DEFFORM 47 (Edn 04/17)

Beverley Finch Defence Helicopters

01935 705426



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Defence Equipment & Support Helicopters Commercial Bldg 100 Centenary House Leonardo Helicopters Box 146 Lysander Road YEOVIL Somerset BA20 2YB

7th April 2017

#### Dear Sir/Madam,

#### INVITATION TO NEGOTIATE (ITN) - REFERENCE NO. HELSS/0078

- You are invited to tender for the Support to Royal Navy Historic Flight to include Core Services, Repair and Overhaul and other associated tasking in accordance with the attached documentation.
- 2. The requirement is for MAA Regulatory Publication (MRP) support for Fairey Swordfish aircraft (all marks) and Bristol Pegasus and Centaurus propulsion systems but task scope may include other air systems, propulsion systems and equipment in future. Services requested under this contract may include Repair & Overhaul (R&O), acquisition, production/manufacturing, technical services, design support & training and other support requirements as tasked by the Authority.
- 3. Funding has been approved for 5 years only. The budget is £903,000 (Inc VAT), this is for Item 1 of the Statement of Requirement (Core) and Item 2a (Parts-inclusive Repair & Overhaul of Qty 1 Pegasus 30). The potential estimated value of the Framework Contract is(including Item 1 and Item 2 in their entirety is £7,600,000 (Ex VAT) over a 7 year period (5 years + 2 year option); however, this is subject to approval for each task raised against Item 2 of the Schedule of Requirement (Ad-hoc Task).
- The anticipated date for the contract award decision is 12<sup>th</sup> June 2017 please note that this date is indicative and may change.
- 5. You must submit your Tender to arrive no later than **15:00 hrs on 8<sup>th</sup> May 2017.** You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.
- 4. Please confirm receipt of this tender to the Commercial Officer stated in the above address.

Yours faithfully

Beverley Finch Assistant Commercial Officer

Supplier Name	Supplier Address	Supplier PoC
Propshop Ltd trading as Aircraft Restoration Company	Building 425, Duxford Airfield, Duxford, Cambridgeshire CB22 4QR	
North Wales Military Aviation Services Limited	Flint Road 3 Saltney Ferry Hawarden Airport Chester Flintshire CH4 0GZ	-
Retro Track and Air (UK) Ltd	Upthorpe Iron Works Upthorpe Lane Cam Dursley Gloucestershire GL11 5HP	
Serco Limited	Serco Limited Serco House 16 Bartley Wood Business Park Hook Hampshire RG27 9UY	

# List of Suppliers Invited to Submit a Tender for ITT HELSS/0078

# Invitation to Negotiate for the Support to Royal Navy Historic Flight to include Core Services, Repair and Overhaul and other associated tasking

**HELSS/0078** 

# Contents

This invitation consists of the following documentation:

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DEFFORM 47 – Invitation To Negotiate. The DEFFORM 47 is the document that 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:

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# Section A – Introduction

# **DEFFORM 47 Definitions**

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

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

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

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

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

A6. "Schedule of Requirements" means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A7. The "Statement of Requirement" details the technical requirements

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

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

A10. A "Third Party" is any person who is not an employee of the Authority or Tenderer, as defined at A2.

#### Purpose

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

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

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

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

A14. The requirement was advertised by the Authority in the OJEU Publication dated 23rd November 2017 with reference to the requirement for Support to Royal Navy Historic Flight to include Core Services, Repair and Overhaul and other associated tasking following the Negotiated procedure under the Defence and Security Public Contracts Regulations 2011.

## **ITT Documentation and ITT Material**

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

a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;

b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;

c. seek approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;

d. abide by any reasonable conditions imposed by the Authority in giving its approval under subparagraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

e. accept that any further disclosure of ITT Documentation or 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 return all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICAL SENSITIVE' or 'SECRET'.

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

#### **Tender Expenses**

A17. You will bear all costs associated with preparing, submitting and negotiating your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

# Material Change of Control

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

# **Contract Conditions**

A19. The full text of the Contract conditions are attached.

# Section B – Key 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	15:00 hrs on 19 <sup>th</sup> April 2017	Tenderers	DESMerlin-Comrcl3@mod.uk         Email copied to -         DESMerlin-Comrcl-         SCODep@mod.uk         DESHels-Comrcl-         CatProc8@mod.uk
Final Date for Requests for Extension to return date	15:00 hrs on 18 <sup>th</sup> April 2017	Tenderers	The Authority as detailed above
The Authority issues Final Clarification Answers	15:00 hrs on 25 <sup>th</sup> April 2017	The Authority	All Tenderers
Tender Return	15:00 hrs on 8 <sup>th</sup> May 2017	Tenderers	The Tender Board using DEFFORM 28
Tender Evaluation	16 <sup>th</sup> May 2017 (indicative)	The Authority	N/A
Negotiations	To be concluded by 26 <sup>th</sup> May 2017 (indicative) if required	The Authority	N/A

#### Notes

- 1. 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.
- 2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed, you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

# **Section C - Instructions on Preparing Tenders**

# **Tenders for Selected Contractor Deliverables**

C1. You must tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

#### **Construction of Tenders**

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm Price and detail any price breakdowns which must be included in the Tender.

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

#### Validity

C4. In accordance with F3 your Tender must be valid / open for acceptance for ninety (90) calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

C5. The Authority cannot evaluate any Variant Bids during this competition.

# **Section D – Tender Evaluation**

#### Method

D1. The evaluation will follow a methodical and auditable process. The Tender evaluation shall be marked in accordance with Annex B of the DEFFORM 47 - ITN Evaluation Methodology.

# **Mandatory Compliance**

D2. To assist the Authority in assessing responses to this ITN, Tenderers shall ensure compliance in accordance with Annex C of the DEFFORM 47 – Compliance Matrix. The Tenderer should look to address each area of the Tender in sequence detailing the Tenderer's compliance and, if necessary, how the Tenderer will comply and any evidence to support this.

# Section E – Instructions on Submitting your Tender

#### Submission of your Tender

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide <u>ONE</u> priced and <u>TWO</u> unpriced copies of your Tender. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

E2. You must include the electronic copy/ies of the priced and unpriced Tender with the associated paper copy/ies only. You must label CDs containing electronic copies of the Tender with "Includes Prices" or "Unpriced". The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.

E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.

E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.

E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

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

#### Samples

E9. Samples are not required

# Section F – Conditions of Tendering

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

a. seek clarification or additional documents in respect of a Tenderer's submission;

b. visit your site;

c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;

d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;

e. re-assess your suitability to remain in the competition, for example, where there is a material change of control from supplier selection;

f. withdraw this ITT at any time, or re-invite other Tenders on the same or any alternative basis;

g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;

h. choose not to award any contract as a result of the current procurement process;

i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or

j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

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

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

#### Conforming to the Law

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

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

# **Bid Rigging and Other Illegal Practices**

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

**Defence Regulatory Reporting Cell Hotline** 

0800 161 3665 (UK) or

# **Conflicts of Interest**

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

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

- a. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

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

# **Government Furnished Assets**

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-99. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

# **Standstill Period**

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

# **Publicity Announcement**

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

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

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

# **Sensitive Information**

F14. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government, in particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

(Edn 04/17) F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor consider to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC2 Schedule 9) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

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F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially 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**

F17. 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 attach the relevant information.

