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FAO All Tenderers

Your Reference:

Our Reference:
C17CSAE/707083450
Date: 27/03/2025

Dear Tenderers,

Invitation To Negotiate (ITN) Reference No. C17CSAE / 707083450
Command Support Air Transport (CSAT) Phase 2.

1. You are invited to tender for C17CSAE/707083450 Command Support Air Transport (CSAT) Phase 2 as part of a competitive procurement under Regulation 18 (Negotiated Procedure) of the Defence and Security Public Contracts Regulations 2011.
2. The requirement is for the In-Service Support (ISS) of the RAF's two Envoy IV CC1 aircraft, together with integration of military modifications.
3. You must submit your responses in accordance with the document contained within the ITN pack.
4. The anticipated date for the Contract award decision is Q2 2026; please note that this is an indicative date and may change.
5. You must submit your Tender to the Defence Sourcing Portal by 23:59:59 GMT on 13/07/25.
6. The Authority requires that all communication be carried out electronically via the Defence Sourcing Portal (DSP)

Yours faithfully

Mr. Jason Atkinson
C17CSAE Commercial Lead



Ministry of Defence

Invitation To Negotiate

C17CSAE / 707083450

for Fixed Wing (FW)

Command Support Air Transport (CSAT)

Phase 2

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1.0	18/03/2025	Initial Document	N/A	Commercial

Contents

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

This invitation consists of the following documentation: DEFFORM 47 – Invitation To Negotiate.

The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- Section A – Introduction Page 3
 - Section B – Key Tendering Activities Page 8
 - Section C – Instructions on Preparing Tenders Page 10
 - Section D – Tender Evaluation Page 11
 - Section E – Instructions on Submitting Tenders Page 12
 - Section F – Conditions of Tendering Page 14
- Annex A – Tender Submission Document (Offer) Page A1
 - Appendix 1 to Annex A (Offer) – Information on Mandatory Declarations
- Annex B – Tender Evaluation
 - Appendix 1 to Annex B - Commercial Compliance Matrix
 - Appendix 2 to Annex B – Technical Compliance Matrix (SOR)
 - Appendix 3 to Annex B – Tender Price Matrix
 - Appendix 4 to Annex B – Example Value for Money Calculation
 - Appendix 5 to Annex B – Negotiation
- Annex C – Statement Relating to Good Standing
- Annex D – Tenderer's Commercially Sensitive Information (DEFFORM 539A)
- Annex E – Import and Export Controls (DEFFORM 528)
- Annex F - Hazardous and Non-Hazardous Substances, Mixtures or Articles (DEFFORM 68)
- Annex G – Notification of IPR Restrictions (DEFFORM 711)
- Annex H - Environmental Management Requirements: Def Stan 00-051 Compliance Matrix
- Annex I – Tenderer's Assumptions, Exclusions and Limitations
- Annex J – TUPE Information
- Annex K – Technical Data Pack
- Annex L – Tender Price Evaluation Matrix
- Annex M - Required Insurances and Requested Insurances - Confirmation of Maximum Deductible
- Any other relevant documentation, including the following, which will be available to Tenderers on the DSP to download:
 - Draft Contract Documents: Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices.

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 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 in accordance with 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 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” (Section 1 in Terms and Conditions) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A14. The “Statement of Requirement” in accordance with Schedule 2 means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.
- 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 primary role of the Fixed Wing (FW) Command Support Air Transport (CSAT) fleet is to provide assured, secure, timely and discreet Air Transport of high priority military personnel and small items of mission-critical freight to, from and within operational areas.

The CSAT Recapitalisation project set out to acquire 2 aircraft to replace the BAe 146, which went out of service in March 2022.

Phase 1:

Phase 1 consisted of the procurement of two Dassault Falcon 900LX civil business jets, known as Envoy IV in RAF service, and an initial period of In-service Support (ISS). This contract is held by Centreline AV and expires on 30 September 2026. The aircraft are leased to Centreline and operated on the Civil Aircraft Register (CAR) using a combination of civilian and RAF aircrew, stationed at RAF Northolt.

Activity is underway to transfer the aircraft to the Military Aircraft Register (MAR) by the first half of 2026, after which it will be operated by RAF aircrew.

Phase 2:

The proposed Phase 2 Contract (the subject of this ITN) will provide for continuing ISS to the aircraft while operating on the MAR and embodiment of an initial suite of military modifications (Military GPS and Defensive Aid Suite (DAS)), which are essential requirements to deliver the Authority's mandate.

The draft Contract allows the Authority to exercise options for Contract extension periods and further military modifications, to be provided by the Contractor. Such rights are to be exercised at the Authority's discretion. The additional military modification options include:

- Flight Deck Armour (FDA);
- Mode 5 Identification Friend or Foe (IFF);
- Secure Comms (UHF).

Purpose

A20. The purpose of this ITN is to invite you to submit a Tender, in accordance with 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 govern 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 Defence Sourcing Portal (DSP) on 12 December 2023 under reference 707083450.

A23. This ITN is subject to the Defence and Security Public Contracts Regulations 2011. Tenderers established outside the UK and Gibraltar are no longer economic operators as defined in the Defence and Security Public Contracts Regulations (DSPCR) 2011. Please note that should the Authority open this procurement to tenderers established outside the UK and Gibraltar the rights and remedies under the DSPCR afforded to UK and Gibraltar established tenderers are under no circumstances, whether expressly or impliedly, being extended to those tenderers established outside the UK or Gibraltar.

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 the Tenderer 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 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 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 their responses to the PQQ if:

- a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph 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 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. The Contract Terms & Conditions are attached.

Other Information

A37. The Armed Forces Covenant

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

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

- c. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.
- d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY

e. Paragraph 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:
ITN Release Date	27 Mar 25	The Authority	All Tenderers
Invitation to RAF Northolt site visit and Tenderers' Conference	31 Mar 25	The Authority	All Tenderers
Date for confirmation of attendance at RAF Northolt visit and Tenderers' Conference	6 Apr 25	Tenderers	Defence Sourcing Portal
Tenderers' visit to RAF Northolt	30 Apr 25	The Authority	All Tenderers
Tenderers' Conference and 1-2-1s (online)	13 & 14 May 25	The Authority	All Tenderers
Final date for Clarification Questions/Requests for additional information	13 Jun 25	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	27 Jun 25	The Authority	All Tenderers
Tender Return	13 Jul 25	Tenderers	Defence Sourcing Portal
Tender Evaluation	Jul 25 – Oct 25	The Authority	N/A
Negotiations	Aug 25 – Nov 25	The Authority	N/A
Deadline for receipt of Final Tenders	Nov 25	Tenderers	Defence Sourcing Portal
ROCO Evaluation	Nov 25	The Authority	N/A
DE&S Assurance & Approvals Process	Dec 25 - Apr 26	The Authority	N/A
Notification of Preferred Tenderer	Mar 26 – May 26	The Authority	Preferred Tenderer
Notification of Award Decision	May 26	The Authority	All Tenderers
Standstill Period	May 26	The Authority	N/A
Contract Award Date	Jun 26	The Authority	Preferred Tenderer
Operational Services Commencement Date	1 Oct 26	The Tenderer	N/A

***Notes:**

Notwithstanding the above table, the Authority reserves the right at any time to:

- i. vary any aspect of this procurement process including the timetable, and/or introduce additional steps or phases into it. For example, the Authority reserves the right to issue updates to the ITN Documentation, ITN Materials, the draft Contract or revised instructions to Tenderers including amending the timetable set out above; and/or
- ii. cancel this procurement.

Should it be necessary to issue amendments to the ITN Documents during the process, these will be issued to all Tenderers prior to the applicable Tender Return Date.

Tenderers Conference

B1. A Tenderers Conference is being held as indicated in the table above, it enables the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers 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 abovenamed contact, by the date shown, so that access to the site can be arranged. A maximum of 3 attendees 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. In addition, there will be an opportunity to visit RAF Northolt to see the facilities and the Aircraft.

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.

B3. During the tender phase, the Authority will manage the issue and return of all Clarification Questions that are required to be answered by the Aircraft OEM (Dassault Aviation). There is to be no direct contact between Tenderers and the Aircraft OEM.

Tender Return

B4. Please see Section C (Instructions to Tenderers) of this ITN for the requirements for Tender return. Tenders will be subject to evaluation in accordance with the Evaluation Criteria at Section D (Tender Evaluation).

