Pricing Matrix
 - DEFFORM 47 Annex E – DEFFORM 68 – Hazardous Articles, Materials or Substances Statement by the Contractor.
 - DEFFORM 47 Annex F – DEFFORM 539A – Tenderer's Commercially Sensitive Information Form.
- **Framework Agreement.** The Framework Agreement sets out the terms and Conditions, rights and obligations of the Parties. It includes:
 - Framework Agreement Terms and Conditions and Annexes:
 - Annex A – DEFFORM 110AL Schedule of Requirements
 - Annex B – Statement of Requirement (StOR)
 - Appendix 1 to Annex B – Procedures for delivery, sampling, inspection, testing and verification of fuel
 - Appendix 2 to Annex B – Packaging Requirements
 - Appendix 3 to Annex B – Order Form Template
 - Annex C – Authorised Demanders, Delivery Locations and Estimated Quantities
 - Annex D – Pricing
 - Annex E – Pricing Letter Template
 - Annex F - DEFFORM 111
 - **Additional Documents.** The following document is also included in the Invitation to Tender:
 - DEFFORM 28 – Tender Return Label

Section A –Introduction Definitions

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as “the Authority”), acting as part of the Crown.

A2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A4. A “Tender” is the offer that you are making to the Authority.

A5. “Contractor Deliverables” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A6. “Schedule of Requirements” Attached below You should be aware of the contractual remedies set out in the Contract Conditions. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising it rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having due regard to the nature and consequences of the breach of contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer. means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The “Statement of Requirement” <http://cui6-uk.diif.r.mil.uk/r/699/05/DFAP/DFAP/20170613-AVGAS%20MGBC-OS.doc>Lowest price details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47. This may include the System Requirements Document (SRD).

A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition.

A9. “Contract Conditions” means the attached conditions that will govern any resultant contract.

A10. A “Third Party” is any person who is not an employee of the Tenderer as defined at A2.

Purpose

A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:

- a. tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders; and
- e. Contract Conditions that shall apply in the event that the Authority awards a

contract following this competition.

A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.

A14. This ITT has been partially advertised but still in accordance with the Defence and Security Public Contract Regulations 2011.

ITT Documentation and ITT Material

A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under subparagraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation,(or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A16. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A15 above.

Tender Expenses

A17. You may request costs associated with preparing and submitting your Tender, specifically related to IPR costs. The decision to award costs is at the discretion of the Authority and our decisions is final.

Material Change of Control from Supplier Selection

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

A19. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A20. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

Note: The MOD is changing to an electronic end to end procurement system. Any conditions relating to the payment process may be amended between the issue of this ITT and contract award. Any change will solely be for the purpose of ensuring payment is made.

Consultation with Credit Reference Agencies

A21. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Section B – Key Tendering Activities

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

Stage	Date and Time	Initiated By	Submit to:
Tender Return	No later than 10AM (GMT) on Tuesday 5 Dec 17	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation	December 17	The Authority	N/A
Final date for clarifications	24 November 2017		Input multiuser details
Negotiations ⁴	N/A	The Authority	N/A
Trials / Testing	N/A	The Authority	N/A

Notes

B1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

B2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

B3. Negotiations are only permitted under the Negotiated procedures.

Section C - Instructions on Preparing Tenders

Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £ GBP ex VAT?. Prices must be Firm Price for the premium element of the Fuel only.

- Tenders must be Commercially compliant in order to proceed to the next stage of evaluation, which shall be an assessment of Technical compliance. Only those Tenders that have passed the Commercial evaluation will be assessed for Technical compliance. Tenders must be Technically compliant in order to proceed to the next stage of evaluation which shall be assessment of price. Tenderers must provide a firm price for both Bulk and Packed AVGAS, for each of the delivery locations the 4 year duration, Tenderers must bid for the entire requirement.
- Tenderers should complete both the Commercial Compliance Matrix (Annex B to DEFFORM 47) and the Technical Compliance Matrix (Annex C to DEFFORM 47) and these should be included as part of the tender response.
- If a tender is assessed as being both Commercially and Technically compliant, it is the Authority's intention that the Tenderers will be assessed based upon the lowest price offered via a Reverse Auction.
- The Products/delivery locations that need pricing can be found at Annex D to DEFFORM 47. Tenderers must submit a Firm price premium in their tender response by completing Annex D to DEFFORM 47. Tenderers must submit a Firm price in £ pounds sterling against each location for Packed and Bulk AVGAS for the 4 year duration of this requirement. . The Firm prices are for the premium element of the fuel price only, which shall be inclusive of all costs and not subject to variation. Tenderers must bid for the entire requirement.

