

**INVITATION TO TENDER
FOR
SINGAPORE FUELS PROJECT 2 – DOEA/0077
SUBJECT TO CONTRACT**



Contents

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

- DEFFORM 47 - Invitation To Tender for DOEA/0077 - Singapore Fuels Project 2 Agreement. 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
 - Funding
 - DEFFORM 47 Definitions
 - Purpose
 - ITT Documentation and ITT Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Other Information
 - Section B - Key Tendering Activities
 - Section C - Instructions on Preparing Tenders
 - Tenders for Selected Contractor Deliverables
 - Construction of Tenders
 - Validity
 - Variant Bids
 - Section D - Tender Evaluation
 - Section E - Instructions on Submitting Tenders
 - Submission of your Tender
 - Samples
 - Section F - Conditions of Tendering
 - Conforming to the Law
 - Bid Rigging and Other Illegal Practices
 - Conflicts of Interest
 - Government Furnished Assets
 - Standstill Period
 - Publicity Announcement
 - Sensitive Information
 - Reportable Requirements
 - Specific Conditions of Tendering
 - DEFFORM 47 Annex A – Tender Submission Document (Offer)
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
 - Documentation that forms part of the tender pack
 - DOEA/0077 SFP2 Terms and Conditions
 - Framework Terms and Conditions
 - Annex A – DEEFORM 110AL (10/04) Schedule of Requirements
 - Annex B - Statement of Requirement

- Annex C - DEFFORM 68 - Hazardous Articles, Materials or Substances Statement By The Contractor
- Annex D - Insurance
- Annex E – Relevant Form details for DEFCON 522 payment conditions
- Annex F – DEFFORM 539 Suppliers Commercially Sensitive Information Form
- Annex G – DEFFORM 565 Supply Chain Resilience and Risk Awareness
- Annex H - Carbon Reduction Plan Template PPN 06_21
- DEFFORM 111 - Appendix to Contract - Addresses and Other Information

SECTION A - Introduction**DEFFORM 47 Definitions**

In this ITT the following words and expressions shall have the meanings given to them below:

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.

A4. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A5. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A6. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A7. "Cyber Security Model" means the model defined in DEFCON 658 of the Contract Terms & Conditions, General Conditions.

A8. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.

A9. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A10. "ITT Documentation" means this ITT and 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.

A11. "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A12. "Schedule of Requirements" means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out.

A13. The "Statement of Requirement" Annex B means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A14. A 'Sub-Contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A15. A "Tender" is the offer that you are making to the Authority.

A16. "Tenderer" means the economic operator submitting a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A17. A "Third Party" is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A17. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, 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;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions.

A18. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A19. This ITT has either been issued to all potential Tenderers that expressed an interest.

A20. This Requirement was advertised on the Gov.uk Find a Tender Service informing the market of the Singapore Fuels Project re-let as identified in the contract notice, under a Framework Agreement and is in accordance with Defence and Security Public Contracts Regulations (DSPCR) 2011.

ITT Documentation and ITT Material

A21. 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 ITT Material 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 sub-paragraph A21.c, which as 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 ITT Material (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 confirm destruction of (or in the case of software, that it is beyond use) 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'.

A22. Some or all 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 are in addition to, and do not derogate from, your obligations under paragraph A21 above.

Tender Expenses

A23. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Material Change of Control from Supplier Selection

A24. You must inform the Authority in writing as soon as you become aware of:

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
- b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
- c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
- d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
 - i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
 - ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
 - iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
 - iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A25. If a change described in paragraph A24 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A26. In relation to a change described in paragraph A24, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A27. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of their responses to the PQQ if:

- a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A26 as soon as is reasonably practicable and in any event no later than five (5) business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract Conditions

A28. The Contract Terms & Conditions include all attachments can be found at the Special Conditions of the Framework Agreement. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\)](#) website.

A29. The Contract Terms & Conditions are attached.

Other Information

A30. The Armed Forces Covenant

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:
 - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

- c. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority 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 on the website.
Email address: employerrelations@rfca.mod.uk
Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY
- e. Paragraph A30 a to d 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.

Consultation with Credit Reference Agencies

A31. 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:
Final date for Clarification Questions / Requests for additional information	17:00 hrs (GMT) 22 November 2024	Tenderers	[REDACTED] ukstratcom-defsp-oeacomrclfuel@mod.gov.uk
Final Date for Requests for Extension to return date	17:00 hrs (GMT) 22 November 2024	Tenderers	[REDACTED] ukstratcom-defsp-oeacomrclfuel@mod.gov.uk
The Authority issues Final Clarification Answers	27 Nov 2024	The Authority	All Tenderers
Tender Return	17:00 hrs (GMT) 06 December 2024	Tenderers	DSP Portal
Tender Evaluation and Internal Processes	09 December 2024 – Feb 2025	The Authority	N/A
Contract Award	February 2025	The Authority	
Contract Effective Date	February 2025	The Authority	

Notes**Tender Return**

B1. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

B2. 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.

Clarification Questions

B3. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

Negotiations

B.3 Negotiations do not apply to this tender process.

SECTION C – Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. Tenders do not have to Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. Insert the words "No Tender" against each Contractor Deliverable where you are not tendering.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in \$USD. Prices must be for the Premium element of the Fuel delivery only.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. Your Tender must be valid / open for acceptance for 120 calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Variant Bids

C5. The Authority will not accept Variant Bids.