B5. 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

B6. Further details regarding Negotiations can be found in Annex B (Tender Evaluations) and Appendix 5 to Annex B (Negotiations) of this ITN. Where the Tender Assessment process identifies one of more compliant Tenders, the Authority may choose, at its own absolute discretion, to award a Contract to the Most Economically Advantageous Tender without conducting any negotiation.

Preferred Tenderer

B7. Following completion of Stage 9 (Final Tender Assessment Panel / Selection of Preferred Tenderer), the Authority reserves the right to declare a preferred tenderer and notify preferred tenderer following completion of the TAP.

Contract Award

B8. Contract award notices will be issued to Tenderers following completion of the Authority's Contract approval process.

Section C - Instructions on Preparing Tenders

Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 10. There are no word / page limits for each question, unless specified otherwise.

C2. Prices must be in £GBP ex VAT. Prices must be Firm unless specified in the Schedule of Requirements in accordance with Schedule 4 (Pricing and Payment) of the draft Contract. A price breakdown is not required in your Tender response beyond the provision of pricing information identified in Section D (Tender Evaluation) and the draft Contract.

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

Validity

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

Section D – Tender Evaluation

D1. Annex B (Tender Evaluation) to this DEFFORM 47 details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Appendix 5 to Annex B provides further details on the negotiation process.

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 23:59:59 GMT on 13 July 2025. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITN C17CSAE/707083450.

E2. Your priced Tender and priced ITN Documentation must only be submitted to the commercial envelope of the DSP ITN. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITN. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph 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 technical or qualification (if applicable) envelopes, 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 desc17csae-commercial@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE.

E5. You must not upload any International Traffic in Arms Regulations ITAR or Export Controlled information as part of your Tender or ITN documentation into the DSP. You must contact desc17csae-commercial@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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.

Samples

E9. Samples are not required.

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 in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITN;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs.
- 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 effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph 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 in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

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

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

- 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 Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account (as defined in DECON 694) and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

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

Publicity Announcement

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

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

Sensitive Information

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

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

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this 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.

Russian and Belarusian Suppliers, Products and Services

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

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

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

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

Specific Conditions of Tendering

Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

Applicability of TUPE

F23. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation, and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

F24. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

TUPE Information Provided for Tendering Purposes

F25. TUPE information in respect of the current employees is provided at Annex J. This information may be updated prior to contract award, in which event the short-listed Tenderers will be given an opportunity to revise or confirm tendered prices.

F26. The information detailed at Annex J has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your Tender being deemed non-compliant.

Technical Datapack

F27. The Authority has issued the Tenderers with a technical datapack at Annex K for aircraft specifications, service and maintenance history, interfacing equipment and hangar facilities, in accordance with Schedule 9 (Government Furnished Assets) of the draft Contract.

F28. If Tenderers require further information not contained within the datapack, 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 owner.

F29. The Tenderers shall comply with all confidentiality requirements within the datapack.

Pricing

F30. An evaluation of the Price criteria shall be made in accordance with Appendix 3 to Annex B (Tender Price Matrix).

F31. The pricing information is required to populate Schedule 4 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:

Line-Item No.	Description	Note
1	Set up costs at RAF Northolt. I.Site set up costs. II.Equipment. III.TUPE (if applicable).	As per Schedule 2 (SOR)
2	Provision of Aircraft In-Service Support from 1 October 26 to 31 March 27.	As per Schedule 2 (SOR)
3	Provision of Aircraft In-Service Support from 1 April 27 to Expiry. I. Flying Hrs 771 to 1440 II. Flying Hrs 1441 to 1584 III. Flying Hrs 1585 to 1728	
4	Design of Core Military Requirements Spiral 1 (DAS) I. Aircraft 1 II. Aircraft 2 Embodiment of Core Military Requirements Spiral 1 (DAS) III. Aircraft 1 IV. Aircraft 2	As per Schedule 2 (SOR)
5	Design & Embodiment of Core Military Requirements Spiral 1 (Mil GPS) I. Aircraft 1 a. Procurement of Equipment. b. Design c. Embodiment. d. Provision of In-Service Support to Equipment. e. Provision of Training. II. Aircraft 2 a. Procurement of Equipment. b. Design c. Embodiment. d. Provision of In-Service Support to Equipment. e. Provision of Training.	As per Schedule 2 (SOR)
6	OPTION 1: Contract Extension - Contract Duration Period (3 years).	As per Schedule 2 (SOR)
7	OPTION 2: Contract Extension - Contract Duration Period (3 years).	
8	OPTION 3: Design & Embodiment of Flight Deck Armour (FDA). I. Procurement of Equipment. II. Design. III. Embodiment IV. Provision of In-Service Support to Equipment (including spares).	As per Schedule 2 (SOR)
9	OPTION 4: Design & Embodiment of MODE 5 IFF. I. Procurement of Equipment. II. Design. III. Embodiment. IV. Provision of In-Service Support to Equipment (including spares). V. Provision of Training.	
10	OPTION 5: Design & Embodiment of Secure UHF Communications.	

	I. Procurement of Equipment. II. Design. III. Embodiment. IV. Provision of In-Service Support to Equipment (including spares). V. Provision of Training.	
11	Training: I. Initial Pilot. II. Pilot Currency. III. Training Aids. IV. Train the Trainer. V. General Familiarisation. VI. Simulator. VII. Awareness.	As per Schedule 2 (SOR)
12	Emergent Work: (Ad hoc Requirements) Rates.	As per Schedule 2 (SOR)

F33. FIXED prices should be included where requested in accordance with Schedule 4 (Pricing and Payment) of the draft Contract and the Tender Price Matrix.

Ministry of Defence

Tender Submission Document (Offer) – Ref Number ITN: **707083450**

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), in accordance with any referenced drawings and/or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Terms & Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any Contract resulting from this competition shall be subject to English Law				Yes / No
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where Contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-Contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 (Information on Mandatory Declarations) to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes*/No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed and attached a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service, together with a Cyber Implementation Plan as appropriate?			Yes* / No / N/A	
Have you completed Form 1686 for Sub-Contracts?			Yes* / No	
Have you completed the compliance matrix / matrices?			Yes / No / N/A	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	

Have you completed and attached Tenderer's Sensitive Information form?	Yes* / No
If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITN?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 (Information on Mandatory Declarations) to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party; b. no arrangement has been made with any Third Party that they should refrain from tendering; c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion; d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).</p>	
Dated this..... day of Year	
Signature: In the capacity of (Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.)	
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:

Information on Mandatory Declarations

IPR Restrictions

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

Notification of Foreign Export Control Restrictions

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

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

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

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

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

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.
10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the

US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

Import Duty and Non-UK Tax

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.
14. The Total Value of Tender should include all overseas and non-UK non-recoverable taxes that will be charged to the Authority, excluding UK Value Added Tax.

Cyber Risk

15. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Low'. The Risk Assessment Reference is RAR-303384308. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

Sub-Contracts Form 1686

16. 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 [Industry Security Notice 2024/05 Subcontracting or Collaborating on Classified UK MOD Programmes](#).

Small and Medium Enterprises

17. 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, either directly or through the supply chain. The Authority uses the Procurement Act 2023 interpretation of SME.
18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly for all procurements. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the Small Business Commissioner at <https://www.smallbusinesscommissioner.gov.uk/ppc/>.
19. Suppliers are also encouraged to work with the Authority to support the Authority's SME Action Plan, 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](#) and the Defence Sourcing Portal.
20. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrCISSM-Suppliers@mod.gov.uk.

Transparency, Freedom Information and Environmental Information Regulations

21. 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.
22. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

23. 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").
24. You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.
25. 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

26. 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

27. 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

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

Defence Safety Authority (DSA) Requirements

29. 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

30. You will be informed whether you are required to provide a Bank or Parent Company Guarantee.
31. 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 you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period.
32. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. 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 winning Tenderer and award a Contract.
33. The executed Bank or Parent Company Guarantee, if required, will form Schedule 24 of the 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). CSAT Phase 2 will be evaluated using the Most Economically Advantageous Tender (MEAT) method. The Authority has chosen the Value for Money Index (VfMI) MEAT methodology approach. Only one Tenderer will be awarded the contract and will be selected based on the Evaluation Methodology that provides the MEAT.

