



Ministry  
of Defence



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For the attention of the Tenderers

26-Sep-23

Our Reference: C17CSAE/706048451

Dear Tenderers,

**Invitation To Negotiate (Negotiated Procedure) – C17CSAE/706048451**

**Large Boat Aerial Delivery (LBAD)**

1. You are invited to tender for C17CSAE/706048451 Large Boat Aerial Delivery (LBAD) as part of a competitive procurement under Regulation 18 (Negotiated Procedure) of the Defence and Security Public Contracts Regulations 2011.
2. You must submit your responses in accordance with the documents contained within the ITN pack.
3. The Authority has a requirement to procure an Aerial Delivery System to air drop a range of rigid hulled boats with and without tailgating parachutists into maritime environments, by day or night, worldwide from the Atlas C Mk1 aircraft (A400M).
4. The anticipated date for the Contract award decision is Q1 2025, please note that this is an indicative date and is subject to change.
5. You must submit your Tender to the Defence Sourcing Portal by 23:59.59 8<sup>th</sup> January 2024 GMT.
6. The Authority requires that all communication be carried out electronically via the Defence Sourcing Portal (DSP).

Yours faithfully

Jason Atkinson  
C17CSAE Commercial Lead



# Ministry of Defence

## Invitation To Negotiate (Negotiated Procedure)

**C17CSAE/ 706048451**

**For**

## Large Boat Aerial Delivery (LBAD)

### DOCUMENT CONFIGURATION CONTROL

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| 1.0     | 26/09/2023 | Initial Document                                                                                                                                     | N/A             | Sam Smyth |
| 2.0     | 10/05/2023 | Loan Equipment Delivery date now <b>15 Mar 24</b><br>Ground Assessment start date now <b>25 Mar 24</b><br>Tender submission date now <b>8 Jan 24</b> | 10,11 and 14    | Sam Smyth |

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## Section A – Introduction

### DEFFORM 47 Definitions

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

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.
- A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.
- A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.
- A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.
- A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.
- A6. “Contract Terms & Conditions” means the attached conditions in Annex L including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.
- A7. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied iaw any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.
- A8. “Cyber Security Model” means the model defined in DEFCON 658.
- A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.
- A10. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.
- A11. “ITN Documentation” means this ITN and any information in any medium or form (for example, but limited to 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 ITN.
- A12. “ITN Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN.
- A13. “Schedule of Requirements” is as defined in the Contract.
- A14. The “Statement of Requirement” is as defined in the Contract.
- A15. A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.
- A16. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.
- A17. A “Tender” is the offer that you are making to the Authority.
- A18. “Tenderer” means the economic operator submitting a response to this Invitation to Negotiate. Where “you” is used this means an action on you the Tenderer.
- A19. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

## Overview

The Large Boat Aerial Delivery (LBAD) tender and contract will allow the Authority to identify, down-select and procure aerial delivery equipment and associated support.

Before the Tenderer returns a proposal they will agree through the Loan Agreement to loan the Authority equipment free of charge, which the Authority can use to conduct a Ground Assessment, during the tender evaluation phase. The Ground Assessment will be iaw the notional Top Level T&E Plan, further refined once proposals are received.

After the Ground Assessment and any negotiations are complete, the Authority will use the Most Economically Advantageous Tender equation to calculate a preferred bidder. The equipment of the preferred bidder, loaned to the Authority, will be retained for further T&E activities under delivery of the contracted equipment. The unsuccessful tenderers will be requested to collect their loaned equipment from the Authority.

The Authority has divided the procurement and delivery of platform, parachute and ancillary equipment into five separate delivery Tranches of defined quantities, as well as additional peripheral equipment procurements as described in the Statement of Requirement.

Procurement of Tranche 1, and specified associated equipment, will allow the Authority to conduct Flight Trials, to gather certification evidence that will clear the equipment into service. After successful completion of Flight Trial 1, the Authority will conduct Flight Trial 2 to gather further evidence to allow the full LBAD capability to be achieved.

In addition to the equipment, the contractor will provide support services, spares and consumables to the Authority through the duration of the Contract.

## Purpose

A20. The purpose of this ITN is to invite you to submit a Tender, iaw the instructions set out in this ITN, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that governs this competition;
- c. information you must include in your Tender and the required format;
- d. arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions;

A21. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. This requirement was advertised by the Authority on the DSP dated on 14<sup>th</sup> December 2022 under the following reference C17CSAE/706048451 .

A23. This ITN is subject to the Defence and Security Public Contracts Regulations 2011.

A24. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage under the Competitive Negotiated procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Not Used

## **ITN Documentation and ITN Material**

A27. ITN Documentation, ITN 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 ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITN Documentation or ITN Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITN;
- c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITN Documentation or ITN Material (or use beyond the original purpose), or further use of ITN Documentation or ITN Material, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, 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 ITN Documentation and ITN Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all the ITN Documentation and ITN Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations under paragraph A27 above.

## **Tender Expenses**

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

## **Consortia and Sub-Contracting Arrangements**

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

## Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

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

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change iaw paragraph A33 as soon as is reasonably practicable and in any event no later than 20 business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

## Contract Terms & Conditions

A35. The Contract Terms & Conditions (Annex L), include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\) website](#).

A36. Not Used



A37. Condition 10 (Termination) and condition 39 (Acceptance) of Annex L of the Contract Terms and Conditions (the “Contract”) requires the Contractor (being the Tenderer to whom the Contract is awarded) to ensure that the LBAD System achieves Acceptance. If the Authority exercises its right to terminate the Contract pursuant to its contracted termination rights within the Terms and Conditions, the Authority reserves the right to award the Contract (on the same Terms and Conditions as the attached) in part or in full with the Tenderer that achieves the second highest score in the tender process. If the second highest scoring bidder is unable to enter into the Contract with the Authority, the Authority reserves the right to place the Contract (as originally tendered in part or in full) with the third highest scoring Tenderer. The Authority reserves all of its rights against the Contractor as set out in the Contract Terms & Conditions.

## Other Information

### A38. The Armed Forces Covenant

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

- i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

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

Email address: [employerrelations@rfca.mod.uk](mailto:employerrelations@rfca.mod.uk)

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

e. Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

## Section B – Key Tendering Activities

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

| Stage*                                                                       | Date and Time*                 | Initiated By  | Submit to / Location                   |
|------------------------------------------------------------------------------|--------------------------------|---------------|----------------------------------------|
| ITN Release Date                                                             | 26 <sup>th</sup> Sept. 2023    | The Authority | All Tenderers                          |
| Loan Agreement Issued                                                        | 26 <sup>th</sup> Sept. 2023    | The Authority | All Tenderers                          |
| Date for confirmation of attendance at the Tenderers' Conference             | 6 <sup>th</sup> Oct 2023       | Tenderers     | The Authority (electronically via DSP) |
| Tenderers Conference                                                         | w/c 16 <sup>th</sup> Oct. 2023 | The Authority | All Tenderers                          |
| Loan Agreement Signed & Returned                                             | 3 <sup>rd</sup> Nov. 2023      | Tenderers     | The Authority (electronically via DSP) |
| Final date for Clarification Questions / Requests for additional information | 4 <sup>th</sup> Dec. 2023      | Tenderers     | N/A                                    |
| Final Clarification Answers                                                  | 11 <sup>th</sup> Dec. 2023     | The Authority | All Tenderers                          |
| Tender Return                                                                | 8 <sup>th</sup> Jan. 2024      | Tenderers     | The Authority (electronically via DSP) |
| Evaluation of Tender submissions                                             | 15 <sup>th</sup> Jan. 2023     | The Authority | N/A                                    |
| Loan Equipment Delivery                                                      | 15 <sup>th</sup> Mar. 2024     | Tenderers     | RAF Brize Norton                       |
| Ground Assessment                                                            | 25 <sup>th</sup> Mar. 2024     | The Authority | N/A                                    |
| Phase 1 - Commercial Negotiation (number of rounds TBC)                      | Q2 2024                        | Joint         | MOD Abbey Wood                         |
| Ground Assessment Tender Evaluation                                          | July 2024                      | The Authority | N/A                                    |
| Phase 2- Technical Negotiations (number of rounds TBC)                       | Q3 2024                        | Joint         | RAF Brize Norton                       |
| Re-Issue ITN                                                                 | Q3 2024                        | The Authority | N/A                                    |
| Deadline for receipt of Final Tenders                                        | Q4 2024                        | Tenderers     | N/A                                    |
| Notification of Award Decision                                               | Jan 2025                       | The Authority | All Tenderers                          |
| Standstill Period                                                            | Jan 2025                       | The Authority | All Tenderers                          |
| Planned Contract Award Date                                                  | Jan 2025                       | The Authority | Preferred Bidder                       |

\*The Authority reserves the right to amend the stages and the dates above.

## **Tenderers Conference**

B1. A Tenderers Conference is being held as indicated in the table above, to enable the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers with the opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those who wish to attend the Tenderers Conference to the above-named contact, by the date shown, so that access to the site can be arranged. A maximum of 3 (three) attendees per Tendering entity will be permitted. A copy of the presentation along with any questions raised and answers provided will be issued to all Tenderers regardless of attendance to the Tenderers Conference.

## **Clarification Questions**

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers

## **Tender Return**

B3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

## **Negotiations**

B4. Further details regarding Negotiations can be found in Annex B and Appendix 5 to Annex B of this ITN. Where the Tender Assessment process identifies a compliant Tenderer(s), the Authority may choose too, at its own absolute discretion award a Contract to the Most Economically Advantageous Tenderer without conducting any negotiation .

## **Loaned Equipment**

B5. The Authority is planning to commence Ground Assessment from 25<sup>th</sup> March 2024. Compliant Tenderers should be available and have their solutions ready to be called forward to RAF Brize Norton a minimum 2 weeks ahead of this date. Tenderers will be notified of collection dates post-Ground Assessment iaw Appendix 1 to Annex C – Loan Agreement

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

### **Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. (eleven) Prices must be in £GBP ex VAT. Prices must be Firm unless specified in the Schedule of Requirements iaw with the Condition 33 (Pricing) of Annex L (Draft Contract). A price breakdown is not required in your Tender response beyond the provision of pricing information identified in DEFFORM 47 Section D – Tender Evaluation and Draft Contract.

C2. To assist the Authority's evaluation, you must set out your Tender response iaw with Section D (Tender Evaluation).

### **Validity**

C3. Your Tender must be valid and open for acceptance throughout the tendering activities in Section B starting from the Tender return date through to Contract Signature. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

## **Section D – Tender Evaluation**

D1. Annex B to the DEFFORM 47 details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

## Section E – Instructions on Submitting Tenders

### Submission of your Tender

E1. Your Tender and any ITN Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 8<sup>th</sup> January 2024 at 23:59.59 GMT. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g., email, DVD) will not be accepted by the Authority. Tenderers must submit their Tender responses to ITN C17CSAE/706048451.

E2. You must provide via the DSP one priced copy of your Tender and one unpriced copy. Both copies should be clearly labelled and easily identifiable. You must ensure that there are no prices present in your unpriced copy. The Authority has the right to request, at its discretion, that any pricing information found in the unpriced copy is redacted iaw E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the unpriced copy of the tender, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact commercial [at DESC17CSAE-Commercial@mod.gov.uk](mailto:DESC17CSAE-Commercial@mod.gov.uk) if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITN documentation into the DSP. You must contact [DESC17CSAE-Commercial@mod.gov.uk](mailto:DESC17CSAE-Commercial@mod.gov.uk) discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

### Lots

E7. This requirement has not been split into lots.

### Variant Bids

E8. The Authority will not accept variant bids.

## Section F – Conditions of Tendering

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

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

- a. vary the terms of this ITN iaw with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender iaw the instructions or conditions of this ITN;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;
- g. withdraw this ITN at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. re-issue this ITN on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be entered into when the Authority sends written notification of its entry into the Contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C3.

### Conforming to the Law

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

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

### Bid Rigging and Other Illegal Practices

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

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

## Conflicts of Interest

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

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

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

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

- a. the 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 and/or non-disclosure agreements (e.g., DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

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

## Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it iaw with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.



## **Standstill Period**

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

## **Publicity Announcement**

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

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

## **Sensitive Information**

F15. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

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

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

## **Reportable Requirements**

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

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

## **Specific Conditions of Tendering**

### **Ground Assessment & Loan Agreement**

F20. In addition to providing a written tender response iaw Section E, Tenderers are required to provide an LBAD System to the Authority on a free-of-charge loan basis as part of their tender response on or by the date indicated in Section B. The process that the tenderers must follow for providing the LBAD system to the Authority is specified in the Appendix 1 to Annex C (Loan Agreement);

F21. In support of paragraph F20 above, a Loan Agreement (Appendix 1 to Annex C) has been provided in the ITN pack. Tenderers must provide the LBAD system iaw Schedule 2 (System of Requirements). Tenderers are required to agree this Loan Agreement by the date indicated in Section B as part of commercial compliance. Failure to do so will result in the Tenderer's submissions being deemed non-compliant.

F22. The loaned system will be used by the Authority to conduct a Ground Assessment of the provided LBAD System to establish to what extent it meets the Authority's System Requirements identified in Annex B – Tender Evaluation.

F23. The Top-Level T&E Plan (Appendix 1 to Annex C) is a notional plan to demonstrate the activities that will be undertaken to enable the assessment of the System Requirements in the SRD, utilising the VVRM to 'score' compliance/suitability against each System Requirement. Once all Tenderer's solutions are submitted, the T&E Ground Assessment planning will commence involving all Tenderers to enable the Authority to produce a single, final T&E plan for the Ground Assessment. This final plan will be published to all Tenderers ahead of the Ground Assessment.

F24. The scores achieved during Ground Assessment will then be translated to become the System Requirement Tender Evaluation score, which forms part of the percentage of the Technical Assessment.

F25. The overall technical element of the Tender Evaluation will be undertaken iaw with the full Tender Evaluation Criteria found at Annex B.

### **Interface Control Documents (ICDs)**

F26. The Authority has issued the Tenderers with Interface Control Documents (ICDs) for interfacing equipment.

F27. If tenderers require further information, not contained within the ICD and subsequent information, they should contact the Authority within the Clarification period, via the DSP. The Authority will use reasonable endeavours to obtain the information from the relevant Design Authority.

F28. The Tenderers shall comply with all confidentiality requirements within the ICDs.

F29. For all interfacing requirements which are ITAR controlled, the Contractor shall ensure that it has the appropriate commercial mechanisms in place between it and the relevant design authorities to facilitate access to Technical Assistance Agreement sublicensing, ITAR and Intellectual Property Right controlled information.

### **Pricing**

F30. An Assessment of the Price criteria shall be made iaw Appendix 3 to Annex B (Tender Cost Matrix).

F31. The pricing information is required to populate Schedule 5 of the Draft Contract and will be used for tender evaluation purposes only and is not representative of the full contractual output required for the delivery of the contract.

F32. To build a tender price, Tenderers must price the following (see Appendix 3 Annex B of this ITN for full details):

| Requirements<br>SOR ID No. | Description                                  | Quantity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1                        | Initial Provision Spares Package 1           | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.2                        | Support and Test Equipment –1                | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.3                        | Tranche 1                                    | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.4                        | Airdrop Payload Covers –1                    | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.5                        | Spares Package 2                             | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.6                        | Tranche 2                                    | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.7                        | Airdrop Payload Covers –2                    | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.8                        | Support and Test Equipment 2                 | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.9                        | Tranche 3                                    | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.10                       | Tranche 4                                    | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.11                       | Tranche 5                                    | As per Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2                          | Services – Flight Trial Support              | Up to 75 hours (FT1 & FT2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3                          | Services                                     | 4 Years FIRM Price iaw Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4.1                        | Technical Queries                            | Assume 240 hours FIRM Price per annum multiplied by 4 years iaw Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4.2                        | Fault Investigations                         | Assume 240 hours FIRM Price per annum multiplied by 4 years iaw Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4.3                        | Quality Occurrence Reports                   | Assume 240 hours FIRM Price per annum multiplied by 4 years iaw Schedule 2 (SOR)                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5                          | Emergent Work                                | <u>Labour Hours (Engineering only)</u> – 1000 Hours Contract Year 1, 1000 hours Contract Year 2, 1000 hours Contract Year 3, 1000 hours Contract Year 4.<br><u>T&amp;S</u> – 500 hours x Day Rate Contract Year 1, 500 hours x Day Rate Contract Year 2, 500 hours x Day Rate Contract Year 3, 500 hours x Day Rate Contract Year 4.<br>500 hours x Night Rate Contract Year 1, 500 hours x Night Rate Contract Year 2, 500 hours x Night Rate Contract Year 3, 500 hours x Night Rate Contract Year 4. |
| 6                          | Spares Re-provisioning (Through-Life Spares) | Contractor to provide a price for supporting 40 drops per annum for 2 years, as per DID 13. [Note this is for Pricing evaluation purposes only]                                                                                                                                                                                                                                                                                                                                                         |

F33. FIXED prices should be included where requested in accordance with Schedule 5 (Pricing and Payment) of the Draft Contract (Annex L) and the Tender Cost Matrix.