F19. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed at Section D.

F20. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

# **Specific Conditions of Tendering**

F21. The following Specific Conditions of Tendering shall apply in respect of the Contractor Deliverables:-

F22. The Authority requires option prices for Item Number 1 & Item 2 in Year 6 & 7. You must provide prices against the options. The option prices must be firm prices not subject to variation.

F23 If your Tender is successful you will be expected to supply/provide the option requirement(s) in Annex C. The Authority will not waive any rights under the said contract Annex.

# Ministry of Defence

#### Tender Ref No. HELSS/0078

# Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resi	ulting from this comp	etition shall be subject to Er	nglish Law	Yes / No*
*Where 'No' is selected, Sco				
Value of Tender (excluding	VAT)			
£				
WORDS				
UK Value Added Tax				
If registered for Value Added	Tax purposes, plea	se insert:		
a. Registration No				
b. Total amount of Value Ade	ded Tax payable on	this Tender (at current rate(s	5)) £	
Location of work (town / ci	ity) where contract	will be performed by Prim	e:	
Where items which are subje be performed column (contin			y you, state location i	in town / city to
Tier 1 Sub-contractor	Town / city to	Contractor Deliverables	Estimated Value	SME
Company Name	be performed			Yes / No
Mandatory Declarations (fu Annex A (Offer)):	urther details are co	ontained in Appendix 1 to	DEFFORM 47	Tenderer's Declaration
Is the offer subject to the Aut	thority contracting fo	r all the Contractor Deliveral	oles?	Yes* / No
Is the offer made subject to a	a Minimum Order Qu	antity?		Yes* / No
Are the Contractor Deliverab	les subject to IPR th	at has been exclusively or p	art funded by	Yes* / No
Private Venture, Foreign Inv				100 / 110
Are the Contractor Deliverab			-	Yes* / No
Have you obtained foreign e Contract Deliverables, includ	xport approval neces ding technical data, a	ssary to secure IP user right as determined in the Contract	s for the Authority in t Conditions?	Yes* / No
Have you complied with all r import duties?	egulations relating to	the operation of the collect	ion of custom	Yes / No
Have you completed Form 1	686 for sub-contract	s?		Yes / No
Have you completed the con	npliance matrix/ mat	rices?		Yes / No / Not Required
Are you a Small Medium Siz	ed Enterprise (SME)	?		Yes / No
Have you and your sub-cont SMEs?	ractors registered wi	th the Prompt Payment Cod	e with regards to	Yes / No
Have you completed and atta (DEFFORM 539A)?	ached Tenderer's Co	ommercially Sensitive Inform	nation Form	Yes / No
If you have not proviously ou	hmitted a Stateman	Deleting to Cood Standing	or circumstances	

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			(Edn 04/17)
Do the Contractor Deliverables contain Asb Regulations 2012?	estos, as defined by the	e control of Asbestos	Yes* / No
Have you completed and attached a DEFFC or substances statement?	ORM 68 - Hazardous A	rticles, Deliverables materials	Yes* / No
Do the Contractor Deliverables (including Pa Layer, as defined in Regulation (EC) No 100 European Parliament and of the Council.			Yes* / No
Have you attached The Bank / Parent Comp	pany Guarantee?		Yes* / No / Not Required
Have you complied with the requirements of	f the Military Aviation A	uthority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandato	ory Requirements?		Yes / No / Not Required
*If selecting Yes to any of the above question DEFFORM 47 Annex A (Offer).	ons, please attach the in	nformation detailed in Appendix	< 1 to
Tenderer's Declaration of Compliance wi	th Competition Law		
We certify that the offer made is intended to adjusted by any arrangement with any Third agreement, private or open or collusion, forr	Party. Arrangement in	this context includes any trans	saction, or
a. the offered price has not been divulge	ed to any Third Party,		
b. no arrangement has been made with	any Third Party that the	ey should refrain from tendering	],
c. no arrangement with any Third Party b future occasion.	has been made to the e	effect that we will refrain from b	idding on a
d. no discussion with any Third Party ha	s taken place concerni	ng the details of either's propos	ed price, and
e. no arrangement has been made with	any Third Party otherw	ise to limit genuine competition	
We understand that any instances of illegal practices, suspected by the Authority will be and may be subject to action under the Com	referred to the Compe	tition and Markets Authority for	
We understand that any misrepresentations basis for civil action.	may also be the subje	ct of criminal investigation or us	sed as the
We agree that the Authority may share the 0 during this Procurement) more widely within Government procurement processes, includ identified any sensitive material in DEFFOR	Government for the puing value for money an	irpose of ensuring effective cro	SS-
Detectable		N	
Dated this day of Signature:	In the capacity of	tear .	
(Must be original)		on e.g. Director, Manager, Secr	retary etc.)
Name: (in BLOCK CAPITALS)		Postal Address:	
duly authorised to sign this Tender for an	nd on behalf of:		
(Tenderer's Name)		Telephone No: Registered Company Numb	ber:

Dunn and Bradsheet Number:

# Appendix 1 to DEFFORM 47 Annex A (Offer) Edn 04/17

# Information on Mandatory Declarations

#### Part Tender

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

#### **Minimum Order Quantities**

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

#### **IPR - Restrictions.**

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).

4. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be the subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. 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 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 an 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 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;

d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 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.

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

#### **Notification of Foreign Export Control Restrictions**

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

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
  - a non-UK export licence, authorisation or exemption; or
  - 2) any other related transfer central that reatricts or will reatrict and use and user re-

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

1) the exporting nation and the export licence number, where known;

- 2) the Contractor Deliverables affected;
- 3) the nature of the restriction and obligation;
- 4) the authorised end use and end users;

5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and

6) any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables of anything delivered or used in the performance or fulfilment of them.

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

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

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

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

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

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

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

#### **Overseas Expenditure**

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

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

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

#### Import Duty

16. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

17. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the procedures to be applied and the estimated Import Duty to be incurred and / or suspended.

18. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the collection of import duties. This includes but is not limited to obtaining Her Majesties Revenue and Customs (HMRC) end use relief authorisation.

#### Sub-contracts Form 1686

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the <u>Security Policy Framework</u> <u>– Contractual Process</u>.

#### **Small and Medium Enterprises**

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.

21. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code.

22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at Gov.UK.

23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd Web address: <u>www.contracts.mod.uk</u> Tel No: 0845 270 7099

#### Transparency, Freedom of Information and Environmental Information Regulations

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<u>https://www.gov.uk/government/policies/improving-the-transparency-and-accountability-of-government-and-its-services</u>) and the information contained within DEFCON 539.

25. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (" the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

26. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

#### **Electronic Purchasing**

Tandarara must note that use of the Contracting Durahaging and Eingnas (CDRE) electronic

submitting this tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

#### **Change of Circumstances**

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

#### Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

#### Military Aviation Authority (MAA) Requirements

31. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

#### **Bank or Parent Company Guarantee**

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

#### **The Armed Forces Covenant**

33. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

34. The Covenant's two principles are that:

a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

b. special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

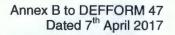
The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

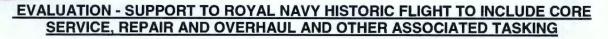
35. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.