Tender Evaluation Selection Process

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

One or more consensus meetings will be held between evaluators to understand and discuss the rationale for the scores for the relevant Tender Deliverables. The purpose of this process is to reach a consensus among the evaluators in relation to the score for each Requirement of Response and the rationale for that score. This consensus process will be facilitated by an independent chair with relevant experience and expertise, who has not been involved in the evaluation of the relevant Requirement(s) of Response. The output of the consensus meeting will be an agreed score and the agreed rationale for each score, which shall be recorded. The Technical and Financial consensus scores will be used in the calculation of the Value for Money Index for each Tender.

Moderation will be the responsibility of experienced senior personnel in the Authority team who have not been involved in the evaluation or consensus phases. Prior to finalising the consensus scores, the moderators will review the scores awarded to the Tenders to provide assurance that due process has been followed. The moderation process will comprise a meeting, or series of meetings, conducted specifically for the purpose of moderating Tenders. During each such meeting, the moderators will meet with the relevant evaluators with a view to arriving at a moderated score (or position) in respect of each Requirement of Response. Such moderated scores (or positions) will be established through a process of discussion, to the extent necessary, between moderators and evaluators, and the moderated score in respect of each Requirement of Response will be recorded at the relevant stage in each moderation meeting once it is established.

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

Stage	Role	Stage Description
1	Tenderer	Submission of Tender
2	Authority	Evaluation of: <ul style="list-style-type: none"> - Commercial Compliance Matrix – Appendix 1 - Technical Compliance Matrix – Appendix 2 - Tender Price Matrix – Appendix 3
3	Authority	Evaluation of Commercial Responses
4	Authority	Evaluation of Technical Responses
5	Joint	Period of Clarification and Negotiation
6	Tenderer	Revise or Confirm Offer (ROCO)
7	Authority	Evaluation of Revised Response
8	Joint	Period of Clarification
9	Authority	Final Tender Assessment/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 in accordance with Annex A (Tender Submission Document (Offer)) 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 tables 2a & 2b below, Tenderers will be required to PASS in order to proceed to stage 2 of the procurement process: **Stage 2 Evaluation of Commercial & Technical Compliance Matrix** (detailed below).

Table 2a: Tender Deliverable Checklist

Tenderer Deliverable Document ID/No.	Deliverable Document Description	Part of the Contract	Commercial (C) or Technical (T) Envelope
Pass / Fail Response Requirements			
TD1	Tender Deliverable Checklist (DEFFORM 47 Annex B)	No	Commercial
TD2	Commercial Mandatory Declarations (DEFFORM 47 Annex A)	No	Commercial
TD3	Commercial Compliance Matrix (DEFFORM 47 Annex B, Appendix 1)	No	Commercial
TD4	Technical Compliance Matrix (SOR) (DEFFORM 47 Annex B, Appendix 2)	Yes	Technical
TD5	Parent Company / Bank Guarantee	Yes (if applicable)	Commercial
TD6	Cyber Defence Cyber Protection Partnership - GOV.UK	Yes	Commercial
TD7	Pricing Section of DSP	No	Commercial
TD8	Tender Price Matrix inc. Payment Plan (DEFFORM 47 Annex L)	Yes	Commercial
TD9	Required Insurances and Requested Insurances table (DEFFORM 47 Annex M)	Yes	Commercial

Table 2b: Tender Deliverable at Tender Submission Checklist

Tenderer Deliverable Document ID/No	Contractor Deliverable Document	DID No.	Part of the Contract	Commercial (C) or Technical (T) Envelope
TD 10	Transition and Delivery Plan (TDP)	DID 1	Yes	Technical
TD 11	Configuration Management Plan (CMP)	DID 3	Yes	Technical
TD 12	Obsolescence Management Plan (OMP)	DID 4	Yes	Technical
TD 13	Engineering Management Plan (EMP)	DID 5	Yes	Technical
TD 14	Safety Management Plan (SMP)	DID 6	Yes	Technical
TD 15	Environmental Document Pack	DID 9	Yes	Technical
TD 16	Availability, Reliability and Maintainability Plan (ARMP)	DID11	Yes	Technical
TD 17	Maintenance Organisation Exposition (MOE)	DID 25	Yes	Technical
TD 18	Social Value (SV) Plan	DID 16	Yes	Technical
TD 19	Technical Publications Management Plan (TPMP)	DID 17	Yes	Technical
TD 20	Service and Support Management Plan (SSMP)	DID 20	Yes	Technical
TD 21	CAA Oversight of Military Registered Aircraft (COMRA) Strategy	DID 21	Yes	Technical
TD 22	Certification Strategy	DID 24	Yes	Technical
TD 23	Design Organisation Handbook	DID 26	Yes	Technical
TD 24	Design Organisation Approval Gap Analysis and Closure Plan	DID 27	Yes	Technical
TD 25	Maintenance Approval Gap Analysis and Closure Plan	DID 29	Yes	Technical
TD 26	Security Management Plan	DID 31	Yes	Technical
TD 27	CAMO Support Plan	DID 32	Yes	Technical

Note: Tenderers will be required to submit all of the above, in order to proceed to the next stage.

Stage 2: Evaluation of Commercial & Technical Compliance Matrix

An initial compliance check will be conducted by the Authority using the below appendices of Annex B (Tender Evaluation):

- Appendix 1 - Commercial Compliance Matrix (see Commercial Compliance Criteria below); and
- Appendix 2 – Technical Compliance Matrix (SOR) (see Technical Compliance Criteria Below); and
- Appendix 3 – Tender Price Evaluation Matrix (Annex L).

Once this has been completed, the Commercial Questions will be evaluated on a Pass/Fail basis followed by an evaluation of the technical response which will be scored against a pre-determined set of criteria in accordance with the Technical (Non-Cost) Element of the Value for Money Index Evaluation.

Stage 3: Evaluation of Commercial Compliance

The Commercial Questions will be evaluated on a Pass/Fail basis in accordance with the paragraphs below. 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 to enable a final decision to be made. If the "Fail" decision is upheld, then the Authority reserves the right to remove the Tenderer from the Competition, in which case no further evaluation will take place.

Pass:

- Completion of DEFFORM 47 and all items in the Commercial Compliance Matrix have been assessed by the Authority as Fully Compliant.
- 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:

- Incomplete responses to DEFFORM 47; or
- Unchecked or no response received; or
- Not willing to accept the draft Contract Terms and Conditions; or
- 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.

Insurance Review Criteria (PASS/FAIL)

The Tenderers are required to provide the Required Insurances, as set out in Table 1 of Annex M to this DEFFORM 47 and the terms of the Contract. The Tenderers shall complete Table 1 of Annex M accordingly. Such Required Insurances shall be evaluated as PASS/FAIL questions in accordance with the below criteria. If the "Fail" decision is upheld, then the Authority shall remove the Tenderer from the Competition and no further evaluation will take place.

The Tenderers are requested (but not obliged) to provide the Requested Insurances, as set out in Table 2 of Annex M to this DEFFORM 47 and the terms of the Contract. The Tenderers shall complete Table 2 of Annex M where possible. The Requested Insurances shall not be evaluated for the purposes of this Competition. Where the Tenderer has completed Table 2 of Annex M, then the Preferred Tenderer shall provide the Required Insurances and may (if previously provided) be requested to provide such Requested Insurances at Contract award. If not previously provided, then the Preferred Tenderer shall provide the Required Insurances only.

Marking Scheme for insurer identity of the Required Insurances

The insurer or insurers proposed by the Contractor against each class of Required Insurance in the column headed "Insurer identity (including any excess layer insurers)" in Table 1 of Annex M are considered by the Authority based on its professional judgement (which may include the judgement of its professional insurance advisers) to be a reputable insurer(s) of sufficient standing for the class of insurance and the location of the services in question taking into

consideration matters including, but not limited to, ownership, management, operating environment, reinsurance protection, lines of business, profitability and business philosophy (a “Reputable Insurer”). This will be evaluated on a Pass/Fail basis and the insurer proposed by the Contractor in Table 1 of Annex M for each category of insurance must be a Reputable Insurer to constitute a Pass.

Tenderer Proposed Maximum Deductible Threshold

The maximum deductible threshold proposed by the Contractor for each and every occurrence for each class of Required Insurance in the column headed “Proposed maximum deductible threshold” of Table 1 of Annex M is considered by the Authority based on its the professional judgement (which may include the judgement of its professional insurance advisers) to be reasonable in the insurance market prevailing at the point of the submission by the Contractor of its response (a “Reasonable Maximum Deductible Threshold”). This will be evaluated on a Pass/Fail basis and each proposed maximum deductible threshold must be a Reasonable Maximum Deductible Threshold to constitute a Pass.