Annex A – Tender Submission Document (Offer) Tender Submission Document (Offer) – Ref: C17CSAE/706048451

### Ministry of Defence

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 ITN Documentation and ITN Material, offers to supply the Contractor Deliverables at the stated price(s), iaw any referenced drawings and/or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Terms & Conditions or any amendments issued by the Authority shall apply.

|                                                                                                                                                                               |                             |                         |                               |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------|-------------------------------|--------------|
| <b>Applicable Law</b>                                                                                                                                                         |                             |                         |                               |              |
| I agree that any contract resulting from this procurement shall be subject to English Law                                                                                     |                             |                         |                               | Yes / No*    |
| <b>Value of Tender (excluding VAT)</b>                                                                                                                                        |                             |                         |                               |              |
| £.....<br>.....                                                                                                                                                               |                             |                         |                               |              |
| WORDS.....<br>.....                                                                                                                                                           |                             |                         |                               |              |
| <b>UK Value Added Tax</b>                                                                                                                                                     |                             |                         |                               |              |
| If registered for Value Added Tax purposes, please insert:                                                                                                                    |                             |                         |                               |              |
| a. Registration No .....                                                                                                                                                      |                             |                         |                               |              |
| b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....                                                                                         |                             |                         |                               |              |
| <b>Location of work (town / city) where the contract will be performed by Prime:</b>                                                                                          |                             |                         |                               |              |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) |                             |                         |                               |              |
| Tier 1 Sub-contractor Company Name                                                                                                                                            | Town / city to be performed | Contractor Deliverables | Estimated Value               | SME Yes / No |
|                                                                                                                                                                               |                             |                         |                               |              |
|                                                                                                                                                                               |                             |                         |                               |              |
|                                                                                                                                                                               |                             |                         |                               |              |
|                                                                                                                                                                               |                             |                         |                               |              |
|                                                                                                                                                                               |                             |                         |                               |              |
| <b>Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):</b>                                                                    |                             |                         | <b>Tenderer's Declaration</b> |              |
| 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?       |                             |                         | Yes / No                      |              |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.                           |                             |                         | Yes / No                      |              |
| Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical                        |                             |                         | Yes* / No                     |              |

|                                                                                                                                                                                                                                                       |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| data, as determined in the Contract Terms & Conditions?                                                                                                                                                                                               |                          |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | Yes* / No                |
| Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?                                                                                                                                                       | Yes* / No                |
| Have you completed Form 1686 for Sub-Contracts?                                                                                                                                                                                                       | Yes* / No                |
| Have you completed the commercial compliance matrix?                                                                                                                                                                                                  | Yes / No                 |
| Are you a Small Medium Sized Enterprise (SME)?                                                                                                                                                                                                        | Yes / No                 |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?                                                                                                                                                       | Yes / No                 |
| Have you completed and attached Tenderer's Sensitive Information form?                                                                                                                                                                                | Yes / No                 |
| If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?                                                                              | Yes / No / N/A           |
| Do the Contractor Deliverables, or any item provided iaw the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?                                                                           | Yes* / No                |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?                                                                                                                                    | Yes* / No                |
| Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by <a href="#">EC 744/2010</a> ) of the European Parliament and of the Council.                 | Yes* / No                |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?                                            | Yes* / No / Not Required |
| Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?                                                                                                                                                          | Yes / No / Not Required  |
| Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITN?                                                                                                                                                              | Yes / No                 |
| Have you completed and attached schedule 22 Required Insurance                                                                                                                                                                                        | Yes / NO                 |
| Have you completed and attached all plans / data deliverables / Tender Deliverable Documents?                                                                                                                                                         | Yes / No                 |
| *If selecting Yes to any of the above questions, please attach the information detailed in this Appendix 1.                                                                                                                                           |                          |
| <b>Tenderer's Declaration</b>                                                                                                                                                                                                                         |                          |

We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:

- a. the offered price has not been divulged to any Third Party;
- b. no arrangement has been made with any Third Party that they should refrain from tendering;
- c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;
- d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and
- e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).

**Dated this .....** day of.....**Year**  
.....

**Signature:** ..... **In the capacity of** .....

(Must be original)

(State official position e.g. Director, Manager, Secretary etc.)

**Name:** (in BLOCK CAPITALS)

**duly authorised to sign this Tender for and on behalf of:**

(Tenderer's Name)

**Postal Address:**

**Telephone No:**

**Registered  
Company Number:**

**Dunn and Bradstreet  
Number:**

**Appendix 1 to Annex–A - Information on Mandatory Declarations****IPR Restrictions**

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data iaw with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority. In particular, you must identify:

- a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
- d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.

3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

**Notification of Foreign Export Control Restrictions**

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

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

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

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

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



7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.

10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

### **Import Duty**

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

12. For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and/or suspended

13. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate His Majesty's Revenue & Customs (HMRC) authorisations.

### **Cyber Risk**

14. Cyber risk has been considered and iaw with the Cyber Security Model resulted in a Cyber Risk Profile of 'Very Low'. The Risk Assessment Reference (RAR) is 677845980. Tenderers are required to complete the Supplier Assurance Questionnaire at the following link: [DCPP Supplier Assurance Questionnaire \(SAQ\) \(Page 1 of 7\) \(office.com\)](#) and submit a copy of the completed form as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

### **Sub-Contracts Form 1686**

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office's Contractual Process.

## Small and Medium Enterprises

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

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

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

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

## Transparency, Freedom Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's Transparency Principles and in line with the provisions of DEFCON 539.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

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

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

## Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

## **Change of Circumstances**

26. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

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

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an imORCt on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

## **Defence Safety Authority (DSA) Requirements**

28. Tenderers are required to comply with any applicable DSA military regulatory policy and regulation. Tenderers who wish to propose an alternative acceptable means of compliance must obtain agreement in principle from the relevant defence regulator (through the Project Team) in advance of submitting their Tender. Acceptable Means of Compliance (AMC) are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the relevant defence regulator where there is more than one AMC. You must confirm how you intend to comply with the regulatory articles, and the date you consulted with the relevant defence regulator.

## **Bank or Parent Company Guarantee**

29. A Bank or Parent Company Guarantee may be required.

30. The Authority will allow a period of at least ten (10) calendar days between the date of dispatch of the notice of its decision to award a Contract before entering into a Contract, known as the standstill period. In the event that the Preferred Tenderer is required to provide a bank guarantee (DEFFORM 24A), the bank guarantee must be provided during the standstill period. The executed bank guarantee will form Schedule 21.

31. If a bank guarantee is required. Failure to provide a bank guarantee during the standstill period, will result in the Preferred Tenderer being deselected. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next successful Tenderer and award a Contract.

32. If a bank guarantee is required, no Contract will be awarded until a suitable bank guarantee is in place. The Authority and successful Tenderer will simultaneously sign the bank guarantee when signing the awarded Contract.

## Annex B – Tender Evaluation

This Annex B describes the evaluation process, methodology and criteria for Tenders submitted pursuant to the procurement.

### Tender Evaluation Methodology

The Contract is being tendered under the Negotiated Procedure of the Defence Security Public Contract Regulations 2011 (DSPCR). LBAD will be evaluated using the Most Economically Advantageous Tender (MEAT) method. The successful Tenderer will be selected based the Evaluation Methodology that provides the MEAT. The Authority has chosen the Value for Money Index (VfMI) MEAT methodology approach.

The Authority will award the contract to the Most Economically Advantageous Tender (MEAT) with only one tenderer going forward to be awarded a contract.

### Tender Evaluation Selection Process

The tenderer will complete their tender and submit to the Authority by the published deadline iaw with this DEFFORM 47. The Tenderer will produce a costed and non-costed version of the tender.

The Authority will set up a Tender Assessment Panel (TAP) who will preside over the LBAD Evaluation Process throughout. Each specialist area within the TAP will have a team who are responsible for evaluating the tender responses. Each of these areas will be led by a Senior Consensus Lead who will be responsible for agreeing the final score. The Senior Consensus Lead, along with the Commercial representatives for the Authority, will be responsible for ensuring that the scores are evaluated fairly and in accordance with this Evaluation Strategy.

The Tender Evaluation will be conducted in stages as outlined as in the below Table 1

**Table 1 – Summary of Tender Evaluation Stages**

| Stage | Role      | Stage Description                                                                                                                                 |
|-------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Tenderer  | Submission of Tender                                                                                                                              |
| 2     | Authority | Evaluation of:<br>- Commercial Compliance Matrix – Appendix 1<br>- Technical Compliance Matrix – Appendix 2<br>- Tender Price Matrix – Appendix 3 |
| 3     | Authority | Evaluation of Commercial Questions                                                                                                                |
| 4     | Authority | Evaluation of Technical Questions                                                                                                                 |
| 5     | Authority | Evaluation of Ground Assessment                                                                                                                   |
| 5     | Joint     | Period of Clarification & Negotiation                                                                                                             |
| 6     | Tenderer  | Revise or Confirm Offer (ROCO)                                                                                                                    |
| 7     | Authority | Evaluation of Revised Response                                                                                                                    |
| 8     | Joint     | Period of Clarification                                                                                                                           |
| 9     | Authority | Final Tender Assessment Panel/Selection of Preferred Tenderer                                                                                     |
| 10    | Authority | Internal Approvals/Winning Tenderer Announced/Contract Award                                                                                      |

**Non-Compliant**

Throughout the Evaluation stages, a Tenderer will be disqualified and deemed 'non-compliant' if any of the following are triggered or identified during evaluation:

- A. Any Tenderer deliverable Mandatory Declarations not provided iaw Annex A to DEFFORM 47;
- B. Where your organisation has not complied with the compliance regime against any questions asked where the Authority has indicated that this response is required;
- C. If the Authority becomes aware, that information provided by your organisation in response to the Tender is intentionally or unintentionally false, misleading or incorrect;
- D. Your organisation is guilty of serious misrepresentation in relation to its application and / or the process;
- E. Where any element of the Tender provided by your organisation as a Tender Deliverable contradicts other elements of your Tender or constitutes a Variant Bid or is in another way unacceptable by way of:
  - i. If, following clarification, the Tender Response directly contradicts the Full Compliance that you have offered against any other response;
  - ii. Your Tender response includes any Assumptions, Dependencies or Exclusions that cannot be accepted by the Authority.

**Evaluation Process: Staged Approach****Stage 1 Submission of Tender**

The ITN documentation must be submitted to the Authority via the Defence Sourcing Portal by the date stipulated in Section B (Key Tendering Activities). The Submission of Tender stage will focus on the completeness of the Tender Deliverable submissions in accordance with the Tender Deliverable Checklist. The Tender Deliverable Checklist lists all documents that are required to be submitted by the Tenderer to the Authority, as shown in the below table 2.

Table 2: Tender Deliverable Checklist

| Tenderer Deliverable Document ID / No. | Deliverable Document Description                                                                    | Part of the Contract | (Delete as appropriate) | Qualification, Commercial (C) or Technical Envelope (T) | DSP Instructions |
|----------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------|-------------------------|---------------------------------------------------------|------------------|
| Pass / Fail Response Requirements      |                                                                                                     |                      |                         |                                                         |                  |
| TD1                                    | Loan Agreement                                                                                      | No                   |                         | C                                                       |                  |
| TD2                                    | Tender Deliverable Checklist                                                                        | No                   |                         | C                                                       |                  |
| TD3                                    | Commercial Compliance Matrix                                                                        | No                   |                         | C                                                       |                  |
| TD4                                    | Technical Compliance Matrix (SRD)                                                                   | No                   |                         | T                                                       |                  |
| TD5                                    | Commercial Mandatory Declarations (DEFFORM 47 Annex A)                                              | No                   |                         | C                                                       |                  |
| TD6                                    | Bank Guarantee                                                                                      | Yes (if applicable)  |                         | C                                                       |                  |
| TD7                                    | Cyber                                                                                               | Yes                  |                         | C                                                       |                  |
| TD8                                    | Pricing Section of DSP                                                                              | No                   |                         | C                                                       |                  |
| TD9                                    | Tender Cost Matrix                                                                                  | Yes                  |                         | C                                                       |                  |
| TD10                                   | A populated Schedule of Requirements as provided within Annex L (Draft Contract)                    | Yes                  |                         | T                                                       |                  |
| TD11                                   | A completed Payment Plan using the provided excel file: 20230919_706048451_LBAD_Schedule_5_Appendix | Yes                  |                         | C                                                       |                  |

Table 2 - Tender Deliverable Checklist

| Tenderer Deliverable Document ID / No.   | Document Information Data (DID) No. | Deliverable Document Description                                      | Part of the Contract | (Delete as appropriate) | Qualification, Commercial (c) or Technical (T) Envelope | DSP Instructions |
|------------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------|-------------------------|---------------------------------------------------------|------------------|
| <b>Pass / Fail Response Requirements</b> |                                     |                                                                       |                      |                         |                                                         |                  |
| TD12                                     | 1                                   | Contractor Delivery Plan (CDP)                                        | Yes                  |                         | T                                                       |                  |
| TD13                                     | 2                                   | Contract Master Schedule (CMS)                                        | Yes                  |                         | T                                                       |                  |
| TD14                                     | 3                                   | Configuration Management Plan (CMP)                                   | Yes                  |                         | T                                                       |                  |
| TD15                                     | 4                                   | Obsolescence Management Plan (OMP)                                    | Yes                  |                         | T                                                       |                  |
| TD16                                     | 5                                   | Engineering Management Plan (EMP)                                     | Yes                  |                         | T                                                       |                  |
| TD17                                     | 6                                   | Safety Management Plan (SMP)                                          | Yes                  |                         | T                                                       |                  |
| TD18                                     | 7                                   | Hazard Log Report (HLR)                                               | Yes                  |                         | T                                                       |                  |
| TD19                                     | 8                                   | Programmable Elements Safety Summary (PESS) Report                    | Yes                  |                         | T                                                       |                  |
| TD20                                     | 9                                   | Environmental Document Pack (EDP)                                     | Yes                  |                         | T                                                       |                  |
| TD21                                     | 10                                  | Human Factors Integration Plan (HFIP)<br>(Including HFI Plan Annexes) | Yes                  |                         | T                                                       |                  |
| TD22                                     | 11                                  | Availability, Reliability and Maintainability Plan (ARMP)             | Yes                  |                         | T                                                       |                  |
| TD23                                     | 12                                  | Test Reports and Results                                              | Yes                  |                         | T                                                       |                  |
| TD24                                     | 13                                  | Service and Support Management Plan (SSMP)                            | Yes                  |                         | T                                                       |                  |
| TD25                                     | 14                                  | Disposal Plan (DP)                                                    | Yes                  |                         | T                                                       |                  |
| TD26                                     | 15                                  | Certificates Of Design (CoD)                                          | Yes                  |                         | T                                                       |                  |
| TD27                                     | 16                                  | Equipment Safety Assessment                                           | Yes                  |                         | T                                                       |                  |
| TD28                                     | 17                                  | Legislation & Standards Register                                      | Yes                  |                         | T                                                       |                  |
| TD29                                     | 18                                  | Quality Plan (QP)                                                     | Yes                  |                         | T                                                       |                  |
| TD30                                     | 19                                  | Social Value Plan (SVP)                                               | Yes                  |                         | T                                                       |                  |
| TD31                                     | 20                                  | Technical Publications Management Plan (TPMP)                         | Yes                  |                         | T                                                       |                  |

| Tenderer Deliverable Document ID / No. | Document Information Data (DID) No. | Deliverable Document Description                                                         | Part of the Contract | (Delete as appropriate) | Qualification, Commercial (c) or Technical (T) Envelope | DSP Instructions |
|----------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------|----------------------|-------------------------|---------------------------------------------------------|------------------|
| TD32                                   | 21                                  | Exit Management Plan (EMP)                                                               | Yes                  |                         | T                                                       |                  |
| TD33                                   | Sch 11                              | A populated Spares Price List as provided within Schedule 11 of Annex L (Draft Contract) | Yes                  |                         | C                                                       |                  |

Tenderers will be required to PASS in order to proceed to the next stage (No.2) **(Evaluation of Commercial & Technical Compliance Matrix).**



## Stage 2 Evaluation of Commercial & Technical Compliance Matrix

An initial compliance check will be conducted by the Authority using the below appendices 1 to 3.

- Appendix 1 - Commercial Compliance Matrix. (See Commercial Compliance Criteria below)
- Appendix 2 – Technical Compliance Matrix (SRD) (See Technical Compliance Criteria Below)
- Appendix 3 – Tender Price Matrix

Once this has been completed the Commercial Questions will be evaluated as Pass/Fail followed by an evaluation of the Technical response which will be scored against a pre-determined set of criteria iaw the Technical (Non-Cost) Element of the Weighted Value for Money Index Evaluation below .

## Stage 3 Evaluation of Commercial Questions

The Commercial Questions will be evaluated as Pass/Fail iaw Para 3.1 to 3.6 of Stage 3. If a Tenderer's response is initially scored by the Authority as a Fail, the Authority reserves the right to seek clarification or review during the negotiation stage 5.1 and 5.2, to enable a final decision to be made. If the Fail is upheld, then the Authority reserves the right to remove the Tenderer from the Competition in which case no further evaluation would take place.

### Pass:

- 3.1 Completion of DEFORM 47 and all items in the Commercial Compliance Matrix have been assessed by the Authority as Fully Compliant.
- 3.2 An amendment against a Non Compliant item in the Commercial Compliance Matrix that is not considered to confer any adverse risk to the Authority or minimum diminution to a Clause, Schedule or Paragraph of a Term and Condition.