Section D – Tender Evaluation

Tender Evaluation Methodology

D1. This Tender will be assessed on the basis of: Lowest Price Evaluation (Criterion 5) and Compliance in respect of the Technical, Commercial, Insurance and Social Values evaluations (Criterion 1, 2, 3, and 4).

Tender Process

D2. Tenderers are required to complete all elements of the Tender and shall firstly be evaluated against their compliance with all Technical, Commercial, Insurance and Social Values Criterion (Criterion 1, 2, 3 and 4).

D3. Only those Tenderers who confirm unqualified acceptance against all of the Criterion shall achieve a PASS and be considered Compliant and move the final stage Criterion 5 – Lowest Price Evaluation.

D4. Any Tender who indicates a rejection or non-compliance with any element of the Criterion or do not provide a response to any element of the Criterion will be considered non-compliant and no further evaluation will take place.

Technical Evaluation Criteria – Criterion 1

D5. Tenders shall firstly be scrutinised for full unqualified acceptance of, and compliance with the Technical Evaluation Methodology detailed at Criterion 1. Tenders must achieve a PASS in applicable fuel type (Lot) Technical requirements, in order to progress to the next stage of the evaluation, Commercial Evaluation (Criterion 2).

D6. Tenderers who fail to achieve a PASS against one or more of the Authority's Technical requirements for the fuel type (Lot(s)) which you are Tendering will result in a FAIL and your entire Tender will be deemed non-compliant and not proceed to the next stage of the evaluation.

D7. If you Tender for more than one Lot, each Lot will be evaluated in isolation. Tenderers will only be deemed compliant for the Lot(s) that they are tendering for, in which they have achieved a PASS for the Technical Evaluation.

D8. By returning a Tender in response to this ITT, the Tenderer warrants that it can meet all requirements of the StOR, including the requirements that are not included in the Technical Evaluation Methodology detailed at Criterion 1.

D9. The Authority will rely on the Tenderer's response to the Technical Evaluation Methodology detailed at Criterion 1. As such, the Tenderer's attention is drawn to Special Condition 5 of the Framework Agreement – Warranties and Representations and the remedies available to the Authority, under the Framework Agreement, if any of the representations and warranties given by the Tenderer proves to be materially untrue or incorrect.

D10. The Technical evaluation will be undertaken by the Authority's Project representative.

Commercial Evaluation - Criterion 2

D11. If your Tender is deemed to be compliant in the Technical evaluation you will proceed to the next stage of the evaluation, Commercial Compliance. Tenderers are required to state their unqualified acceptance to all of the Authority's Commercial Compliance requirements by completing the Commercial Compliance Matrix – Criterion 2 within this Section D of DEFFORM 47 and submitting this with their Tender response.

D12. This procurement is conducted under the Restricted Procedure of the Defence and Security Public Contracts Regulations (DSPCR) 2011, which means that the Authority cannot negotiate with Tenderers.

D13. The Authority therefore cannot accept any qualified acceptance of the Framework Terms and Conditions, Annexes and Appendices, or any caveats or limitation of the Tenderer's liability.

D14. The Tenderer (Potential Provider) must return a fully Completed Commercial Compliance Matrix indicating whether or not the Tenderer provides its unqualified acceptance of all Framework Terms and Conditions, Annexes and Appendices. Only those Tenderers who confirm 'unqualified acceptance' against all of the Authority's Terms and Conditions of Contract will achieve a PASS and be considered Commercially Compliant.

D15. 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 and will not proceed further to the next stage of evaluation (Criterion 3 – Insurance). For clarity, failure to achieve a pass will result in your entire Tender being deemed non-compliant.

Insurance Evaluation – Criterion 3

D16. Tenderers will be evaluated against the Insurance Evaluation Matrix. Adequate Insurance must be held to protect the Parties to the Agreement in relation to specified insurable risk exposures and to ensure that the Tenderer procures and maintains or procures the maintenance of specified minimum required insurances relative to the Authority's separate interests.

D17. The Tenderer should respond to the Insurance Evaluation Matrix after confirming their understanding of Special Condition 17 and Annex D – Required Insurances of the Framework Agreement. The Tenderer must procure and maintain the Authority's minimum insurance requirement from the start date the Contract and for the duration the Contract.

D18. Only Tenderers who achieve a PASS in all of the Insurance questions will be deemed compliant and then progress to the next stage of the evaluation, Social Values (Criterion 4). In the event that your Tender fails to achieve a PASS against one or more of the Insurance evaluation questions it will be deemed non-compliant and will not proceed further.

D19. Tenderers are required to complete the Insurance Requirements Table at Section D of the DEFFORM 47 Insurance Evaluation Matrix and submit this with their Tender response.

Social Values Evaluation – Criterion 4

D20. Tenderers will be evaluated against 3 Social Value Themes these are stated Criterion 4. Tenderer is required to respond to all questions and provide all information in support of the Social Value Theme. Insufficient detail or failure to respond to a question will be deemed as non-compliant and marked as a FAIL. Only Tenderers who achieve a PASS in all of the Social Value Evaluation questions will be deemed compliant and then progress to the next stage of the evaluation, Lowest Price Evaluation (Criterion 5).

Lowest Price Evaluation – Criterion 5

D22. For the purpose of this Tender the lowest price shall mean the lowest premium Tendered by the Tenderer. Only those Tenders which are considered to be compliant in the Technical, Commercial, Insurance and Social Values evaluations (Criterion 1, 2, 3, and 4) will be assessed as fully compliant with the Authority's Requirement and will pass on to the final evaluation stage Price – Criterion 5.