Stage 4: Evaluation of Technical Questions

Tenders, subject to passing the initial compliance check questions in accordance with Stage 3 above, will progress to the Technical Evaluation Stage. This is where the Authority will evaluate the Tenderer’s response and score them accordingly using the published scoring schemes, against the following areas:

- Social Value (see DID 16);
- Transition and Delivery Plan (see DID 1);
- Security (see DID 31);
- Quality Assurance;
- In-Service Support & Through Life Support (see DID 4, 17, 20 & 32);
- Safety (see DID 6);
- Certification (see DID 21, 24, 26 & 27);
- Engineering (see DID 3, 5, 11 & 17).

A score of 0 against any of the above areas, or a score below 60 for Quality Assurance, 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.

Stage 5: Period of Clarification and Negotiations

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

5.1 Clarification

Once the evaluation of the Tenderers’ 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/Matrix 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 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 2 (two) working days to respond, the Authority will reserve the right to be able to amend this time frame as required.
- If a Potential Tenderer requires more time than this, then a request must be made within 2 (two) working days via the DSP of the Clarification being submitted.
- The Authority reserves the right to be able to amend this time frame as required.

5.2 Negotiation

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 any Technical negotiations. Further details are in Appendix 5 (Negotiations) 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 revised offer, referred to as a ROCO. The ROCOs should be submitted in accordance with 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 same clarification rules in Stage 5 will apply.

Stage 9: Final Tender Assessment Panel/Selection of Preferred Tenderer

The Authority will have a Tender Assessment Panel (TAP) who will preside over the CSAT Ph2 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 final VfM 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.

Subject to Stage 10, the Authority reserves the right to declare and notify the Preferred Tenderer following competition of the TAP.

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 Tenderers 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 Value for Money Index Evaluation

Within the Technical (Non-Cost) criteria, the 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 the table below:

Technical (Non-Cost) Criteria	Technical (Non-Cost) Weighting	Scoring Explanation
Social Value	10 %	<p>Social Value responses will be subject to the following mark scheme:</p> <ul style="list-style-type: none"> • 0 – Inadequate • 10 – Adequate • 30 – Fair • 70 – Good • 100 – Excellent
Transition & Delivery Plan	49 %	<p>Transition & Delivery Plan responses will be subject to the following mark scheme:</p> <ul style="list-style-type: none"> • 0 – Inadequate • 10 – Adequate • 30 – Fair • 70 – Good • 100 – Excellent
Security	6%	<p>Security responses will be subject to the following mark scheme:</p> <ul style="list-style-type: none"> • 0 – Inadequate • 30 – Adequate • 70 – Good • 100 – Excellent
Quality Assurance	6%	<p>Quality responses will be subject to the following mark scheme:</p> <ul style="list-style-type: none"> • 0 – Inadequate • 20 – Poor • 40 – Fair • 60 – Acceptable • 80 – Good • 100 – Excellent
In-Service Support & Through Life Support	11%	<p>In-Service Support & Through Life Support responses will be subject to the following mark scheme:</p> <ul style="list-style-type: none"> • 0 – Inadequate • 10 – Adequate • 30 – Fair • 70 – Good • 100 – Excellent
Safety	6%	<p>Safety responses will be subject to the following mark scheme:</p> <ul style="list-style-type: none"> • 0 – Inadequate • 10 – Adequate • 30 – Fair • 70 – Good • 100 – Excellent

Certification	6%	Certification responses will be subject to the following mark scheme: <ul style="list-style-type: none"> • 0 – Inadequate • 30 – Adequate • 70 – Good • 100 – Excellent
Engineering	6%	Engineering response will be subject to the following mark scheme: <ul style="list-style-type: none"> • 0 – Inadequate • 10 – Adequate • 30 – Fair • 70 – Good • 100 – Excellent
Pass / Fail Questions	Pass / Fail	Scoring “Fail” on any of these questions may result in the Tenderer being considered non-compliant overall and not being allowed to continue in the competition.

As stated in Stage 4 (Evaluation of Technical Questions) of Annex B (Tender Evaluation), if the Tenderer is scored a 0 against any of the technical criteria list in the above table, or less than 60 for Quality Assurance, the Tenderer's response will be considered non-compliant and the Authority reserves the right to either disqualify the Tenderer or take the Tenderer through to the Negotiation Phase, Stage 5.

CSAT RECAP PH2 ITN Tender Evaluation / Technical Questions					
Item	Topic	%	Description	%	Minimum Compliance Score
		Weighting		Sub Weighting	
0	Mandatory Question	PASS/FAIL			PASS
1	Social Value	10.0%	Tackling economic inequality	5.0%	Score - 10
			Equal Opportunity	5.0%	
2	Transition (to new contract) & Delivery Plan (Spiral 1 & Spiral 2)	49.0%	Transition to Inservice	24.0%	Score - 10
			Transition to Spiral 1 (Delivery of Core Requirements)	20.0%	
			Transition to Spiral 2 (Delivery of Embodiment Options)	5.0%	
3	Security	6.0%			Score - 30
4	Quality Assurance	6.0%			Score - 40
5	ISS & TLS	11.0%	In Service Support (ISS) Plans	8.0%	Score - 10
			CAMO Support	3.0%	
6	Safety	6.0%			Score - 10
7	Certification	6.0%			Score - 30
8	Engineering	6.0%			Score - 10
		100%			

Table SD.2.2 (Pass/Fail)

Question				%	Scoring Criteria	
Item	Topic	Purpose	Evidence Required	N/A	PASS	FAIL
2.2.1	Design Approval Organisation Scheme (DAOS)	The system shall be supported by a DAOS accredited DO, compliant with MRP Requirements and Regulatory Articles; or capable of gaining DAOS accreditation within 15 months of Contract award or 9 months prior to Spiral 1, whichever is earliest.	<p>The Tenderer will respond by providing evidence that DAOS accreditation is achievable in the required timeframe.</p> <p>The Tenderer will respond by providing the following:</p> <ul style="list-style-type: none"> • Extant Design Organisation Handbook in accordance with UK/EASA Part J 21.A.243 (DID 26). • Gap analysis and route to closure illustrating the difference between any existing Design certificate held and DAOS requirements set out in RA 5850 (DID 27). • Milestone plan to provide confidence to the Authority that they have the ability to achieve DAOS for Envoy IV in accordance with RA 5850 within 15 months of Contract award or 9 months prior to Spiral 1 embodiment, whichever is earliest. 	Pass/Fail	<p>The Tenderer gives the Authority sufficient confidence that it:</p> <ul style="list-style-type: none"> • Demonstrates sufficient understanding of the requirements for achieving DAOS approval for Envoy; and • Demonstrates the route to DAOS is achievable in the required time frame. <p>Proposed DAOS plan has been reviewed by the Subject Matter Expert and they concur that the proposal is adequate and achievable.</p>	<p>The Tenderer fails to:</p> <ul style="list-style-type: none"> • Provide a plan for achieving DAOS in the stipulated timeframe; or • The Tenderer's proposed plan for achieving DAOS fails to demonstrate sufficient level of confidence that the target date is achievable. <p>Proposed DAOS plan has been reviewed by the Subject Matter Expert and in their experience the plan does not provide sufficient information and/or realistic milestone to meet the desired timeframe.</p>

Question				%	Scoring Criteria	
Item	Topic	Purpose	Evidence Required	N/A	PASS	FAIL
2.2.2	Maintenance Approved Organisational Scheme ("MAOS")	The Air System shall be supported by a MAOS accredited Maintenance Organisation. Compliant with MRP requirements and Regulatory Articles. Under COMRA Leaflet B40, the system also needs to be supported by a CAA approved Part 145 Organisation.	<p>The Tenderer will respond by providing evidence that MAOS accreditation is achievable in the required timeframe.</p> <p>The Tenderer will respond by providing the following:</p> <ul style="list-style-type: none"> • Extant Maintenance Organisation Exposition in accordance with UK 145.A.70 or from equivalent governing body (DID 25). • Gap analysis and route to closure illustrating the difference between any existing maintenance approval held and the requirements set out in RA 4800. (DID 29). • Milestone plan to provide confidence to the Authority that they have the ability to achieve MAOS for Envoy IV in accordance with RA4800 within 15 months of Contract award. 	Pass/Fail	<p>The Tenderer gives the Authority sufficient confidence that it has:</p> <ul style="list-style-type: none"> • Demonstrated sufficient understanding of the requirements for achieving MAOS approval for Envoy; and • Demonstrated the route to MAOS is achievable in the required time frame. <p>Proposed MAOS plan has been reviewed by the Subject Matter Experts and they concur that the proposal is adequate and achievable.</p>	<p>The Tenderer fails to:</p> <ul style="list-style-type: none"> • Provide a plan for achieving MAOS in the stipulated timeframe; or • the Tenderer's proposed plan for achieving MAOS fails to demonstrate sufficient level of confidence that the target date is achievable. <p>Proposed MAOS plan has been reviewed by the Subject Matter Experts and in their experience the plan does not provide sufficient information and/or realistic milestone to meet the desired timeframe</p>

