



**Ministry
of Defence**

Invitation to Tender (ITT)
C17CSAE/701712461
for Command Support Air Transport
Recapitalisation (CSAT Recap)

Contents

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

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
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- Draft Contract for C17CSAE/701712461 (under separate cover)

Section A – Introduction

DEFFORM 47 Definitions

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

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.
- A2. Schedule 2 and its appendices are the part of the Contract that details the technical requirements and acceptance criteria of the Contractor Deliverables.
- A3. “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.
- A4. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.
- A5. 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.
- A6. “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.
- A7. “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.
- A8. “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.
- A9. “Cyber Security Model” means the model defined in DEFCON 658.
- A10. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.
- A11. “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.
- A12. “ITT Documentation” means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT
- A13. “ITT Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.
- A14. “Schedule of Requirements” means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- 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 Tender. 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.

Purpose

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

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that governs this competition;
- c. information you must include in your Tender and the required format;
- d. administrative 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 ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A22. This requirement was advertised by the Authority in the DSP and Find a Tender, dated 29 Oct 2021 under the following reference C17CSAE/701712461.

A23. This procurement is subject to Public Contract Regulations 2015.

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

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

A26. Funding is due to be approved on 14 Jan 2022 for this requirement.

ITT Documentation and ITT Material

A27. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

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

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

Tender Expenses

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

Consortia and Sub-Contracting Arrangements

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

Material Change of Control

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

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

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

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

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

- a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing

details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 5 business days following request from the Authority; or

b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract 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:
Invitation to Bidders Conference Event	08 Dec 21	The Authority	All Tenderers
Date for Confirmation of attendance at Bidders Conference Event	No later than: 10 Dec 21	Tenderers	The Authority
Bidders Conference Event	To be held at RAF Northolt on 15 th Dec 21. Details will be provided with the invitation.		
Final date for Clarification Questions / Requests for additional information	Final Clarification Questions / Requests for additional information – no later than 04 Jan 22, 23:59	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	07 Jan 22	The Authority	All Tenderers
Tender Return	14 Jan 22	Tenderers	Defence Sourcing Portal
Tender Evaluation	Jan 22	The Authority	N/A
Planned Contract award date	01 Feb 22		

Notes

Industry Engagement Event

B1. An Industry Engagement Event will be held as indicated in the table above with a view to ensuring that the procurement process the Authority is adopting to achieve the delivery of Aircraft by the required date is understood and enable opportunities for de-risking the process to be identified with parties interested in participating in the competition. The event will provide an early opportunity for clarification questions to be raised and for the Authority to explain how the Restricted Procurement Procedure will be applied. Expressions of Interest are required by the date shown. Further instruction will be provided to those parties that express an interest. Full notes of the event, including any questions and answers provided will be captured and made available to all Parties taking part in this procurement.

Bidders Conference

B2. A Bidders Conference will be held as indicated in the table above, to enable the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers the opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those who wish to attend the Bidders Conference in accordance with the details provided in the invite to Tenderers, by the date shown, so that access to the site can be arranged. A maximum of 2 attendees per Tenderer 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 Bidders Conference.

Clarification Questions

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

Tender Return

B4. 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

B5. Negotiations do not apply to this tender process.

Section C – Instructions on Preparing Tenders

Construction of Tenders

C1. All parts of your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be firm unless specified in the Schedule of Requirements in accordance with the Pricing clause 17 of Schedule 3 (Terms and Conditions) of the Draft Contract.

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

Validity

C3. Your Tender must be valid and open for acceptance until 11 Feb 2022.

Section D - Tender Evaluation

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

D2. **Negotiations do not apply to this tender process.**

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 14 Jan 22, 23:59 GMT. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT C17CSAE/701712461.

E2. Not used.

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

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact desc17csae-commercial@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT 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 ITT Documentation or ITT Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

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

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

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

Conforming to the Law

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

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

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. 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 advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

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

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

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

Government Furnished Assets

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

Standstill Period

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

Publicity Announcements

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

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

Sensitive Information

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

F16. For these purposes, the Authority may share within Government any of the Tenderers 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 material 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 Commercially Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

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 attach the relevant information.

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

Specific Conditions of Tendering

Transfer of Undertakings (Protection of Employment) TUPE

Applicability of TUPE

F20. 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.

F21. 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

F22. TUPE information in respect of the current employees is provided at Appendix 1 to Annex 12 of Schedule 3 (TUPE Transfer Regulations). 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.

F23. The information detailed at Appendix 1 to Annex 12 of Schedule 3 (TUPE Transfer Regulations) has been obtained from the contractor currently undertaking this task. This information is accessible via the DSP and is password protected, to obtain the password, please contact desc17csae-commercial@mod.gov.uk (FAO Matt Herberth). 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.

F24. Limitations on liability

Definitions

1.1 In this Condition F24 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

"Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

ii) the Data Protection Act 2018;

iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy [and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party];

"Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in

accordance with the Contract be considered a Default;

“Law” means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in [cross refer to service credit regime in the contract];

“Term” means the period commencing on the date on which this Contract takes effect and ending 23 Mar 2024 or as extended in accordance with Options Clause 5 of Schedule 3, or on earlier termination of this Contract.

Unlimited liabilities

1.2 Neither Party limits its liability for:

1.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

1.2.2 fraud or fraudulent misrepresentation by it or its employees;

1.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

1.2.4 any liability to the extent it cannot be limited or excluded by law.

1.3 The financial caps on the Contractor's liability set out in Clause 1.5 below shall not apply to the following:

1.3.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to those identified in Clause 25 of Schedule 3 or Annex 15 to Schedule 3.

1.3.2 not used

1.3.3 the Contractor's indemnity in relation to TUPE [as applicable to F21 to the DEFFORM 47]

1.3.4 breach by the Contractor of DEFCON 532B and Data Protection Legislation.