C2. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C3. In accordance with F3 your Tender must be valid / open for acceptance for one hundred and twenty (120) calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

C4. The Authority cannot evaluate any Variant Bids during this competition.

Section D – Tender Evaluation

Tender Evaluation Methodology

D1. This Tender will be assessed on the basis of: Lowest Price. This is where the contract is awarded to the lowest priced tender that is technically and commercially compliant.

Commercial Evaluation Criteria

D2. Tenderers are required to indicate their unqualified acceptance or rejection to all of the Authority's Terms and Conditions of Contract by completing the Commercial Compliance Matrix at DEFFORM 47 Annex B and submitting this with their Tender response.

D3. Only those Tenderers who confirm 'unqualified acceptance' against all of the Authority's Terms and Conditions of Contract will be considered Commercially Compliant.

D4. Any Tenderers who indicate rejection of any of the Authority's Terms and Conditions of Contract or do not provide an answer will be considered non-compliant.

D5. Those Tenders which are considered to be Commercially Compliant will proceed to the next stage of evaluation, which shall be an assessment of Technical compliance.

Technical Evaluation Criteria

D6. Tenderers are required to state their unqualified acceptance or rejection to all of the Authority's Technical requirements by completing the Technical Compliance Matrix at DEFFORM 47 Annex C and submit this with their Tender response.

D7. Only those Tenderers who confirm 'unqualified acceptance' against all of the Authority's Technical requirements will be considered Technically Compliant.

D8. Any Tenderers who state rejection against any of the Authority's Technical requirements or do not provide an answer will be considered non-compliant.

D9. Those Tenders which are considered to be Technically Compliant will proceed to the next stage of evaluation, which shall be assessment of price.

Lowest Price Evaluation

D10. For the purpose of this Tender the lowest price shall mean the premium offered.

D11. Only those Tenderers who are considered to be commercially and technically compliant will be assessed for the lowest premium.

D12. Tenderers are required to submit firm prices for the premium element of the fuel price for the duration of the contract by completing DEFFORM 47 Annex D and submitting this with their Tender response.

D13. The Authority will take the estimated quantities of fuel over the four (4) year duration and multiply it by the offered premium for the entire requirement to obtain the lowest overall price.

D14. Subject to the provisions of F1; Framework Agreement will be awarded to the Supplier who offers the Lowest Price.

Clarifications

D15. The Authority at its sole discretion may seek clarifications from Tenderers on the clarity or content of their Tenders.

Section E – Instructions on Submitting Tenders

Submission of your Tender

- E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide 2 paper copies, 1 priced and 1 unpriced, and 2 CD copies, 1 priced and 1 unpriced of your Tender and supporting documents. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.
- E2. You must include the electronic copies of the priced and unpriced Tender with the associated paper copies only. You must label CDs containing electronic copies of the Tender with "Includes Prices" or "Unpriced". The electronic copies of the Tenders must be compatible with Microsoft Office Word 2013 and other MS Office 2013 applications. If you password protect or encrypt any information on CDs containing prices you must supply the password/ use compatible encryption methods so that the Authority can undertake a pricing evaluation.
- E3. You must complete and include DEFFORM 47 Annex A (Offer) (excluding Appendix 1) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your Priced Tender.
- E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
- E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.
- E9. All Tenderer Deliverables are captured in the Tenderer Deliverables Table on page 11 of DEFFORM 47:

Samples

- E10. Samples are not required.