### Fail:

- 3.3 Incomplete responses to DEFFORM 47;
- 3.4 Unmarked or no response received; or
- 3.5 Not willing to accept the Draft Contract Terms and Conditions; or
- 3.6 An amendment to the Draft Contract Terms and Conditions that either transfers major risk to the Authority or devalues its denotation to a Clause, Schedule or Paragraph of a Term and Condition.

## Stage 4 Evaluation of Technical Questions

Tenders, subject to passing the initial compliance check Questions iaw Stage 3 paragraphs 3.1 and 3.2 above, will move to the Technical Evaluation Stage. This is where the Authority will evaluate the Tenderers response and score them accordingly using the published scoring schemes, against the following areas: -

- Contractor Delivery Plan – Tranche 1 (see DID 1, 2)
- Contractor Delivery Plan - Tranche 2 (see DID 1, 2)
- In Service Support Plans (See DID 3, 4 and 13)
- Safety and Engineering Documentation (See DID 5, 6, 7, 8, 9, 10,12, 15, 16, 17, 21)
- Social Value (Fighting Climate Change) (see DID 19)
- Quality (see DID 18)

A score of 0 against any of the above areas (except Social Value) will be deemed as non-compliant and the Authority reserves the right to either disqualify the Tenderer or take the Tenderer through to the Negotiation Phase Stage 5.2

### **Stage 5 Ground Assessment Tender Evaluation**

Using the loaned equipment, provided via the Loan Agreement, the Authority will conduct a Ground Assessment (see para's F20 – F25 in this DEFFORM 47).

As a result of the Ground Assessment, the Authority will evaluate the equipment performance and shall score using the published scoring parameters found in the System Requirements section of the Tender Evaluation criteria below.

The System Requirements evidence provided by the Tenderer will be assessed as follows:

- Desktop-collation of all technical documentation to determine definitive Ground Assessment activities.
- Ground Assessment of the Tenderer's solution will be carried out at RAF Brize Norton under the direction of the Air Trials and Evaluation Centre (ATEC).
- The Ground Assessment criteria is set out in the Top-level T & E plan iaw Appendix 1 to Annex C (which will be subject to revision prior to Flight Trials). The activities within the Top-Level T & E plan will be used to determine compliance against System Requirements.

The System Requirement Tender Evaluation Criteria iaw Tables [SD.1] to [SD.7] below, indicates how a Tenderer can be deemed non-compliant.

### **Stage 5 Period of Clarification and Negotiations**

The Authority reserves the right to award the Contract, based on Initial Tenders without negotiation, to the best compliant Tenderer.

#### **5.1 Clarification**

Once the evaluation of the Tenderer's responses has commenced the Authority may submit requests for clarification to answer any questions the Evaluation Team may have. These clarifications will be recorded on a Clarification Grid and will be e-mailed via the DSP and/or e-mailed directly to each Tenderer throughout the course of the Evaluation process. In addition, the following rules apply:

- Once a question has been submitted the Authority will consider any question or request for clarification to be of material significance to the procurement process. The Authority may communicate both the query and the response, without identifying the originator, to all Tenderers who are participating in the process.
- If you do not wish for a query or response to be disclosed to other Potential Tenderers you must tell the Authority this, and the reason why when raising the query. The Authority will consider the request and may choose to discuss with you whether it is appropriate to disclose the query or the response, or both, to other Potential Tenderers. In cases where the Authority would disclose the question and the answer to other Potential Tenderers you will be entitled to withdraw the question.
- Once a Clarification has been received the Potential Tenderer has two working days to respond.
- If a Potential Tenderer requires more time than this, then a request must be made within two working days via the DSP of the Clarification being submitted.

#### **5.2 Negotiation Stage**

Once all the Authority evaluations have been completed for all Potential Tenderers the negotiation stage will commence; this may include a combination of face to face and virtual meetings with Commercial negotiations

anticipated to take place in parallel with Ground Assessment and any Technical negotiations post Ground Assessment. Further details are in Appendix 5 to Annex B of this DEFFORM 47.

### **Stage 6 Revise or Confirm Offer (ROCO)**

On completion of Stage 5, the Preferred Tenderers will be invited to resubmit their offer, referred to as a ROCO. The ROCO's should be submitted iaw the instructions included in the DEFFORM 47. **Stage 7 Evaluation of Revised Response**

On completion of Stage 6, the Authority will evaluate each of the resubmitted tenders where changes have been made, any changes should be tracked and clearly identified.

### **Stage 8 Period of Clarification**

On completion of Authority evaluation of the Tenderer's revised responses at Stage 7, the Authority may submit further requests for clarification to answer any questions the evaluation team may have. These clarifications will be recorded on a clarification grid and will be e-mailed via the DSP throughout the period of the evaluation process. The clarification rules will be adopted iaw with paragraph 5.1 above.

### **Stage 9 Final Tender Assessment Panel/Selection of Preferred Tenderer**

The final VfMI Calculations will be completed and verified by the Commercial Team and then be presented and scrutinised by the TAP. It is at the final TAP meeting that the Preferred Tenderer will be agreed upon.

### **Stage 10 Internal Approvals & Winning Tenderer Announced/Contract Award**

The Authority will complete its internal approvals process and, once complete, announce the Winner and move to Contract Award. The successful Tenderer will be notified via DEFFORM 158A – Standard Notice of Contract Award Decision Winning Tenderer, of the Authority's intention to enter a contract based on their tender, via the DSP. The unsuccessful Tenderer will be notified via DEFFORM 158B – Standard Notice of Contract Award Decision Unsuccessful Tenderers, at the same time as the issue of DEFFORM 158A, via the DSP.

## The Technical (Non-Cost) Element of the Weighted Value for Money Index Evaluation

Within the Technical (Non-Cost) criteria each percentage point will be worth 1 (one) mark, so a maximum total of **100 points** are available before the overall weighting between Cost and Technical (Non-Cost) criteria is applied. A breakdown of Technical (Non-Cost) criteria and their individual weighting is provided within Table 1 below:

| Technical (Non-Cost) Criteria                                                       | Technical (Non-Cost) Weighting | Scoring Explanation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Social Value:<br>Fighting Climate Change – Effective Stewardship of the Environment | 18%                            | <p>A score of <b>“0 – Inadequate”</b> will result in your organisation achieving no marks against this criterion.</p> <p>A score of <b>“30 – Adequate”</b> will result in you achieving 30% of the marks available for this criterion.</p> <p>A score of <b>“70 – Good”</b> will result in you achieving 70% of the marks available for this criterion.</p> <p>A score of <b>“100 – Excellent”</b> will result in you achieving 100% of the marks available for this criterion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| System Requirements                                                                 | 40%                            | <p>Applicable to Questions A through J</p> <p>A score of <b>“0 – Inadequate”</b> will result in your Tender being disqualified and deemed non-compliant.</p> <p>A score of <b>“20 – Below Requirement”</b> will result in you achieving 20% of the marks available for this criterion and deemed non-compliant.</p> <p>A score of <b>“40 – Marginal”</b> will result in you achieving 40% of the marks available for this criterion. *A score of 40 for questions A, D and E will be deemed non-compliant</p> <p>A score of <b>“60 – Good”</b> will result in you achieving 60% of the marks available for this criterion.</p> <p>A score of <b>“80 – Very Good”</b> will result in you achieving 80% of the marks available for this criterion.</p> <p>A score of <b>“100 – Excellent”</b> will result in you achieving 100% of the marks available for this criterion.</p> <p>Applicable to Questions K through Z ( as stated within the Requirements Tender Evaluation below)</p> <p><b>“Pass” / “Fail”</b></p> <p>Scoring “Fail” on any of these questions will result in the Tenderer being considered non-compliant overall and will not be allowed to continue in the competition.</p> |
| Contractor Delivery Plan – Tranche 1                                                | 17%                            | <p>A score of <b>“0 – Inadequate”</b> will result in your Tender being disqualified and deemed non-compliant.</p> <p>A score of <b>“30 – Adequate”</b> will result in you achieving 30% of the marks available for this criterion.</p> <p>A score of <b>“70 – Good”</b> will result in you achieving 70% of the marks available for this criterion.</p> <p>A score of <b>“100 – Excellent”</b> will result in you achieving 100% of the marks available for this criterion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| Technical (Non-Cost) Criteria           | Technical (Non-Cost) Weighting | Scoring Explanation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor Delivery Plan – Tranches 2   | 15%                            | <p>A score of “<b>0 – Inadequate</b>” will result in your Tender being disqualified and deemed non-compliant.</p> <p>A score of “<b>30 – Adequate</b>” will result in you achieving 30% of the marks available for this criterion.</p> <p>A score of “<b>70 – Good</b>” will result in you achieving 70% of the marks available for this criterion.</p> <p>A score of “<b>100 – Excellent</b>” will result in you achieving 100% of the marks available for this criterion.</p>                                                                                                   |
| Safety and Engineering Management Plans | 6%                             | <p>A score of “<b>0 – Inadequate</b>” will result in your Tender being disqualified and deemed non-compliant. A score of “<b>10</b>” will result in you achieving 10% of the marks available for this criterion</p> <p>A score of “<b>30 - Adequate</b>” will result in you achieving 30% of the marks available for this criterion.</p> <p>A score of “<b>70 - Good</b>” will result in you achieving 70% of the marks available for this criterion.</p> <p>A score of “<b>100 - Excellent</b>” will result in you achieving 100% of the marks available for this criterion.</p> |
| In Service Support Plans                | 2%                             | <p>A score of “<b>0 – Inadequate</b>” will result in your Tender being disqualified and deemed non-compliant.</p> <p>A score of “<b>30 – Adequate</b>” will result in you achieving 30% of the marks available for this criterion.</p> <p>A score of “<b>70 – Good</b>” will result in you achieving 70% of the marks available for this criterion.</p> <p>A score of “<b>100 – Excellent</b>” will result in you achieving 100% of the marks available for this criterion.</p>                                                                                                   |
| Quality Assurance                       | 2%                             | <p>A score of “<b>0 – Inadequate</b>” will result in your Tender being disqualified and deemed non-compliant.</p> <p>A score of “<b>30 – Adequate</b>” will result in you achieving 30% of the marks available for this criterion.</p> <p>A score of “<b>70 – Good</b>” will result in you achieving 70% of the marks available for this criterion.</p> <p>A score of “<b>100 – Excellent</b>” will result in you achieving 100% of the marks available for this criterion.</p>                                                                                                   |

The Tenderer’s responses to the Technical (Non-Cost) Envelope will be evaluated and scored in accordance with the applicable scoring descriptors as detailed in the Scoring Descriptor Tables [SD.1] to [SD.7] below.

Tenderers must provide evidence to support the Tenderer’s ability to deliver each of the Authority’s System Requirements as detailed within the Draft Contract at Annex L.

Table SD.1 – Social Value

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 100 – Excellent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 70 – Good                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 30 – Adequate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0 – Inadequate                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <p><b><u>Fighting Climate Change</u></b></p> <p>Weighting: 18%</p> <p><b>Purpose:</b></p> <p>The Authority wishes to understand how the Tenderer will deliver additional environmental benefits through the performance of the LBAD Contract, including working towards net zero greenhouse gas emissions.</p> <p><b>Evaluation Question:</b></p> <p>inaw DID 19, using a maximum of 5,000 words, supply a Social Value Plan that describes the commitment your organisation will make to ensure that opportunities under this Contract deliver, the Social Value Purpose and the Award Criteria.</p> <p><b>Award Criteria</b></p> <p>Activities that demonstrate and describe the Tenderer's existing or planned:</p> <ul style="list-style-type: none"> <li>• Understanding of additional environmental benefits in the performance of this contract, including working towards net zero greenhouse gas emissions. Illustrative example: conducting pre-contract engagement activities with a diverse range of organisations in the market to support the delivery of additional environmental benefits through the performance of this contract.</li> <li>• Collaborative ways of working with the supply chain to deliver additional environmental benefits in the performance of this contract, including working towards net zero greenhouse gas emissions.</li> </ul> | <p>The response exceeds what is expected in the Award Criteria and leaves no doubt as to the capability and commitment to deliver what is required.</p> <p>The response addresses the Purpose and Evaluation Question and shows in-depth knowledge or experience.</p> <p>The response therefore shows:</p> <ul style="list-style-type: none"> <li>▪ Excellent understanding of the Purpose</li> <li>▪ Excellent proposals demonstrated through relevant evidence</li> <li>▪ Considerable insight into relevant issues</li> <li>▪ The proposition of additional value in several respects above that expected</li> </ul> | <p>The response meets the required standard in all material aspects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process.</p> <p>The response addresses the Purpose and Evaluation Question and shows good knowledge or experience.</p> <p>The response therefore shows:</p> <ul style="list-style-type: none"> <li>▪ Good understanding of the Purpose</li> <li>▪ Sufficient competence demonstrated through relevant experience</li> <li>▪ Some insight demonstrated into relevant issues</li> </ul> | <p>The response shows some general experience of the Purpose and Evaluation Question.</p> <p>The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> <li>• There is at least one significant issue with the proposal that needs considerable attention</li> <li>• Proposals do not demonstrate competence or understanding</li> <li>• The response is light on detail and unconvincing</li> <li>• The response makes limited reference (naming only) to the social value</li> </ul> | <p>The response completely fails to meet the required standard or does not provide a proposal.</p> |

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 100 – Excellent | 70 – Good | 30 – Adequate | 0 – Inadequate |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------|---------------|----------------|
| <ul style="list-style-type: none"> <li>• Delivery of additional environmental benefits through the performance of this contract, including working towards net zero greenhouse gas emissions. Illustrative examples: <ul style="list-style-type: none"> <li>▪ Enhancing the natural environment such as habitat creation, increasing biodiversity such as increasing the number of pollinators.</li> <li>▪ Green space creation in and around buildings in UK towns and cities, e.g. green walls, utilising roof tops for plants and pollinators</li> <li>▪ Improving air quality.</li> </ul> </li> </ul> |                 |           |               |                |

NOT USED

**Table SD.2 – System Requirements**

The evaluation for the System Requirements shall be undertaken by the Authority on capability of the LBAD System as demonstrated through the Ground Assessment iaw Appendix C to Annex B (Top level T and E Plan).

Tenderers should note the Authority's System Requirements Score will take into account the results of a Ground Assessment of the Tenderer's offered solution.

| Question                                                                                                                                                                                                                                                             | 100<br>Excellent                                                                                                                                                             | 80<br>Very Good                                                                                                                                   | 60<br>Good                                                                                                                                        | 40<br>Marginal                                                                                                               | 20<br>Below Requirements                                                                                   | 0<br>Inadequate                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>System Requirements</b><br><b>Overall Weighting: 40%</b>                                                                                                                                                                                                          |                                                                                                                                                                              |                                                                                                                                                   |                                                                                                                                                   |                                                                                                                              |                                                                                                            |                                                                                               |
| <b>A.</b> The system shall have the capability to adapt the LBAD Platform to interface with specified payloads.<br><br><i>A Score of 40 or less in this requirement will result in your tender being deemed non-compliant</i><br><br><b>Weighting per SR = 18.0%</b> | The system demonstrates a payload envelope (iaw the SRD schedule 3) that maximises payload dimensional and weight capability and adaptable to <b>ALL</b> specified payloads. | The system demonstrates a payload envelope that maximises payload dimensional and weight capability and adaptable to <b>3</b> specified payloads. | The system demonstrates a payload envelope that maximises payload dimensional and weight capability and adaptable to <b>2</b> specified payloads. | The system demonstrates a limited payload envelope or only suitable for a <b>single</b> specified payload                    | The system demonstrates a limited payload envelope or adaptability for any specified payloads              | The system fails to demonstrate a payload envelope or adaptability for any specified payloads |
| <b>B</b> The System shall allow for up to 2 LBAD platforms to be installed onto the A/C.<br><br><i>A Score of 20 or less in this requirement will result in your tender being deemed non-compliant</i><br><br><b>Weighting per SR = 8.0%</b>                         | System demonstrates ability to install 2 Systems into the aircraft within the objective time of 3 hrs (iaw the SRD schedule 3).                                              | System demonstrates ability to install 2 Systems into the aircraft within the threshold time of 4 hrs                                             | System demonstrates ability to install 2 Systems into the aircraft within a time exceeding 4 hrs                                                  | The system fails to allow the installation of 2 LBAD platforms, but installation of a single platform installed within 2 hrs | System demonstrates ability to only install a single System into the aircraft within 4 hrs                 | System demonstrates ability to only install a single System into the aircraft more than 4 hrs |
| <b>C</b> The System shall be deployable from the Atlas C Mk1.                                                                                                                                                                                                        | The Tenderer proposed system demonstrates the ability to be deployed from the Atlas C Mk 1, within certified Extracted Load                                                  | The Tenderer proposed system demonstrates the ability to be deployed from the Atlas C Mk                                                          | The Tenderer proposed system demonstrates the ability to be deployed from the Atlas C Mk 1, within certified                                      | System demonstrates ability to be deployed from the Atlas C Mk 1, within certified Extracted Load                            | The Tenderer proposed system demonstrates the ability to be deployed from the Atlas C Mk 1 but exceeds the | System demonstrates limited ability to be deployed from the Atlas C Mk 1 and exceeds the      |