Question				%	Scoring Criteria	
Item	Topic	Purpose	Evidence Required	N/A	PASS	FAIL
2.2.3	Environmental	<p>The Authority wishes to understand how the Tenderer intends to manage the environmental aspects and impacts associated with the PSS delivered.</p> <p>The Authority seeks confidence that the Tenderer can effectively demonstrate, document and manage all environmental aspects and impacts of the PSS post contract award.</p>	<p>The Tenderer will respond by completing the Environmental Documentation below to the required standard at Tender, as described in DID 9 of Schedule 7:</p> <ul style="list-style-type: none"> ▪ Def Stan 00-051 compliance matrix at Annex H to this ITN; ▪ Environmental Management Plan 	Pass/Fail	<p>The Tenderer has provided the Environmental Management Plan (EnvMP) and a completed Def Stan 00-51 compliance matrix</p> <p>The Tenderer has stated to the Authority through their EnvMP as to how they manage the environmental Aspects and Impacts, and how they meet compliance obligations associated with the program.</p> <p>As a minimum the EnvMP will consist of:</p> <ul style="list-style-type: none"> - A summary of anticipated and/or actual legal compliance arguments, exemptions, derogation; and - Anticipated and/ or actual significant environmental aspects. 	<p>The Tenderer fails to provide the set minimum of required document, as listed, and/or the submitted documents contain no level of detail and clarity for the Authority to determine confidence in the Tenderer as a delivery partner against the requirements.</p>

Table SD.2.3 (Social Value)

Questions				%	Scoring Criteria				
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	70 - Good	30 - Fair	10 - Adequate	0 - Inadequate
2.3.1	Tackling economic inequality: Increase supply chain resilience and capacity	The Authority wishes to understand how the Tenderer will tackle economic inequality through the performance of the CSAT Phase 2 Contract, including increase supply chain resilience and capacity.	<p>MAC 3.4 the Tenderer demonstrates collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.</p> <p>MAC 3.5 Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.</p> <p>The Tenderer should refer to the requirements within DID 16 – Social Value Plan.</p>	5	<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. 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"> ▪ Excellent understanding of the Purpose ▪ Excellent proposals demonstrated through relevant evidence ▪ Considerable insight into relevant issues ▪ The proposition of additional value in several respects above that expected. 	<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. 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"> ▪ Good understanding of the Purpose ▪ Sufficient competence demonstrated through relevant experience ▪ Some insight demonstrated into relevant issues 	<p>The response shows some general experience of the Purpose and Evaluation Question. The response meets elements of the requirement but gives concern in a number of significant areas.</p> <p>There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> • There is at least one significant issue with the proposal that needs considerable attention. • Proposals do not demonstrate competence or understanding. • The response is light on detail and unconvincing. • The response makes limited reference (naming only) to the social value. 	The response meets the minimum elements of the requirement but gives concern in a number of significant areas .	The response completely fails to meet the required standard or does not provide a proposal.

Questions				%	Scoring Criteria				
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	70 - Good	30 - Fair	10 - Adequate	0 - Inadequate
2.3.2	Equal Opportunity	The Authority wishes to understand how the Tenderer will provide Equal Opportunity through the performance of the CSAT Phase 2 Contract, including tackling workforce inequality.	<p>MAC 6.1 Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.</p> <p>The Tenderer should refer to the requirements within DID 16 – Social Value Plan.</p>	5	<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. 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"> ▪ Excellent understanding of the Purpose ▪ Excellent proposals demonstrated through relevant evidence ▪ Considerable insight into relevant issues ▪ The proposition of additional value in several respects above that expected 	<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. 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"> ▪ Good understanding of the Purpose ▪ Sufficient competence demonstrated through relevant experience ▪ Some insight demonstrated into relevant issues 	<p>The response shows some general experience of the Purpose and Evaluation Question. The response meets elements of the requirement but gives concern in a number of significant areas.</p> <p>There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> • There is at least one significant issue with the proposal that needs considerable attention • Proposals do not demonstrate competence or understanding • The response is light on detail and unconvincing • The response makes limited reference (naming only) to the social value 	The response meets the minimum elements of the requirement but gives concern in a number of significant areas .	The response completely fails to meet the required standard or does not provide a proposal.

Table SD.2.4 (Transition & Delivery Plan)

Questions				%	Scoring Criteria				
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	70 - Good	30 - Fair	10- Adequate	0 - Inadequate
2.4.1	Transition to In-service	The Authority wishes to understand how Tenderers shall actively identify, govern and manage the transition to In-service for 1 October 2026	<p>The Authority requires the Tenderer to develop and deliver a Transition Plan that provides confidence that the Tenderer's organisation can meet all of its requirements.</p> <p>The Tenderer should refer to the requirements within DID 1 - Transition and Delivery Plan and wider Contract Deliverable Documents.</p> <p>The Tenderer should also refer to the requirements set out in the SOR documents.</p> <p>The Tenderer must include a timeline of required actions from Contract Award to In-service.</p>	24	The Tenderer has provided a comprehensive Transition Plan which provides an excellent level of detail against every point required to be addressed for the transition to In-service (1 October 2026). The response uses recognised terminology with the Tenderer instilling complete confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides a good level of detail against every point required to be addressed for the transition to In-service (1 October 2026). The response uses recognised terminology with the Tenderer instilling very good confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides a fair level of detail against the majority of points required to be addressed for the transition to In-service (1 October 2026). The response uses recognised terminology with the Tenderer instilling fair confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides minimum acceptable evidence against the majority of the points required to be addressed for the transition to In-service (1 October 2026). The response uses some recognised terminology with the Tenderer instilling some confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides an inadequate level of detail against the majority of the points required to be addressed for the transition to In-service and/or the Transition Plan indicates that IOC will not be achieved by the In-service date of 1 October 2026.

Questions				%	Scoring Criteria				
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	70 - Good	30 - Fair	10- Adequate	0 - Inadequate
2.4.2	Transition to Spiral 1 (Delivery of Core Requirements)	The Authority wishes to understand how Tenderers shall actively identify, govern and manage the transition to MDC Spiral 1 by April 2028.	<p>The Authority requires the Tenderer to develop and deliver a Transition Plan that provides confidence the Tenderer's organisation can meet all of its requirements.</p> <p>The Tenderer should refer to the requirements within DID 1 - Transition and Delivery Plan and wider Contract Deliverable(s) Documents.</p> <p>The Tenderer should also refer to the requirements set out in the SOR.</p> <p>The Tenderer must include a timeline from Design to completion of the embodiment.</p>	20	The Tenderer has provided a comprehensive Transition Plan which provides an excellent level of detail against every point required to be addressed for the transition to MDC Spiral 1 by April 2028. The response uses recognised terminology with the Tenderer instilling complete confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides a good level of detail against every point required to be addressed for the transition to MDC Spiral 1 by April 2028. The response uses recognised terminology with the Tenderer instilling good confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides a fair level of detail against the majority of points required to be addressed for the transition to MDC Spiral 1 by April 2028. The response uses recognised terminology with the Tenderer instilling fair confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides minimum acceptable evidence against the majority of the points required to be addressed for the transition to MDC Spiral 1 by April 2028. Response uses some recognised terminology with the Tenderer instilling some confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides an inadequate level of detail against the majority of the points required to be addressed for the transition to MDC Spiral 1 by April 2028 and/or the Transition Plan indicates that IOC will not occur by this date.