36. 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 MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: <u>covenant-mailbox@mod.uk</u> Address: Armed Forces Covenant Team Zone D, 6th Floor, Ministry Of Defence Main Building, Whitehall, London, SW1A 2HB

37. Paragraphs 33 – 36 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.





## Section 1 – Introduction

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- 1.1 The purpose of this document is to provide details of the ITN Evaluation Methodology.
- 1.2 The Authority will evaluate the Tenderers' proposals in three stages:

Stage 1	Mandatory Compliance in accordance with Compliance Matrix at Annex C to the DEFFORM 47	Pass / Fail Criteria - As detailed at Section 2
requ	ers bid is deemed non-compliant at Stage 1 ag irements in accordance with Compliance Mat 7 then the Tenderers bid will be rejected at th	rix at Annex C to the
	to Stage 2.	
Stage 2	Technical & Financial Evaluation	In accordance with the criteria detailed at Section 3 & 4
		(Technical & Financial)
Stage 3	Evaluation to establish the Most Economical Advantageous Tender	(Technical & Financial) In accordance with the criteria detailed at Section



#### Section 2 (Stage 1) - (Pass/Fail criteria)

2.1 The Mandatory Compliance evaluation in accordance with Mandatory Compliance Matrix at Annex C to the DEFFORM 47 is a Pass/Fail criteria

2.2 These criteria shall be evaluated as follows:

[COM01] – Mandatory Compliance Evaluation including Contract Terms and Conditions

#### Background

The Authority requires confidence that the Contract underpinning the provision of the Service is fit for purpose and results in an appropriate level of risk transfer to the Contractor whilst still being value for money.

#### Aim

To contract with a supplier capable of delivering the required Service that is compliant with the Mandatory Compliance Evaluation including Contract Terms and Conditions.

#### Evidence Required / Requirement of Response

The Authority shall evaluate the Mandatory Compliance Matrix and bid response submitted by the Tenderers.

If a bid response is deemed non-compliant against any of the mandatory requirements detailed within the Mandatory Compliance Matrix at Annex C to the DEFFORM 47 then the bid will be deemed as non-compliant and rejected at Stage 1 and will not proceed to Stage 2.

Mark PASS/ FAIL	Rationale
PASS	The Tenderer has not made any changes and is fully compliant wit the Mandatory Compliance Matrix at Annex C to the DEFFORM 47.
FAIL	The Tenderer has made a change or changes against the Mandator Compliance Matrix at Annex C to the DEFFORM 47 and would be deemed as non-compliant; therefore the Tender would be rejected a Stage 1.



#### 3 Section 3 - Technical (Stage 2)

3.1 The technical evaluation comprises **60%** of the <u>overall</u> evaluation. The weightings <u>within</u> that **60%** are broken down as follows:

Item 1 of the Statement of Requirement (SoR) - Core Element: Weight - **35% of the 60%**. Item 2 of the Statement of Requirement (SoR) - Non-Core (Ad Hoc tasking) elements - **65% of the 60%** (individual element weightings are below).

3.2 For each of the task criteria detailed at Paragraph 3.4 the following scoring shall apply;

Score	Score Guidance
10	High Confidence - Full Scoring guidance for each criteria detailed at Paragraph 3.4
7.5	Good Confidence - Full Scoring guidance for each criteria detailed at Paragraph 3.4
5	Low Confidence - Full Scoring guidance for each criteria detailed at Paragraph 3.4
2.5	<b>Concerns</b> - Full Scoring guidance for each criteria detailed at Paragraph 3.4

- 3.3 The <u>maximum</u> unweighted score possible (i.e. prior to applying relative weightings) for the Technical evaluation is **110** i.e. Item 1 2J of the Statement of Requirements = 11 criteria x 10 (Maximum Score available for each item).
- 3.4 These criteria shall be evaluated as follows

### [CDS01] - Core Elements

Weight 35% of the total technical score

#### Background

The Authority requires the supplier to achieve the elements defined in the SoR.

#### Aim

To contract with a supplier who can achieve and maintain the SoR core elements Paragraph 1a to 1d within 6 months of contract award and provide core elements Paragraph 1e & 1f at contract award. The tenderer shall detail the route to attain the MAA DAOS/PO/MAOS approvals for Swordfish aircraft, Pegasus 30 & Centaurus 18 radial piston engines and additionally set up a design organisation exposition with all design advisors.

#### **Evidence Required**

Provide details of how you intend to achieve and maintain the SoR core elements

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(Paragraphs 1a to 1c) and <u>how</u> you propose to set up each exposition to deliver those core elements including a method of <u>how</u> you will commit to a close working relationship with the design advisors and the Authority. Your proposals must include demonstrable evidence of how you will achieve the other core elements (Paragraphs 1d to 1f) in the SoR including details of any previous experience and how these elements will be sustained through the period of the contract. Your response should be named '[CDS01] \_'Core Capability' and be limited to 30 A4 sides'.

#### **Scoring Guidance**

#### **10. High Confidence**

Proposals that provide high confidence that the SoR core elements (Paragraphs 1a to 1f) will be achieved at contract award (Paragraphs 1a to 1d within 6 months or sooner) and will be sustained through the contracting duration. The tenderer has provided a clear and concise method of how they will establish a working relationship with the design advisors in setting up the expositions and has engaged with them. The tenderer has demonstrated their route to how and when they will achieve the MAA approvals, provide SQEP personnel and defined their capability (including availability, technical, maintenance, training, facilities, documentation and MRP contracting).

#### 7.5.Good Confidence

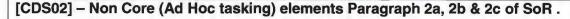
Proposals that provide good confidence that the SoR core elements (Paragraphs 1a to 1f) will be achieved at contract award (Paragraphs 1a to 1d within 6 months or sooner) and will be sustained through the contracting duration. The tenderer has set out how they intend to establish a working relationship with the design advisors in setting up the expositions but have not yet engaged with them. The tenderer has demonstrated their route to how and when they will achieve the MAA approvals, provide SQEP personnel and defined their capability (including availability, technical, maintenance, training, facilities, documentation and MRP contracting).

#### **5.Low Confidence**

Proposals that provide low confidence that the SoR core elements (Paragraph 1a to 1f) will be achieved at contract award (Paragraphs 1a to 1d within 6 months or sooner) and will be sustained through the contracting duration. The tenderer has not set out how they intend to establish a working relationship with the design advisors in setting up the expositions and/or the tenderer has not indicated their route to how and when they will achieve any of the MAA approvals, provide SQEP personnel and defined their capability (including availability, technical, maintenance, training, facilities, documentation and MRP contracting).

#### 2.5.Concerns

Proposals that are provided at each element described in the SOR (including availability, technical, maintenance, training, facilities, documentation and MRP contracting) that demonstrate how and when the tenderer plans to achieve the elements in the SoR but some requirements will not met be or the tenderer has not set out a route to achieve the elements within 6 months of contract award or sooner.



Individual Weight 2a-16.25% of the <u>total</u> technical score 2b-9.75% of the <u>total</u> technical score 2c-8.125% of the <u>total</u> technical score

#### Background

The Authority may require the supplier to conduct parts inclusive Repair and Overhaul of Pegasus 30, Centaurus 18 and Swordfish Air System/Structure components, if tasked.