D23. Tenderers are required to submit firm prices for the premium element of the fuel price for each of the 4 years for the relevant fuel type by completing Criterion 5 and submit this with their tender response. The firm prices shall be for supplier's premium element only (inclusive of supplier's costs and all DDP delivery cost etc), the price of the fuel will be determined by Platts Marketscan known and the "Platts Price".

D24. The premium will be multiplied by the annual estimated volume per contract year. Prices for each Lot will be assessed individually and will not be reliant on the premium price of the other Lot if Tenderers are bidding for both Lots.

D25. Contract will be awarded to the Tenderer(s) who pass all the Criterion 1 – 5 and who offers the Lowest combined premium price for the 4-year requirement for each Lot as determined by the evaluation criteria set forth in this DEFFORM 47.

Clarifications

D26. The Authority at its sole discretion may seek clarification form Tenderers on the clarity or content of their Tenders.

Tender Responses for Evaluation

D27. As part of your Tender Submission the Authority requires you to complete and return the following;

- a. Confirmation of acceptance of the Authority's Technical Requirements as issued with this Tender and/or the reason for the non-acceptance of any element of the Technical Requirements by completing Technical Evaluation Criteria - Criterion 1 Section D attached to this document.
- b. Confirmation of acceptance of the Authority's Commercial Terms and Conditions as issued with this Tender and/or the reason for the non-acceptance of any clause of the Terms and Conditions by completing Commercial Evaluation - Criterion 2 Section D attached to this document.
- c. Completion of information required to show compliance with the Authority's Insurance Requirements as issued with this Tender and/or the reason for the non-acceptance of any element of the Insurance Requirements by completing Insurance Evaluation - Criterion 3 Section D attached to this document.
- d. Completion of the Social Values request, attached to this document by completing Social Values – Criterion 4 Section D attached to this document, complete with evidence and a copy of your company's Carbon Reduction Plan.
- e. Provision of Price by completing Lowest Price Evaluation – Criterion 5 to Section D, Table attached to this document.
- f. Complete the information required in DEFFORM 539A Suppliers Commercial Sensitive Information by completing DEFFORM 539A – Section G attached to this document.
- g. Complete the information required in DEFFORM 68 Hazardous Articles, Materials or Substances Statement by the Contractor by completing DEFFORM 68 – Section H attached to this document.
- h. Complete DEFFORM 47, Annex A included at Section I to this Tender documentation. In the Total Value of Tender box please input the total expected value of the contract based on volumes stated for the duration (4 years). You must ensure that your DEFFORM 47 Annex A at Section I is signed, scanned and sent with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

- i. Cyber – The Ministry of Defence requires suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. The Tenderer shall return with their submission a copy of their Cyber Essentials Certification or confirmation they are working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract.
- j. Tenderers must provide a written confirmation that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian / Belarusian products and/or services.

Section D**Criterion 1 – Technical Evaluation – StOR Technical Compliance Matrix**

The StOR Technical Compliance will be assessed using the Rationale below against the fuel types (Lot(s))

StoR Technical Compliance - Scoring Criteria

Rated Response	Interpretation/Rationale
PASS	Tenderer has provided its unqualified acceptance of, and compliance with the required Lot. number
FAIL	Tenderer has not provided its unqualified acceptance of, and compliance with the required Lot. number.

OFFICIAL

INTENTIONALLY LEFT BLANK

OFFICIAL

Criterion 1 - Technical Evaluation – StOR Technical Compliance

Lot 1: F-76

Reference	REQUIREMENT	TENDERERS RESPONSE The Tenderer provides its unqualified acceptance and compliance with, the requirement. PLEASE STATE ACCEPT / REJECT/ N/A	EVALUATION METHODOLOGY IMPORTANT Failure to achieve a PASS for each question will result in your entire Tender being Non Compliant .
1.1 Fuel Specification F-76 Annex B to DOEA/0077 – StOR para. 2 Table 1 & Para 14.	<p>The Tenderer fully understands the specification requirements needed and is able to supply F-76 (Fuel Naval Distillate) to Def Stan 91.4 latest issue.</p> <p>Note to Suppliers: In Def Stan 91-4 Table 1 – Test Requirements, Section 9.1 – Lubricity, (Note 5) the following is stated “Lubricity improving additives may only be used by agreement of the purchaser”</p> <p>For the duration of this requirement the following lubricity additives are approved for use:</p> <ul style="list-style-type: none"> • Infineum R-650 at a treat rate of 100ppm • Infineum R-655 at a treat rate of 150ppm • Total PC32 at a treat rate of 90ppm 		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.1 or has stated N/A if the Tenderer is not bidding for this Lot.</p> <p>FAIL - Tenderer has failed to provided its unqualified acceptance of, and/or failed to confirm compliance with Reference 1.1.</p>
1.2 Call-Off Procedure and Delivery Window StOR para 7 & 8	<p>The Tenderer agrees to conform with the Call-Off Procedure and shall meet the Delivery Window criteria as detailed in paragraph 7 and 8 of the StOR</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.2 or has stated N/A if the Tenderer is not bidding for this Lot.</p> <p>FAIL - Tenderer has failed to provided its unqualified acceptance of, and/or failed to confirm compliance with Reference 1.2.</p>