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| <p><i>A Score of 20 or less in this requirement will result in your tender being deemed non-compliant</i></p> <p><b>Weighting per SR = 12.0%</b></p>                                                                                                                                | <p>limitations as single or multiple loads, capable of single, multiple or sequential despatch at the minimum required despatch height (iaw the SRD schedule 3).</p>                                 | <p>1, within certified Extracted Load limitations as single or multiple loads, capable of single, multiple or sequential despatch.</p>                                     | <p>Extracted Load limitations as single multiple loads, capable of single despatch, with airborne re-rig for subsequent despatch (2 passes).</p>                       | <p>limitations as single load only</p>                                                                                                                                 | <p>Certified Extracted Load limitations. Requires further clearance activity to demonstrate the full system capability.</p>                                                                           | <p>Certified Extracted Load limitations as single or multiple loads.</p>                                               |
| <p><b>D</b> The System shall be deployable onto the Drop Zone (DZ) under specified wind and sea state conditions.</p> <p><i>A Score of 40 or less in this requirement will result in your tender being deemed non-compliant</i></p> <p><b>Weighting per SR = 8.0%</b></p>           | <p>System shall demonstrate capability of despatch with a DZ surface wind in excess of 30kts and Sea State 6 (iaw the SRD schedule 3).</p>                                                           | <p>System shall demonstrate capability of despatch with a DZ surface wind maximum of 30kts and up to Sea State 5.</p>                                                      | <p>System shall demonstrate capability of despatch with a DZ surface wind maximum of 25kts and up to Sea State 4.</p>                                                  | <p>System shall demonstrate capability of despatch with a DZ surface wind less than 20kts and up to Sea State 3</p>                                                    | <p>System shall demonstrate capability of despatch with a DZ surface wind less than 10kts.</p>                                                                                                        | <p>The system does not specify DZ surface wind or Sea State limitations</p>                                            |
| <p><b>E</b> The System shall prevent any damage to the payload</p> <p><i>A Score of 40 or less in this requirement will result in your tender being deemed non-compliant</i></p> <p><b>Weighting per SR = 12.0%</b></p>                                                             | <p>System shall demonstrate survivability of the payload to a 99.9% serviceability of both boat and mission critical elements (iaw the SRD schedule 3).</p>                                          | <p>System shall demonstrate survivability of the payload to a 95% serviceability of boat and 99.9% mission critical elements.</p>                                          | <p>System shall demonstrate survivability of the payload to a less than 95% serviceability of boat and between 99.9 and 95% mission critical elements.</p>             | <p>System shall demonstrate survivability of the payload to a less than 95% serviceability of boat and less than 95% mission critical elements.</p>                    | <p>System demonstrates payload and mission critical items are exposed to unacceptable potential damage due to excessive landing forces or during the derigging processes.</p>                         | <p>System demonstrates payload and mission critical items are exposed to unacceptable potential damage on landing.</p> |
| <p><b>F</b> The System shall be capable of configuration within a defined timeframe and held at specified readiness states</p> <p><i>A Score of 20 or less in this requirement will result in your tender being deemed non-compliant</i></p> <p><b>Weighting per SR = 12.0%</b></p> | <p>System shall demonstrate capability to be rigged by 5 trained personnel within 5 hours of receipt of payload and held in this readiness state for excess of 28 days (iaw the SRD schedule 3).</p> | <p>System shall demonstrate capability to be rigged by 5 trained personnel within 8 hours of receipt of payload and held in this readiness state for excess of 28 days</p> | <p>System shall demonstrate capability to be rigged by 5 trained personnel within 5 hours of receipt of payload and held in this readiness state for up to 28 days</p> | <p>System shall demonstrate capability to be rigged by 5 trained personnel within 8 hours of receipt of payload and held in this readiness state for up to 28 days</p> | <p>System shall demonstrate requirement to be rigged by more than 5 trained personnel or greater than within 8 hours of receipt of payload and held in this readiness state for less than 14 days</p> | <p>System demonstrates no timeframe for configuration and fails to identify the readiness state duration</p>           |
| <p><b>G</b> The System shall allow user to</p>                                                                                                                                                                                                                                      | <p>The system demonstrates the capability from arrival on</p>                                                                                                                                        | <p>The system demonstrates the</p>                                                                                                                                         | <p>The system demonstrates the</p>                                                                                                                                     | <p>The system demonstrates the</p>                                                                                                                                     | <p>The system demonstrates a limited</p>                                                                                                                                                              | <p>The system fails to demonstrate time</p>                                                                            |

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| <p>derig payload ready for use within a defined timeframe by day and night.</p> <p><i>A Score of 20 or less in this requirement will result in your tender being deemed non-compliant</i></p> <p><b>Weighting per SR = 6.0%</b></p>                                                                 | <p>the Water DZ to operational status by 2 persons no longer than 10 mins day and night (iaw the SRD schedule 3).</p>                                                                                                                                                               | <p>capability from arrival on the Water DZ to operational status by 2 persons no longer than 20 mins day and night</p>                                                                        | <p>capability from arrival on the Water DZ to operational status by 2 persons no longer than 30 mins day and night</p>                                                                                                          | <p>capability from arrival on the Water DZ to operational status by more than 2 persons to achieve no longer than 30 mins day and night</p>                                                                          | <p>capability from arrival on the Water DZ to a limited readiness status within 1 hour.</p>                                                                               | <p>and manpower required from arrival on the Water DZ to operational status.</p>                                                                           |
| <p><b>H</b> The System shall allow the user to leave no trace during operations but maintain maximum reusability during training.</p> <p><i>A Score of 20 or less in this requirement will result in your tender being deemed non-compliant</i></p> <p><b>Weighting per SR = 6.0%</b></p>           | <p>The system demonstrates capability to sink upon water entry leaving no trace (other than payload) and capable of floating for up to 4 hours in a training scenario (iaw the SRD schedule 3)</p>                                                                                  | <p>The system demonstrates capability to sink upon water entry leaving no trace (other than payload) and capable of floating for up to 3 hours in a .training scenario</p>                    | <p>The system demonstrates capability to sink upon water entry leaving no trace (other than payload) and capable of floating for up to 2 hours in a training scenario</p>                                                       | <p>The system demonstrates capability to sink upon water entry leaving no trace (other than payload) and capable of floating for up to 1 hour in a training scenario</p>                                             | <p>The system demonstrates capability to sink upon water entry leaving no trace (other than payload) but fails to float more than 15 mins in a training scenario</p>      | <p>The System either fails to sink on operations and therefore is detectable, or fails to float on training and requires extensive recovery operations</p> |
| <p><b>I</b> The System shall be provided with all training information, material and media relating to the safe operation and maintenance.</p> <p><i>A Score of 20 or less in this requirement will result in your tender being deemed non-compliant</i></p> <p><b>Weighting per SR = 10.0%</b></p> | <p>The Design Organisation(DO) provides all training information, material and media at a high maturity level, relating to safe operation and maintenance addressed at all users (AD, Crew, Ground Units) fully DSAT compliant and ready for delivery (iaw the SRD schedule 3).</p> | <p>The DO provides all training information, material and media relating to safe operation and maintenance addressed at all users (AD, Crew) fully DSAT compliant and ready for delivery.</p> | <p>The DO provides all training information, material and media relating to safe operation and maintenance addressed at all users (AD, Crew, Ground Units) ready for course design work to develop a DSAT compliant course.</p> | <p>The DO provides limited training information, material and media relating to safe operation and maintenance addressed at specific user group ready for course design work to develop a DSAT compliant course.</p> | <p>The DO provides only basic information requiring further development to support Authority development of training material</p>                                         | <p>The DO provides limited or no training information, material or media to support Authority training development.</p>                                    |
| <p><b>J</b> The system shall be supported by a DAOS accredited DO, compliant with MRP Requirements and Regulatory Articles; Or capable of gaining DAOS accreditation within 6 months of contract award</p>                                                                                          | <p>The Tenderer provides evidence to support as a fully DAOS accredited organisation including for the scope of Extracted Aerial Delivery (iaw the SRD schedule 3).</p>                                                                                                             | <p>The Tenderer provides evidence to support as a fully DAOS accredited organisation including for the scope of Airborne Equipment</p>                                                        | <p>The Tenderer provides evidence to support as a previously DAOS accredited organisation within the scope of Extracted Aerial Delivery or Airborne Equipment undertaking revalidation or will be</p>                           | <p>The Tenderer provides evidence to support as a previously DAOS accredited organisation within the scope of Extracted Aerial Delivery or Airborne Equipment that will be accredited</p>                            | <p>The Tenderer provides evidence to support they have been historically DAOS accredited organisation or demonstrates other National accreditation equivalence within</p> | <p>The Tenderer provides evidence to support they have been historically DAOS accredited organisation or demonstrates other National accreditation</p>     |

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| <i>A Score of 20 or less in this requirement will result in your tender being deemed non-compliant</i><br><br><b>Weighting per SR = 8.0%</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | accredited by contract award or within 6 months of contract award. | by contract award or within 6 months of contract award.                                                                                                                                                                                                                                                                                                                                                                                                               | scope of Airborne Equipment | equivalence with scopes outside of Airborne Equipment |
| <b>K.</b> The system shall be capable of despatch with following tailgate parachutist equipment                                              | <b>PASS</b><br><br>The Tenderer's proposed system shall demonstrate no interference or obstructions to any parachutists or support crew during the tailgate parachutists despatch after a single or multiple payloads .                                                                                                                                                                                                                                                                                                                               |  |                                                                    | <b>FAIL</b><br><br>The Tenderer's proposed system fails to demonstrate any capability for tailgate parachutists or introduces unacceptable interference or obstructions.                                                                                                                                                                                                                                                                                              |                             |                                                       |
| <b>L.</b> The System shall provide capability for securing the payload and ancillary equipment to the LBAD platform                          | <b>PASS</b><br><br>The Tenderer's proposed system shall demonstrate that attachment points and restraint media for restraining the specified payloads are identified and provided at evenly distributed intervals, where applicable the attachment points should be omni directional with clear SWL rating and demonstrate compliance to meet all restraint criteria requirements for all specified payloads. Payload interface attachment points shall be compatible with any release mechanisms and within the SWL of the payload attachment point. |  |                                                                    | <b>FAIL</b><br><br>The Tenderer's proposed system fails to demonstrate sufficient attachment points for restraining payload and/or are not evenly distributed.<br><br>Attachment points may be available but not omni-directional or identified with a SWL rating to demonstrate compliance to meet all restraint criteria requirements.<br><br>Payload interface attachment points may not be compatible with release mechanisms or SWL of payload attachment point. |                             |                                                       |
| <b>M.</b> The System shall be compatible with in Service ACHE                                                                                | <b>PASS</b><br><br>The Tenderer's proposed system demonstrates compatibility with the ATLAS 2000 Transfer Loader, for transit to aircraft, installation and offload procedures (in an aborted/cancelled sortie condition).                                                                                                                                                                                                                                                                                                                            |  |                                                                    | <b>FAIL</b><br><br>The Tenderer's proposed system is not compatible with the ATLAS 2000 Transfer Loader or requires modification of the ATLAS 2000 to be compatible.                                                                                                                                                                                                                                                                                                  |                             |                                                       |
| <b>N.</b> The System shall allow the Authority to design rigging schemes for future payloads without recourse to the DO                      | <b>PASS</b><br><br>The Tenderer's proposed system demonstrates the ability for Authority to design rigging schemes by DO provision of a certified payload envelope supported by documentation identifying limitations applicable to the locating and securing of the payload. (e.g., TD ratings, Platform Concentrated and UD load limitations, support strut limitations, release mechanism limitations)                                                                                                                                             |  |                                                                    | <b>FAIL</b><br><br>The Tenderer's proposed system fails to allow the Authority to design rigging schemes and/or is supported with insufficient evidence of a certified payload envelope identifying limitations applicable to the locating and securing of the payload. (e.g., TD ratings, Platform Concentrated and UD load limitations, support strut limitations, release mechanism limitations)                                                                   |                             |                                                       |

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| <b>O.</b> The System design and operation shall not require any modification to the A/C                                                                                 | <b>PASS</b><br><br>The Tenderer's proposed system demonstrates full integration with all aspects of the Atlas C Mk 1 without requirements to modify the aircraft. Any equipment classified as 'carry-on' requirements should be clearly articulated in documentation and does not constitute an aircraft modification if compliant with the Atlas C Mk 1 Release To Service.                                                                                                               | <b>FAIL</b><br><br>The Tenderer's proposed system fails to demonstrate full integration and/or identifies that the Atlas C Mk 1 would need further modifications to utilise the proposed solution.<br><br>The Tenderer further fails to provide evidence of any 'carry-on' equipment which implies the aircraft would need modification to be compatible.            |
| <b>P.</b> The system shall allow the deployment of a single LBAD System                                                                                                 | <b>PASS</b><br><br>The Tenderer's proposed system shall demonstrate the capability for deployment of a single platform with specified payload, with and without parachutists following, and the ability to conduct separate despatch when 2 individual platforms are installed. Additionally, the system should demonstrate the procedures and equipment to conduct an inflight re-rig for a second platform to allow sequential despatch to be conducted.                                 | <b>FAIL</b><br><br>The Tenderer's proposed system can only be despatched singly, although length and mass limitations demonstrate capability for 2 to be installed.<br><br>The Tenderer's fail to provide sufficient evidence to support the procedures and equipment for conducting a single and/or sequential despatch, including in-flight re-rigging procedures. |
| <b>Q.</b> Maintenance schedules, instructions, operating procedures and cleaning procedures shall be provided for the system and identification of any associated tools | <b>PASS</b><br><br>The Tenderer shall supply all maintenance schedules, instructions, operating and cleaning procedures for all elements of the system including identification of tools to be used during full system use from construction through despatch and recovery. These documents should be clear language and supported with reference drawings/illustrations to enable users to undertake the required activities.                                                             | <b>FAIL</b><br><br>The Tenderer fails to provide requested documentation and/or the documentation is not in clear language or unsupported with appropriate reference drawings/illustrations.                                                                                                                                                                         |
| <b>R.</b> The System shall allow de-rigging without the need for specialist tools on the DZ                                                                             | <b>PASS</b><br><br>The Tenderer's proposed system demonstrates only standard in-service or no tools are required for derigging the payload on a DZ.                                                                                                                                                                                                                                                                                                                                        | <b>FAIL</b><br><br>The Tenderer identifies that specialist tools only are required for derigging a payload on the DZ.                                                                                                                                                                                                                                                |
| <b>S.</b> The System shall incorporate a payload specific airdrop cover                                                                                                 | <b>PASS</b><br><br>The Tenderer's proposed system shall identify all payload specific airdrop covers and demonstrate the cover protects from hazards during the deployment sequence, provides access during rigging process, incorporates any additional payload specific protection devices and can be easily removed upon DZ arrival.                                                                                                                                                    | <b>FAIL</b><br><br>The Tenderer's proposed solution fails to provide a payload airdrop cover or a designed cover fails to meet the requirements for airdrop.                                                                                                                                                                                                         |
| <b>T.</b> The System shall provide sufficient space and HF clearances allowing access for maintenance and operational tasks, when both on-board and off the A/C         | <b>PASS</b><br><br>The Tenderer's proposed system demonstrates all HF related clearances during all stages of operation are clearly identified and that a User can safely conduct all activities. The system should be compliant with the specifications within the ADE TAD, demonstrate no potential for personnel to be trapped inadvertently and provide access to all required elements of the system and encompasses the following activities: Platform preparation, Rigging payload, | <b>FAIL</b><br><br>The Tenderer's proposed solution fails to consider appropriate HF related clearances as identified in the ADE TAD.                                                                                                                                                                                                                                |

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|                                                                                                                                         | LBAD System equipment integration, System installation within aircraft, De-rigging and transportation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                  |
| <b>U.</b> The System shall be operable and maintainable by users wearing operational clothing plus Personal Protective Equipment (PPE). | <b>PASS</b><br>The Tenderer's proposed system demonstrates all activities can be conducted by Users, wearing a range of operational and PPE clothing. There should be no limitations applicable to allow the system to be rigged, installed, despatched, de-rigged and recovered in any conditions, based upon the clothing requirements within the ADE TAD, for all Users to meet operational demands.                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>FAIL</b><br>The Tenderer's proposal demonstrates limitations, unacceptable to the Authority, when conducting user activities in required PPE. |
| <b>V.</b> The System complies with all Mandatory Requirements                                                                           | <b>PASS</b><br>The Tenderer's proposed system demonstrates compliance with the following requirements:<br>1. Defined payload envelope<br>2. Compliance with all DG regulations<br>3. Compliance with all Atlas C Mk 1 Limitations (Overall, Dimensional, Structural, Loading and specific equipment)<br>4. Compliance with all Lifting (LOLER) and Transportation Criteria<br>5. No physical or structural damage to the aircraft or equipment<br>6. Compliance with legislative regulations (Environmental, Electromagnetic, SMS, HF, and CM) at all stages of operation<br>7. Compliance with applicable RA's and within aircraft and AE design safety targets<br>8. Supported by a full Airborne Equipment System Document Set<br>9. No SPOF introduced<br>10. Demonstrate reliability and maintainability data to support in use scenarios | <b>FAIL</b><br>Fails to comply with one or more MANDATORY requirements                                                                           |
| <b>W.</b> Compliance with meeting the minimum VVRM pass criteria of greater than 0 in specific System Requirements                      | <b>PASS</b><br>The Tenderer proposed system meets the minimum pass criteria of a VVRM score greater than 0 in the following specific System Requirements: SR1.19, SR1.20, SR1.23, SR1.24, SR2.12, SR4.3, SRHF-003, SRHF-004, SRHF-005, SRHF-007, SRHF-008, SRHF-009, SRHF-010, SRHF-011, SRHF-012, SRHF-013, SRHF-015, SRHF-017, SRHF-018, SRHF-019, SRHF-024, SRHF-028, SRHF-029, SRHF-031, SRHF-032, SRHF-033, SRHF-036, SRHF-038 and SRHF-039                                                                                                                                                                                                                                                                                                                                                                                               | <b>FAIL</b><br>Fails to achieve the minimum VVRM pass criteria in one or more specified System Requirements                                      |
| <b>X.</b> Compliance with meeting the minimum VVRM pass criteria of greater than 10 in specific System Requirements                     | <b>PASS</b><br>The Tenderer proposed system meets the minimum pass criteria of a VVRM score greater than 10 in the following specific System Requirements: SR1.5, SR1.8, SR1.9, SR1.10, SR1.18, SR1.21, SR1.27, SR1.28, SR1.34, SR1.36, SR3.17, SR3.18, SR4.1, SR5.3, SR5.6, SR7.11, SR8.2, SR8.3, SRHF-020,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>FAIL</b><br>Fails to achieve the minimum VVRM pass criteria in one or more specified System Requirements                                      |