#### Aim

To contract with a supplier who can achieve the SoR core elements Paragraphs 2a, 2b & 2c. The tender shall detail <u>how</u> these SoR elements will be achieved including details of previous similar work conducted, performance evidence, and previous successful outcomes.

#### **Evidence Required**

The tenderer is to provide evidence detailing <u>how</u> they will achieve these activities, including uninstalled testing of aero-engines and ensure that all work tasked, meets the MAA approvals standard and all activities adhere to the requirements detailed at Paragraphs 3a to 3h of the SoR and are sustained through the contracting period. Once achieved, the tenderer is to detail how they will maintain the MAA approval standard. Evidence is to include details of how the tenderer will ensure that their sub-contractors and any of their sub-contractors maintain assurance for any work passed to them and have detailed how this assurance will be sustained. Your response should be named '[CDS02]\_'Non-Core 2a, 2b & 2c' and be limited to 30 A4 sides'.

#### **Scoring Guidance**

#### **10. High Confidence**

Proposals that are provided are sufficient and fully appropriate to this contract and gives high levels of confidence on how each element described in the SoR Paragraphs 2a, 2b, 2c & 3a to 3h inclusive will be achieved by the tenderer or their sub-contractors. High confidence has been demonstrated and that the tenderer has engaged with appropriate organisations and will work closely with the Authority to achieve acceptable outputs.

#### 7.5.Good Confidence

Proposals that are provided are sufficient and appropriate to this contract and gives good levels of confidence on how each element described in the SoR Paragraphs 2a, 2b, 2c & 3a to 3h inclusive will be achieved by the tenderer or their subcontractors. Good confidence has been demonstrated and that the tenderer will engage with appropriate organisations and will work closely with the Authority to achieve acceptable outputs.

#### **5.Low Confidence**

Proposals that are provided for each element described in the SOR Paragraphs 2a, 2b, 2c & 3a to 3h inclusive demonstrate how and when the tenderer plans to achieve the elements. Confidence has not been demonstrated that the tenderer will engage with the appropriate organisations or the authority to achieve acceptable outputs.

#### 2.5 Concerns

Proposals that are provided for each element described in the SOR Paragraphs 2a, 2b, 2c & 3a to 3h inclusive demonstrate how and when the tenderer plans to achieve the threshold criteria but some elements do not meet the requirement.

#### [CDS03] - Non Core (Ad Hoc tasking) elements Paragraph 2d & 2e of SoR.

Individual Weight 2d-1.625% of the total technical score 2e-6.5% of the total technical score

#### Background

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The Authority requires the supplier to conduct F760 Fault investigations and assist a Service Inquiry, if tasked, by providing Subject Matter Expert advice in liaison with the appropriate design advisor. At times the Authority may require the Technical Query response service to increase beyond that quoted in the core element at Paragraph 1e.

#### Aim

To contract with a supplier who can provide the suitable technical support for elements Paragraph 2d & 2e of the SoR. The supplier's ability, adaptability and capacity to respond to higher than core volume and demonstrate a high level of knowledge, including confidence in their understanding, planning and ability to maintain levels of capability during the contract period.

#### **Evidence Required**

The tenderer is to explain <u>how</u> they will fulfil this requirement; detailing what facilities they have access to and other information in achieving satisfactory conclusions and how they intend to engage with the design advisors to achieve the outcomes of these tasks. The tenderer is to explain <u>how</u> they will be able to respond to any additional Technical Query response service requests and <u>how</u> they will maintain the supplier's level of knowledge to perform this element. Your response should be named '[CDS03] 'Non-core 2d & 2e' and be limited to 20 A4 sides'.

#### **Scoring Guidance**

#### **10.High Confidence**

Proposals are fully appropriate to this contract and gives high levels of confidence on how each element described in the SoR Paragraphs 2d & 2e, inclusive, will be achieved by the tenderer or their sub-contractors. Details of how Fault investigations will be conducted have been submitted and details of SQEP personnel, including how the tenderer will cope with any surge requirements, explained. High confidence has been demonstrated that the tenderer has or will engage with appropriate organisations and will work closely with the Authority to achieve acceptable outputs.

#### 7.5.Good Confidence

Proposals are partially appropriate to this contract and gives good levels of confidence on how each element described in the SoR Paragraphs 2d & 2e inclusive will be achieved by the tenderer or their sub-contractors but details of how fault investigations will be conducted and/or provision of SQEP personnel to cope with the surge capacity have not been fully explained. Good confidence has been demonstrated that the tenderer will engage with appropriate organisations and will work closely with the Authority to achieve acceptable outputs.

#### **5.Low Confidence**

Proposals are provided at each element in the SOR Paragraphs 2d & 2e inclusive demonstrating how and when the tenderer plans to achieve the requirements of each

element. Provides some limited confidence that the capability criteria can be fully achieved but has not explained how Fault investigations and/or SQEP surge capacity will be provided and have not explained how the tenderer will engage with appropriate organisations or work closely with the Authority to achieve acceptable outputs.

#### 2.5.Concerns

de&s

Proposals that are provided at each element in the SOR Paragraphs 2d & 2e inclusive demonstrate how and when the tenderer plans to achieve the criteria but some elements do not meet requirement levels.

# [CDS04] - Non Core (Ad Hoc tasking) elements Paragraph 2f of SoR.

Weight 2f - 11.375% of the total technical score

#### Background

The Authority requires the supplier to provide support by carrying out Aircraft Document Set amendments, if tasked throughout the life of the contract.

#### Aim

To contract with a supplier who can provide a technical authorship function and implement ADS changes via Adobe Frame maker/MS Word, once the content is approved by the Authority as per element Paragraph 2f of the SoR.

#### **Evidence Required**

The tenderer is to explain <u>how</u> this service could be provided, if tasked and include the expected timescales for this element to be in place such that ADS amendments may commence at the earliest opportunity. Include any limitation or restriction on this tasking which would impact on your ability to manage these effectively. Your response should be named '[CDS04] \_'Non-core 2f' and be limited to 10 A4 sides.

#### **Scoring Guidance**

#### **10.High Confidence**

Proposals that are sufficiently detailed which is appropriate to this contract and gives high confidence that the tenderer will be able to perform the element at Paragraph 2f of the SoR or their sub-contractors. High confidence has been demonstrated that the tenderer will engage with appropriate organisations and will work closely with the Authority to achieve acceptable outputs.

#### 7.5.Good Confidence

Proposals are sufficiently detailed which is appropriate to this contract and gives good levels of confidence on how the element described in the SoR Paragraph 2f will be achieved by the tenderer or their sub-contractors but has highlighted a potential limitation or restriction to the requirement which would be acceptable to the Authority. Good confidence has been demonstrated that the tenderer will engage with appropriate organisations and will work closely with the Authority to achieve acceptable outputs.

### **5.Low Confidence**

Proposals are sufficiently detailed which is appropriate to this contract but gives low levels of confidence on how the element described in the SoR Paragraph 2f will be achieved by the tenderer or their sub-contractors as a potential limitation or restriction to the requirement has been highlighted that would not be acceptable to the Authority but maybe acceptable after dialogue and agreement from the Authority.

#### 2.5.Concerns

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Insufficient detail has been submitted that the elements of SoR Paragraph 2f will be achieved by the tenderer or their sub-contractors or the tenderer has highlighted limitations and restrictions that would prevent this requirement being fulfilled under this contract.