Questions				%	Scoring Criteria				
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	70 - Good	30 - Fair	10- Adequate	0 - Inadequate
2.4.3	Transition to Spiral 2 (Delivery of Embodiment Options)	The Authority wishes to understand how Tenderers shall actively identify, govern and manage the transition to MDC Spiral 2 by April 2029	<p>The Authority requires the Tenderer to develop and deliver a Transition Plan that provides confidence that the Tenderer's organisation can meet all of its requirements.</p> <p>The Tenderer should refer to the requirements within DID 1 - Transition and Delivery Plan and wider Contract Deliverable(s) Documents.</p> <p>The Tenderer should also refer to the requirements set out in the SOR documents</p> <p>The Tenderer must include a timeline from Design to completion of the embodiment.</p>	5	The Tenderer has provided a comprehensive Transition Plan which provides an excellent level of detail against every point required to be addressed for the transition to MDC Spiral 2 by April 2029. The response uses recognised terminology with the Tenderer instilling complete confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides a very good level of detail against every point required to be addressed for the transition to MDC Spiral 2 by April 2029. The response uses recognised terminology with the Tenderer instilling very good confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides a good level of detail against the majority of points required to be addressed for the transition to MDC Spiral 2 by April 2029. The response uses recognised terminology with the Tenderer instilling good confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides minimum acceptable evidence against the majority of the points required to be addressed for the transition to MDC Spiral 2 by April 2029. The response uses some recognised terminology with the Tenderer instilling minimum confidence as a delivery partner who will deliver against the requirements.	The Tenderer has provided a Transition Plan which provides an inadequate level of detail against the majority of the points required to be addressed for the transition to MDC Spiral 2 by April 2029 and/or the Transition Plan indicates that IOC will not occur by the required date.

Table SD.2.5 (Security)

Questions				%	Scoring Criteria			
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	70 - Good	30 - Adequate	0 - Inadequate
2.5.1	Security	The Authority wishes to understand how Tenderers shall actively identify, govern, and manage Security and cyber risks, through life.	<p>The Authority requires you to deliver a Security Management Plan that provides confidence your organisation can meet all its Security requirements, to include, but not limited to:</p> <ol style="list-style-type: none"> 1. Governance 2. Board Direction 3. Roles and Responsibilities 4. Asset Management 5. Risk Management 6. Periodically Assessing Risk 7. Internal Controls Assurance 8. Supply Chain Assurance 9. Identity and Access Control 10. System Security 11. Vulnerability Management 12. Penetration Testing 13. Change Management 14. Patch management 15. Resilient back Ups 16. Cyber Security Culture and Training 17. Security Monitoring 18. Response and Recovery 19. Testing and Exercising 20. Applicable laws compliance <p>As per Security DID 31</p>	6	<p>The Tenderer has provided a comprehensive Security Management Plan which provides an excellent level of detail against every point required to be addressed.</p> <p>Response uses recognised Security terminology with the Tenderer instilling complete confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided a Security Management Plan which provides a good level of detail against every point required to be addressed.</p> <p>Response uses recognised Security terminology, with the Tenderer instilling good confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided a Security Management Plan which provides minimum acceptable evidence against the majority of the points required to be addressed.</p> <p>Response uses recognised Security terminology, with the Tenderer instilling minimum confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer fails to provide a required document, and/or the submitted document contains low level detail and clarity for the Authority to determine confidence in the Tenderer as a delivery partner against the requirements.</p>

Table SD.2.6 (Quality)

Questions				% Weighting	Scoring Criteria					
Item	Topic	Purpose	Evidence Required		100 - Excellent	80 - Good	60 - Acceptable	40 - Fair	20 - Poor	0 - Inadequate
2.6.1	Quality Does your 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? Note: Quality will form an important part of the Transition and Delivery Plan (TDP) which will be linked to a payment plan and a Key Performance Indicator (KPI), all of which will be monitored in accordance with the TDP (DID 1).	The Authority wishes to understand the Tenderer's response to nonconformance within their Organisation Quality Management System (QMS).	<p>Where the QMS provided by the Tenderer is not subject to any open nonconformities it will gain an excellent score. Otherwise, the Tenderer needs to provide a supporting statement in the format detailed below.</p> <p>This statement will need to demonstrate that corrective and/or containment actions will be implemented in a timely manner to ensure that the MOD is not unduly exposed to risk.</p> <p>No more than two A4 pages for each entry, as a minimum detailing:</p> <ul style="list-style-type: none"> • Contractors Name and Address: • Number and Title/Description of nonconformity: • Name of recipient of nonconformity: • Name of issuing Certification Body (CB): • Date raised by CB: • Address/location where processes/work activity subject to the nonconformity are applied: • Detail corrective and/or containment actions to address each NC <p>Note: Where the Tenderer proposes to deliver the requirement in whole or in part by reliance on the capacities of other entities, whether as part of a formal consortium or</p>	6	<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>Or the potential provider has no QMS certification body identified nonconformities.</p>	<p>The response demonstrates that containment actions have been initiated and that the major corrective actions are being implemented, that the organisation is addressing the root causes and monitoring results to ensure they have the desired effect.</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>

Questions				%	Scoring Criteria					
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	80 - Good	60 - Acceptable	40 - Fair	20 - Poor	0 - Inadequate
			otherwise, the candidate must ensure that each entity can provide detail of any open nonconformities (major or minor) against their organisation's QMS issued by the QMS 3rd party CB.							

Table SD.2.7 (In-Service Support & Through Life Support)

Questions				% Weighting	Scoring Criteria				
Item	Topic	Purpose	Evidence Required		100 - Excellent	70 - Good	30 - Fair	10 - Adequate	0 - Inadequate
2.7.1	In Service Support (ISS) Plans	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>The Tenderer will respond by completing the In-Service Support Plan documentation below to the required standard at Tender in accordance with the relevant DID:</p> <p>Obsolescence Management Plan (DID 4) Tech Pubs Plan (DID 17) Service and Support Management Plan (DID 20)</p>	8%	<p>The Tenderer has provided a comprehensive set of ISS Plans that provides an excellent level of detail as to how the Authority's requirements will be fulfilled in a timely and effective manner against every point required to be addressed. The Tenderer has given absolute clarity to the Authority through the documentation set as to how they will manage delivery of CSAT ISS.</p> <p>The response uses recognised logistic terminology, with the Tenderer instilling excellent confidence as a reliable delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided a comprehensive set of ISS Plans that provides a good level of detail as to how the Authority's requirements will be fulfilled in a timely and effective manner against every point required to be addressed. The Tenderer has given a high level of clarity to the Authority through the documentation set as to how they will manage delivery of CSAT ISS. The response uses recognised logistic terminology, with the Tenderer instilling good confidence as a reliable delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided a good set of ISS Plans that provides acceptable detail as to how the Authority's requirements will be fulfilled in a timely and effective manner majority of the points required to be addressed. The Tenderer has given limited level of clarity to the Authority through the documentation set as to how they will manage delivery of CSAT ISS. The response uses recognised logistic terminology, with the Tenderer instilling limited confidence as a reliable delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided an adequate set of ISS Plans that provides minimal detail as to how the Authority's requirements will be fulfilled in a timely and effective manner. The Tenderer has given limited level of clarity to the Authority through the documentation set as to how they will manage delivery of CSAT ISS. The response uses some recognised logistic terminology, with the Tenderer instilling limited confidence as a reliable delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided a set of In Service Support Plans that provides an inadequate level of detail as to how the Authority's requirements will be fulfilled in a timely and effective manner. The Tenderer has given insufficient clarity to the Authority through the documentation as to how they will manage delivery of CSAT in-service support. The response makes insufficient use of recognised logistic terminology, with the Tenderer instilling low confidence as a reliable delivery partner who will deliver against the requirements.</p>

Questions				%	Scoring Criteria				
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	70 - Good	30 - Fair	10 - Adequate	0 - Inadequate
2.7.2	Continuing Airworthiness Management Organisation (CAMO) Support	<p>The Authority wishes to understand how Tenderers intend to set up and fulfil the CAMO requirements through the life of the contract.</p>	<p>The Tenderer will respond by outlining their plans with regards to CAMO requirements:</p> <p>CAMO establishment - nominated person, support staff Management of repairs Management of LLP Management of fault investigations Management of aw records Incident reporting Configuration management AMM/CMM update process</p> <p>The Tenderer will also provide copies of a CAA approved CAME, a MOE, and any MOE supplements, in accordance with RA 4800.</p> <p>The Tenderer should refer to the requirements within DID 32 – CAMO Support Plan.</p>	3%	<p>The Tenderer has provided a comprehensive plan for CAMO Support 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 response uses recognised terminology, with the Tenderer instilling excellent confidence as a reliable delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided a good Plan for CAMO Support which provides a good level of detail against every point required to be addressed.</p> <p>The response uses recognised terminology with the Tenderer instilling good confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided a plan for CAMO Support which provides a fair level of detail against the majority of points required to be addressed.</p> <p>The response uses recognised terminology with the Tenderer instilling fair level of confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided a plan for CAMO Support which provides minimum acceptable evidence against the majority of the points required to be addressed.</p> <p>The response uses some recognised terminology with the Tenderer instilling some confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided a plan for CAMO Support which provides an inadequate level of detail against the majority of the points required to be addressed.</p>