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|                                                                                                                     | SRHF-021, SRHF-022, SRHF-023, SRHF-025, SRHF-026, SRHF-027, SRHF-030, SRHF-034, SRHF-035, SRHF-037 and SRHF-040                                                                                                                                                                                                                                                    |                                                                                                             |
| <b>Y.</b> Compliance with meeting the minimum VVRM pass criteria of greater than 30 in specific System Requirements | <b>PASS</b><br>The Tenderer proposed system meets the minimum pass criteria of a VVRM score greater than 30 in the following specific System Requirements:<br>SR1.11, SR1.12, SR1.26, SR1.32, SR1.33, SR1.38, SR1.41, SR2.2, SR2.7, SR2.11, SR3.15, SR3.16, SR3.19, SR4.9, SR4.11, SR4.15, SR4.16, SR5.2, SR5.4, SR5.5, SR6.6, SR6.31, SR7.13, SR7.26 and SRHF-006 | <b>FAIL</b><br>Fails to achieve the minimum VVRM pass criteria in one or more specified System Requirements |
| <b>Z.</b> Compliance with meeting the minimum VVRM pass criteria of greater than 50 in specific System Requirements | <b>PASS</b><br>The Tenderer proposed system meets the minimum pass criteria of a VVRM score greater than 50 in the following specific System Requirements:<br>SR1.25, SR1.37, SR2.3, SR2.8, SR2.9, SR3.3, SR3.4, SR3.6, SR4.4, SR4.17, SR4.18, SR6.26, SR6.28, SR7.15, SR7.17, SR7.18, SR7.21, SR7.22, SR7.24 and SR8.1                                            | <b>FAIL</b><br>Fails to achieve the minimum VVRM pass criteria in one or more specified System Requirements |

Table SD.3 - Contractor Delivery Plan – Tranche 1

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 100 – Excellent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 70 – Good                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 30 – Adequate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0 – Inadequate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <p><b><u>Contractor Delivery Plan – Tranche 1</u></b></p> <p>Weighting: 17%</p> <p><b>Purpose:</b></p> <p>The Authority wishes to understand how Tenderers intend to deliver Tranche 1 and related LBAD equipment by the required timescales.</p> <p><b>Evaluation Question:</b></p> <p>There is no character limit to this question. The Tenderer will respond by completing the Delivery Plan iaw Data Item Description (DID) 1 and 2.</p> <p><b>Award Criteria:</b></p> <p>Provision of a Contractor Delivery Plan that covers DID1 and DID 2 requirements and provides delivery lead times for the following Tranche 1 and related equipment:</p> <ol style="list-style-type: none"> <li>1. Spares Package 1 (SOR 1.1)</li> <li>2. Support and Test Equipment 1 (SOR 1.2)</li> <li>3. Tranche 1 (SOR 1.3)</li> <li>4. Air Drop Payload Covers 1 (SOR 1.4)</li> </ol> | <p>The Tenderer gives the Authority complete confidence that the Contractor Delivery Plan relating to Tranche 1 and related equipment is achievable and presents minimal level of risk of delay.</p> <p>The Tenderer is able to deliver all Tranche 1 and related equipment within three months of Contract award.</p> <p>The Tenderer instils in the Authority complete confidence of their offer of Spares Package 1, demonstrated by the modelling evidence of the numbers of spares and consumables required to allow the 15 air drops.</p> <p>The Tenderer provides excellent evidence of their Support and Test Equipment 1 offer, which instils complete confidence levels to the Authority</p> | <p>The Tenderer gives the Authority high levels of confidence that the Contractor Delivery Plan relating to Tranche 1 and related equipment is achievable and only presents a small level of risk of delay.</p> <p>For all Tranche 1 and related equipment the Contractor Delivery Plan states a lead time between &gt;3 and ≤6 months of Contract award.</p> <p>The Tenderer instils in the Authority high levels of confidence of their offer of Spares Package 1, demonstrated by the modelling evidence of the numbers of spares and consumables required to allow the 15 air drops.</p> <p>The Tenderer provides very good evidence of their Support and Test Equipment 1 offer, which instils high confidence levels to the Authority.</p> | <p>The Tenderer gives the Authority reasonable levels of confidence that the Contractor Delivery Plan relating to Tranche 1 and related equipment is achievable and presents a high level of risk of delay.</p> <p>For all Tranche 1 and related equipment the Contractor Delivery Plan states a lead time between &gt;6 and ≤12 months of Contract award.</p> <p>The Tenderer instils in the Authority low confidence of their offer of Spares Package 1, demonstrated by the limited evidence of the numbers of spares and consumables required to allow the 15 air drops.</p> <p>The Tenderer provides limited evidence of their Support and Test Equipment 1 offer, which instils low confidence levels to the Authority.</p> | <p>The Tenderer fails to provide a Contractor Delivery Plan or does not instil any confidence to the Authority of their ability to deliver all Tranche 1 and related equipment for the Flight Test Programme.</p> <p>For all Tranche 1 and related equipment, the Contractor Delivery Plan states a lead time &gt;12 months of Contract award.</p> <p>The Tenderer has not supplied sufficient evidence to give the Authority sufficient confidence around the quantities of Spares and consumables or Support and Test Equipment in their Tender.</p> |

Table SD.4 - Contractor Delivery Plan – Tranches 2

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 100 – Excellent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 70 – Good                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 30 – Adequate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0 – Inadequate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>Contractor Delivery Plan – Tranches 2</u></b></p> <p>Weighting: 15%</p> <p><b>Purpose:</b></p> <p>The Authority wishes to understand how Tenderers intend to deliver Tranche 2.</p> <p><b>Evaluation Question:</b></p> <p>There is no character limit to this question. The Tenderer will respond by completing the Delivery Plan iaw DID 1 and 2.</p> <p><b>Award Criteria:</b></p> <p>Provision of a Contractor Delivery Plan, which covers DID1 and DID 2 requirements and provides delivery lead times for Tranche 2-and the following related equipment:</p> <ol style="list-style-type: none"> <li>1. Spares Package 2 (SOR 1.5)</li> <li>2. Tranche 2 (SOR 1.6)</li> <li>3. Air Drop Payload Covers 2 (SOR 1.7)</li> <li>4. Support &amp; Test Equipment 2 (SOR 1.8)</li> </ol> | <p>The Tenderer gives the Authority complete confidence that the Contractor Delivery Plan relating to Tranche 2 equipment is viable, achievable and presents minimal risk of delay.</p> <p>For Tranche 2 and related equipment combined, the Contractor Delivery Plan states lead times between 0 and 6 months of the Authority placing its order.</p> <p>The Tenderer instils in the Authority complete confidence of their offer of Spares Package 2, demonstrated by the modelling evidence of the numbers of spares and consumables required to allow the 65 air drops.</p> <p>The Tenderer provides excellent evidence of their Support and Test Equipment 2 offer, which instils complete confidence levels to the Authority</p> | <p>The Tenderer gives the Authority very high levels of confidence that the Contractor Delivery Plan relating to Tranches 2 equipment is viable, achievable and presents minimal risk of delay.</p> <p>For Tranche 2 and related equipment combined, the Contractor Delivery Plan states lead times &gt; 6 and ≤ 9 months of the Authority placing its order.</p> <p>The Tenderer instils in the Authority high levels of confidence of their offer of Spares Package 2, demonstrated by the modelling evidence of the numbers of spares and consumables required to allow the 65 air drops.</p> <p>The Tenderer provides very good evidence of their Support and Test Equipment 2 offer, which instils high confidence levels to the Authority.</p> | <p>The Tenderer gives the Authority reasonable levels of confidence that the Contractor Delivery Plan relating to Tranches 2 equipment is viable, achievable and presents minimal risk of delay.</p> <p>For Tranche 2 and related equipment combined, the Contractor Delivery Plan states lead times for manufacture and delivery as &gt; 9 months and ≤ 12 months.</p> <p>The Tenderer instils in the Authority low confidence of their offer of Spares Package 2, demonstrated by the limited evidence of the numbers of spares and consumables required to allow the 65 air drops.</p> <p>The Tenderer provides limited evidence of their Support and Test Equipment 2 offer, which instils low confidence levels to the Authority</p> | <p>The Tenderer fails to provide a Contractor Delivery Plan or does not instil confidence to the Authority of the ability to deliver all equipment for Tranches 2.</p> <p>For Tranche 2 and related equipment, the Contractor Delivery Plan states lead times for manufacture and delivery as &gt; 12 months.</p> <p>The Tenderer has not supplied sufficient evidence to give the Authority sufficient confidence around the quantities of Spares and consumables or Support and Test Equipment in their Tender.</p> |



Table SD.5 - Safety and Engineering Management Plans

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 100 – Excellent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 70 – Very Good                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 30 – Good                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 10 – Adequate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0 – Inadequate                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>Safety and Engineering Documentation</u></b></p> <p>Weighting 6%</p> <p><b>Purpose:</b></p> <p>The Authority wishes to understand how Tenderers intend to Manufacture, Certify, Configure, Control and Assess the LBAD System (including all components) and manage safety of the LBAD solution. The Authority seeks confidence that the Tenderer can effectively demonstrate and document all engineering and safety aspects of the LBAD requirements post Contract award.</p> <p><b>Evaluation Question:</b></p> <p>There is no character limit to this question. The Tenderer will respond by completing the Engineering and Safety Documentation below to the required standard at Tender iaw the relevant DID:</p> <ul style="list-style-type: none"> <li>• Engineering Management Plan (DID 5)</li> <li>• Safety Management Plan (DID 6)</li> <li>• Hazard Log Report (DID 7)</li> <li>• Programmable Elements Safety Summary Report (DID 8)</li> <li>• Environmental Data Pack (DID 9)</li> <li>• Human Factors Integration (HFI) Plan and Annexes (DID 10)</li> <li>• ARM Plan (DID 11)</li> <li>• Test Reports and Results (DID 12)</li> <li>• Disposal Plan (DID 14)</li> </ul> | <p>The Tenderer has provided comprehensive Safety and Engineering Documentation which provides an excellent level of detail as to how the requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has given absolute clarity to the Authority through their Safety and Engineering Documentation as to how they Manufacture, Certify, Configure, Control and Assess the LBAD System and manage the Safety of the LBAD Contract.</p> <p>Response uses recognised Engineering and Safety terminology, with the Tenderer instilling complete confidence as a trustworthy delivery partner who will deliver against the requirements.</p> | <p>The Tenderer has provided comprehensive Safety and Engineering Documentation which provides a very good level of detail as to how the requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has given a high level of clarity to the Authority through their Safety and Engineering Documentation as to how they Manufacture, Certify, Configure, Control and Assess the LBAD System and manage the Safety of the LBAD Contract.</p> <p>Response uses recognised Engineering and Safety terminology, with the Tenderer instilling very good confidence as a trustworthy delivery partner who will deliver against the requirements.</p> | <p>The Tenderer has provided Safety and Engineering Documentation which provides a good level of detail as to how the requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has given clarity to the Authority through their Safety and Engineering Documentation as to how they Manufacture, Certify, Configure, Control and Assess the LBAD System and manage the Safety of the LBAD Contract.</p> <p>Response uses recognised Engineering and Safety terminology, with the Tenderer instilling confidence as a trustworthy delivery partner who will deliver against the requirements.</p> | <p>The Tenderer has provided the Safety and Engineering Documentation which provides a reasonable level of detail but lacks clarity as to how the requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has stated to the Authority through their Safety and Engineering Documentation as to how they Manufacture, Certify, Configure, Control and Assess the LBAD System and manage the Safety of the LBAD solution.</p> <p>Response uses some recognised Engineering and Safety terminology, with the Tenderer instilling limited confidence as a trustworthy delivery partner who will deliver against the requirements.</p> | <p>The Tenderer fails to provide a required document, as listed, and/or the submitted documents contain no level of detail and clarity for the Authority to determine confidence and trustworthiness in the Tenderer as a delivery partner against the requirements.</p> |

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 100 – Excellent | 70 – Very Good | 30 – Good | 10 – Adequate | 0 – Inadequate |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|-----------|---------------|----------------|
| <ul style="list-style-type: none"> <li>▪ Certificates of Design (DID 15)</li> <li>▪ Equipment Safety Assessment (DID 16)</li> <li>▪ Legislation and Standards Register (DID 17)</li> <li>▪ Technical Publications Management Plan (DID 20)</li> </ul> <p>These documents will outline all Engineering and Safety aspects required to support the Tenderer's LBAD solution. It should include engineering, safety and quality documentation from Tenderer suppliers as part of the LBAD System.</p> <p>It should cover the Tenderer's continued engineering, safety and quality commitment to supporting the LBAD solution in service through timely responses to technical information requests and any post design services.</p> <p><b>Award Criteria:</b></p> <p>Provision of required documents and plans at sufficient level of detail as requested through the DID for Tender (Final or Draft) and commitment for completion after Contract award and subsequent maintenance of documentation for the duration of the Contract.</p> |                 |                |           |               |                |

Table SD.6 - In Service Support Plans

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 100 – Excellent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 70 – Good                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 30 – Adequate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0 – Inadequate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>In Service Support Plans</u></b></p> <p>Weighting: 2%</p> <p><b>Purpose:</b></p> <p>The Authority wishes to understand how Tenderers intend to set up the Authority's service requirements and in service support through the life of the contract.</p> <p><b>Evaluation Question:</b></p> <p>There is no character limit to this question. The Tenderer will respond by completing the In Service Support Plan documentation below to the required standard at Tender iaw the relevant DID:</p> <p>Obsolescence Management Plan (DID 4)<br/>Configuration Management Plan (DID 3)<br/>Service and Support Management Plan (DID 13)</p> | <p>The Tenderer has provided a comprehensive set of In Service Support Plans that provides an excellent level of detail as to how the Authority's requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has given absolute clarity to the Authority through the documentation set as to how they will manage delivery of LBAD in-service support.</p> <p>Response uses recognised logistic terminology, with the Tenderer instilling excellent confidence as a reliable and trustworthy delivery partner who will deliver against their commitment.</p> | <p>The Tenderer has provided a comprehensive set of In Service Support Plans that provides a good level of detail as to how the requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has given a high level of clarity to the Authority through the documentation set as to how they will manage delivery of LBAD in-service support.</p> <p>Response uses recognised logistic terminology, with the Tenderer instilling good confidence as a reliable and trustworthy delivery partner who will deliver against their commitment.</p> | <p>The Tenderer has provided an acceptable set of In Service Support Plans that provides acceptable detail as to how the requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has given limited level of clarity to the Authority through the documentation set as to how they will manage delivery of LBAD in-service support.</p> <p>Response uses recognised logistic terminology, with the Tenderer instilling limited confidence as a reliable and trustworthy delivery partner who will deliver against their commitment.</p> | <p>The Tenderer has provided a set of In Service Support Plans that provides an inadequate level of detail as to how the requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has given insufficient clarity to the Authority through the documentation as to how they will manage delivery of LBAD in-service support.</p> <p>Response makes insufficient use of recognised logistic terminology, with the Tenderer instilling low confidence as a reliable and trustworthy delivery partner who will deliver against their commitment.</p> |

Table SD.7 - Quality Assurance

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 100 – Excellent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 70 – Very Good                                                                                                                                                                                                             | 30 – Good                                                                                                                                                                                                 | 10 – Adequate                                                                                                                                                                                | 0 – Inadequate                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Quality Assurance</b></p> <p><b><u>Weighting 2%</u></b></p> <p><b>Purpose:</b></p> <p>The Authority wishes to understand the Tenderer's responses to nonconformance within their Quality Management System (QMS).</p> <p><b>Evaluation Question:</b></p> <p>Does the Tenderer organisation have any open nonconformities (major or minor) against the organisation's Quality Management System (QMS) issued by the QMS 3rd party Certification Body, and if so, how is the organisation going to ensure that this will not impact their fulfilment of contractual requirements?</p> <p><b>Award criteria:</b></p> <p>The Tenderer will provide a supporting statement that demonstrates that corrective action and/or containment actions will be implemented in a timely manner to ensure that the Authority is not unduly exposed to risk.</p> | <p>The response is comprehensive, unambiguous and demonstrates active engagement to address the nonconformity, through the establishment and review of containment action to prevent any associated risks impacting on the achievement of contractual requirements.</p> <p>Corrective actions have been implemented and monitored, following the application of root cause analysis and appropriate metrics have been put in place to ensure that the corrective actions are effective.</p> <p>Alternatively, the potential provider has no QMS certification body identified nonconformities.</p> | <p>The response demonstrates that containment actions are in hand to prevent any immediate risk to the Authority and that corrective actions have been identified and that plans are in place for their implementation</p> | <p>The response addresses some of the corrective actions to address the nonconformance but contains insufficient/ limited detail or explanation of how the contractual requirements will be impacted.</p> | <p>The response addresses some of the elements of the nonconformity but does not fully detail or explain how the nonconformity will be addressed/resolved or how it impacts the contract</p> | <p>Nil or inadequate response. Fails to demonstrate an ability to address the nonconformity and meet the contractual requirements</p> |

## The Cost Element of the Weighted Value For Money Index Evaluation (Stage 4)

### Weighted Value For Money Index Evaluation

Only those Tenders that have passed the Commercial and Technical compliance matrices (Stages 1 to 2) will be assessed in the Weighted Value For Money Index Evaluation. Tenderers must achieve an overall score of Acceptable in their Commercial and Technical compliance matrices in order to proceed to the next stage of the evaluation.