[CDS05] – Non Core (Ad Hoc tasking) elements Paragraph 2g, 2h, 2i & 2j of SoR.

Weight 2g-3.25% of the <u>total</u> technical score 2h-1.625% of the <u>total</u> technical score 2i-3.25% of the <u>total</u> technical score 2j-3.25% of the <u>total</u> technical score

#### Background

The Authority requires the supplier to contribute to DO Safety Assessment Reports, Training, Aircraft configuration surveys & Assist in the implementation and management of a Historics logistics store, if tasked, throughout the life of the contract.

#### Aim

To contract with a supplier who demonstrates an ability to provide Paragraphs 2g, 2h, 2i, & 2j elements of the SoR.

#### **Evidence Required**

Paragraph 2g - The tenderer is to explain <u>how</u> this service could be provided, detail <u>how</u> this will be achieved and following liaison with the appropriate design advisors; delivered.

Paragraph 2h – The tenderer is to explain <u>how</u> this service could be provided. Paragraph 2i – The tenderer is to explain <u>how</u> this element can be supported, this activity will take place at RNAS Yeovilton working with other key stakeholders, design advisors and other MoD agencies.

2j – The tenderer is to explain <u>how</u> this element could be supported, including capacity at the supplier's or sub-contractors premises. Your response should be named '[CDS05] \_'Non-core 2g, 2h, 2i, & 2j' and be limited to 10 A4 sides.

#### **Scoring Guidance**

#### **10.High Confidence**

Proposals that are submitted which is fully appropriate to this contract and gives high levels of confidence on how each element described in the SoR Paragraphs 2g, 2h, 2i, & 2j inclusive will be achieved by the tenderer or their sub-contractors. High confidence has been demonstrated that the tenderer will engage with appropriate organisations and will work closely with the Authority to achieve acceptable outputs.

#### 7.5.Good Confidence

Proposals that are submitted which is fully appropriate to this contract and gives good levels of confidence on how each element described in the SoR Paragraphs 2g, 2h, 2i, & 2j inclusive will be achieved by the tenderer or their sub-contractors but details of how the tenderer will engage with appropriate organisations and work closely with the Authority to achieve acceptable outputs has not been submitted.

# de&s

#### **5.Low Confidence**

Proposals that are submitted which is fully appropriate to this contract but gives low levels of confidence on how each element described in the SoR Paragraphs 2g, 2h, 2i, & 2j will be achieved by the tenderer or their sub-contractors as there are some shortcomings in the tenderers ability to achieve the required level of service for any of the 4 elements.

#### 2.5.Concerns

Proposals that are provided which is appropriate to this contract but shows some concern as the elements described in the SOR Paragraphs 2g, 2h, 2i & 2j inclusive have not been met either partially or completely by the tenderer or the tenderer has not demonstrated how and when they propose to achieve all of the 4 elements of this requirement.

# 3.5 Technical Scoring Guidance

3.6 The scoring guidance for the Technical element is detailed below;

3.6.1 The unweighted score for each criterion will be weighted by the relevant criterion weighting detailed at Paragraph 3.4 and added together to give a total combined weighted score out of 100.

3.6.2 Each Tenderer will be given a final technical score. The Tenderer with the highest compliant Tender score shall be awarded 100% of the marks available for the Technical Element (i.e. 100). Other compliant Tenders shall be awarded a percentage score relative to the highest Technical score.

3.6.3 Each Tenderer will be given a final technical score as follows:

Technical Element Score =  $\left(\frac{\text{Bidder Weighted Technical Score}}{\text{Highest Weighted Technical Score}}\right) \times 100$ 

Example:

An example of how the final Technical Score is calculated is detailed at Annex E to the DEFFORM 47.



#### 4 Section 4 - Financial (Stage 2)

4.1 The financial evaluation comprises 40% of the overall evaluation.

#### [FIN01] - Contract Price

Weight 40%

#### Background

The Authority requires confidence that the Contractor has a Contract price that offers value for money for the Service required.

#### Aim

To contract with a supplier capable of delivering the required Service at a price that demonstrates value for money to the Authority.

#### **Evidence Required / Requirement of Response**

The Authority requires a Contract price set out as prescribed in Annex C to Contract HELSS/0078 (Pricing & Payment)

#### 4.2 Financial Scoring Guidance

4.3 The scoring guidance for the Financial element is detailed below;

#### **Scoring Guidance**

Calculating the Contract price

For the purposes of the competition the price will be calculated as follows:

Item 1 of the Schedule of Requirement - Core Services

Item 1 is calculated by adding the yearly prices submitted by the contractor at Annex C to Contract HELSS/0078 to provide a 7 year total Firm Price (including the 2 year option).

Item 2 of the Schedule of Requirements - Non-Core (Ad Hoc tasking) elements

Item 2 is a derived price calculated using the **indicative** hours (detailed below) and multiplying these by the yearly Firm Hourly Rates submitted by the contractor at Annex C to Contract HELSS/0078. This will provide a 7 year <u>indicative</u> total price (including the 2 year option).

The hours detailed below for Item 2 are indicative only and are being used solely for the purposes of calculating your competitive price. During the contract the Authority may require more or less hours than those stated.

Annex B to DEFFORM 47 Dated 7<sup>th</sup> April 2017

#### Item 2 – Indicative Hours

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SOR - Item No	Description	Indicative Hours For 7 Year Period (including 2 year option)
2a, 2b, 2c, 2d, 2e & 2f	2a - Propulsion System Depth Support 2b - Air System/Aero-Structure Depth Support. 2c - Spares purchase, acquisition, repair & re-manufacturing services 2d - Fault Investigations. 2e - Technical Queries 2f - Aircraft Data Set (ADS)	2700hrs Per Year 18900hrs For 7 Year Period (including 2 year option)
2g	DO's Equipment Safety Assessment.	400hrs Per Year 2800hrs For 7 Year Period (including 2 year option)
2h	Training	100hrs Per Year 700hrs For 7 Year Period (including 2 year option)
2i	As Flown & As Designed Configuration for RN Aircraft	400hrs Per Year 2800hrs For 7 Year Period (including 2 year option)
2j	DE&S Merlin Logistics Store	200hrs Per Year 1400hrs For 7 Year Period (including 2 year option)
2k	Other Support Services.	400hrs Per Year 2800hrs For 7 Year Period (including 2 year option)

4.4 The Total Contract Price will be derived by adding the Total Firm Price for Item 1 + Total Indicative Price for Item 2.

4.5 The Tenderer with the <u>lowest</u> Tender price shall be awarded 100% of the marks available for the Contract price element (i.e 100). Other compliant Tenders shall be awarded a percentage score relative to the lowest Contract price received by the Authority using the following calculation:

4.6 Each Tenderer will be given a Final Contract Price score as follows:

Annex B to DEFFORM 47
Dated 7th April 2017

Contract Price Element Score =  $\left(\frac{\text{Lowest Tender Cost}}{\text{Tenderers Cost}}\right) \times 100$ 

Example:

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An example of how the Final Contract Price Score is calculated is detailed at Annex D to the DEFFORM 47.

#### 5. Overall Scoring Guidance (Stage 3)

5.1 The winning tenderer will be determined as follows;

5.2 The Final Technical Score will be weighted by 60% to give a total score out of 60.

5.3 The Final Contract Price score will be weighted by 40% to give a total score out of 40.

5.4 The winning tenderer shall be the tenderer with the highest combined technical and Contract Price score out of 100 that is fully compliant and no higher than the stated budget.