OFFICIAL

<p>1.3 Load Size and frequency of demand</p> <p>Fuel Specification – F-76 StOR Table</p>	<p>The Tenderer confirms that they can provide the (F-76) Estimated Annual Volume* of fuel in conjunction with the Typical Parcel Size as detailed in Table 2 of the StOR. The Authority does not guarantee volumes or frequency of orders.</p> <p>*Estimated total requirement for 4-Year Framework (profiled from FY figures noted in StOR Table 2) Approx. [REDACTED]</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.3</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.3.</p>
<p>1.4 Infrastructure, Vessel and Berth Restrictions StOR, paragraph 10 - 13.</p>	<p>The Tenderer agrees to adhere to and confirms that it is able to provide vessels that are suitable to meet the Infrastructure, Vessel and Berth Restrictions as per paragraph 10-13 of the StOR.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.4</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.4.</p>
<p>1.5 Provision of Q88 and Delivery Testing Requirements StOR, paragraph 19 - 21.</p>	<p>The Tenderer agrees to provide a Q88's for vessels that meet the Infrastructure, Vessel and Berth Restrictions (as per above Ref:1.4) and meet all Delivery Testing Requirements in accordance with paragraph 19 - 21 of the StOR.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.5</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.5.</p>
<p>1.6 Presentation of Documentation StOR, paragraph 21- 32</p>	<p>The Tenderer agrees to present a fully completed vessel Q88 subject to the timescales stated in the StOR at paragraph 21-23 and the Tenderer agrees to present a fully completed CoQ in accordance with the criteria set out in paragraph 24-32 of the StOR.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.6</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.6.</p>
<p>1.7 Testing and Sampling Procedures StOR,</p>	<p>The Tenderer agrees to adhere to and be subject to the testing and sampling procedures as detailed in paragraph 14-20 and 30-34 of the StOR.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.7</p>

paragraph 14-20 and 30-34			FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.7.
1.8 Rejection of Fuel StOR, Table 1 and paragraph 35.	The Tenderer agrees to adhere to and be subject to the Authorities right to reject fuel which does not conform with the stated specification as detailed in Table 1 and paragraph 35 of the StOR.		PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.8 FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.8.
1.9 Supply Chain Resilience and Risk Awareness Appendix 1 to Annex B and Annex G	The Tenderer agrees to provide the necessary information as required by Annex G – Supply Chain Resilience and Risk Awareness as part of all Appendix 1 to Annex B - Call-Off Contracts issued.		PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.9 FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.9

Criterion 1 - Technical Evaluation – StOR Technical Compliance

Lot 2: F-44 or JP5

Reference	REQUIREMENT	TENDERERS RESPONSE The Tenderer provides its unqualified acceptance and compliance with, the requirement. PLEASE STATE ACCEPT / REJECT/ N/A	EVALUATION METHODOLOGY IMPORTANT Failure to achieve a PASS for each question will result in your entire Tender being Non Compliant .
1.1 Fuel Specification – F-44 or JP5 Annex B to DFAP/0028 - StOR paragraph 2 Table 1 and paragraph 14.	The Tenderer fully understands the specification requirements needed and is able to supply Turbine Fuel Aviation: High Flash type with Fuel System Icing Inhibitor to meet Def Stan 91-86 latest issue (F-44) or Military Specification MIL-DTL-5624 Latest Issue. The minimum FSII concentration is to be greater than 0.10% w/w		PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.1 or has stated N/A if the Tenderer is not bidding for this Lot. FAIL - Tenderer has failed to provided its unqualified acceptance of, and/or failed to confirm compliance with Reference 1.1.
1.2 Call-Off Procedure and Delivery Window StOR para 7 and 8	The Tenderer agrees to conform with the Call-Off Procedure and meet the Delivery Window criteria as detailed in paragraph 7 and 8 of the StOR		PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.2 or has stated N/A if the Tenderer is not bidding for this Lot. FAIL - Tenderer has failed to provided its unqualified acceptance of, and/or failed to confirm compliance with Reference 1.2.
1.3 Load Size and frequency of demand Fuel Specification – F-44 or JP5	The Tenderer confirms that they can provide the (F-44 or JP5) Estimated Annual Volume* of fuel in conjunction with the Typical Parcel Size as detailed in Table 3 of the StOR. The Authority does not		PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.3 FAIL - Tenderer has not provided its unqualified acceptance of, and

OFFICIAL

<p>StOR Table 3.</p>	<p>guarantee volumes or frequency of orders.</p> <p>*Estimated total requirement for 4-Year Framework (profiled from FY figures noted in StOR Table 3) Approx. [REDACTED]</p>		<p>compliance with Reference 1.3.</p>
<p>1.4 Infrastructure, Vessel and Berth Restrictions StOR, paragraph 10 - 13.</p>	<p>The Tenderer agrees to adhere to and confirms that it is able to provide vessels that are suitable to meet the Infrastructure, Vessel and Berth Restrictions as per paragraph 10-13 of the StOR.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.4</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.4.</p>
<p>1.5 Provision of Q88 and Delivery Testing Requirements StOR, paragraph 19 - 21.</p>	<p>The Tenderer agrees to provide a Q88's for vessels that meet the Infrastructure, Vessel and Berth Restrictions (as per above Ref:1.4) and meet all Delivery Testing Requirements in accordance with paragraph 19 - 21 of the StOR.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.5</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.5.</p>
<p>1.6 Presentation of Documentation StOR, paragraph 21- 32</p>	<p>The Tenderer agrees to present a fully completed vessel Q88 subject to the timescales stated in the StOR at paragraph 21-23 and the Tenderer agrees to present a fully completed CoQ in accordance with the criteria set out in paragraph 24-32 of the StOR.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.6</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.6.</p>
<p>1.7 Testing and Sampling Procedures StOR, paragraph 14- 20 and 30-34</p>	<p>The Tenderer agrees to adhere to and be subject to the testing and sampling procedures as detailed in paragraph 14-20 and 30-34 of the StOR.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.7</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.7.</p>