1.4 the financial caps on the Authority's liability set out in Clause 1.6 below shall not apply to the following:

1.4.1 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to those identified in Clause 25 of Schedule 3 or Annex 15 to Schedule 3.

1.4.2 DEFCON 684

Financial limits

1.5 Subject to Clauses 1.2 and 1.3 and to the maximum extent permitted by Law:

1.5.1 throughout the Contract Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

(i) in respect of DEFCON 76 (ISC) £20,000,000 per event and £20,000,000 in aggregate;

(ii) in respect of DEFCON 514 £6,800,000 per event and £6,800,000 in aggregate;

(iii) in respect of DEFCON 611 (ISC) £25,000,000 per event and £51,000,000 in aggregate; and

(iv) in respect of DEFCON 612 (ISC) £1,000,000 per event and £1,000,000 in aggregate; and

1.5.2 without limiting Clause 1.5.1 and subject always to Clauses 1.2, 1.3, and 1.5.3, the Contractor's total liability throughout the Term in respect of all other liabilities whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [£ pounds] (£[To be informed by the Contractor's IOC and FOC dates, the Liquidated Damages Clause, maximum liability and/or Clause 15 Performance Management of Schedule 3 to the Draft Contract] in aggregate.

1.5.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.5.1 and 1.5.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.5.1 and 1.5.2 of this Contract.

1.6 Subject to Clauses 1.2, 1.4, and 1.7, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

1.7 Clause 1.6 shall not exclude or limit the Contractor's right under this Contract to claim for this Charges.

Consequential loss

1.8 Subject to Clauses 1.2, 1.3 and 1.9, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

1.8.1 indirect loss or damage;

1.8.2 special loss or damage;

1.8.3 consequential loss or damage;

1.8.4 loss of profits (whether direct or indirect);

1.8.5 loss of turnover (whether direct or indirect);

1.8.6 loss of business opportunities (whether direct or indirect); or

1.8.7 damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

1.9 The provisions of Clause 1.8 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

1.9.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

(i) to any third party;

(ii) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

(iii) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

1.9.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

1.9.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

1.9.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

1.9.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (ISC) and 611 (ISC);

1.9.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

1.9.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

1.9.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

1.9.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

1.10 If any limitation or provision contained or expressly referred to in this Condition F24 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition F24.

Third party claims or losses

1.11 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 12 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

1.11.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

1.11.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

1.12 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

Ministry of Defence

Tender Submission Document (Offer) – Ref Number ITT- C17SCAE701712461

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

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

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

OFFICIAL

Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?	Yes / No
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?	Yes* / No / N/A
Have you completed Form 1686 for sub-contracts?	Yes / No
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially 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	
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 the additional Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No / Not Required
Have you completed and attached Annex G - Timber and Wood – Derived Products Supplied under the Contract (DEFFORM 619A)?	Yes* / No
Have you completed and attached Annex H - Tenderer Assumptions, Exclusions and Limitations?	Yes / No
Have you attached answers to the Tender Evaluation Questions at Annex B?	Yes / No
Have you completed and attached Appendix 1 to Annex B - Commercial Compliance Matrix?	Yes / No
Have you completed and attached Appendix 2 to Annex B – Technical Compliance Matrix?	Yes / No
Have you completed and attached Appendix 3 to Annex B – Tender Cost Matrix evaluation?	Yes / No
Have you completed and attached Annex I - Required Insurances?	Yes / No
Have you completed a Transition and Delivery Plan in accordance with Annex J – CSAT Recap Tender Deliverable Documents (TDD) and Appendix 1 to Annex J?	Yes / No
Have you attached an Air Operating Certificate in accordance Annex J – CSAT Recap Tender Deliverable Documents (TDD)?	Yes / No
Have you attached Part 145 Certification in accordance Annex J – CSAT Recap Tender Deliverable Documents (TDD)?	Yes / No
Have you attached the Aircraft Type Data Sheet in accordance Annex J – CSAT Recap Tender Deliverable Documents (TDD)?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM	

47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).</p>	
<p>Dated this..... day of Year</p>	
<p>Signature: In the capacity of</p> <p>.....</p> <p>...</p> <p>(Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.)</p>	
<p>Name: (in BLOCK CAPITALS)</p> <p>duly authorised to sign this Tender for and on behalf of:</p> <p>(Tenderer's Name)</p>	<p>Postal Address:</p> <p>Telephone No:</p> <p>Registered Company Number:</p> <p>Dun And Bradstreet number:</p>

Information on Mandatory Declarations

IPR Restrictions

1. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding) .
2. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 below, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of 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, when requested, give the Authority details of every restriction and obligation referred to in paragraph 2. The Authority will not acknowledge any such restriction unless so notified under paragraph 2 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. If you have previously provided information under paragraphs 2 and 3 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

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

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

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

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.
10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

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

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Moderate'. The Risk Assessment Reference is RAR-168498601. Tenderers are required to complete the Suppliers Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

Sub-contracts Form 1686

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

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.
17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).
18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#) and the DSP.
19. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrcISSM-Suppliers@mod.gov.uk.

Transparency, Freedom of Information and Environmental Information Regulations

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

Government's [Transparency Principles](#) and in accordance with the provisions of DEFCON 539.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").
23. You must complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

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

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Defence Safety Authority (DSA) Requirements

28. DSA Requirements are detailed in Annex 5 to Schedule 2 of the Draft Contract.

Bank or Parent Company Guarantee

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. 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. 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.

Annex B - Tender Evaluation

Tender Evaluation Methodology

- 1.1. This Tender will be assessed on the basis of: Tenderer Compliance, then Most Economically Advantageous Tender (MEAT) by absolute assessment and utilising a Weighted Value for Money Index.