Example:

An example of how the final Technical Score & Contract Price score is calculated is detailed at Annex E to the DEFFORM 47.



#### COMPLIANCE MATRIX

Stage 1 - The following Compliance Matrix is to be completed by Tenderers and provided with their Tender proposal. If non compliant than the Tenderers bid will be rejected at this stage and will not proceed to Stage 2.

Item Number	Document	Deliverable	Tender Reference	Compliant Y/N M	andatory Criteria	Comments
	DEFFORM 47	Submit a completed and signed DEFFORM 47 Annex A – Tender Submission Document (Offer) including all of the Mandatory Declarations (lurther details are contained in Appendix 1 to DEFFORM	DEFFORM 47		YAN	
	_	47 Annex A (Offer)				
is future miner	ITN Conditions	DEFFORM 110 - Schedule of	DEFFORM 110		Y	
		Requirements	DEFFORMENTO			
	ITN Conditions	DEFCON 5J - Unique Identifiers (Edn 18/11/16)	Condition 1		Y	
	ITN Conditions	DEFCON 23 - Special Jigs, Tooling and Test Equipment (Edn 08/09)	Condition 1		Y	
	ITN Conditions	DEFCON 14 - Inventions And Design Crown Rights And Ownership Of Patents And Registered Designs (Edn 11/05)	Condition 1.2		Ŷ	
	ITN Conditions	DEFCON 15 - Design Rights And Rights To Use Design Information (Edn 02/98)	Condition 1.2		Y	
	ITN Conditions	DEFCON 16 - Repair And Maintenance Information (Edn 10/04)	Condition 1.2		Y	
	ITN Conditions	DEFCON 21 - Retention Of Records	Condition 1.2		Y	
	ITN Conditions	(Edn 10/04) DEFCON 68 - Supply Of Data For Hezardous Articles, Materials And Substances (Edn 02/17)	Condition 1		Y	
	ITN Conditions	DEFCON 76 - Contractor's Personnel At Government Establishments (12/06)	Condition 1		Y	
-	ITN Conditions	DEFCON 90 - Copyright	Condition 1.2		Y	
	ITN Conditions	(Edn 11/06) DEFCON 117 - Supply of Information for NATO Codification and Defence Inventory Introduction	Condition 1		Y	
	ITN Conditions	(Edn 10/13) DEFCON 129 - Packaging (For Articles other than Munitions)	Condition 1		Y	
	ITN Conditions	(Edn 18/11/16) DEFCON 129J - The Use Of Electronic Business Delivery Form	Condition 1		Y	
	ITN Conditions	(Edn 18/11/16) DEFCON 501 - Definitions And Interpretations	Condition 1		Y	
-	ITN Conditions	(Edn 08/16) DEFCON 502 - Specifications	Condition 1		Y	
	ITN Conditions	(Edn 06/14) DEFCON 503 - Amendments To Contract	Condition 1		Y	
	ITN Conditions	(Edn 12/14) DEFCON 507 - Delivery	Condition 1		Y	
-	ITN Conditions	(Edn 10/98) DEFCON 513 - Value Added Tax	Condition 1		Y	
-	ITN Conditions	(Edn 11/16) DEFCON 514 - Material Breach				
		(Edn 08/15)	Condition 1		Y	
	ITN Conditions	DEFCON 515 - Bankruptcy And Insolvency (Edn 02/17)	Condition 1		Y	
	ITN Conditions	DEFCON 516 - Equality (Edn 04/12)	Condition 1		Y	
-	ITN Conditions	DEFCON 518 - Transfer	Condition 1		Y	
	ITN Conditions	(Edn 02/17) DEFCON 520 - Corrupt Gifts And Payments Of Commission	Condition 1		Y	
-	ITN Conditions	(Edn 02/17) DEFCON 522 - Payment and Recovery of Sums Dues	Condition 1		Y	
	ITN Conditions	(Edn 18/11/16) DEFCON 524 - Rejection	Condition 1		Y	
-	ITN Conditions	(Edn 10/98) DEFCON 525 - Acceptance	Condition 1		Y	
	ITN Conditions	(Edn 10/98) DEFCON 526 - Notices	Condition 1		Y	
		(Edn 08/02)				
	ITN Conditions	DEFCON 527 - Waiver (Edn 09/97)	Condition 1		Y	
	ITN Conditions	DEFCON 528 - Overseas Expenditure, Import and Export Licences (Edn 05/12)	Condition 1		Y	
	ITN Conditions	DEFCON 529 - Law (English) (Edn 09/97)	Condition 1		Y	
1	ITN Conditions	(Edit 09/97) DEFCON 530 - Dispute Resolution (English Law) (Edit 12/14)	Condition 1		Y	
	ITN Conditions	DEFCON 531 - Disclosure Of Information	Condition 1		Y	
	ITN Conditions	(Edn 11/14) DEFCON 532A - Protection of Personal Data (where Personal Data is not being processed on Dehalf of the Authority) (Edn 06/10)	Condition 1		Y	
	ITN Conditions	DEFCON 534 - Subcontracting and	Condition 1		Y	
1		Prompt Payment (Edn 18/11/16)				