OFFICIAL

<p>1.8 Rejection of Fuel StOR, Table 1 and paragraph 35.</p>	<p>The Tenderer agrees to adhere to and be subject to the Authorities right to reject fuel which does not conform with the stated specification as detailed in Table 1 and paragraph 35 of the StOR.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.8</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.8.</p>
<p>1.9 Supply Chain Resilience and Risk Awareness Appendix 1 to Annex B and Annex G</p>	<p>The Tenderer agrees to provide the necessary information as required by Annex G – Supply Chain Resilience and Risk Awareness as part of all Appendix 1 to Annex B - Call-Off Contracts issued.</p>		<p>PASS - Tenderer has provided its unqualified acceptance of, and compliance with Reference 1.9</p> <p>FAIL - Tenderer has not provided its unqualified acceptance of, and compliance with Reference 1.9</p>

Section D

Criterion Ref. 2 – Commercial Compliance Matrix

COMPLIANCE WITH FRAMEWORK TERMS AND CONDITIONS, ANNEXES AND APPENDICES**Evaluation Method****IMPORTANT:** Commercial compliance will be scored against the rationale below:

Rated Response	Interpretation/Rationale
PASS	Tenderer has indicated its unqualified acceptance of all Framework Terms and Conditions, Annexes and Appendices.
FAIL	Tenderer has not indicated its unqualified acceptance of all Framework Terms and Conditions, Annexes and Appendices.

Commercial Compliance Criteria

C.1 - COMMERCIAL COMPLIANCE MATRIX COMPLIANCE WITH DEFENCE CONDITIONS AND DEFENCE FORMS	
DEFCON / DEFFORM	Compliance Yes / No
DEFCON 005J (Edn. 18/11/16) - Unique Identifiers	
DEFCON 68 (Edn. 10/22) – Supply of Data for Hazardous Articles, Materials & Substances	
DEFCON 129J (Edn. 18/11/16) - The Use Of The Electronic Business Delivery Form	
DEFCON 501 (Edn. 10/21) - Definitions and Interpretations	
DEFCON 503 (Edn. 06/22) - Formal Amendments To Contract	
DEFCON 507 (Edn. 07/21) – Delivery	
DEFCON 513 (Edn. 04/22) - Value Added Tax	
DEFCON 514 (Edn. 08/15) - Material Breach	
DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency	
DEFCON 516 (Edn. 04/12) – Equality	
DEFCON 518 (Edn. 02/17) – Transfer	
DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission	
DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due	
DEFCON 524* (Edn 12/21) – Rejection	
DEFCON 524A (Edn (12/22) – Counterfeit Material	
DEFCON 525 (Edn 10/98) - Acceptance	
DEFCON 526 (Edn. 08/02) – Notices	
DEFCON 527 (Edn. 09/97) – Waiver	
DEFCON 528** (Edn. 07/21) - Import and Export Licences	
DEFCON 529 (Edn. 09/97) – Law (English)	
DEFCON 530 (Edn. 12/14) – Dispute Resolution (English Law)	
DEFCON 531 (Edn. 09/21) - Disclosure of Information	
DEFCON 532B (Edn. 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)	
DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment	
DEFCON 537 (Edn. 12/21) - Rights of Third Parties	
DEFCON 538 (Edn. 06/02) – Severability	
DEFCON 539 (Edn.01/22) - Transparency	
DEFCON 565 (Edn 07/23) - Supply Chain Resilience and Risk Awareness	
DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law	
DEFCON 566 (Edn. 10/22) - Change of Control of Contractor	
DEFCON 602B (Edn. 12/06) – Quality Assurance (Without Deliverable Quality Plan)	
DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor	
DEFCON 609 (Edn. 07/21) - Contractor's Records	
DEFCON 612 (Edn. 06/21) – Loss Of Or Damage To The Articles	
DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure	
DEFCON 621B (Edn. 10/04) – Transport (If Contractor is Responsible for Transport)	

OFFICIAL

DEFCON 624 (Edn. 07/21) – Use of Asbestos	
DEFCON 627 (Edn. 11/21) – Quality Assurance – Requirement for a Certificate of Conformity	
DEFCON 630 (Edn. 02/18) – Framework Agreements	
DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions	
DEFCON 642 (Edn. 07/21) – Progress Meetings	
DEFCON 646 (Edn. 10/98) – Law And Jurisdiction (Foreign Suppliers)	
DEFCON 656B (Edn. 08/16) – Termination for Convenience – Over £5Million	
DEFCON 658*** (Edn. 10/22) – Cyber	
DEFCON 670 (Edn. 02/17) – Tax Compliance	
DEFCON 671 (Edn 10/22)	
DEFCON 675 (Edn. 03/21) - Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)	
DEFCON 678 (Edn. 09/19) - SME Spend Data Collection	
DEFFORM 8 Acceptance Offer of Contract (Edn. 02/24)	
DEFFORM 10 Acceptance of Offer to Contract Amendment (Edn 05/23)	
DEFFORM 68 Hazardous Articles, Materials or Substances Statement by the Contractor (Edn 02/19)	
This DEFFORM needs to be completed and returned with Tender.	
DEFFORM 539A Tenderer’s Commercially Sensitive Information Form (Edn 10/22)	
This DEFFORM needs to be completed and returned with Tender.	
DEFFORM 565 – Supply Chain Resilience and Risk Awareness (Edn 08/23)	
This DEFFORM is be to completed and provided with all Appendix 1 to Annex B – Call-Off Contract Forms	
DEFFORM 111 Appendix - Addresses and Other Information (Edn 10/22)	