Tender Evaluation Selection Process

- 2.1. Respondents to this Tender will be marked and scored sequentially against topics within this annex and the associated appendices;

- Annex B – Tender Evaluation.
- Appendix 1 - Commercial Compliance Matrix.
- Appendix 2 - Technical Compliance Matrix.
- Appendix 4 - Weighted Value For Money Index Evaluation (Attached separately to this DEFFORM 47).

- 2.2. A Respondent will be disqualified and deemed 'non-compliant' if any of the following are triggered during evaluation;

- Any deliverable of this Tender is not provided, a list of Mandatory Declarations and required Deliverables can be found at Annex A to DEFFORM 47;
 - Where your organisation has not confirmed Full Compliance, to any questions asked where the Authority has indicated that this response is required;
 - If the Authority becomes aware, that information provided by your organisation in response to the Tender is intentionally or unintentionally false, misleading or incorrect.
 - Your organisation is guilty of serious misrepresentation in relation to its application and / or the process;
 - Your organisation receives "0 – Inadequate" as a score for the following Technical elements of the Technical (Non-Cost) evaluation.
 - Social Value - Fighting Climate Change - Effective stewardship of the environment
 - Social Value - Equal Opportunity - Tackle workforce inequality
 - Transition & Delivery Plan
 - Where the Transition and Delivery Plan provided by your organisation as a Tender Deliverable Document contradicts other elements of your Tender or constitutes a variant bid or is in another way unacceptable by way of;

- Directly contradicting the Full Compliance that you have offered against any other response;
 - Where your organisation has offered in the Transition and Delivery Plan and/or indicated in your schedule as part of that Plan that the Acceptance of both Aircraft will not occur by 31 March 2022 or that Initial Operating Capability will not commence earlier than 30 November 2022 or that Full Operating Capability will not commence earlier than 31 December 2022.
 - Your Transition and Delivery Plan at Annex H includes assumptions, dependencies or exclusions that do not align with the scope of the Authority's requirement.
 - Your Transition and Delivery Plan at Annex H details Milestone Payments which the Authority has not listed as acceptable within the Tender Cost Matrix at Appendix 3 To Annex B of the DEFFORM 47.
 - Your Transition and Delivery Plan at Annex H does not provide detail against all the listed topics and/or does not provide the requested evidence in table 1 to the Transition & Delivery Plan, as a minimum.
 - Any other measurable data contained in your Tender where it is clearly demonstrable that its inclusion does not meet the Authority's requirement or preserve the value, airworthiness and condition of our assets.
- Where you offer a simulator location that is not geographically situated in countries listed in the Training Simulator Geographical Location question.
- 2.3. The decision to award a pass or fail in each Section shall be at the sole discretion of the Authority. Only assessments completed up until the point of disqualification will be made available to the supplier in debrief.
- 2.4. The Authority reserves the right to seek clarification from Tenderers should any responses be unclear in intent or meaning.
- 2.5. Full Compliance and Non-Compliance have the meaning as set out in Appendix 1 to Annex B (Commercial Compliance Matrix).

Commercial Compliance Matrix Criteria

- Tenderers must fully comply with Appendix 1 to Annex B to DEFFORM 47 in order to proceed to the next stage of evaluation, which shall be assessment of Technical compliance.
- Only those Tenderers that pass the Commercial compliance matrix will proceed to be assessed for Technical compliance.
- Tenderers are required to indicate their Full Compliance, or Non-Compliance to all of the Authority's Terms and Conditions of Contract by completing the Commercial Compliance Matrix at Appendix 1 to Annex B to DEFFORM 47 and submit this with their Tender response. Should the Tenderer indicate Non-Compliance they will be deemed to have rejected the Authority's Terms and Conditions.
- Responses to the Commercial Compliance conditions will be marked according to the scheme shown in Table 1:

Mark
Acceptable
Unacceptable

Table 1: Commercial and Technical Compliance Scoring Scale

- A response of 'Full Compliance' will attract the mark of 'Acceptable' and a response of 'Non-Compliance' to any condition will be given a mark of 'Unacceptable'. A mark of 'Unacceptable' for any condition will result in the rejection of the bid. Rejected bids will not proceed to the next evaluation stage, and no further consideration will be given to the bid.
- An overview of the Commercial Matrix criteria is provided in the table below:

Commercial Compliance Requirement		Evaluation Approach	Required Standard	Weighting
Appendix 1 to Annex B to the DEFFORM 47	All Tenderers must indicate in their response Full Compliance or Non-Compliance to all of the Authority's Terms and Conditions of Contract that are included within this Invitation to Tender.	Acceptable/ Unacceptable	Tenderers must confirm their Full Compliance or Rejection of all of the DEFCONs included within the Terms and Conditions of Contract.	NOT APPLICABLE

Technical Compliance Matrix Criteria

- Only those Tenders that have passed the Commercial compliance matrix will be assessed for technical compliance. Tenderers must achieve a score of Acceptable for all technical questions in order to proceed to the next stage of the evaluation.
- Tenderers are required to indicate their Full Compliance, or Non-Compliance to all the technical requirements as listed in the Technical Compliance Matrix at Appendix 2 to Annex B to the DEFFORM 47 and submit this with their Tender response. Should the Tenderer indicate Non-Compliance they will be deemed to have rejected the Authority's Technical Requirements.
- Responses to the Technical Compliance conditions will be marked according to the scheme shown in Table 1 above.
- A response of 'Full Compliance' will attract the mark of 'Acceptable' and a response of 'Non-Compliance' to any condition will be given a mark of 'Unacceptable'. A mark of 'Unacceptable' for any condition will result in the rejection of the bid. Rejected bids will not proceed to the next evaluation stage, and no further consideration will be given to the bid.
- An overview of the Technical Compliance Evaluation criteria is provided in the table below:

Technical Compliance Requirement		Evaluation Approach	Required Standard	Weighting
Appendix 2 to Annex B to the DEFFORM 47	All Tenderers must indicate in their response Full Compliance or Non-Compliance to all of the Authority's Technical Requirements that are included within this Invitation to Tender.	Acceptable/ Unacceptable	Tenderers must confirm their Full Compliance or Rejection of all of the Technical Requirements included within this Invitation to Tender.	NOT APPLICABLE

Weighted Value For Money Index Evaluation

- Only those Tenders that have passed the Commercial and Technical compliance matrices will be assessed in the Weighted Value For Money Index Evaluation. Tenderers must achieve a score of Acceptable in their Commercial and Technical compliance matrices in order to proceed to the next stage of the evaluation.
- The Weighted Value For Money Index Evaluation will be an absolute assessment of Tenderers' offers and will divide the total score of the non-cost (technical) criteria by the tender cost. It ranks tenders on the technical quality (represented by the Technical score) for each £ (or £k or £m) of cost.
- A further weighting will be applied by applying a factor to the technical and cost scores, using the following calculation:

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

- Where:
- wQ = weighting of non-cost criteria – **The Technical (Non-Cost) weighting for this Evaluation is 55%**
- wC = weighting applied to cost - **The Cost weighting for this Evaluation is 45%**
- In order for Tenderers to understand how their Tender will be evaluated by this formula, an example Weighted Value For Money Index Evaluation has been attached separately at Appendix 4 to Annex B to the DEFFORM 47.

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

- Within the Technical (Non-Cost) criteria each percentage point will be worth 1 mark so a maximum total of 100 points are available before the overall weighting between Cost and Technical (Non-Cost) criteria is applied, a breakdown of technical (Non-Cost) criteria and their individual weighting is below:
- The Technical (Non-Cost) score will be made up of the following categories and weightings and scores will be applied as follows:

Technical (Non-Cost) Criteria	Technical (Non-Cost) Weighting	Scoring Explanation
Social Value – Fighting Climate Change – Effective stewardship of the environment	9%	<p>A score of “0 – Inadequate” will result in your Tender being disqualified and deemed non-compliant.</p> <p>A score of “30 – Adequate” will result in you achieving 30% of the marks available for this criterion.</p> <p>A score of “70 – Good” will result in you achieving 70% of the marks available for this criterion.</p> <p>A score of “100 – Excellent” will result in you achieving 100% of the marks available for this criterion.</p>
Social Value – Equal Opportunity – Tackle workforce inequality	9%	<p>A score of “0 – Inadequate” will result in your Tender being disqualified and deemed non-compliant.</p> <p>A score of “30 – Adequate” will result in you achieving 30% of the marks available for this criterion.</p> <p>A score of “70 – Good” will result in you achieving 70% of the marks available for this criterion.</p> <p>A score of “100 – Excellent” will result in you achieving 100% of the marks available for this criterion.</p>
Transition and Delivery Plan	19%	<p>A score of “0 – Inadequate” will result in your Tender being disqualified and deemed non-compliant.</p> <p>A score of “30 – Adequate” will result in you achieving 30% of the marks available for this criterion.</p> <p>A score of “70 – Good” will result in you achieving 70% of the marks available for this criterion.</p>

		A score of “ 100 – Excellent ” will result in you achieving 100% of the marks available for this criterion.
Aircraft Age	30%	<p>A score of “0” will result in your organisation achieving no marks against this criterion.</p> <p>A score of “60” will result in you achieving 60% of the marks available for this criterion.</p> <p>A score of “80” will result in you achieving 80% of the marks available for this criterion.</p> <p>A score of “90” will result in you achieving 90% of the marks available for this criterion.</p> <p>A score of “100” will result in you achieving 100% of the marks available for this criterion.</p>
Aircraft Range	15%	<p>A score of “0” will result in your organisation achieving no marks against this criterion.</p> <p>A score of “60” will result in you achieving 50% of the marks available for this criterion.</p> <p>A score of “80” will result in you achieving 80% of the marks available for this criterion.</p> <p>A score of “100” will result in you achieving 100% of the marks available for this criterion.</p>
DAS Compatibility (DIRCM design and embodiment extant on ‘an’ AC of type)	9%	<p>A score of “0” will result in your organisation achieving no marks against this criterion.</p> <p>A score of “100” will result in you achieving 100% of the marks available for this criterion.</p>
Training Simulator location	9%	<p>A score of “0” will result in your organisation achieving no marks against this criterion.</p> <p>A score of “20” will result in you achieving 20% of the marks available for this criterion.</p> <p>A score of “60” will result in you achieving 60% of the marks available for this criterion.</p>

		A score of “100” will result in you achieving 100% of the marks available for this criterion.
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- The Technical Questions required to be answered are:

Question	100 – Excellent	70 – Good	30 – Adequate	0 – Inadequate
<p>Fighting Climate Change - Effective stewardship of the environment:</p> <p>Purpose:</p> <p>The Authority requires the Contractor to deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</p> <p>[The successful Tenderer's Response to Social Value questions will be placed in Annex 21 to the Contract with an obligation and Clause requiring that the Contractor delivers in accordance with their Social Value Commitments in accordance with this Annex]</p> <p>Evaluation Question:</p> <p>Using a maximum of 10,000 characters, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the policy outcome and model award criteria.</p> <p>Please include:</p>	<p>The Tenderer has provided a clear method statement and a comprehensive project plan and process detailing how and when they will deliver Social Value benefit to meet this Purpose during the term of this Contract.</p> <p>The Tenderer has committed to a wide range of innovative and effective activities that will deliver measurable additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</p> <p>Responses use recognised terminology, with the respondent instilling complete confidence as a trustworthy delivery partner who will deliver against their commitment.</p>	<p>The Tenderer has provided a clear method statement and a good project plan and process detailing how and when they will deliver Social Value benefit to meet this Purpose during the term of this Contract.</p> <p>The Tenderer has committed to activities that will deliver a number of good measurable additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</p> <p>Responses use recognised terminology, with the respondent instilling good confidence as a trustworthy delivery</p>	<p>The Tenderer has provided a method statement and an adequate project plan and process detailing how and when they will deliver Social Value benefit to meet this Purpose during the term of this Contract.</p> <p>The Tenderer has committed to activities that will deliver some measurable additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</p> <p>The information provided is considered the minimum threshold acceptable level, albeit with some inconsistencies, anomalies or lack of breadth or depth in places. These shortfalls</p>	<p>The Tenderer has not provided a method statement and/or an adequate project plan and process detailing how and when they will deliver Social Value benefit to meet this Purpose during the term of this Contract.</p> <p>The Tenderer has not committed to meaningful activities that will deliver measurable additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions</p> <p>The Tenderer has failed to instil sufficient confidence that they will deliver against their commitment and to be</p>