T	ITN Conditions	DEFCON 537 - Rights Of Third	Condition 1		Y	
		Parties (Edn 06/02)				
	ITN Conditions	DEFCON 538 - Severability (Edn 06/02)	Condition 1		Y	
-	ITN Conditions	DEFCON 539 - Transparency	Condition 1		Y	
	ITN Conditions	(Edn 08/13) DEFCON 550 - Child Labour and	Condition 1		Y	
	TTT CORATONS	Employment Law	o o nation i			
	ITN Conditions	(Edn 02/14) DEFCON 566 - Change Of Control Of	Condition 1		Y	
		Contractor (Edn 10/16)				
-	ITN Conditions	DEFCON 601 - Redundant Material	Condition 1		Y	
	ITN Conditions	(Edn 04/14) DEFCON 602A - Deliverable Quality	Condition 1		Y	
		Plan				
	ITN Conditions	(Edn 12/06) DEFCON 604 - Progress Reports	Condition 1		Y	
	ITN Conditions	(Edn 06/14) DEFCON 606 - Change And	Condition 1		Y	
	TTN Conditions	Configuration Control Procedure	Condition			
	ITN Conditions	(Edn 06/14) DEFCON 608 - Access And Facilities	Condition 1		Y	
		To Be Provided By The Contractor				
		(Edn 10/14)				
	ITN Conditions	DEFCON 609 - Contractor's Records (Edn 06/14)	Condition 1		Y	
			ALC: NO DECIDENT			
	ITN Conditions	DEFCON 611 - Issued Property (Edn 02/16)	Condition 1		Y	
	ITN Conditions	DEFCON 612 - Loss of or Damage to	Condition 1		Y	
		the Articles (Edn 10/98)			_	
	ITN Conditions	DEFCON 619A - Customs Duty Drawback	Condition 1		Y	
		(Edn 09/97)				
	ITN Conditions	DEFCON 620 - Contract Change Control Procedure	Condition 1		Y	
	ITNO	(Edn 06/14)	Constitue t			
	ITN Conditions	DEFCON 621B - Transport (If The Contractor Is Responsible For	Condition 1		Y	
		Transport) (Edn 10/04)				
-	ITN Conditions	DEFCON 624 - Use Of Asbestos (Edn	Condition 1	1	Y	
	ITN Conditions	11/13) DEFCON 627 - Quality Assurance -	Condition 1		Y	
		Requirement For A Certificate Of Conformity				
		(Edn 12/10)				
	ITN Conditions	DEFCON 630 - Framework Agreements	Condition 1		Y	
		(Edn 03/15)				
	ITN Conditions	DEFCON 632 - Third Party Intellectual Property - Rights And Restrictions	Condition 1.2		Y	
		(Edn 06/12)				
-	ITN Conditions	DEFCON 637 - Defect Investigation	Condition 1		Y	
		and Liability (Edn 18/11/16)				
-	ITN Conditions	DEFCON 642 - Progress Meetings	Condition 1	1	Y	
	ITN Conditions	(Edn 06/14) DEFCON 643 - Price Fixing (Non-	Condition 1		Y	
		qualifying contracts)	o o nanor r			
-+	ITN Conditions	(Edn 12/14) DEFCON 644 - Marking of Articles	Condition 1		Y	
	ITN Conditions	(Edn 05/15) DEFCON 647 - Financial Management			Y	
	ITN Conditions	Information	Condition 1		Y	
	ITN Conditions	(Edn 09/13) DEFCON 656B - Break - Termination	Condition 1		Ŷ	
	THE CONDITIONS	for Convenience - £5m and Over	Condition			
		(Edin 06/16)				
	ITN Conditions	DEFCON 658 - Cyber	Condition 1		Y	
-	ITN Conditions	(Edn 04/17) DEFCON 670 - Tax Compliance	Condition 1			
	ITN Conditions				Y	
	. The Conditions	(Edn 02/17)				
		DEFCON 684 - Limitations Upon Claims In Respect Of Aviation	Condition 1		Y	
		DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products				
	ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 691 - Timber and Wood-				
		DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15)	Condition 1 Condition 1		Y	
	ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For	Condition 1		Y	
	ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avlation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16)	Condition 1 Condition 1 Condition 1		Y Y Y	
		DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority	Condition 1 Condition 1		Y	
	ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance	Condition 1 Condition 1 Condition 1 Condition 1.3		Y Y Y	
	ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avlation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16)	Condition 1 Condition 1 Condition 1		Y Y Y	
	ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance	Condition 1 Condition 1 Condition 1 Condition 1.3		Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance Precedence	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2		Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2 Condition 3 Condition 4		Y Y Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/15) Quality Assurance Precedence Public and Media Relations Duration Scope of Work	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2 Condition 3 Condition 4 Condition 5		Y Y Y Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2 Condition 3 Condition 4		Y Y Y Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Aviation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/15) Quality Assurance Precedence Public and Media Relations Duration Scope of Work	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2 Condition 3 Condition 4 Condition 5		Y Y Y Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avlation Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authonity (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2 Condition 3 Condition 3 Condition 4 Condition 5 Condition 6		Y Y Y Y Y Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avaiaon Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management Authorisation of Work	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2 Condition 3 Condition 3 Condition 4 Condition 5 Condition 5 Condition 6 Condition 7 Condition 8		Y Y Y Y Y Y Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avaiaon Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived 7004/8 (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management Authorisation of Work Price Performance Measurement	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2 Condition 2 Condition 3 Condition 4 Condition 5 Condition 6 Condition 7 Condition 8 Condition 9		Y Y Y Y Y Y Y Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avaiaon Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management Authorisation of Work	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2 Condition 3 Condition 3 Condition 4 Condition 5 Condition 5 Condition 6 Condition 7 Condition 8		Y Y Y Y Y Y Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avaiaon Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived 7004/8 (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management Authorisation of Work Price Performance Measurement	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 2 Condition 2 Condition 3 Condition 4 Condition 5 Condition 6 Condition 7 Condition 8 Condition 9		Y Y Y Y Y Y Y Y Y Y	
	ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avaiaon Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management Authorisation of Work Price Performance Measurement Payment Contractor's Default	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 1.3 Condition 2 Condition 2 Condition 3 Condition 4 Condition 5 Condition 5 Condition 6 Condition 7 Condition 7 Condition 9 Condition 10 Condition 11		Y Y Y Y Y Y Y Y Y Y Y	
	ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avaiaon Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authonity (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management Authorisation of Work Price Performance Measurement Payment Contractor's Default Dispute Resolution	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 1.3 Condition 2 Condition 2 Condition 3 Condition 4 Condition 5 Condition 5 Condition 6 Condition 7 Condition 7 Condition 9 Condition 10 Condition 11 Condition 12		Y Y Y Y Y Y Y Y Y Y Y Y Y	
	ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avaiaon Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authonity (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management Authorisation of Work Price Performance Measurement Payment Contractor's Default Dispute Resolution Design Organisation	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 1.3 Condition 2 Condition 2 Condition 3 Condition 3 Condition 4 Condition 5 Condition 5 Condition 6 Condition 7 Condition 7 Condition 9 Condition 10 Condition 11 Condition 12 Condition 13		Y Y Y Y Y Y Y Y Y Y Y Y Y	
	ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avaiaon Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authority (Edn 03/15) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management Authorisation of Work Price Performance Measurement Payment Contractor's Default Dispute Resolution Design Organisation Military Airworthiness Authority (MAA)	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 1.3 Condition 2 Condition 2 Condition 3 Condition 4 Condition 5 Condition 5 Condition 6 Condition 7 Condition 7 Condition 9 Condition 10 Condition 11 Condition 12		Y Y Y Y Y Y Y Y Y Y Y Y Y	
	ITN Conditions ITN Conditions	DEFCON 684 - Limitations Upon Claims In Respect Of Avaiaon Products (Edn 01/04) DEFCON 691 - Timber and Wood- Derived products (Edn 03/15) DEFCON 694 - Accounting For Property Of The Authonity (Edn 03/16) Quality Assurance Precedence Public and Media Relations Duration Scope of Work Contract Management Authorisation of Work Price Performance Measurement Payment Contractor's Default Dispute Resolution Design Organisation	Condition 1 Condition 1 Condition 1 Condition 1.3 Condition 1.3 Condition 2 Condition 2 Condition 3 Condition 3 Condition 4 Condition 5 Condition 5 Condition 6 Condition 7 Condition 7 Condition 9 Condition 10 Condition 11 Condition 12 Condition 13		Y Y Y Y Y Y Y Y Y Y Y Y Y	

ITN Conditions	Sustainable Procurement	Condition 17		Y	
ITN Conditions	Annex A - Statement of Requirement	Annex A	Completiton of Annex A Contractors response for SoR 1a-1, SoR 2a-j & SoR 3a-h	Y	
ITN Conditions	Annex B - MAA Regulatory Article Compliance	Annex B	Completiton of Annex B - Contractor's Compliance Statement	Y	
ITN Conditions	Annex C - Pricing and Payment	Annex C	Item 1 & Item 2 Completion of Firm Prices (Ex) for Year 1, Year 2, Year 3, Year 4, Year 5, Option Year 1 & Option Year 2.	Y	
ITN Conditions	Annex D - Task Authorisation Form	Annex D		Y	
ITN Conditions	Annex E - List of Agreed Tasks	Annex E		Y	
ITN Conditions	Annex F - Contractor's Commercially Sensitive Information	Annex F	Completion of Annex F	Y	
ITHO IN	A	Annually 1		V	
ITN Conditions	Appendix 1 Abbreviations	Appendix 1		Y	C HITLE OF COMPANY OF COMPANY
ITN Conditions	Appendix 2 Definitions	Appendix 2		T	
ITN Conditions	Appendix 3 DEFFORM 111	Appendix 3		Y	