Table SD.2.8 (Safety)

Questions				% Weight ing	Scoring Criteria				
Item	Topic	Purpose	Evidence Required		100 - Excellent	70 - Good	30 - Fair	10 - Adequate	0 - Inadequate
2.8.1	Safety	<p>The Authority wishes to understand how Tenderers intend to Manufacture, Certify, Configure, Control and Assess the System (including all components) and manage safety of the System solution.</p> <p>The Authority seeks confidence that the Tenderer can effectively demonstrate and document all engineering and safety aspects of the System requirements post Contract award.</p>	<p>The Tenderer will respond by completing the Safety Documentation below to the required standard at Tender in accordance with the relevant DID:</p> <ul style="list-style-type: none"> ▪ Safety Management Plan (DID 6) <p>These documents will outline all Safety aspects required to support the Tenderer's system solution. It should include safety documentation from Tenderer suppliers as part of the System. It should cover the Tenderer's continued safety commitment to supporting the system solution in service through timely responses to technical information requests and any post design services.</p>	6%	<p>The Tenderer has provided comprehensive Safety Documentation which provides an excellent level of detail as to how all requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has given absolute clarity to the Authority through their Safety Documentation as to how they Manufacture, Certify, Configure, Control and Assess the System and manage the Safety of the System Contract.</p> <p>The response uses recognised Safety terminology, with the Tenderer instilling complete confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided comprehensive Safety Documentation which provides a good level of detail as to how all 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 Documentation as to how they Manufacture, Certify, Configure, Control and Assess the System and manage the Safety of the System Contract.</p> <p>The response uses recognised Safety terminology, with the Tenderer instilling good confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided Safety Documentation which provides a fair 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 Documentation as to how they Manufacture, Certify, Configure, Control and Assess the Safety of the System Contract.</p> <p>The response uses recognised Safety terminology, with the Tenderer instilling confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided the Safety Documentation which provides an adequate 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 Documentation as to how they Manufacture, Certify, Configure, Control and Assess the System and manage the Safety of the System solution.</p> <p>The response uses some recognised Safety terminology, with the Tenderer instilling limited confidence as a 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 in the Tenderer as a delivery partner against the requirements.</p>

Table SD.2.9 (Certification)

Questions				%	Scoring Criteria			
Item	Topic	Purpose	Evidence Required		100 - Excellent	70 - Good	30 - Adequate	0 - Inadequate
2.9.1	Certification Support	The Authority wishes to understand how Tenderers intend to provide design and certification support to aid the UK government in providing the necessary evidence to the respected aviation authorities for any and all modifications carried out to the platform.	<p>The Tenderer will respond by completing the following:</p> <ul style="list-style-type: none"> • COMRA Strategy as described in DID 21. • Certification Strategy as described in DID 24. 	6%	<p>The Tenderer gives the Authority complete confidence that the Contractor:</p> <ul style="list-style-type: none"> • has provided a detailed and robust certification strategy in accordance with DID 24. • certification strategy includes potential risks and mitigations for the proposed military changes. • currently holds and has held, for at least 5 years, design organisation approval. • Or an organisation as part of the Tenderer currently holds and has held, for at least 5 years, design organisation approval. • has provided a detailed and robust strategy for operating within COMRA B-40 construct (DID 21). 	<p>The Tenderer gives the Authority a good level of confidence that the Contractor:</p> <ul style="list-style-type: none"> • has provided a detailed and robust certification strategy in accordance with DID 24. • certification strategy includes potential risks and mitigations for the proposed military changes. • currently holds and has held for at least 5 years design organisation approval. • Or an organisation as part of the Tenderer currently holds and has held for at least 5 years design organisation approval. • has provided a strategy for operating within COMRA B-40 construct (DID 21). 	<p>The Tenderer gives the Authority reasonable levels of confidence that the Contractor:</p> <ul style="list-style-type: none"> • has provided an adequate certification strategy in accordance with DID 24. • held a design approval within the past 5 years. • Or an organisation as part of the Tenderer has held a design approval within the past 5 years. • has provided an outline strategy for operating within COMRA B-40 construct (DID 21). 	<p>The Tenderer gives the Authority insufficient level of confidence that the Contractor:</p> <ul style="list-style-type: none"> • has provided none, incomplete or vague certification strategy that does not give confidence to the Authority that the modifications will be managed appropriately • has not held a design organisation approval within the past 5 years • Or an organisation as part of the Tenderer has not held a design organisation approval within the past 5 years. • has not provided any consideration of potential risks and mitigations for the proposed military changes.

Table SD.2.10 (Engineering)

Questions				%	Scoring Criteria				
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	70 - Good	30 - Fair	10 - Adequate	0 - Inadequate
2.10.1	Engineering Documentation	<p>The Authority wishes to understand how Tenderers intend to Manufacture, Certify, Configure, Control and Assess the System (including all components) and manage engineering aspects of the System solution.</p> <p>The Authority seeks confidence that the Tenderer can effectively demonstrate and document all engineering aspects of the System requirements post Contract award.</p>	<p>The Tenderer will respond by completing the Engineering Documentation below to the required standard at Tender law the relevant DID:</p> <ul style="list-style-type: none"> Configuration Management Plan (DID 3) Engineering Management Plan (DID 5) ARM Plan (DID 11) Technical Publications Management Plan (DID17) <p>These documents will outline all Engineering requirements to support the Tenderer's system solution. The response should include engineering documentation from the Tenderer's suppliers as part of the System.</p>	6%	<p>The Tenderer has provided comprehensive 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 Engineering Documentation as to how they Manufacture, Certify, Configure, Control and Assess the System and manage the Engineering of the System Contract.</p> <p>The response uses recognised Engineering terminology, with the Tenderer instilling complete confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided comprehensive 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 a good level of clarity to the Authority through their Engineering Documentation as to how they Manufacture, Certify, Configure, Control and Assess the System and manage the Engineering of the System Contract.</p> <p>The response uses recognised Engineering terminology, with the Tenderer instilling good confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided Engineering Documentation which provides a fair level of detail as to how the requirements will be fulfilled in a timely and effective manner.</p> <p>The Tenderer has given a fair level of clarity to the Authority through their Engineering Documentation as to how they Manufacture, Certify, Configure, Control and Assess the System and manage the Engineering of the System Contract.</p> <p>The response uses recognised Engineering terminology, with the Tenderer instilling a fair level of confidence as a delivery partner who will deliver against the requirements.</p>	<p>The Tenderer has provided the Engineering Documentation which provides an minimum 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 Engineering Documentation as to how they Manufacture, Certify, Configure, Control and Assess the System and manage the Engineering of the System solution.</p> <p>The response uses some recognised Engineering terminology, with the Tenderer instilling minimum confidence as a 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 in the Tenderer as a delivery partner against the requirements.</p>

Questions				%	Scoring Criteria				
Item	Topic	Purpose	Evidence Required	Weighting	100 - Excellent	70 - Good	30 - Fair	10 - Adequate	0 - Inadequate
			The response should cover the Tenderer's continued engineering commitment to supporting the system solution in-service through timely responses to technical information requests and any post design services.						

The Cost Element of the Value for Money Index (Stage 4)

Only those Tenders that have passed the Commercial and Technical Compliance Matrices (Stage 2) will be assessed in the Value for Money Index Evaluation. Tenderers must achieve a “PASS” in their Commercial and Technical Compliance Matrices in order to proceed to the next stage of the evaluation.

The Value for Money Index Evaluation will be derived from an assessment of Tenderers' technical deliverables and cost. The Authority will divide the total score of the non-cost (Technical) by the tender cost. It ranks tenders on the technical quality (represented by the technical score) for each £ (or £k or £m) of cost.

In order for Tenderers to understand how their Tender will be evaluated by this formula, an example Value for Money Index Evaluation has been attached separately at Appendix 4 (Value for Money Index Evaluation) to Annex B to the DEFFORM 47.