<ul style="list-style-type: none"> ● your 'method statement', stating how you will achieve this and how your commitment meets the Award Criteria, and ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency <p>Award Criteria</p> <p>Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</p> <p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> ● Understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions. Illustrative example: conducting pre-contract engagement activities with a diverse range of organisations in the market to support the delivery of additional environmental benefits in the performance of the contract. 		partner who will deliver against their commitment.	<p>identified are determined to be very minor.</p> <p>Responses use recognised terminology, with the respondent instilling adequate confidence as a trustworthy delivery partner who will deliver against their commitment.</p>	considered a suitable delivery partner.
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<ul style="list-style-type: none"> ● Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions. ● Delivery of additional environmental benefits through the performance of the contract, including working towards net zero greenhouse gas emissions. <p>Illustrative examples:</p> <ul style="list-style-type: none"> ○ Enhancing the natural environment such as habitat creation, increasing biodiversity such as increased numbers of pollinators. ○ Green space creation in and around buildings in towns and cities, e.g. green walls, utilising roof tops for plants and pollinators. ○ Improving air quality. 				
Question	100 – Excellent	70 – Good	30 – Adequate	0 – Inadequate
<p>Equal Opportunity - Tackle workforce inequality:</p> <p><u>Weighting: 9%</u></p> <p>Purpose:</p> <p>The Authority requires that you demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce during the term of this Contract.</p>	<p>The Tenderer has provided a clear method statement and a comprehensive project plan and process detailing how and when they will deliver Social Value benefit to meet this Purpose during the term of this Contract.</p> <p>The Tenderer has committed to a wide range of innovative and effective activities that will deliver measurable additional benefits to tackle workforce</p>	<p>The Tenderer has provided a clear method statement and a good project plan and process detailing how and when they will deliver Social Value benefit to meet this Purpose during the term of this Contract.</p> <p>The Tenderer has committed to activities that will deliver a number of good measurable</p>	<p>The Tenderer has provided a method statement and an adequate project plan and process detailing how and when they will deliver Social Value benefit to meet this Purpose during the term of this Contract.</p> <p>The Tenderer has committed to activities that will deliver some measurable additional benefits to tackle workforce</p>	<p>The Tenderer has not provided a method statement and/or an adequate project plan and process detailing how and when they will deliver Social Value benefit to meet this Purpose during the term of this Contract.</p> <p>The Tenderer has not committed to meaningful activities that will deliver</p>

<p>[The successful Tenderer's Response to Social Value questions will be placed in Annex 21 to the Contract with an obligation and Clause requiring that the Contractor delivers in accordance with their Social Value Commitments in accordance with this Annex]</p> <p>Evaluation Question:</p> <p>Using a maximum of 10,000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria.</p> <p>Please include:</p> <ul style="list-style-type: none"> • your 'method statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency • how you will influence staff, suppliers, customers and communities through the 	<p>inequality in the performance of the contract.</p> <p>Responses use recognised terminology, with the respondent instilling complete confidence as a trustworthy delivery partner who will deliver against their commitment.</p>	<p>additional benefits to tackle workforce inequality in the performance of the contract.</p> <p>Responses use recognised terminology, with the respondent instilling good confidence as a trustworthy delivery partner who will deliver against their commitment.</p>	<p>inequality in the performance of the contract. The information provided is considered the minimum threshold acceptable level, albeit with some inconsistencies, anomalies or lack of breadth or depth in places. These shortfalls identified are determined to be very minor.</p> <p>Responses use recognised terminology, with the respondent instilling adequate confidence as a trustworthy delivery partner who will deliver against their commitment.</p>	<p>measurable additional benefits to tackle workforce inequality in the performance of the contract.</p> <p>The Tenderer has failed to instil sufficient confidence that they will deliver against their commitment and to be considered a suitable delivery partner.</p>
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delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

Award Criteria:

Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors.
- Measures to tackle inequality in employment, skills and pay in the contract workforce. Illustrative examples:
 - Inclusive and accessible recruitment practices, and retention-focussed activities.
 - Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
 - Working conditions which promote an inclusive working environment and promote retention and progression.
 - Demonstrating how working conditions promote an inclusive working environment and promote retention and progression.