The Weighted Value For Money Index Evaluation will be derived from an assessment of Tenderers' technical deliverables, performance of their LBAD solution at Ground Assessment, and cost. The Authority will divide the total score of the non-cost (technical) criteria by the tender cost. It ranks tenders on the technical quality (represented by the Technical score) for each £ (or £k or £m) of cost. A further weighting will be applied by applying a factor to the technical and cost scores, using the following calculation:

$$\frac{\text{Non - cost score} \frac{wQ}{wC}}{\text{cost}}$$

Where:

wQ = weighting of non-cost criteria – **The Technical (Non-Cost) weighting for this Evaluation is 55%**

wC = weighting applied to cost – **The Cost weighting for this Evaluation is 45%**

In order for Tenderers to understand how their Tender will be evaluated by this formula, an example Weighted Value For Money Index Evaluation has been attached separately at Appendix 3 to Annex B to the DEFFORM 47.

Tenderers are required to input their costs by completing the Tender Cost Matrix at Appendix 3 to Annex B to DEFFORM 47 and submitting this with their Tender response. The successful Tenderer's Tender Cost Matrix information will be placed within the relevant Contract Pricing Tables and Schedule of Requirements at Schedule 2 of the Draft Contract.

You must evidence and explain each step of your cost calculation and the Authority reserves the right to seek clarification on your calculations and/or require changes through the clarification process should it deem that calculation errors have been made.

### Determining the Most Economically Advantageous Tender (MEAT)

A value for money rating will be calculated for all Tenderers utilising the answers and information provided in the Tender and the scores provided by the Authority against these answers and information.

The Tender with the highest value for money rating will be considered the MEAT and will be considered the 'winning tenderer'. For the avoidance of doubt the highest rating will be the highest positive number as a result of the calculation.

In the event that 2 or more Tenders have equal highest value for money rating the Final Tender with the lowest cost will be considered the MEAT.

**Appendix 1 to Annex B - Commercial Compliance Matrix (SOR)**

(Attached Separately)

**Appendix 2 to Annex B – Technical Compliance (SRD)**

[Attached Separately]

**Appendix 3 to Annex B – Tender Price Matrix**

Tenderers are required to input prices against a number of requirement lines linked to activities required under the Contract.

The Pricing element will be based upon a Tender Assessment Pricing Scenario as per clauses F.30 – F.33 above.

A summary of these activities and against which Pricing Table they will need to be costed is provided below. This summary table also explains how Tenderers should calculate The Total Value of Tender for the purposes of completing DEFFORM 47 Annex A. Additionally, explanation is provided on how the Cost element of the Tender Evaluation will be derived from the prices provided and calculated to assign your Tender a total cost.

The below table provides a summary of the Pricing Table:

| <b>Requirement/Evaluation Description<br/>(SOR Item No)</b>    | <b>Relevant<br/>Pricing<br/>Table</b> | <b>Treatment for DEFFORM<br/>47 Annex A (ex VAT) (price<br/>to be presented as a total<br/>sum)</b>                                         | <b>Treatment for Evaluation<br/>(all ex VAT)</b>                   | <b>Notes</b> |
|----------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------|
| <b>Requirement 1.1</b> – Initial Provision<br>Spares Package 1 | 1                                     | Include full cost of provision<br>and delivery of sufficient<br>spares and consumables to<br>support 15 aerial drops for<br>Flight Trial 1. | Cost contributes to full tender price<br>and is evaluated in full. | N/A          |
| <b>Requirement 1.2</b> – Support and Test<br>Equipment 1       | 2                                     | Include full cost of Support<br>and Test Equipment as per<br>Schedule 2 guidance                                                            | Cost contributes to full tender price<br>and is evaluated in full. | N/A          |
| <b>Requirement 1.3</b> – Tranche 1                             | 3                                     | Include full cost of:<br>x 2 off. LBAD Platforms<br>x 6 off. Parachute Sets<br>x 2 off. Ancillary Sets                                      | Cost contributes to full tender price<br>and is evaluated in full. | N/A          |
| <b>Requirement 1.4</b> – Air Drop Payload<br>Covers 1          | 4                                     | Include full cost of 7 off. Air<br>Drop Payload Covers for                                                                                  | Cost contributes to full tender price<br>and is evaluated in full. | N/A          |



| Requirement/Evaluation Description<br>(SOR Item No)       | Relevant<br>Pricing<br>Table | Treatment for DEFFORM<br>47 Annex A (ex VAT) (price<br>to be presented as a total<br>sum)                                                                                 | Treatment for Evaluation<br>(all ex VAT)                           | Notes                                                                                                                                                                  |
|-----------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                           |                              | Maritime Interdiction Craft<br>(Medium)                                                                                                                                   |                                                                    |                                                                                                                                                                        |
| <b>Requirement 1.5 – Spares Package 2</b>                 | 5                            | Include full cost of provision<br>and delivery of sufficient<br>spares and consumables to<br>support 65 aerial drops                                                      | Cost contributes to full tender price<br>and is evaluated in full. | Whilst listed as a<br>Discretionary Option, for<br>the purposes of tender<br>evaluation this cost will be<br>evaluated in full as part of<br>the overall tender price. |
| <b>Requirement 1.6 – Tranche 2</b>                        | 6                            | Include full cost of:<br>x 6 off. LBAD Platform<br>x 7 off. Parachute Sets<br>x 6 off. Ancillary Sets                                                                     | Cost contributes to full tender price<br>and is evaluated in full. | Whilst listed as a<br>Discretionary Option, for<br>the purposes of tender<br>evaluation this cost will be<br>evaluated in full as part of<br>the overall tender price. |
| <b>Requirement 1.7 – Air Drop Payload<br/>Covers 2</b>    | 7                            | Include full cost of Airdrop<br>Payload Covers for:<br>Littoral Patrol Boat x 6 off.<br>Riverine Patrol Craft x 5 off.<br>Maritime Interdiction Craft<br>(Heavy) x 7 off. | Cost contributes to full tender price<br>and is evaluated in full. | Whilst listed as a<br>Discretionary Option, for<br>the purposes of tender<br>evaluation this cost will be<br>evaluated in full as part of<br>the overall tender price. |
| <b>Requirement 1.8 – Support and Test<br/>Equipment 2</b> | 8                            | Include full cost of Support<br>and Test Equipment as per<br>Schedule 2 guidance                                                                                          | Cost contributes to full tender price<br>and is evaluated in full. | Whilst listed as a<br>Discretionary Option, for<br>the purposes of tender<br>evaluation this cost will be<br>evaluated in full as part of<br>the overall tender price. |
| <b>Requirement 1.9 – Tranche 3</b>                        | 9                            | Include full cost of:<br>x 4 off. LBAD Platform<br>x 4 off. Parachute Sets                                                                                                | Cost contributes to full tender price<br>and is evaluated in full. | Whilst listed as a<br>Discretionary Option, for<br>the purposes of tender                                                                                              |

| Requirement/Evaluation Description<br>(SOR Item No) | Relevant<br>Pricing<br>Table | Treatment for DEFFORM<br>47 Annex A (ex VAT) (price<br>to be presented as a total<br>sum)                                 | Treatment for Evaluation<br>(all ex VAT)                        | Notes                                                                                                                                                   |
|-----------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                     |                              | x 4 off. Ancillary Sets                                                                                                   |                                                                 | evaluation this cost will be evaluated in full as part of the overall tender price.                                                                     |
| <b>Requirement 1.10 – Tranche 4</b>                 | 10                           | Include full cost of:<br>x 7 off. LBAD Platform<br>x 6 off. Parachute Sets<br>x 7 off. Ancillary Sets                     | Cost contributes to full tender price and is evaluated in full. | Whilst listed as a Discretionary Option, for the purposes of tender evaluation this cost will be evaluated in full as part of the overall tender price. |
| <b>Requirement 1.11 – Tranche 5</b>                 | 11                           | Include full cost of:<br>x 6 off. LBAD Platform<br>x 6 off. Ancillary Sets                                                | Cost contributes to full tender price and is evaluated in full. | Whilst listed as a Discretionary Option, for the purposes of tender evaluation this cost will be evaluated in full as part of the overall tender price. |
| <b>Requirement 2 – Flight Trial Support</b>         | 12                           | Include up to 75 hours of Contractor support to be dedicated solely to flight trials                                      | Cost contributes to full tender price and is evaluated in full. | N/A                                                                                                                                                     |
| <b>Requirement 3 - Services</b>                     | 13                           | Include cost per year for 4 years for Schedule 2 Serials 3.1.1 to 3.1.24, Schedule 2 Section 5, and Schedule 2 Section 6. | Cost contributes to full tender price and is evaluated in full. | N/A.                                                                                                                                                    |
| <b>Requirement 4.1 – Technical Queries</b>          | 14                           | Include the cost of up to 240 hours per annum.                                                                            | Cost contributes to full tender price and is evaluated in full. | The total price of 240 hours shall become a Limit of Liability, to be drawn down as used per year.                                                      |
| <b>Requirement 4.2 – Fault Investigations</b>       | 14                           | Include the cost of up to 240 hours per annum.                                                                            | Cost contributes to full tender price and is evaluated in full. | The total price of 240 hours shall become a Limit of                                                                                                    |

| Requirement/Evaluation Description<br>(SOR Item No)      | Relevant<br>Pricing<br>Table | Treatment for DEFFORM<br>47 Annex A (ex VAT) (price<br>to be presented as a total<br>sum)                                              | Treatment for Evaluation<br>(all ex VAT)                                                                                                                                                | Notes                                                                                                                                                          |
|----------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                          |                              |                                                                                                                                        |                                                                                                                                                                                         | Liability, to be drawn down<br>as used per year.                                                                                                               |
| <b>Requirement 4.3 – Quality Occurrence Reports</b>      | 14                           | Include the cost of up to 240 hours per annum.                                                                                         | Cost contributes to full tender price and is evaluated in full.                                                                                                                         | The total price of 240 hours shall become a Limit of Liability, to be drawn down as used per year.                                                             |
| <b>Requirement 5 - Emergent Work (including T&amp;S)</b> | 15                           | Include rates within the Pricing Table 17 below to generate a representative Tender price.                                             | Cost to be based on the scenario set within Section F para 32. This representative tender price shall be the evaluation cost and evaluated in full as part of the overall tender price. | This work will be enacted as required during the Contract Term and charged on the basis of ascertained costs + profit and labour rates iaw your Tender prices. |
| <b>Requirement – Spares Re-Provisioning</b>              | 16                           | Please include the cost of 2 years Spares supply to support 40 Drops per annum.                                                        | Cost contributes to full tender price and is evaluated in full.                                                                                                                         | N/A                                                                                                                                                            |
| <b>Contract Extension Options</b>                        | 17                           | Include cost for Contract Extension of Services (Schedule 2 Serials 3.1.1 to 3.1.24, Schedule 2, Section 5, and Schedule 2 Section 6.) | N/A                                                                                                                                                                                     | N/A                                                                                                                                                            |

All pricing tables contain discrete elements of the Tender price which should be directly lifted into the Schedule of Requirements within the Contract Terms and Conditions and the Payment Plan.

#### Information relating to Pricing Table 1

Pricing Table 1 is to cover the Initial Provision Spares Package 1 in association with the Schedule 2 requirements.

**Table 1:**

| Requirement to be priced           | Contractor Price                    | Pricing Assumptions                              |
|------------------------------------|-------------------------------------|--------------------------------------------------|
| Initial Provision Spares Package 1 | [Please input your Firm Price here] | Price to be FIRM and is based on 20 aerial drops |

#### Information relating to Pricing Table 2

Pricing Table 2 is to cover the Support and Test Equipment 1 in association with the Schedule 2 requirements.

**Table 2:**

| Requirement to be priced     | Contractor Price                    | Pricing Assumptions |
|------------------------------|-------------------------------------|---------------------|
| Support and Test Equipment 1 | [Please input your Firm Price here] | N/A                 |

#### Information relating to Pricing Table 3

Pricing Table 3 is to cover Tranche 3 in association with the Schedule 2 requirements.

**Table 3:**

| Requirement to be priced | Contractor Price                    | Pricing Assumptions |
|--------------------------|-------------------------------------|---------------------|
| x 2 off. LBAD Platforms  | [Please input your Firm Price here] | N/A                 |
| x 6 off. Parachute Sets  | [Please input your Firm Price here] | N/A                 |
| x 2 off. Ancillary Sets  | [Please input your Firm Price here] | N/A                 |

#### Information relating to Pricing Table 4

Pricing Table 4 is to cover Air Drop Payload Covers for Tranche 1, specifically the Maritime Interdiction Craft (Medium) boat variant.

**Table 4:**

| Requirement to be priced                                                | Contractor Price                    | Pricing Assumptions |
|-------------------------------------------------------------------------|-------------------------------------|---------------------|
| 7 off. Air Drop Payload Covers for Maritime Interdiction Craft (Medium) | [Please input your Firm Price here] | N/A                 |

**Information relating to Pricing Table 5**

Pricing Table 5 is to cover Spares Package 2 in association with the Schedule 2 requirements.

**Table 5:**

| Requirement to be priced | Contractor Price                    | Pricing Assumptions                                                                        |
|--------------------------|-------------------------------------|--------------------------------------------------------------------------------------------|
| Spares Package 2         | [Please input your Firm Price here] | Price to be FIRM and based on 40 aerial drops, actionable if Discretionary Option is taken |

**Information relating to Pricing Table 6**

Pricing Table 6 is to cover Tranche 2 in association with the Schedule 2 requirements.

**Table 6:**

| Requirement to be priced | Contractor Price                    | Pricing Assumptions                                              |
|--------------------------|-------------------------------------|------------------------------------------------------------------|
| x 6 off. LBAD Platform   | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |
| x 7 off. Parachute Sets  | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |
| x 6 off. Ancillary Sets  | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |

**Information relating to Pricing Table 7**

Pricing Table 7 is to cover Air Drop Payload Covers for Tranche 2 across multiple boat variants.

**Table 7:**

| Requirement to be priced                        | Contractor Price                    | Pricing Assumptions                                              |
|-------------------------------------------------|-------------------------------------|------------------------------------------------------------------|
| Littoral Patrol Boat x 6 off.                   | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |
| Riverine Patrol Craft x 5 off.                  | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |
| Maritime Interdiction Craft (Heavy)<br>x 7 off. | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |

**Information relating to Pricing Table 8**

Pricing Table 8 is to cover the Support and Test Equipment 2 in association with the Schedule 2 requirements.

**Table 8:**

| Requirement to be priced     | Contractor Price                    | Pricing Assumptions                                              |
|------------------------------|-------------------------------------|------------------------------------------------------------------|
| Support and Test Equipment 2 | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |

**Information relating to Pricing Table 9**

Pricing Table 9 is to cover Tranche 3 in association with the Schedule 2 requirements.

**Table 9:**

| Requirement to be priced | Contractor Price                    | Pricing Assumptions                                              |
|--------------------------|-------------------------------------|------------------------------------------------------------------|
| x 4 off. LBAD Platform   | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |
| x 4 off. Parachute Sets  | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |
| x 4 off. Ancillary Sets  | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |

**Information relating to Pricing Table 10**

Pricing Table 10 is to cover Tranche 4 in association with the Schedule 2 requirements.

**Table 10:**

| Requirement to be priced | Contractor Price                    | Pricing Assumptions                                              |
|--------------------------|-------------------------------------|------------------------------------------------------------------|
| x 7 off. LBAD Platform   | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |
| x 6 off. Parachute Sets  | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |
| x 7 off. Ancillary Sets  | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |

**Information relating to Pricing Table 11**

Pricing Table 11 is to cover Tranche 5 in association with the Schedule 2 requirements.

**Table 11:**

| Requirement to be priced | Contractor Price                    | Pricing Assumptions                                              |
|--------------------------|-------------------------------------|------------------------------------------------------------------|
| x 6 off. LBAD Platform   | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |
| x 6 off. Ancillary Sets  | [Please input your Firm Price here] | Price to be FIRM and actionable if Discretionary Option is taken |

**Information relating to Pricing Table 12**

Pricing Table 12 is to cover the Flight Trial Support in association with the Schedule 2 requirements.