SUPPLY AND DELIVERY OF BULK AND PACKED AVGAS 100LL TO THE UK FRAMEWORK AGREEMENT DFAP/0003 – INVITATION TO TENDER DELIVERABLES

Tenderers must ensure that their responses contain the following documents/information. Tenderers must note that failure to provide the required information may, at the Authority's sole discretion, deem the Tender non-compliant.

TENDERER DELIVERABLES – CHECKLIST FOR TENDERERS	
GENERAL REQUIREMENTS	
One Priced paper copy of the entire Tender response.	<input type="checkbox"/>
One Unpriced paper copy of the entire Tender response.	<input type="checkbox"/>
One Priced electronic copy of the entire tender response on CD-ROM (compatible with Microsoft Office Word 2013 and other MS Office 2013 applications).	<input type="checkbox"/>
One Unpriced electronic copy of the entire tender response on CD-ROM (compatible with Microsoft Office Word 2010 and other MS Office 2010 applications).	<input type="checkbox"/>
Completed DEFFORM 47 Annex A (Offer) with original signature.	<input type="checkbox"/>
If you have selected yes to any of the mandatory declarations on the DEFFORM 47 Annex A (Offer), you must provide the information detailed in Appendix 1 to DEFFORM 47 Annex A.	<input type="checkbox"/>
Completed DEFFORM 68 – Hazardous Articles, Materials or Substances Statement by the Contractor (DEFFORM 47 Annex E).	<input type="checkbox"/>
Completed DEFFORM 539A – Tenderer's Commercially Sensitive Information Form (DEFFORM 47 Annex F).	<input type="checkbox"/>
If you have identified an existing or potential Conflict of Interest, a proposed Compliance Regime must be provided in accordance with paragraph F8 of the DEFFORM 47.	<input type="checkbox"/>
EVALUATION REQUIREMENTS	
Completed DEFFORM 47 Annex B - Commercial Compliance Matrix	<input type="checkbox"/>
Completed DEFFORM 47 Annex C - Technical Compliance Matrix	<input type="checkbox"/>
Completed DEFFORM 47 Annex D – Pricing Matrix	<input type="checkbox"/>

Section F – Conditions of Tendering

F1. The issue of ITT Documentation is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance of that, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a Contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and/or
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instituted, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline
0800 161 3665 (UK) or
+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

a.manner of operation and management;

b.roles and responsibilities;

c.standards for integrity and fair dealing;

d.levels of access to and protection of competitors sensitive information and Government Furnished Information;

e.confidentiality / non-disclosure agreements (e.g. DEFFORM 702);

f. the Authority's rights of audit; and

g.physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer.

Standstill Period

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day it extends to midnight at the end of the next working day.

Publicity Announcement

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex F and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

F14. All Central Government Departments and 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-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC2 Schedule 9, or SC3 Schedule 6) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

Remedies for Breach of Contract

F16. You should be aware of the contractual remedies set out in the Contract Conditions. Damages for breach of contract are not limited under the contract. However, you should also note that in exercising its rights and remedies under the contract the Authority must act in a reasonable and proportionate manner having due regard to the nature and consequences of the breach of contract.

Reportable Requirements

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach these returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. The answers provided are for statistical or Contract Management purposes and are not evaluated. However, failure to complete this part of the Annex makes your Tender non-compliant.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number on contract award.

Specific Conditions of Tendering

F20. The Tenderers' attention is drawn to the following:

Sustainability

F21. The Authority is very committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the contract. It is however a commitment on our part to encourage and support sustainable development and we are committed to working with you to this end. The Authority very much hopes that you share this commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant contract.

Purchase to Payment

F22. Tenderers must note that use of the [Contracting, Purchasing and Finance](#) (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic trading, including payment, will result in your tender being non-compliant.

Government Security Classifications Policy

F23. As of the 2nd April 2014 the new Government Security Classifications Policy (GSC) was introduced. A key aspect of this policy is the reduction in the number of security classifications used. This Tender and any subsequent contract that may be awarded to you as a result, is subject to protection under GSC. You are therefore encouraged to make yourself aware of the changes through the Gov.uk GSC website.