C.2 COMMERCIAL COMPLIANCE MATRIX COMPLIANCE WITH NARRATIVE CONDITIONS OF FRAMEWORK AGREEMENT		
Condition	Special Condition Ref:	Compliance Yes / No
GENERAL CONDITION		
DEFINITIONS	1	
SCOPE OF THE REQUIREMENT	2	
DURATION	3	
PRECEDENCE	4	
WARRANTIES AND REPRESENTATIONS	5	
SPECIFICATION OF FUEL	6	
VOLUMES	7	
CALL OFF CONTRACT PROCEDURE	8	
PRICING	9	
SUBMISSION OF INVOICES	10	
PAYMENT	11	
DELIVERY RESTRICTIONS	12	

OFFICIAL

SAMPLING AND TESTING	13	
REJECTION	14	
LAYTIME AND DEMURRAGE AND LIQUIDATED DAMAGES	15	
QUALITY ASSURANCE	16	
INSURANCE	17	
DELIVERY DUTY PAID INCOTERM	18	
CHANGE IN LAW	19	
PUBLICITY	20	
HEALTH AND SAFETY	21	
ENVIRONMENTAL	22	
INTERNATIONAL SHIPPING – SAFETY & SECURITY	23	
DIPLOMATIC AND NATIONAL SECURITY POLICY	24	
RELATIONSHIP MANAGEMENT	25	
REVIEW MEETINGS	26	
ENTIRE AGREEMENT	27	
SUPPLY CHAIN RESILIENCE AND RISK AWARENESS	28	

COMMERCIAL COMPLIANCE MATRIX COMPLIANCE WITH FRAMEWORK AGREEMENT ANNEXES AND APPENDICES		
C.3		
Annex / Appendix Reference	Title	Compliance Yes / No
Annex A	DEFFORM 110AL – Schedule of Requirements	
Annex B	Statement of Requirement (StOR) And Appendix 1 – Call-Off Order Form	
Annex C	DEFFORM 68 – Hazardous Articles, Materials or Substances Statement by the Contractor	
Annex D	Insurances	
Annex E	DEFCON 522- Payment Condition	
Annex F	DEFFORM 539A Tenderer’s Commercially Sensitive Information Form (Edn 10/22)	
Annex G	DEFFORM 565 – Supply Chain Resilience and Risk Awareness (Edn 08/23) This DEFFORM is be to completed and provided with all Appendix 1 to Annex B – Call-Off Contract Forms	

Section D

Criterion Ref. 3 - INSURANCE EVALUATION MATRIX

Evaluation Methodology

IMPORTANT: Failure to achieve a pass for this criterion will result in your entire Tender being deemed non-compliant.

Rating	Attribute
Pass	<p>No amendment to the Authority minimum insurance requirement other than the insertion of Reasonable Maximum Deductible Thresholds into the Annex D (Required Insurances) of the Framework Agreement</p> <p>Or,</p> <p>Amendment to the Authority minimum insurance requirement that is not considered to confer any adverse risk to the Authority or any material diminution in the required insurance cover of the Authority.</p>
Fail	<p>Amendment to the Authority minimum insurance requirement that is considered to confer some appreciable risk to the Authority or diminution in the required insurance cover of the Authority.</p> <p>Or</p> <p>Insufficient detail or is considered to leave gaps in the level or extent of insurance cover which exposes the Authority to significant adverse risk or significantly material diminution in the required insurance cover of the Authority.</p> <p>Or,</p> <p>Unmarked. The above table has not been completed.</p>

INSURANCE				
<p>Please provide evidence of the Tenderer's Insurances. The Authority wishes to contract with a Tenderer who can procure and maintain or procure the maintenance of the Authority's minimum insurance requirement (Framework Agreement – Special Condition 31 and Annex D), in order to protect the parties to the Framework Agreement in relation to specified insurable risk exposures, relative to the Authority's separate interests.</p> <p>All Tenderers MUST respond to this question <i>by completing the table below</i>.</p>				
Class of Insurance	Insurer(s) identity (including any excess layer insurers)	Bidder proposed maximum deductible threshold each and every occurrence (NB. Confirm any aggregate Deductible if applicable)	Bidder to confirm agreement to the requirements of Special Condition 31 (Insurance)	Bidder to confirm agreement to the requirements of Annex D (Required Insurances)
Third Party Public and Products Liability Insurance				
Compulsory / statutory insurances				
Protection and Indemnity Insurance (Ocean Tanker Delivery Duty Paid only)				

Section D**Criterion Ref. 4 – Social Values****Evaluation Methodology**

IMPORTANT: Failure to achieve a pass for this criterion will result in your entire Tender being deemed non-compliant.