**Table 12:**

| Requirement to be priced        | Contractor Price                    | Pricing Assumptions                           |
|---------------------------------|-------------------------------------|-----------------------------------------------|
| Flight Trial Support – 75 hours | [Please input your Firm Price here] | Assumed to be a maximum of 75 hours required. |

**Information relating to Pricing Table 13**

Pricing Table 13 is to cover the first four years of Services in association with the Schedule 2 requirements.

**Table 13:**

| Requirement to be priced | Contractor Price                    | Pricing Assumptions |
|--------------------------|-------------------------------------|---------------------|
| Services – Year 1        | [Please input your Firm Price here] | N/A                 |
| Services – Year 2        | [Please input your Firm Price here] | N/A                 |
| Services – Year 3        | [Please input your Firm Price here] | N/A                 |
| Services – Year 4        | [Please input your Firm Price here] | N/A                 |

**Information relating to Pricing Table 14**

Pricing Table 14 is to cover the Technical Services for the first four years in association with the Schedule 2 requirements.

**Table 14:**

| <b>Requirement to be priced</b>     | <b>Contractor Price</b>                           | <b>Limit of Liability Pricing Assumptions</b>                    |
|-------------------------------------|---------------------------------------------------|------------------------------------------------------------------|
| Technical Queries – Year 1          | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Technical Queries – Year 2          | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Technical Queries – Year 3          | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Technical Queries – Year 4          | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Fault Investigations – Year 1       | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Fault Investigations – Year 2       | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Fault Investigations – Year 3       | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Fault Investigations – Year 4       | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Quality Occurrence Reports – Year 1 | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Quality Occurrence Reports – Year 2 | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Quality Occurrence Reports – Year 3 | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |
| Quality Occurrence Reports – Year 4 | [Please input your Limit of Liability price here] | Price to be up to 240 hours per annum. To be drawn down as used. |



**Information relating to Pricing Table 15**

Pricing table 15 will be utilised for the recovery of subsistence costs iaw Condition 25 (Emergent Work) of the Draft Contract Terms and Conditions.

The subsistence rates are to be inclusive of all expenses, overheads and profit.

Subsistence rates are applicable for Overnight stays only when expenditure by the Contractor is incurred and includes Accommodation. Firm price rates to include provision for food and drink.

Rate applies from the beginning of each 24-hour period that the Contractor's employee is located in the geographical area and operating away from the primary place of work. For example, if landing at 1600 in continental Europe and returning to the main place of work at 0800 the following day the Contractor shall be to be paid the applicable Daily Allowance for one 24-hour period.

The Tenderer will provide an Engineering Rate and Profit which will be applicable to any Emergent Work tasks placed during the Contract Term iaw Condition 25 at to the Draft Contract Terms and Conditions.

For the purpose of evaluation, we will use the prices provided to add a sum to the total cost of your Tender which shall be calculated as follows:

(Contractor Engineering Rate x 1000 hours Year 1, 1000 hours Year 2, 1000 hours Year 3, 1000 hours Year 4) +

(Subsistence cost UK Day Rate x 500 hours Contract Year 1, 500 hours Contract Year 2, 500 hours Contract Year 3, 500 hours Contract Year 4) +

(Subsistence cost UK Night Rate x 500 hours Contract Year 1, 500 hours Contract Year 2, 500 hours Contract Year 3, 500 hours Contract Year 4) +

**Table 15**

| Subsistence & Engineering Rate                  | Contract Year 1<br>£ Excluding VAT | Contract Year 2<br>£ Excluding VAT | Contract Year 3<br>£ Excluding VAT | Contract Year 4<br>£ Excluding VAT |
|-------------------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Contractor Engineering Rate<br>Firm Hourly Rate | [Please input<br>your price here]  | [Please input<br>your price here]  | [Please input<br>your price here]  | [Please input<br>your price here]  |
| Subsistence cost Day UK                         | [Please input<br>your price here]  | [Please input<br>your price here]  | [Please input<br>your price here]  | [Please input<br>your price here]  |
| Subsistence cost Night                          | [Please input<br>your price here]  | [Please input<br>your price here]  | [Please input<br>your price here]  | [Please input<br>your price here]  |
| Contractor's Profit Rate (%)                    | [Please input<br>your price here]  | [Please input<br>your price here]  | [Please input<br>your price here]  | [Please input<br>your price here]  |

**Information relating to Pricing Table 16**

Pricing Table 16 is to assess the cost of Spares Re-provisioning.

**Table 16**

| Requirement to be priced | Contractor Price<br>£ Excluding VAT | Pricing Assumptions                                                                                                                                                                                                               |
|--------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Spares Reprovisioning    | [Please input your Firm Price here] | <p>As per DID 13, price to be based on 40 drops per annum.</p> <p>2 years to be Priced.</p> <p><i>Nb: This price will be used for Tender Evaluation purposes only and is not representative of a contractual requirement.</i></p> |

**Table 17 - Options for Contract Extensions**

Tenderers are required to price the following FIXED PRICE Contract Extension Options (iaw Schedule 5 Pricing) as part of the ITN. These will not be used as part of the Tender Price calculation.

The FIXED PRICES (should a Contract Extension Option be taken up), shall be subject to VOP adjustment to determine a FIRM price for the Option.

**Table 17**

| Contract Option Price                 | Contractor Price<br>£ Excluding VAT  | Contractor Price<br>£ Excluding VAT  |
|---------------------------------------|--------------------------------------|--------------------------------------|
| Contract Extension Option 1 (Year 5)  | [Please input your FIXED price here] | [Please input your FIXED price here] |
| Contract Extension Option 1 (Year 6)  | [Please input your FIXED price here] | [Please input your FIXED price here] |
| Contract Extension Option 1 (Year 7)  | [Please input your FIXED price here] | [Please input your FIXED price here] |
| Contract Extension Option 2 (Year 8)  | [Please input your FIXED price here] | [Please input your FIXED price here] |
| Contract Extension Option 2 (Year 9)  | [Please input your FIXED price here] | [Please input your FIXED price here] |
| Contract Extension Option 2 (Year 10) | [Please input your FIXED price here] | [Please input your FIXED price here] |

**Appendix 4 to Annex B – Example Weighted Value for Money Calculation**

The overall tender score is calculated as follows:

$$\frac{\text{Non-cost score}^{\frac{wQ}{wC}}}{\text{cost}}$$

Where: wQ = weighting of non-cost criteria

wC = weighting applied to cost

Assuming that wQ = 55% and wC = 45% gives:

| Tender | Non-Cost Score         | Cost      | Weighted VFM Index* | Weighted VFM Index after multiplication by 100,000 and rounded to two decimal places | Rank |
|--------|------------------------|-----------|---------------------|--------------------------------------------------------------------------------------|------|
| A      | 62 <sup>(55/45)</sup>  | 1,000,000 | 0.0001551           | 15.51                                                                                | 1    |
| B      | 85 <sup>(55/45)</sup>  | 1,500,000 | 0.0001521           | 15.21                                                                                | 2    |
| C      | 100 <sup>(55/45)</sup> | 2,000,000 | 0.0001391           | 13.91                                                                                | 3    |

Breaking 'Tender A' down in detail, the steps to this calculation are made as follows:

Non-Cost score = 62

Weighted value of the Non-Cost Score = 55%

Weighted value of the Cost Score = 45%

Therefore:

62 multiplied by the power of the 55/45 weightings and divided by the cost (1,000,000) = 0.0001551

$62^{(55/45)} / 1,000,000 = 0.0001551$

$0.0001551 \times 100,000 = 15.51$

\*All Weighted Value for Money Indices will be rounded to 7 (seven) decimal places before being multiplied by 100,000 to significantly reduce the number of decimal places and allow the Defence Sourcing Portal the ability to compare final scores.

**Determining the Most Economically Advantageous Tender (MEAT)**

A value for money rating will be calculated for all Tenderers utilising the answers and information provided in the Tender and the scores provided by the Authority against these answers and information.

The Tender with the highest value for money rating will be considered the MEAT and will be considered the 'winning tenderer'. For the avoidance of doubt the highest rating will be the highest positive number as a result of the calculation.

In the event that 2 or more Tenders have equal highest value for money rating the Final Tender with the lowest cost will be considered the MEAT.

**Appendix 5 to Annex B - Negotiation**

Negotiation may be required iaw DSPCR 2011, Regulation 18(22).

The purpose of this document is to explain the LBAD negotiation process and structure (if required).

The aim of the negotiation phase is to optimise the balance of risk, cost, and technical capability of each tender.

Depending on the responses received from Tenderers, negotiations will be split into two phases as follows and as described within Table A5.1 below:

Phase 1: Commercial Negotiations (number of rounds TBC) in parallel with Ground Assessment; and

Phase 2: Technical Negotiations (number of rounds TBC) Post Ground Assessment

**Table A5.1 – Negotiations**

| <b>Phase 1 - Commercial</b>                                                                         | <b>Phase 2 – Technical</b>                                                                                                                 |
|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Any open items iaw with Annex B Stage 3, <b>Evaluation of Commercial Questions</b> , paragraph 3.2. | Any open items iaw with Annex B, Stage 4 <b>Evaluation of Technical Questions</b> and Stage 5 <b>Ground Assessment Tender Evaluation</b> . |

Any face-to-face Phase 1 Negotiations will be expected to take place at MOD Abbey Wood and any face-to-face Phase 2 Negotiations will be expected to take place at RAF Brize Norton.

Further details regarding the negotiation phases will be issued to Tenderers who are successful during the initial evaluation phase prior to the commencement of negotiations.

The negotiations will be staggered, with each bidder being allocated a set date and time for negotiations. Prior to the start of the negotiation, the Authority will provide details of the bidder's current ranking, and high-level feedback about their proposal. In order to provide fair treatment of all bidders, each bidder will receive their feedback on the negotiable areas two weeks prior to their negotiation date, along with subjects that the Authority would like to cover (limited to those identified above).

In consultation with each Tenderer, an agenda will be agreed for each day of the negotiations. This will seek to make best use of the time, and availability of personnel. All meetings shall be held iaw the agreed agenda, including timings during the day. Any changes to the agenda shall be agreed by both parties.

All negotiations will be chaired by the Commercial Desk Officer and/or the Commercial Lead, however the technical attendees will be expected to lead the dialogue on all technical negotiations in accordance with the agenda. The Authority will appoint a representative to take minutes and actions from each negotiation and distribute to all attendees within a reasonable agreed time period.

**After negotiation, only the areas that the Tenderer has changed in its bid are required to be re-affirmed, otherwise all other areas can remain unchanged as per the bidder's initial proposal. All bids will be uploaded onto DSP and opened for evaluation at the same time. None of the bids will be opened until after expiry of the period allocated for all bidders to re-affirm their bids. Annex C – Ground Assessment Loan Agreement**

**Appendix 1 to Annex C Loan Agreement**

(Document attached separately)

**Appendix 2 to Annex C – Top Level T&E Plan**

The Top-Level T & E Plan will be subject to revision and re-published Tenders prior to Flight Trials.

Schedule 4 Top Level T&E Plan attached separately

**Appendix 3 to Annex C**  
**Lessor's instructions for storage and operation of the equipment**

(Information to be added)

## **Appendix 4 to Annex C**

### **Tenderer support to the Ground Assessment**

#### **Tenderer Support to the Ground Assessment**

Ground Assessments will be carried out by the Authority iaw the Top-level T&E Plan.

The Tenderer shall ensure all LBAD System equipment provided for the Ground Assessment is delivered to Site not less than 2 weeks prior to allocated Ground Assessment date (iaw –Annex C, loan agreement).

Ground Assessments shall be conducted to demonstrate the level of compliance of the proposed LBAD solution, iaw the VVRM.

The Authority reserves the right to pause or cancel (or re-arrange) Ground Assessments activity if as a result of the Ground Assessment process all proposed solutions require modifications to continue the assessment if recommended by the Independent Test and Evaluation (ITE) organisation.

The Tenderer shall provide a formal familiarisation training package to the ITE and selected Authority personnel on the proposed LBAD solution on the 2 (two) working days preceding Ground Assessment activity at RAF Brize Norton. The classroom-based Familiarisation Training must encompass the theory for all components and activities prior to practical training commencing. The Tenderer must assure themselves the Authority is suitably instructed before practical training commences.

This familiarisation training package will encompass the following as a minimum:

- System capability overview;
- LBAD System Documentation identification;
- Component identification;
- Servicing, Maintenance and Inspections of all LBAD System Equipment;
- Construction of LBAD System ready for payload rigging;
- Demonstration of a payload rigging/derigging sequences and equipment;
- Demonstration and operation of platform, extraction and parachute equipment and ancillaries attachment and configuration;
- Deconstruction of the LBAD System for servicing and storage;
- Recovery procedures/requirements.

The Tenderer shall be required to provide, at no cost to the Authority, support to Ground Assessments by providing a technical representative for the duration of the Ground Assessment at RAF Brize Norton. Tenderers are not required to accompany the Authority to additional ground assessment locations (nominally Haslar and MOD Boscombe Down). The technical representative shall provide support including, but not limited to:

- Provide technical advice, when requested;
- Act as point of contact to the supplier on technical questions raised regarding equipment within the LBAD System not within the provided technical documentation;
- If any damage occurs, assess the level of damage and documented procedures to determine if the Ground Assessment can continue; and/or provide authority to deviate from Tenderers procedures, when presented with a substantial case for deviation.

Within the Tender submission, the Tenderers must advise the following prior to LBAD System delivery for the Ground Assessment and familiarisation training:

- Mode of equipment delivery (e.g. flatbed truck etc...);
- Approximate floor space dimensions;
- Protection from elements, if stored externally;
- Any GFX required for offloading and movement around the Site;
- Any GFX required for the familiarisation training package.



The Tenderer must advise the following prior to LBAD System collection:

- Mode of transport for equipment delivery (e.g. flatbed truck etc...);
- Any GFA that may be required for loading and assisting in movement of equipment around the Site;
- The Tenderer shall provide LBAD Equipment in the minimum of Fit, Form and Function, not necessarily in airworthy condition, for the full duration of the Ground Assessment. All non-Airworthy components are to be clearly identified as such;
- The technical representative will not take any active role during the Ground Assessments and will not be present on any simulator or aircraft unless specifically requested for a purpose by the ITE;
- The Tenderer will not be permitted to take any photographs or video during the Ground Assessment process. The Authority will undertake official photography of each solution during the Ground Assessment activities.

## Annex D – Import and Export Controls (DEFFORM 528)

### Import and Export Control Information

#### GUIDANCE FOR COMPLETION OF DEFFORM 528

**For the purposes of this form no prioritisation of importance is implied in the ordering of the following sections.**

For the purposes of this form “**Materiel**” means any Materiel (including hardware, information, software and/or services) which is regulated by any Export Control Regulations (e.g. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), etc.).

For the purposes of this form “**Data**” means the information required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of controlled articles. This includes information in the form of blueprints, drawings, plans, instructions, diagrams, photographs, etc. It may take forms such as models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape, or read-only memories.

For the purposes of this form “**Service**” means the intangible products such as training, technical support or provision of expertise.

For the purposes of this form “**Part Number**” means the part number of the Materiel that is being supplied under the Contract.

#### PAGE 1

1a - 1f Provide full correspondence name and address of the supplying organisation.

#### PAGE 2

#### SECTION 1

For the purposes of this section of the form, each line item of Materiel listed should be at the level that is or will be managed and transacted within the MOD inventory system.

1a to 1i Identify to the best of your knowledge and belief the part number and NATO or National Stock Number (NSN), Manufacturer Name & Address, CAGE/NCAGE Code (NATO Commercial & Government Entity Code identifier), Country of Origin and Security Classification (Security Policy Framework on Gov.uk).

#### SECTION 2 - Complete this section if the Materiel is subject to US Trade Controls Regulations

2a Indicate whether the Materiel includes US components, parts, accessories, attachments, systems, software, content or is based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.

2b - 2c Enter whether the Materiel exported / transferred is listed on US Munitions List (USML) and if so provide the USML Category Number. This information is covered under defense articles 22 U.S.C. 2778 of the Arms Export Control Act (§120.6), technical data (§120.10), software (120.45(f)) and defense services (§120.9). (Guidance is available on the US Directorate of Defense Trade Controls website at <http://www.pmddtc.state.gov>).

For MOD personnel MOD Policy and Guidance on the application of the ITAR regulations within the MOD can be found in JSP 248 or further support, advice and guidance can be obtained by contacting the DE&S International Relations Group Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

For Contractor personnel, they should contact their Business Export Compliance Teams for further guidance.

2d Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

2e - 2f Enter whether the Materiel exported / transferred is listed on the Commerce Control List (CCL) and if so provide the Export Control Classification Number (ECCN) listed on the CCL – EAR Part 774, including Materiel that falls into the catch-all categories in the CCL (guidance is available on the Bureau of Industry and Security, US Department of Commerce website at <http://www.bis.doc.gov>). Further support, advice and guidance of the application of the EAR regulations within the MOD can be obtained by contacting the DE&S International Relations Group  
Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

2g Indicate whether the Materiel being supplied under EAR is authorised for export to the UK.

2h Details of the EAR Exceptions used.

### SECTION 3 - Complete this section if the Materiel is subject to other countries Trade Controls Regulations

3a Indicate whether the Materiel being supplied is not of UK or USA origin, or is it based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.