<ul style="list-style-type: none"> ○ A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level. ○ Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions. ○ Using skill-based assessment tasks in recruitment. ○ Using structured interviews for recruitment and promotions. ○ Introducing transparency to promotion, pay and reward processes. ○ Positive action schemes in place to address under-representation in certain pay grades. ○ Jobs at all levels open to flexible working from day one for all workers. ○ Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics. ○ Regular equal pay audits conducted. 				
Question	100 – Excellent	70 – Good	30 – Adequate	0 – Inadequate
Transition & Delivery Plan <u>Weighting: 19%</u>	The Tenderer has provided a comprehensive Transition and Delivery Plan which provides an excellent level of detail	The Tenderer has provided a comprehensive Transition and Delivery Plan which provides a	The Tenderer has provided a Transition and Delivery Plan which provides an adequate level of detail	The Tenderer has not provided a Transition and Delivery Plan which provides an adequate

<p>Purpose:</p> <p>The Authority requires that you develop and deliver a Transition and Delivery Plan that provides the Authority confidence that your organisation can meet all the Authority's requirements and meet the Aircraft Acceptance date and proposed IOC and FOC dates.</p> <p>[The successful Tenderer's Transition and Delivery Plan will be placed in Annex 9 to Schedule 3 to the Contract with an obligation and Condition requiring that the Contractor delivers all elements of our requirement in accordance with their Transition and Delivery Plan in accordance with this Annex.]</p> <p>Evaluation Question:</p> <p>There is no character limit to this question and the Tenderer will respond by completing the Template Transition and Delivery Plan at Appendix 1 to Annex J to the DEFFORM 47. This Plan will detail:</p> <p>The identity of an Independent Third-Party Agent appointed by your organisation who will Accept the 2 Aircraft on behalf of the Authority and how you will assure their ability to do so prior 31 March 2022.</p> <p>How your organisation will secure 2 Aircraft available for Acceptance by the Authority prior 31 March 2022.</p> <p>How your organisation will transition to phase 1 IOC and all costs, milestones and activities that will apply between Acceptance of Aircrafts and IOC. Your</p>	<p>against every point required to be addressed.</p> <p>The Tenderer has given absolute clarity to the Authority through their Transition and Delivery Plan as to how they will meet all the Authority's requirements on time, meet the Aircraft Acceptance date and proposed IOC and FOC dates and how they will manage risk throughout.</p> <p>Responses use recognised terminology, with the Tenderer instilling complete confidence as a trustworthy delivery partner who will deliver against their commitment.</p>	<p>good level of detail against every point required to be addressed.</p> <p>The Tenderer has given good clarity to the Authority through their Transition and Delivery Plan as to how they will meet the Authority's requirements on time, meet the Aircraft Acceptance date and proposed IOC and FOC dates and how they will manage risk throughout.</p> <p>Responses use recognised terminology, with the respondent instilling good confidence as a trustworthy delivery partner who will deliver against their commitment.</p>	<p>against every point required to be addressed.</p> <p>The Tenderer has given adequate clarity to the Authority through their Transition and Delivery Plan as to how they will meet all the Authority's requirements on time, meet the Aircraft Acceptance date and proposed IOC and FOC dates and how they will manage risk throughout.</p> <p>The information provided is considered the minimum threshold acceptable level, albeit with some inconsistencies, anomalies or lack of breadth or depth in places. These shortfalls identified are determined to be very minor and not linked the successful acceptance of two Aircraft before 31 March 2022.</p> <p>Responses use recognised terminology, with the respondent instilling adequate confidence as a trustworthy delivery partner who will deliver against their commitment.</p>	<p>level of detail against every point required to be addressed.</p> <p>The Tenderer has not given adequate clarity to the Authority through their Transition and Delivery Plan as to how they will meet all the Authority's requirements on time, meet the Aircraft Acceptance date and proposed IOC and FOC dates and how they will manage risk throughout.</p> <p>If, any element of your Transition and Delivery Plan directly contradicting the Full Compliance that you have offered against any other response to this Tender;</p> <p>If your organisation has offered in the Transition and Delivery Plan and/or indicated in your schedule as part of that Plan that the Acceptance of both Aircraft will not occur by 31 March 2022 or that Initial Operating Capability will not commence earlier than 30 November 2022 or that Full Operating</p>
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<p>organisation will commit at this section the date that IOC will be declared. [The date declared for IOC will be used in the Cost element of this evaluation and in the Contract].</p> <p>How your organisation will transition from phase 1 IOC to phase 1 FOC. Your organisation will commit at this section the date that FOC will be declared. [The date declared for FOC will be used in the Cost element of this evaluation and in the Contract].</p> <p>A schedule that clearly identifies all activities within the Transition and Delivery Plan including durations and dependencies to achieve IOC and FOC</p> <p>How your organisation will meet each element of our Requirement as articulated in the template Transition and Delivery Plan at Appendix 1 to Annex J to the DEFFORM 47.</p> <p>Identification of your organisation's key assumptions, dependencies and constraints.</p> <p>Identification of Transition and Contract risks and opportunities.</p> <p>Award Criteria: Provide all details as required and captured in this question "Evaluation Question" section and in the Template</p>				<p>Capability will not commence earlier than 31 December 2022.</p> <p>If your Transition and Delivery Plan includes Assumptions, Dependencies or Exclusions that do not align with the scope of the Authority's requirement.</p> <p>If your Transition and Delivery Plan details Milestone Payments which are not linked to relative consideration and/or are forward payments against consideration not yet received.</p> <p>If your Transition and Delivery Plan does not provide detail against all the listed topics as a minimum.</p> <p>If there is any other measurable data contained in your Tender where it is clearly demonstrable that its inclusion does not meet the Authority's requirement or preserve the value, airworthiness</p>
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Transition and Delivery Plan at Appendix 1 to Annex J to the DEFFORM 47 to a level of maturity that provides the Authority confidence that you can meet our requirements.					and condition of its assets. The Tenderer has failed to instil sufficient confidence that they will deliver against their commitment and to be considered a suitable delivery partner.
Question	100	90	80	60	0
Aircraft Age <u>Weighting: 30%</u> Purpose: The Authority wishes to understand the Age (as defined under Evaluation Question) of the 2 Aircraft that your organisation intends to offer as this will influence the through life cost of this programme. Evaluation Question: Please confirm the average age of the two Aircraft that you are offering. In calculating this figure please note the following: Age will be measured between the date of manufacture or completion date whichever is later and 31 March 2022. E.g. If an Aircraft date of manufacture is 31 March	The average of the 2 Aircraft offered and considered for evaluation purposes less than or equal to 1 year old	The average of the 2 Aircraft offered and considered for evaluation purposes is greater than 1 year old but less than or equal to 3 years old	The average of the 2 Aircraft offered and considered for evaluation purposes is greater than 3 years old but less than or equal to 5 years old	The average of the 2 Aircraft offered and considered for evaluation purposes is greater than 5 years old but less than or equal to 7 years old	The average of the 2 Aircraft offered and considered for evaluation purposes is greater than 7 years old but less than or equal to 10 years old If no specific Aircraft (with associated tail numbers) have been offered at Tender both Aircraft will be considered exactly 10 years old and no score will be awarded to the Tenderer.