Tenderers are required to input their costs by completing the Tender Cost Matrix at Appendix 3 (Tender Price Matrix) to Annex B to the 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

(Attached Separately)

Full Compliance (FC)	Where the Tenderer is offering full and unqualified acceptance of the terms.
Partially Compliant (PC)	Where the Tenderer is not fully able to accept the terms and has provided an alternative means of compliance.
Non-Compliance (NC)	Where the Tenderer is not able to accept the terms.

Appendix 2 to Annex B – Technical Compliance Matrix (SOR)

(Attached Separately)

Full Compliance (FC)	Where the Tenderer is able to fully meet or exceed the requirement.
Partially Compliant (PC)	Where the Tenderer is not fully able to meet the requirement and has provided an alternative means of compliance.
Non-Compliance (NC)	Where the Tenderer is not able to meet the requirement.

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 paragraphs 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:

Requirement/Evaluation Description (SOR Item No)	Relevant Pricing Table	Treatment for DEFFORM 47 Annex A (ex VAT) (price to be presented as a total sum)	Treatment for Evaluation (all ex VAT)	Notes
Set Up at RAF Northolt Costs	1	<ul style="list-style-type: none"> • Site Costs • All Equipment 	Cost contributes to full tender price and is evaluated in full.	TUPE costs are excluded from the tender price evaluation
Provision of an Aircraft Operating Service Costs	2	<ul style="list-style-type: none"> • In-Service provision costs, inclusive of sufficient spares and consumables to support 2 x ATL delivery. 	Cost contributes to full tender price and is evaluated in full.	All discretionary Options, for the purposes of tender evaluation, will be evaluated in full as part of the overall tender price.
Spiral 1 – Design & Embodiment of Core Military Requirements (DAS & Mil GPS)	3	<ul style="list-style-type: none"> • Purchase of Equipment. • Design & Embodiment. • In-service Support (Mil-GPS only). • Provision of Training. 	Cost contributes to full tender price and is evaluated in full.	All discretionary Options, for the purposes of tender evaluation, will be evaluated in full as part of the overall tender price.
Spiral 2 - Design & Embodiment of Optional Military Requirements (FDA, MODE 5 IFF & Secure Comms)	4	<ul style="list-style-type: none"> • Purchase of Equipment. • Design & Embodiment. • In-service Support • Provision of Training. 	Cost contributes to full tender price and is evaluated in full.	All discretionary Options, for the purposes of tender evaluation, will be evaluated in full as part of the overall tender price (Year 3 FIRM Price Total Only).

Requirement/Evaluation Description (SOR Item No)	Relevant Pricing Table	Treatment for DEFFORM 47 Annex A (ex VAT) (price to be presented as a total sum)	Treatment for Evaluation (all ex VAT)	Notes
Training	5	<ul style="list-style-type: none"> Initial Pilot Training. Currency Training. Training Aids. Train the Trainer. Familiarisation Training. Simulator Training. Awareness Training. 	Cost contributes to full tender price and is evaluated in full.	All discretionary Options, for the purposes of tender evaluation, will be evaluated in full as part of the overall tender price (Year 3 FIRM Price Total Only).
Emergent Work (Rates)	6	<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. 1000 hours Contract Year 5. <u>Hotel Accommodation:</u> 50 Nights Year 1. 50 Nights Year 2. 50 Nights Year 3. 50 Nights Year 4. 50 Nights Year 5. <u>Mileage:</u> 10,000 Miles Year 1. 10,000 Miles Year 2. 10,000 Miles Year 3. 10,000 Miles Year 4. 10,000 Miles Year 5.	Cost contributes to full tender price and is evaluated in full.	All discretionary Options, for the purposes of tender evaluation, will be evaluated in full as part of the overall tender price.

Appendix 4 to Annex B – Example Value for Money Calculation

The overall tender score is calculated as follows:

Value for Money Index = (Non-cost score / Price (£NPV))

Tender	Non-Cost Score	Cost	VFM Index*	Rank
A	70	£100m	0.7	1
B	80	£120m	0.67	2
C	90	£140m	0.64	3

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

Non-Cost Score = 70

Cost = £100m

Non-Cost divided by Cost (70/100) = 0.7.

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 in accordance with DSPCR 2011, Regulation 18(22).

The purpose of this document is to explain the CSAT Phase 2 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.

Any face-to-face Negotiations will be expected to take place at MOD Abbey Wood.

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 Tenderer being allocated a set date and time for negotiations. Prior to the start of the negotiation, the Authority will provide details of the Tenderer's current ranking, and high-level feedback about their proposal. In order to provide fair treatment of all Tenderers, each Tenderer 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).

Depending on the responses received from Tenderers, Commercial and Technical negotiations will be conducted in parallel. Negotiations will address any open items in accordance with Annex B Stage 3, **Evaluation of Commercial Questions** and any open items in accordance with Annex B, Stage 4, **Evaluation of Technical Questions**, with the number of rounds to be confirmed post-Tender response.

In consultation with each Tenderer, an agenda will be agreed for each day of the negotiations, with the Authority to issue the finalised agenda. This will seek to make best use of the time, and availability of personnel. All meetings shall be held in accordance with 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 Authority's 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 Tenderer's initial proposal.

Annex C - The Statement Relating to Good Standing

See Attached Statement of Good Standing.

Annex D – Tenderer's Sensitive Information.

See Attached DEFFORM 539A (Edn 01/22).

Annex E – Import and Export Control.

See Attached DEFFORM 528 (Edn 02/21).

Annex F - Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor.

See Attached DEFORM 68 (Edn 09/22).

Annex G - NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS (DEFFORM 711).

See Attached DEFORM 711 (Edn 11/22).

Annex H - Environmental Management Requirements: Def Stan 00-051 Compliance Matrix.

See Attached (Def Stan 00-051).

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 CSAT Ph2 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

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within draft Contract (if applicable)	Limitation Detail
L1			

*Add additional lines if required.

Annex J – TUPE Information

See Attached TUPE data.

Annex K – Technical Datapack

Index of Technical Documentation Within Annex K

Note: All documents within Appendices 2 through 5 should be treated as OFFICIAL SENSITIVE and in accordance with any proprietary markings.

Index of Appendices	Description	Notes
Appendix 1	Aircraft Overview: <ul style="list-style-type: none"> • Overview • Brochure • Specification 	Documentation relating to the Dassault Falcon 900LX.
Appendix 2	Defensive Aids Suite: <ul style="list-style-type: none"> • Serial nos. 001 through 021 	Drawings relating to the Defensive Aids Suite to be provided as Government Furnished Equipment (GFE) under the proposed Contract.
Appendix 3	RAF Northolt Plans: <ul style="list-style-type: none"> • Hangar 1 Upstairs • Hangar 1 Complex • Hangar 2 Complex • 32 (TR) Sqn Offices 	Drawings relating to the facilities to be provided as Government Furnished Facilities (GFF) under the proposed Contract.
Appendix 4	Aircraft Service and Maintenance History: <ul style="list-style-type: none"> • Full Maintenance History • Lifer Items Report • SB, ADs Report • Scheduled Maintenance Report • Aircraft Fault Register • Aircraft Obsolescence Register 	
Appendix 5	Dassault Feasibility Study (Foreground)	Study commissioned by the Authority with the Aircraft OEM to determine feasibility of integration of various military modifications.

Annex L - Tender Price Evaluation Matrix

See Attached Spreadsheet (Tenderer Price Evaluation Matrix).

Annex M - Required Insurances and Requested Insurances – Confirmation.

The Tenderer is required to complete the following table to confirm the Required Insurances:

Table 1 – Required Insurances:

Class of required insurance	Insurer(s) identity (including any excess layer insurers)	Bidder proposed maximum deductible threshold each and every occurrence (NB. Confirm any aggregate Deductible if applicable)
Third Party Public and (Non-Aviation) Product Liability Insurance		
Hangar keepers Liability, Aviation Third Party Liability and Aviation Products Liability Insurance		
Property Damage "All Risks" Insurance		

The Tenderer is requested (but not obliged) complete the following table to confirm the Requested Insurances:

Table 2 – Requested Insurances:

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Tenderer proposed maximum deductible threshold each and every occurrence (NB. Confirm any aggregate Deductible if applicable)
Aircraft Hull "All Risks" Insurance		
		Aircraft value (each aircraft) = £ Spares value = £
Aircraft Hull War Risks Insurance		