Rated Response	Interpretation/Rationale
PASS	Tenderer has answered all questions and provided all information in support of Social Value Theme
FAIL	Tenderer has provided insufficient detail or has failed to respond to a question.

SOCIAL VALUES

Theme - 1		Policy Outcome	Weighting		PASS/FAIL
<p>Tackling Inequality</p> <p>Note: Answers must be no more than two (2) A4 Pages (Electronic), excluding General Attachments.</p>			MAC		Title:
		Model Evaluation Question (MEQ)	Describe how your company will demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.		
		Sub-Criteria for MAC:			
		Model Response Guidance:	<p>Within your answer, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. <p>You should include but not be limited to:</p> <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency <p>how you will influence staff, Contractors, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering.</p>		
		Illustrative examples:			
		Standard Reporting Metrics	Tenderers are to report annually on their Company's adherence to the Social Value		
		Potential Provider's Response:	<p><i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i></p>		

Theme - 2		Policy Outcome	Weighting		PASS/FAIL
			MAC		Title:

Theme - 2		Policy Outcome	Weighting	PASS/FAIL
<p>Fighting climate change</p> <p>Note: Answers must be no more than two (2) A4 Pages (Electronic), excluding General Attachments.</p>	Model Evaluation Question (MEQ)	Describe how your company will deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.		
	Sub-Criteria for MAC:			
	Model Response Guidance:	<p>Within your answer, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. <p>You should include but not be limited to:</p> <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency <p>how you will influence staff, Contractors, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering.</p> <p>Potential Provider must provide with their submission a Carbon Reduction Plan, template as per PPN 06_21 attached at Annex H.</p>		
	Illustrative examples:			
	Standard Reporting Metrics	Tenderers are to report annually on their Company's adherence to the Social Value		
Potential Provider's Response:	<p><i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i></p>			

Theme - 3		Policy Outcome	Weighting	PASS/FAIL
			MAC	Title:

Theme - 3	Policy Outcome	Weighting	PASS/FAIL	
<p>Equal opportunity</p> <p>Note: Answers must be no more than two (2) A4 Pages (Electronic), excluding General Attachments.</p>	<p>Model Evaluation Question (MEQ)</p>	<p>Describe how your company will demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.</p>		
	<p>Sub-Criteria for MAC:</p>			
	<p>Model Response Guidance:</p>	<p>Within your answer, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency <p>how you will influence staff, Contractors, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering.</p>		
	<p>Illustrative examples:</p>			
	<p>Standard Reporting Metrics</p>	<p>Tenderers are to report annually on their Company's adherence to the Social Value</p>		
	<p>Potential Provider's Response:</p>	<p><i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i></p>		

Section D

Criterion 5 - LOWEST PRICE EVALUATION

Tender Number: **DOEA/0077**

Pricing Matrix

The Pricing Matrix should be completed in full, by providing a Premium Price for each of the 4 years for the LOT(S) of which you are Tendering. This Pricing Matrix must be submitted as part of your Tender response. If you are only bidding for one of the fuel types then N/A must be inserted in the fuel that you are not bidding for.

All prices submitted in this pricing matrix are the Framework Provider Premium element only (inclusive of supplier's costs and all DDP delivery cost etc). Prices shall be firm and submitted in USD (\$). The premiums detailed below will be the multiplied by the estimated volume per contract year. See Tables 2 and 3 below.

Lot Number	Product Description	Year 1 Premium (\$ per m3) 01 Jan 25-31 Dec 25	Year 2 Premium (\$ per m3) 01 Jan 26-31 Dec 26	Year 3 Premium (\$ per m3) 01 Jan 27-31 Dec 27	Year 4 Premium (\$ per m3) 01 Jan 28-31 Dec 28
1	F-76 (Fuel Naval Distillate): Def Stan 91-4 Latest Issue				
2	F-44 (AVCAT-FSII) Turbine Fuel Aviation: High Flash type with Fuel System Icing Inhibitor: Def Stan 91-86 Latest Issue Or JP5: Military Specification MIL-DTL-5624 Latest Issue				

Table 1 – Pricing Matrix

Contract Year	Annual Estimated Volumes (m3)
Contract Year 1 (2025)	[REDACTED]
Contract Year 2 (2026)	[REDACTED]
Contract Year 3 (2027)	[REDACTED]
Contract Year 4 (2028)	[REDACTED]

Table 2 – F-76 Annual Estimated Volumes per Contract Year

Contract Year	Annual Estimated Volumes (m3)
Contract Year 1 (2025)	[REDACTED]
Contract Year 2 (2026)	[REDACTED]

Contract Year 3 (2027)	[REDACTED]
Contract Year 4 (2028)	[REDACTED]

Table 3 – F-44 / JP5 Annual Estimated Volume per Contract Year

SECTION E – Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by **17:00 hrs (GMT) on 06 December 2024**. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT reference DOEA/0077.

E2. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact [REDACTED]

using the following E-Mail Address ukstratcom-defsp-oeacomrlfuel@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE.

E3. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact [REDACTED]

using the following E-Mail Address ukstratcom-defsp-oeacomrlfuel@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E4. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications. You **must leave the value field blank** when submitting your DEFFORM 47. Where you select 'Yes' to any questions you must attach the relevant information.