<p>2021 then the Aircraft is exactly 1 year old for the purpose of evaluation.</p> <p>The age for each Aircraft will be calculated using whole years and months only. The ages of both Aircraft will then be added together and divided by 2.</p> <p>After the average age of the 2 Aircraft has been calculated, the average age will be rounded (using conventional rounding) to the nearest complete year.</p> <p>Both Aircraft must each have an age no greater than 10 years old. If either Aircraft is older than 10 years, then despite an average age of less than 10 years you will be deemed to have failed against CPS serial 1.1. and in accordance with the Technical Compliance section of this evaluation process.</p> <p>Your organisation may wish to offer the Authority more than two Aircraft as a risk mitigation to ensure that you can deliver 2 Aircraft by 31 March 2022. Should you offer more than 2 Aircraft the average must be taken from the 2 oldest Aircraft offered to ensure equality of opportunity in this evaluation.</p> <p>Your organisation may not be able to offer specific Aircraft at the time of Tender and may wish to offer a price based upon a plan to source and achieve acceptance of 2 Aircraft after Contract Award and before 31 March 2022. Should you offer two Aircraft in this manner you will <u>not</u> be</p>					
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<p>deemed to have Failed against this criterion, but you will score 0 points.</p> <p>Should you offer 1 specific Aircraft and one price for an Aircraft not identified at the point of Tender; The Aircraft not identified will be considered to be 10 years old for the purpose of calculating an average.</p> <p>Note that any Aircraft subsequently offered that are not identified in Tender cannot be older than 10 years old.</p> <p>Award Criteria:</p> <p>Provide full workings of your calculation to determine an average in accordance with the above and evidence to support date of manufacture of Aircraft offered.</p> <p>Provide identifying details and evidence of the specific Aircraft (with associated tail numbers) that you are offering.</p>					
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Question	100	80	60	0
<p>Aircraft Range</p> <p><u>Weighting 15%</u></p> <p>Purpose:</p> <p>The Authority wishes to know the Aircraft range that can be achieved in conditions as articulated in Annex 5 at Schedule 2 to the Draft Contract. The Authority seeks to achieve the optimum balance of range to meet our strategic needs but not drive</p>	<p>The 2 Aircraft offered and considered for evaluation purposes have a range of greater than 4750 nautical miles and less than or equal</p>	<p>The 2 Aircraft offered and considered for evaluation purposes have a range of greater than 5250 nautical miles and less than or equal to</p>	<p>The 2 Aircraft offered and considered for evaluation purposes have a range of greater than 3850 nautical miles and less than or equal to 4750 nautical miles</p>	<p>The 2 Aircraft offered and considered for evaluation purposes have a range of greater than 6500 nautical miles</p> <p>If no specific Aircraft (with associated tail numbers) have been offered at Tender both Aircraft are considered to have a range of over 6500, but no score is awarded to the Tenderer.</p>

<p>unnecessary cost through the life of the programme.</p> <p>Evaluation Question:</p> <p>Please confirm the range of the two Aircraft that you are offering in the conditions as articulated in the Annex 5 at Schedule 2 to the Draft Contract. As the Annex 5 at Schedule 2 to the Draft Contract requires Aircraft of the same type it is not considered possible for the Aircraft to have different ranges, so no averaging is required. Please note the following:</p> <p>Your organisation may wish to offer the Authority more than two Aircraft as a risk mitigation to ensure that you can deliver 2 Aircraft by 31 March 2022. Should you offer more than 2 Aircraft, the 2 Aircraft with the lowest scoring range offered will be used for evaluation purposes to ensure equality of opportunity in this evaluation. This eventuality will only be possible if 4 or more Aircraft are offered e.g. 2 Aircraft of one type and 2 Aircraft of another type.</p> <p>Your organisation may not be able to offer specific Aircraft at the time of Tender and may wish to offer a price based upon a plan to source and achieve acceptance of 2 Aircraft after Contract Award and before 31 March 2022. Should you offer two Aircraft in this manner you will <u>not</u> be deemed to have Failed against this criterion, but you will score 0 points.</p> <p>Note that any Aircraft subsequently offered that are not identified in Tender cannot have a range of less than 3850 nautical</p>	<p>to 5250 nautical miles</p>	<p>6500 nautical miles</p>		
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<p>miles in the conditions as laid out in the Annex 5 at Schedule 2 to the Draft Contract.</p> <p>Award Criteria:</p> <p>Provide full calculations and evidence to support the stated range that the 2 Aircraft you are offering can achieve in the conditions as laid out in the Annex 5 at Schedule 2 to the Draft Contract.</p> <p>Provide identifying details and evidence of the specific Aircraft (with associated tail numbers) that you are offering.</p>				
Question	100	0		
<p>DAS Compatibility (DIRCM design and embodiment extant on 'an' AC of type)</p> <p><u>Weighting 9%</u></p> <p>Purpose:</p> <p>The Authority wishes to know whether the type of Aircraft offered, have had a Directed Infra Red Counter Measure ("DIRCM") modification designed and embodied previously. The Authority seeks to ensure that the feasibility, cost and time of this major modification is appropriately considered in this evaluation. This</p>	<p>You have demonstrated that the Aircraft offered have had a DIRCM modification designed and embodied previously.</p>	<p>You have stated that the jets offered have not had a DIRCM modification designed and embodied previously.</p> <p>Specific Aircraft (with associated tail numbers) have not been offered at Tender so both Aircraft are considered to have not had a DIRCM modification designed and embodied previously.</p>		

modification is a future requirement to the Authority.