F24. The Authority hereby reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by national law or government policy. Where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a security aspects letter), the Authority reserves the right to amend the terms of these instructions as a result of any changes in national law or government policy whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies, or otherwise. This may relate to the instructions on safeguarding classified information as they apply to the tender process and / or any contract awarded to you as a result of this tender process.

Ministry of Defence

Tender Ref No. DFAP/0003

Tender Submission Document (Offer)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
\$USD				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Registered Designs or Patents?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Overseas Expenditure?			Yes* / No	
Have you complied with all regulations relating to the operation of the collection of custom import duties?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/matrices?			Yes / No / Not Required	
Are you a Small Medium Enterprise (SME)?			Yes / No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?			Yes / No	

If you have not already signed a corporate level DEFFORM 30 have you attached one?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council? http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer	Yes* / No
Are you able to support the objectives of Reservist and other supplier support to the Armed Forces?	Yes* / No
Have you attached The Bank/Parent Company Guarantee?	Yes* / No / Not Required
Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract.	Yes* / No
If applicable are you working with your proposed supply chain to ensure where relevant they achieve Cyber Essentials accreditation or equivalent prior to the commencement date of each sub contract.	Yes* / No / N/A
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this day of Year	
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet Number:

Information on Mandatory Declarations

Part Tender

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

Notification of Inventions etc.

3. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights select 'Yes'.

4. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:

- a. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (whether a Patent, Registered Design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

b. If requested, a summary of every existing expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:

- (1) the exporting nation and the export licence number, where known;
- (2) the Contractor Deliverables affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
- (6) any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables of anything delivered or used in the performance or fulfilment of them.

c. If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7.a.

8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.a and 7.b.

9. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately.

10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.

11. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITT documentation.

13. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

Overseas Expenditure

14. You must provide details in your Tender of any expenditure outside the UK, including:

- a. country in which sub-contract is placed / to be placed;
- b. name, division and full postal address of sub-contractor;
- c. value of sub-contract; and
- d. date sub-contract placed / to be placed.

15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in your Tender. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

16. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
17. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the procedures to be applied and the estimated Import Duty to be incurred and / or suspended.
18. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue and Customs (HMRC) authorisations.

Sub-contracts Form 1686

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#) chapter. You can access a word version of Form 1686 on GOV.UK at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc

Small and Medium Enterprises

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU definition of an SME.
21. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their subcontractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.
22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/publications/2010-to-2015-government-policy-government-buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.
23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:
- BiP Solutions Ltd
Web address: www.contracts.mod.uk
Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/government-transparency-and-accountability>) and the information contained within DEFCON539.
25. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").
26. You should complete the attached Tenderer's Commercially Sensitive Information Form DEFCON539 (DEFFORM 539A), explaining which parts of your Tender you consider are

commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

27. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

28. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic trading, including payment, will result in your Tender being non-compliant

Change of Circumstances

29. Where circumstances have changed with regard to a Statement Relating to Good Standing or you have not previously submitted a Statement Relating to Good Standing select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

30. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

Reservist and other Supplier Support to the Armed Forces

31. The 2010 Strategic Defence and Security Review set out what our Armed Forces will look like and outlined the role of the Reserve Forces within that Future Force. Reserves will have a greater role, providing both a larger proportion of the force and Defence capabilities in certain specialist areas that are not practical or cost effective to maintain full time.

32. The MOD wishes to have a more sustained and enduring relationship with suppliers, on Reservist and other military personnel objectives, based on mutual benefit. The personnel objectives include:

- a. Employment of service leavers
- b. Employment of wounded, injured or sick veterans
- c. Employment of the partners of service personnel
- d. Helping local cadet units
- e. Support to Reservist employees
- f. Encouragement of Reserve service

33. Of particular interest to Defence is the need to have more Reservists employed by reserves supportive employers as described in Chapter 4 of the White Paper, 'Reserves in the Future Force 2020; Valuable and Valued' available at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210470/Cm8655-web_FINAL.pdf

34. The Authority therefore encourages all Tenderers, and their suppliers, to:

- a. consider whether they are able to support these objectives; and, if they are
- b. sign the Corporate Covenant, declaring their support for the Armed Forces community.

35. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: [The corporate covenant - Detailed guidance - GOV.UK](#).

36. Specific guidance on how you can support the Reserve Forces, what your support means in practice, and what the potential benefits are for you can be found at: www.sabre.mod.uk.

37. Please provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included in the websites.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team
Zone D, 6th Floor, Ministry of Defence,
Main Building, Whitehall, London, SW1A 2HB

38. Where you decide to contribute to meeting the personnel objectives above, you should also report the outcomes of such contributions to the above address so they can be recorded and acknowledged.

39. Paragraphs 31 – 38 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support and we are committed to working with you to this end.

Military Aviation Authority (MAA) Requirements

40. There are no Military Aviation Authority Requirements.

Bank or Parent Company Guarantee

41. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but that MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be able to be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

Cyber Essentials Accreditation

42. For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information¹ from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain. Cyber Risk level – LOW.

43. Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

¹ In this context 'information' shall have the meaning as defined in the contract.

DEFFORM 47 Annex B – Commercial Compliance Matrix

The Commercial Compliance Matrix should be completed in full and submitted as part of your Tender response.

General Conditions of Contract

DEFCON	Edition	Title	Acceptance (Yes / No)	Reason for Non-Acceptance (if applicable)
DEFCON 5J	Edn 18/11/16	Unique Identifiers		
DEFCON 68	Edn 02/17	Supply of Data for Hazardous Articles, Materials and Substances		
DEFCON 76	Edn 12/06	Contractor's Personnel At Government Establishments		
DEFCON 113	Edn 02/17	Diversion orders		
DEFCON 129J	Edn 18/11/16	The Use Of Electronic Business Delivery Form		
DEFCON 501	Edn 05/17	Definitions and Interpretations		
DEFCON 502	Edn 05/17	Specifications Changes		
DEFCON 503	Edn 12/14	Formal Amendments to Contract		
DEFCON 507	Edn 10/98	Delivery		
DEFCON 513	Edn 11/16	Value Added Tax		
DEFCON 514	Edn 08/15	Material Breach		
DEFCON 515	Edn 02/17	Bankruptcy and Insolvency		
DEFCON 516	Edn 04/12	Equality		
DEFCON 518	Edn 02/17	Transfer		
DEFCON 520	Edn 02/17	Corrupt Gifts and Payment of Commission		
DEFCON 522	Edn 18/11/16	Payment and Recovery of Sums Dues		
DEFCON 524	Edn 10/98	Rejection		
DEFCON 525	Edn 10/98	Acceptance		
DEFCON 526	Edn 08/02	Notices		
DEFCON 527	Edn 09/97	Waiver		
DEFCON 528	Edn 07/17	Import and Export Licenses		

DEFCON	Edition	Title	Acceptance (Yes / No)	Reason for Non-Acceptance (if applicable)
DEFCON 529	Edn 09/97	Law (English)		
DEFCON 530	Edn 12/14	Dispute Resolution (English Law)		
DEFCON 531	Edn 11/14	Disclosure of Information		
DEFCON 532A	Edn 06/10	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)		
DEFCON 534	Edn 06/17	Subcontracting and Prompt Payment		
DEFCON 537	Edn 06/02	Rights of Third Parties		
DEFCON 538	Edn 06/02	Severability		
DEFCON 539	Edn 08/13	Transparency		
DEFCON 550	Edn 02/14	Child Labour and Employment Law		
DEFCON 566	Edn 10/16	Change of Control of Contractor		
DEFCON 602B	Edn 12/06	Quality Assurance (Without Deliverable Quality Plan)		
DEFCON 606	Edn 06/14	Change of configuration Control procedure		
DEFCON 608	Edn 10/14	Access and Facilities to Be Provided By the Contractor		
DEFCON 609	Edn 06/14	Contractor's Records		
DEFCON 612	Edn 10/98	Loss Of Or Damage To The Articles		
DEFCON 619A	Edn 09/97	Customs Duty Drawback		
DEFCON 620	Edn 05/17	Contract Change Control Procedure		
DEFCON 621B	Edn 10/04	Transport (If Contractor Is Responsible For Transport)		
DEFCON 624	Edn 11/13	Use of Asbestos		
DEFCON 627	Edn 12/10	Quality Assurance - Requirement For A Certificate Of Conformity		
DEFCON 630	Edn 03/15	Framework Agreements		
DEFCON 632	Edn 08/12	Third Party Intellectual Property Rights		
DEFCON 642	Edn 06/14	Progress Meetings		