E5. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E6. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact [REDACTED]

using the following E-Mail Address ukstratcom-defsp-oeacomrlfuel@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE

E7. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact [REDACTED]

using the following E-Mail Address ukstratcom-defsp-oeacomrclfuel@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Lots

E9. This requirement has been split into 2 lots. Contract will be awarded to the Tenderer(s) who pass all the Criterion 1 – 5 and who offers the Lowest combined premium price for the 4-year requirement for each Lot as determined by the evaluation criteria set forth in this DEFFORM 47.

Variant Bids

E10. The Authority will not accept variant bids.

Samples

E11. No Samples are required for the Framework Agreement

Section F - Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A24 to A27;
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. 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 the Single Source Contract Regulations 2014;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C4.

Conforming to the Law

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender will 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 suspected or actual 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. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential Conflict of Interest (COI) exists, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed at F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

- k. the manner of operation and management;
- l. roles and responsibilities;
- m. standards for integrity and fair dealing;
- n. levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- o. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
- p. the Authority's rights of audit; and
- q. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. 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 the GFA from the named Commercial Officer.

Standstill Period

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

Publicity Announcements

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. 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.

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the DEFFORM 539A and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Russian and Belarusian Suppliers, Products and Services

F20. Except as set out in [PPN 01/22](#), the Authority will not be accepting Tenders that:

- a. contain any Russian / Belarusian products and/or services; and/or
- b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:

1. registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and/or
2. which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

F21. Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian / Belarusian products and/or services.

F22. Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

Specific Conditions of Tendering

F23. 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

F24. 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. EXOSTAR is the Suppliers interface for CP&F.

Section G**DEFFORM 539A
Edn 08/13****1. Tenderer's Commercially Sensitive
Information Form**

IIT Ref No:
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
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:

Section H

**DEFFORM 68
(Edn 02/19)**

Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor

Contract Number: DOEA/0077

Contract Title: Global Bulk Fuels Service

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

Condition 9 of Standardised Contract 1A/B 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:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol, BS34 8JH

Email: DESTECHQSEPEnvHSISMulti@mod.gov.uk

Section I

DEFFORM 47 Annex A

Edn 03/24

Ministry of Defence

Tender Submission Document (Offer) – Ref Number [ITT -]

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 and ITT Material, 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 Terms & 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				Yes / No
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, 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	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes*/No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed and attached a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service, together with a Cyber Implementation Plan as appropriate?			Yes* / No / N/A	

OFFICIAL

Have you completed Form 1686 for Sub-Contracts?	Yes* / No
Have you completed the compliance matrix / matrices?	Yes / No / N/A
Are you a Small Medium Sized 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 Sensitive Information form?	Yes* / No
If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract 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 or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, 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> <ol style="list-style-type: none"> the offered price has not been divulged to any Third Party; no arrangement has been made with any Third Party that they should refrain from tendering; no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion; no discussion with any Third Party has taken place concerning the details of either's proposed price; and 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 tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).</p>	
Dated this..... day of Year	
Signature:	In the capacity of
(Must be scanned original)	(State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this Tender for and on behalf of:	Telephone No:

OFFICIAL

(Tenderer's Name)	Registered Company Number: Dunn And Bradstreet number:
-------------------	---

Information on Mandatory Declarations**IPR Restrictions**

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (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 2.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 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
6. 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:

Whether all or part of any Contractor Deliverables are or will be subject to:

- a. a non-UK export licence, authorisation or exemption; or
- b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. 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 by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
9. 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 6.
10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense 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

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
12. For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and/or suspended.
13. 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 His Majesty's Revenue & Customs (HMRC) authorisations.

Cyber Risk

14. Cyber risk has been considered and the Cyber Security Model resulted in a 'Not Applicable' outcome. Risk Assessment Reference is RAR992954404.

Sub-Contracts Form 1686

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. 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. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](#).

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

17. 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 Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at [Gov.UK](https://www.gov.uk) and the DSP.

19. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrcISSM-Suppliers@mod.gov.uk.

Transparency, Freedom Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request 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.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of either DEFCON 539 and/or Special Condition 40 of the Framework Agreement.

22. 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 2004 ("the EIR").

23. You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.

24. 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

25. 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. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

Change of Circumstances

26. In accordance with paragraph A24, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. 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' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

29. A Bank or Parent Company Guarantee is not required.

APPENDIX TO FRAMEWORK AGREEMENT – DEFFORM 111
Addresses and Other Information

1. Commercial Officer

Defence Operational Energy Authority
Commercial Manager
Cedar 3a, #3360, NH3
DE&S Abbeywood
Bristol BS34 8JH

Tel:
Email: ukstratcom-defsp-oecomrcfuel@mod.uk

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available)

Defence Operational Energy Authority
Operations Manager
Cedar 3a, #3360, NH3
DE&S Abbeywood
Bristol BS34 8JH

Tel:
Email: ukstratcom-defsp-oeaopsmgmt@mod.gov.uk

9. Consignment Instructions
The items are to be consigned as follows:

3. Packaging Design Authority
Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

10. Transport. The appropriate Ministry of Defence Transport Offices are:
A. DSCOM. DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
Air Freight Centre
IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
Surface Freight Centre
IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837
Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

4. (a) Supply / Support Management Branch or Order Manager:

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

11. The Invoice Paying Authority (see Note 1)
Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL **Website is:**
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>

6. Intentionally Blank

12. Forms and Documentation are available through *:
Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arcott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email:
Leidos-FormsPublications@teamleidos.mod.uk

Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

***NOTE1. Many DEFCONs and DEFFORMs**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.