3b Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

### SECTION 4 - Complete this section if the Materiel is subject to UK Trade Controls Regulations

4a Indicate whether the Materiel being supplied is derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software for Military use.

4b - 4c Indicate whether the Materiel is listed on the UK Munitions List (UKML) and provide the reference UKML Number .

4d 4e Indicate whether the Materiel being supplied is listed of the UK/EU Dual Use List and if so provide the reference Dual Use Number.

4f Indicate whether the Materiel or Service being supplied is listed as 'No Authorisation Required'.

### SECTION 5 - Complete this section if there is an End-Use / End-User Certificate requirement

5a - 5c Indicate whether the Materiel being supplied requires an End-User Certification or Transfer Authority and if so (or being obtained) include copies to the extent available to you.

### PAGE 2 - Cell reference descriptors

2a - Does the Materiel originate in USA or contain any US sourced article or technology or have any US Person content contribution, including software?

2b - USML Listed?

2c - USML Category Number:

2d - If answered Yes to 2a and 2b, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset):

2e - CCL Listed?

2f - CCL ECCN:

2g - If answered Yes to 2e is a export authorisation required to export the Materiel to the UK?

2h - Exceptions used:

3a - For Materiel not of UK or USA origin, is an export authorisation required to move the Materiel to the U.K. from the country of origin?

3b - If answered Yes to 3a, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset).

4a - Is the Materiel designed or modified for military use?

4b - UKML Listed?

4c - UKML category number:

4d - Is the Materiel UK/EU Dual Use Listed?

4e - UK/EU Dual Use Number:

4f - Is your product rated as "No authorisation Required"?

5a - For Materiel to be provided by a Contractor to MOD - Is an End-User Certificate required? If Yes MOD to provide.

5b - For Materiel to be provided by MOD to a Contractor - Is re-transfer authority required? If Yes MOD to obtain and the Contractor to provide all reasonable assistance (e.g. DSP-83, TAA).

5c - If answered Yes to 5a or 5b, please provide end-use certificate or re-transfer authority reference(s), confirmation it is held or the duration to obtain it and provide a copy of the authorisation held to the extent available to you (for each asset).

|                   |  |
|-------------------|--|
| Contract No.      |  |
|                   |  |
| 1a: Supplier Name |  |
| 1b: Address       |  |
| 1c: City/State    |  |
| 1d: Post/Zip Code |  |
| 1e: Country       |  |
| 1f: CAGE/NCAGE    |  |

The recipient of the Materiel will require the information below for each item of Materiel supplied . Please record the information for all Contractor Deliverables. Assistance to complete the form will be provided by text prompts in certain cells and can also be found on the Guidance for Completion of Form page. Please use one row per Contractor Deliverable.

| Please sign declaration on third tab and return with submission |                    |                   |                   |                       |                    |               |                  |                         |                               | US Trade Controls Applicable |    |    |    |    |    |    |    | Other Country Trade Controls Applicable |    | UK Trade Controls Applicable |    |    |    |    |    | End Use Certificate if required yes, attach |    |    |           |
|-----------------------------------------------------------------|--------------------|-------------------|-------------------|-----------------------|--------------------|---------------|------------------|-------------------------|-------------------------------|------------------------------|----|----|----|----|----|----|----|-----------------------------------------|----|------------------------------|----|----|----|----|----|---------------------------------------------|----|----|-----------|
| Line item                                                       | Product Name<br>1a | Description<br>1b | Part Number<br>1c | NSN Part Number<br>1d | Manufacturer<br>1e | Address<br>1f | CAGE/NCAGE<br>1g | Country of Origin<br>1h | Security Classification<br>1i | 2a                           | 2b | 2c | 2d | 2e | 2f | 2g | 2h | 3a                                      | 3b | 4a                           | 4b | 4c | 4d | 4e | 4f | 5a                                          | 5b | 5c | Line item |
| 1                                                               |                    |                   |                   |                       |                    |               |                  |                         |                               |                              |    |    |    |    |    |    |    |                                         |    |                              |    |    |    |    |    |                                             |    |    | 1         |
| 2                                                               |                    |                   |                   |                       |                    |               |                  |                         |                               |                              |    |    |    |    |    |    |    |                                         |    |                              |    |    |    |    |    |                                             |    |    | 2         |
| 3                                                               |                    |                   |                   |                       |                    |               |                  |                         |                               |                              |    |    |    |    |    |    |    |                                         |    |                              |    |    |    |    |    |                                             |    |    | 3         |
| 4                                                               |                    |                   |                   |                       |                    |               |                  |                         |                               |                              |    |    |    |    |    |    |    |                                         |    |                              |    |    |    |    |    |                                             |    |    | 4         |
| 5                                                               |                    |                   |                   |                       |                    |               |                  |                         |                               |                              |    |    |    |    |    |    |    |                                         |    |                              |    |    |    |    |    |                                             |    |    | 5         |

Add further lines as necessary

### Declaration

**I certify that the information provided on this DEFFORM 528 is true, complete and accurate to the best of my knowledge. If there is any change that effects the control classification as described on this Form or I become aware of anything that causes the response to no longer be true, complete and accurate, or if any inaccuracies are identified, I will inform the other party in writing as soon as I become aware of such change.**

|                                             |  |
|---------------------------------------------|--|
| Printed name                                |  |
| Position or Job Title Held in Company / MOD |  |
| Address                                     |  |
| E-Mail                                      |  |
| Telephone number                            |  |
| Signed (Duly authorised person)             |  |
| Date of signature                           |  |

***Please print off this Declaration Sheet and provide a signed copy with your Tender submission***

## Annex E - The Statement Relating to Good Standing

**Contract Title:** Large Boat Aerial Delivery (LBAD)

**Contract Number:** C17CSAE/706048451

We confirm, to the best of our knowledge and belief, that [.....] including its directors or any other person who has powers of representation, decision or control of [.....] has not been convicted of any of the following offences:

conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;

corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906\*;

the offence of bribery;

bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;

bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;

fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union\*, within the meaning of:

the offence of cheating the Revenue;

the offence of conspiracy to defraud;

fraud or theft within the meaning of the Theft Act 1968\* the Theft Act (Northern Ireland) 1969\*, the Theft Act 1978\* or the Theft (Northern Ireland) Order 1978\*;

fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;

in Scotland, the offence of fraud;

in Scotland, the offence of theft;

fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994\*;

an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968\* or section 19 of the Theft Act (Northern Ireland) 1969\* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;

in Scotland the offence of uttering; or

in Scotland, the criminal offence of attempting to pervert the course of justice;

money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007\*;

terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA\*;

an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);

any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

2. [.....] further confirms to the best of our knowledge and belief that it:

being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;

being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;

being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state?

has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;

has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority iaw Regulation 38 or 39 of the DSPCR during a previous contract;

has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom\*;

has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;

has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

\* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

|                                                                           |  |
|---------------------------------------------------------------------------|--|
| <b>Organisation's name</b>                                                |  |
| <b>Signed<br/>(By Director of the<br/>Organisation or<br/>equivalent)</b> |  |
| <b>Date</b>                                                               |  |



## **Annex F - Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor**

Contract Number: C17CSAE/ 706048451

Contract Title: Large Boat Aerial Delivery

Contractor:

Date of Contract:

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

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

DEFCON 68 ☐

Contractor's Signature:

Name:

Job Title:

Date:

\* check box (T) as appropriate

---

### **To be completed by the Authority**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (D S & EQT)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol, BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMULTI@mod.gov.uk

## Annex G – Contractors Commercially Sensitive Information

|                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ITN Ref No: C17CSAE/ 706048451</b>                                                                                                                                                 |
| <b>Description of Tenderer's Commercially Sensitive Information:</b>                                                                                                                  |
| <b>Cross Reference(s) to location of sensitive information in Tender:</b>                                                                                                             |
| <b>Explanation of sensitivity:</b>                                                                                                                                                    |
| <b>Details of potential harm resulting from disclosure:</b>                                                                                                                           |
| <b>Period of Confidence (if applicable):</b>                                                                                                                                          |
| <b>Contact Details for Transparency / Freedom of Information matters:</b><br><b>Name:</b><br><b>Position:</b><br><b>Address:</b><br><b>Telephone Number:</b><br><b>Email Address:</b> |

## Annex H - Timber and Wood-Derived Products Supplied under the Contract – Data Requirements

**Contract No: C17CSAE/ 706048451**

The following information is provided in respect of clause 10 of DEFCON 691:

| Schedule of Requirements item and timber product type | Volume of timber delivered to the Authority with FSC, PEFC or equivalent evidence | Volume of timber delivered to the Authority with other evidence | Volume (as delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy | Total volume of timber delivered to the Authority under the Contract |
|-------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
|                                                       |                                                                                   |                                                                 |                                                                                                                           |                                                                      |
|                                                       |                                                                                   |                                                                 |                                                                                                                           |                                                                      |
|                                                       |                                                                                   |                                                                 |                                                                                                                           |                                                                      |
|                                                       |                                                                                   |                                                                 |                                                                                                                           |                                                                      |
|                                                       |                                                                                   |                                                                 |                                                                                                                           |                                                                      |
|                                                       |                                                                                   |                                                                 |                                                                                                                           |                                                                      |

## Annex I - Tenderer Assumptions, Exclusions and Limitations

The Tenderer is requested to identify in the tables below any Assumptions, Exclusions or Limitations relevant to their tender response for the LBAD Requirement.

### Assumptions

| Id. | Applicable Section(s) within Tender Response | Applicable Section(s) within Draft Contract (if applicable) | Assumption Detail |
|-----|----------------------------------------------|-------------------------------------------------------------|-------------------|
| A1  |                                              |                                                             |                   |
|     |                                              |                                                             |                   |
|     |                                              |                                                             |                   |
|     |                                              |                                                             |                   |
|     |                                              |                                                             |                   |
|     |                                              |                                                             |                   |

### Exclusions

| Id. | Applicable Section(s) within Tender Response | Applicable Section(s) within Draft Contract (if applicable) | Exclusion Detail |
|-----|----------------------------------------------|-------------------------------------------------------------|------------------|
| E1  |                                              |                                                             |                  |
|     |                                              |                                                             |                  |
|     |                                              |                                                             |                  |
|     |                                              |                                                             |                  |
|     |                                              |                                                             |                  |
|     |                                              |                                                             |                  |

**Limitations**

| <b>Id.</b> | <b>Applicable Section(s)<br/>within Tender Response</b> | <b>Applicable Section(s) within Draft<br/>Contract (if applicable)</b> | <b>Assumption Detail</b> |
|------------|---------------------------------------------------------|------------------------------------------------------------------------|--------------------------|
| L1         |                                                         |                                                                        |                          |
|            |                                                         |                                                                        |                          |
|            |                                                         |                                                                        |                          |
|            |                                                         |                                                                        |                          |
|            |                                                         |                                                                        |                          |
|            |                                                         |                                                                        |                          |

## **Annex J – Russian and Belarusian Exclusion Condition**

1. Save as set out in PPN 01/22, the Authority will not be accepting Tenders that:

- a. contain any Russian / Belarusian products and/or services; and/or
- b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:
  - (1) registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and/or
  - (2) which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

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

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

**Annex K- NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS (DEFFORM 711)****DEFFORM 711 - PART A – Notification of IPR Restrictions**

|                              |                                                           |                                                            |                                                 |                                                          |
|------------------------------|-----------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------|
| <u>ITN / Contract Number</u> |                                                           |                                                            |                                                 |                                                          |
| <u>ID #</u>                  | <u>Unique Technical Data<br/>Reference Number / Label</u> | <u>Unique Article(s)<br/>Identification Number / Label</u> | <u>Statement<br/>Describing IPR Restriction</u> | <u>Ownership of the<br/>Intellectual Property Rights</u> |
| 1                            |                                                           |                                                            |                                                 |                                                          |
| 2                            |                                                           |                                                            |                                                 |                                                          |
| 3                            |                                                           |                                                            |                                                 |                                                          |
| 4                            |                                                           |                                                            |                                                 |                                                          |
| 5                            |                                                           |                                                            |                                                 |                                                          |
| 6                            |                                                           |                                                            |                                                 |                                                          |
| 7                            |                                                           |                                                            |                                                 |                                                          |
| 8                            |                                                           |                                                            |                                                 |                                                          |
| 9                            |                                                           |                                                            |                                                 |                                                          |
| 10                           |                                                           |                                                            |                                                 |                                                          |

Please continue on additional sheets where necessary



**DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)**

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

## Completion Notes

### Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data iaw the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information iaw the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;

any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;

the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;

any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Block 1 | Enter the associated Invitation to Tender (ITN) or Contract number as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Block 2 | No action – This sequential numbering is to assist isolation and discussion of any line item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Block 3 | Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Block 4 | <p>Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). <u>Any entry without a unique identifier shall be treated as a nil entry.</u></p> <p>NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.</p> |
| Block 5 | This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Block 6 | Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

**Part B**

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

(PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from His Majesty's Government (HMG).

(PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.

(CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.

(DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

(FEX) Foreign Export Controlled

**Notes:**

During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.

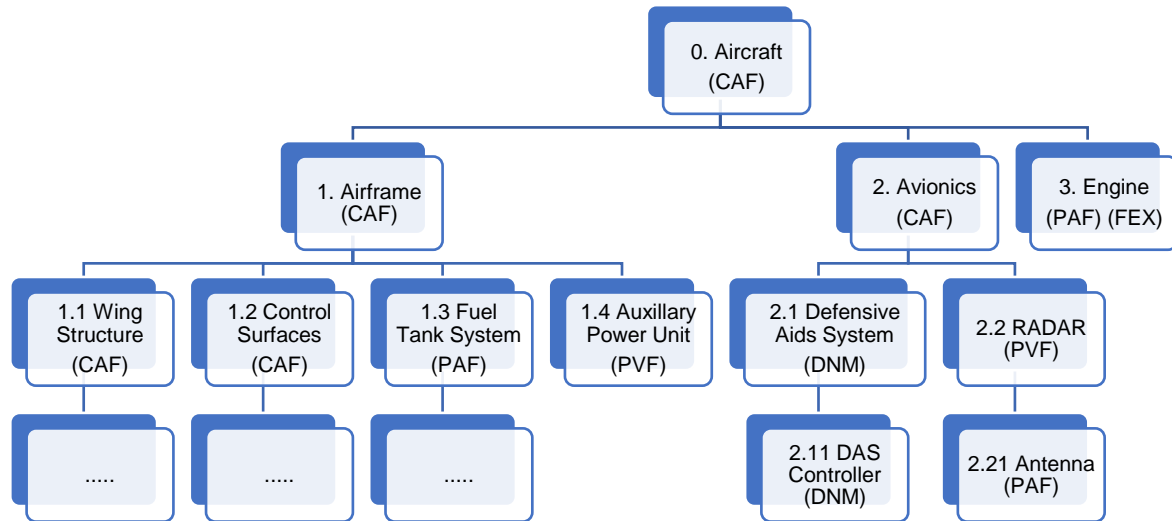
It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.

For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.

Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created, and the Previous Authority Funding was applied.

**Example PBS**

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.

Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).

The proposed design is making use of a PAF engine.

This engine has Foreign Export Control (FEX) applying to items within it.

The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed "Design Not Mature" (DNM).

It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.

**Annex K – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR)  
RESTRICTIONS (DEFFORM 711)**

See attached.

## **Annex L – Draft Contract**

Schedule 1

Definitions and Abbreviations

(Document attached)

Schedule 2

Statement of Requirements (SOR)

(Document attached)



Schedule 3

System Requirements Document (SRD)

(Document attached)

Schedule 4

Top Level T&E Plan

(Document attached)

Schedule 5  
Pricing and Payment

Appendix 1 – Tender Pricing Matrix  
Appendix 2 – Contract Pricing and Payment

(Document attached)

Schedule 6

Task Authorisation Form

(Document attached)

Schedule 7

Contract Deliverable Documents (CDRL's)

(Document attached)

Schedule 8

RA Matrix

(Document attached)

Schedule 9

Performance Management

(Document attached)

Schedule 10

Assumptions

(Document attached)



Schedule 11

Spares Price List

(Document attached)

Schedule 12

Acceptance Plan

(Document attached)

Schedule 13

Exit Management Plan

(Document attached)

Schedule 14

Government Furnished Asserts (GFA)

(Document attached)

Schedule 15

List of Authorised Demanders

(Document attached)

Schedule 16

DEFFORM 177

(Document attached)

Schedule 17

DEFFORM 711

(Document attached)

Schedule 18

Transfer of Undertakings (Protection of Employment)  
(TUPE)

(Document attached)



Schedule 19

Contractors Commercially Sensitive Information

(Document attached)

Schedule 20

DEFFORM 565 - Supply Chain Resilience & Risk Awareness Mapping Template

(Document attached)

Schedule 21

Bank Guarantee [Required if needed]

(Document attached)

## Schedule 22

## Required Insurances - Confirmation of Maximum

## Deductible Insurance

The Tenderer is required to complete the following table to confirm the Maximum deductible associated with each of the identified insurances:

| <b>Insurance Product</b>                                          | <b>Confirmation of<br/>Maximum Deductible<br/>£s</b> |
|-------------------------------------------------------------------|------------------------------------------------------|
| Third Party Public and (Non-Aviation) Product Liability Insurance |                                                      |
| Liability Insurance                                               |                                                      |
| Property Damage "All Risks" Insurance                             |                                                      |