DEFCON	Edition	Title	Acceptance (Yes / No)	Reason for Non-Acceptance (if applicable)
DEFCON 644	Edn 05/17	Marking of Articles		
DEFCON 656B	Edn 08/16	Termination for convenience - £5 m and Over		
DEFCON 658	Edn 10/17	Cyber		
DEFCON 660	Edn 12/15	Official Sensitive Security Please Note: For the purposes of this Contract there is no requirement for a Security Aspects Letter.		
DEFCON 670	Edn 07/17	Tax Compliance		

Special Conditions of Contract (including any Annexes referenced in the Special Conditions)

Condition (s)	Title	Acceptance (Yes / No)	Reason for Non-Acceptance (if applicable)
1	Definitions and Interpretations		
4	Scope of the Framework Agreement		
5	Entire Agreement		
6	Duration of Framework Agreement		
7	Lead in period activity		
8	Precedence		
9	Warranties and Representations		
10	Estimated Quantities		
11	Surge Requirement		
12	Specification of Fuel		
13	Order Process		
14	Provisions of Management Information (MI)		
15	Review Meetings		
16	Complaints Procedure		
17	Authorised Demanders		
18	Delivery		
19	Liability for Negligent Delivery		
20	Sampling and Testing		
21	Rejection		
22	Conversion factors		
23	Sourcing		

DEFFORM 47 Annex B

Condition (s)	Title	Acceptance (Yes / No)	Reason for Non-Acceptance (if applicable)
24	Submission of Invoices		
25	Payment		
26	Tolerances		
27	Insurance		
28	Indemnity		
29	Change in law		
30	Freedom of Information		
31	Publicity		
32	Health and Safety		
33	Environment		
34	Crown Commercial Service		

DEFFORM 47 ANNEX C - TECHNICAL COMPLIANCE MATRIX

Reference	Requirement	TENDERER RESPONSE The Tenderer provides its unqualified acceptance of, and compliance with, the requirement. PLEASE STATE ACCEPT / REJECT/ N/A	EVALUATION METHODOLOGY
1.1 Fuel Specification – AVGAS 100LL DFAP/0003 –Table 1 of Annex B - StOR para 4.	Supply of Bulk AVGAS 100LL, NATO Code F-18 to meet Defence Standard 91-090 (latest edition).		PASS: Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.1. FAIL: Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.1.
1.2 Load Size and frequency of demand DFAP/003 –Annex C Authorised Demanders, Delivery Locations & Estimated Quantities	The Tenderer confirms that they can provide volumes of fuel as detailed in the table at Annex C Authorised Demanders, Delivery Locations & Estimated Quantities. The Authority does not guarantee volumes or frequency of orders.		PASS: Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.2. FAIL: Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.2.
1.3 Provision of Delivery Ticket and Delivery Testing Requirements DFAP/003 – Appendix 1 to Annex B, Procedures for delivery, sampling, Inspection, testing and verification of fuel..	The Tenderer agrees to provide a Delivery Ticket and meet all Delivery Testing Requirements in accordance with paras 2 and 13, 14 and 15 of Appendix 1 to Annex B, Procedures for delivery, sampling, Inspection, testing and verification of fuel.		PASS: Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.3. FAIL: Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.3.