#### TENDER EVALUATION - EXAMPLE ONLY

Calculation of Tender Price																									
Item Item 1 - Core Service	Unit	Estimated	Tenderer 1			Tenderer 2			Tenderer 3			Tenderer 4			Tenderer 5			Tenderer 6			Tenderer 7				
		Quantity	Rate		Total (£)	Rate		Total (£)	Rate		Total (£)		Rate		Total (£)	Rate	Tot	al (£)	Rate	Total	£) F	ate	Total (£)		
	Each	1	£ 150,000.00	3 0	150,000.00	£ 125,000.	00 9	125,000.00	£ 165,000.00	3 00	165,000.00	£ 10	100,000.00	3	100,000.00	£ -	£	-	£ -	٤ -	3	-	٤ -		
Item 2a, 2b,2c,2d,2e & 2f	Each	18,900	£ 170.0	3 0	3,213,000.00	£ 165.	00 9	2 3,118,500.00	£ 172.00	£	3,250,800.00	2	190.00	3	3,591,000.00	£ -	£	-	£ -	٤ -	3	-	٤ -		
Item 2g	Each	2,800	£ 170.0	3 0	476,000.00	£ 165.	00 9	462,000.00	£ 172.00	3	481,600.00	2	190.00	3	532,000.00	£ -	£	-	£ - 3	£ -	3	-	£ -		
Item 2h	Each	700	£ 170.0	2 O	119,000.00	£ 165.	00	£ 115,500.00	£ 172.00	£	120,400.00	£	190.00	3	133,000.00	£ -	3		£ -	٤ -	3		٤ -		
Item 2i	Each	2,800	£ 170.0	3 0	476,000.00	£ 165.	00	£ 462,000.00	£ 172.00	£	481,600.00	£	190.00	3	532,000.00	٤ -	3		£ -	٤ -	£		£-		
Item 2j	Each	1,400	£ 170.0	3 0	238,000.00	£ 165.	00	£ 231,000.00	£ 172.00	£	240,800.00	£	190.00	3	266,000.00	£ -	3	-	£ -	٤ -	£	-	£ -		
Item 2k	Each	2,800	£ 170.0	3 0	476,000.00	£ 165.	00	£ 462,000.00	£ 172.00	£	481,600.00	£	190.00	3	532,000.00	£ -	3	-	£ -	٤ -	£	-	£ -		
		0	£ -	3		٤ -	1	e -	£ -	£	-	£	-	3	-	£ -	3	-	£ -	٤ -	3	-	£ -		
		0	٤ -	3	-	٤ -	1	£ - 3	£ -	£	-	£		3	-	£ -	3	-	£ -	£ -	£	-	£ -		
Item 10	Each	0	٤ -	3	-	٤ -	1	£ -	£ -	£	•	£	-	3	-	£ -	3	-	٤ -	٤ -	£	-	£ -		
Tender Price				£	5,148,000.00	0 £ 4,976,000.00		£ 5,221,800.00		£ 5,686,000.00			n/a		n/a		/a	n/a							
Price Score (L/Ln x 100) pts				\$	96.7	100.0			95.3			87.5				n/a			n/a			n/a			
Rank				:	2			1	3				4				n/a			n/a			n/a		

#### Contract / Tender Reference : SUPPORT TO ROYAL NAVY HISTORIC FLIGHT TO INCLUDE CORE SERVICE, REPAIR AND OVERHAUL AND OTHER ASSOCIATED TASKING

Annex E to DEFFORM 47 Date: 7th April 2017

#### TENDER EVALUATION - EXAMPLE ONLY

#### Tender Reference :

#### SUPPORT TO ROYAL NAVY HISTORIC FLIGHT TO INCLUDE CORE SERVICE, REPAIR AND OVERHAUL AND OTHER ASSOCIATED TASKING

& Price Scores for Tender Evaluation					_											
Weighting:	60 % 40 %		Assessors:													
ghting:			]													
echnical Threshold:		%									_					
AL SCORES																
Criteria	Technical	(Criteria Weight	Tenderer 1		Tenderer 2		Tenderer 3			nderer 4		lerer 5		lerer 6		lerer 7
	Threshold (individua),		Score (1-10)	Weighted Score	Score (1-10)	Weighter Score										
ore Service	0	35.000	10	35	7.5	26.25	7.5	26.25	10	35	0	0	0	0	0	0
Propulsion System Depth Support	0	16.250	7.5	12.1875	5	8.125	5	8.125	7.5	12.1875	0	0	0	0	0	0
Air System/ Aeo-Structure Depth Support	0	9.750	7.5	7.3125	5	4.875	10	9.75	5	4.875	0	0	0	0	0	0
Spares purchase, acquisition, repair & re-manufacturing services	0	8.125	5	4.0625	7.5	6.09375	7.5	6.09375	5	4.0625	0	0	0	0	0	0
Fault Investigations.	0	1.625	5	0.8125	5	0.8125	5	0.8125	7.5	1.21875	0	0	0	0	0	0
Technical Queries	0	6.500	7.5	4.875	7.5	4.875	2.5	1.625	7.5	4.875	0	0	0	0	0	0
Aircraft Data Set (ADS).	0	11.375	2.5	2.84375	2.5	2.84375	10	11.375	5	5.6875	0	0	0	0	0	0
DO's Equipment Safety Assessment.	0	3.250	10	3.25	10	3.25	5	1.625	2.5	0.8125	0	0	0	0	0	0
Training.	0	1.625	10	1.625	10	1.625	7.5	1.21875	5	0.8125	0	0	0	0	0	0
As Flown & As Designed Configuration for RN Aircraft.	0	3.250	5	1.625	10	3.25	2.5	0.8125	7.5	2.4375	0	0	0	0	0	0
DE&S Merlin Logistics Store	0	3.250	2.5	0.8125	2.5	0.8125	5	1.625	7.5	2.4375	0	0	0	0	0	0
		100		74.406		62.813		69.313		74.406		n/a		n/a		n/a
technical threshold reached? (yes/no)				yes		yes		yes		yes		no		no		no
Score (as % of highest score)			100.0	-	84.4		93.2		100.0		n/a		n/a		n/a	
CORES																
rice (£)			£ 5,148,000.00		£ 4,976,000.00		£ 5,221,800.00		£ 5,686,000.00		n/a		n/a		n/a	
re (lowest / next lowest x 100)		96.7 100.0			100.0	95.3 87.5				n/a n/a				n/a		
LSCORES																
weighting x technical score			60.0		50.6		55.9		60.0		n/a		n/a		n/a	
phting x price score			38.7		40.0		38.1		35.0		n/a		n/a		n/a	
icore			98.7		90.6		94.0		95.0		n/a		n/a		n/a	
Money Ranking				1		4	3			2		n/a	n/a		n/a	

Commercial Manager

Date: .....