1.4 Certificate of Analysis DFAP/003 – Annex B, Statement of Requirement	The tender agrees to provide a certificate of analysis as detailed in 7,8 & 9 of Annex B-StOR.		PASS: Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.4. FAIL: Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.4.
1.5 Testing and Sampling Procedures DFAP/003 –. Appendix 1 to Annex B, Procedures for delivery, sampling, Inspection, testing and verification of fuel	The Tenderer agrees to adhere to and be subject to the testing and sampling procedures as detailed at Appendix 1 to Annex B, Procedures for delivery, sampling, Inspection, testing and verification of fuel, para 11		PASS: Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.5. FAIL: Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.5.
1.6 Shelf Life of AVGAS 100LL DFAP/003 – StOR Annex A para 19. Appendix 1 to Annex B, Procedures for delivery, sampling, Inspection, testing and verification of fuel.	The Tenderer agrees to deliver AVGAS 100LL with the minimum shelf life in accordance with the criteria set out at Appendix 1 to Annex B, Procedures for delivery, sampling, Inspection, testing and verification of fuel, para 19		PASS: Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.6. FAIL: Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.6.
1.7 Surge Requirement DFAP/0003 –Clause 11 of the Terms and Conditions	The tender agrees to meet surge requirement should it transpire, as detailed in Clause 11 of the Terms and Conditions.		PASS: Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.7. FAIL: Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.7.

DEFFORM 47 Annex D – Pricing Matrix

The Pricing Matrix should be completed in full and submitted as part of your Tender response


Tenderers must submit a Firm price premium in the “Premium for entire Framework Duration” column. The price must be in £ pounds sterling the 4 year duration of this requirement. The Firm shall be inclusive of all costs (excluding fuel) and not subject to variation.

Tenderers must bid for the entire requirement.

Contract DFAP/0003

Packed F-18 (AVGAS 100LL)					
Location	Platts Base	Platts Code	Frequency (eg previous week, month, 15 day)	High/Mean/Low	Premium for entire Framework Duration
47 Watchkeeper Force	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	£

Bulk F-18 (AVGAS 100LL)					
Location	Platts Base	Platts Code	Frequency (eg previous week, month, 15 day)	High/Mean/Low	Premium for entire Framework Duration
RAF Coningsby	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	£
RAF Cranwell	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	£
RAF Brize Norton	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	£
RAF Linton-On-Ouse	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	£
RAF Lossiemouth	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	£
RAF Leeming	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	£
RAF Cosford	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	£

MOD St Athan	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	
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Bulk F-18 (AVGAS 100LL)					
Location	Platts Base	Platts Code	Frequency (eg previous week, month, 15 day)	High/Mean/Low	Premium for entire Framework Duration
RNAS Yeovilton	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	10
RNAS Culdrose	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	10
RAF Benson	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	10
AAC Middle Wallop	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	10
RAF Manston	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	10
RAF Odiham	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	10
RAF Woodvale	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	10
RAF Wittering	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	10

**DEFFORM 47 ANNEX E - HAZARDOUS ARTICLES, DELIVERABLES, MATERIALS OR
SUBSTANCES STATEMENT BY THE CONTRACTOR**

Contract Number: DFAP/0003

Contract Title: Provision of Bulk and Packed F-18 Aviation Gasoline (AVGAS) 100LL

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied. ☐

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with either:

DEFCON 68 ☐ ; or

Clause 17 of Standardised Contract 1 Conditions ☐;

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW

TENDERER'S COMMERCIALLY SENSITIVE INFORMATION FORM

Framework Agreement Ref No: DFAP/0003
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender / Framework Agreement:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: email Address:

Additional information – DEFFORM 28
Tender Return label

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp
Here

THE TENDER BOARD
Commercial Project Enabling Team
Defence Equipment and Support
The Central Gatehouse/VCP
MOD Abbey Wood South
Bristol BS34 8JH

Tender No: DFAP/0003
Due before 10 am
on 5 December 2017

DEFFORM 28ABW
Edn 6/09