Evaluation Question:

As the Annex 5 at Schedule 2 to the Draft Contract requires Aircraft of the same type it is not considered possible for there to be a different answer specific to each Aircraft. Please note the following:

Your organisation may wish to offer the Authority more than two Aircraft as a risk mitigation to ensure that you can deliver 2 Aircraft by 31 March 2022. Should you offer more than 2 Aircraft, you will only attract marks for this criterion if all the Aircraft offered have had a DIRCM modification designed and embodied previously.

Your organisation may not be able to offer specific Aircraft at the time of Tender and may wish to offer a price based upon a plan to source and achieve acceptance of 2 Aircraft after Contract Award and before 31 March 2022. Should you offer two Aircraft in this manner you will not be deemed to have Failed against this criterion, but you will score 0 points.

Award Criteria:

Provide evidence to support any statement that the Aircraft you are offering have had a DIRCM modification designed and embodied previously.

Provide identifying details and evidence of the specific Aircraft that you are offering.

Question	100	60	20	0	
<p>Training Simulator Geographical Location.</p> <p><u>Weighting 9%</u></p> <p>Purpose:</p> <p>The Authority wishes to know the location of the closest simulator for training for the offered Aircraft that is available for our use. The Authority seeks this information as this will influence the through life cost of this programme.</p> <p>Evaluation Question:</p> <p>As the Annex 5 at Schedule 2 to the Draft Contract requires Aircraft of the same type it is not considered possible for there to be a different answer specific to each Aircraft. Please note the following:</p> <p>Your organisation may wish to offer the Authority more than two Aircraft as a risk mitigation to ensure that you can accept on behalf of the Authority, 2 Aircraft by 31 March 2022. Should you offer more than 2 Aircraft, the location of the simulator for the 2 Aircraft with the lowest score will be considered to ensure equality of opportunity in this evaluation. This eventuality will only be possible if 4 or</p>	<p>You have offered 2 Aircraft of a type where a simulator is available for our use in the United Kingdom.</p>	<p>You have offered 2 Aircraft of a type where a simulator is available for our use in Western Europe.</p>	<p>You have offered 2 Aircraft of a type where a simulator is available for our use in the United States or Canada.</p>	<p>Specific Aircraft (with associated tail numbers) have not been offered .</p>	

<p>more Aircraft are offered e.g. 2 Aircraft of one type and 2 Aircraft of another type.</p> <p>Your organisation may not be able to offer specific Aircraft at the time of Tender and may wish to offer a price based upon a plan to source and achieve acceptance of 2 Aircraft after Contract Award and before 31 March 2022. Should you offer two Aircraft in this manner you will <u>not</u> be deemed to have Failed against this criterion, but you will score 0 points.</p> <p>Note that simulator locations offered that are geographically situated in countries or areas not listed will not be considered. Any offer out with this requirement will be deemed to be non-compliant.</p> <p>Award Criteria:</p> <p>Provide evidence to support the location of the closest simulator specific to the type of Aircraft offered and its availability for our use.</p> <p>Provide identifying details and evidence of the specific Aircraft that you are offering.</p>					
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The Cost Element of the Weighted Value For Money Index Evaluation

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

- There are several cost assumptions that apply and must be followed in the completion of the Tender Cost Matrix at Appendix 3 To Annex B of the DEFFORM 47. The Authority will also detail how it will consider additional costs to the Authority associated with the dates that your organisation sets for IOC and FOC, these cost variations are for evaluation purposes only although the same logic will be applied to a Liquidated Damages Clause in the Contract at Condition 14 to the Terms and Conditions at Schedule 3.
- 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

* KEY (Column c):

Full Compliance (FC)	Where the Tenderer is offering full and unqualified acceptance of the terms.
Non-Compliance (NC)	Where the Tenderer is not able to accept the terms.

a		b	c
CTT Ref ID		Contract Schedule	Compliance (FC / NC)
Sch. 1		Definitions of Contract	
Sch. 2		Schedule of Requirements	
Sch. 2 Annex 1		Definitions	
Sch. 2 Annex 2		IOC-FOC	
Sch. 2 Annex 3		Assumptions	
Sch. 2 Annex 4		Exclusions	
Sch. 2 Annex 5		CPS SR Matrix	
Sch. 2 Annex 6		CPS VVRM	
Sch. 2 Annex 7		Third-Party SR Accept	
Sch. 2 Annex 8		Provision Of Aircraft - Main Operating Base And Short Duration Deployments	
Sch. 2 Annex 9		Aircraft Interior Cleaning Specification	
Sch. 2 Annex 10		RAF NHT STANDING ORDERS AND REGULATIONS	
Sch. 2 Annex 11		Meetings	
Sch. 2 Annex 12		Reports & Plans	
Sch. 2. Annex 12 Appendix 1		CSAT Recap Contract Deliverable Documents (CDD)	
Sch. 2 Annex 13		Accommodation and Travel Subsistence	
Sch. 2 Annex 14		Pricing Tables	
Sch. 2. Annex 15		Addresses and Other Information	
CTT Ref ID		DEFCON	Compliance
1	DEFCON 5J	Unique Identifiers	
	DEFCON 68	Supply Of Data For Hazardous Articles, Materials And Substances	
	DEFCON 76	Contractor's Personnel At Government Establishments Note: The Contractor's liability with respect to this DEFCON shall not exceed £20,000,000 per occurrence and £20,000,000 in aggregate.	
	DEFCON 90	Copyright	
	DEFCON 113	Diversion Orders	
	DEFCON 117	Supply Of Information For NATO Codification and Defence Inventory Introduction	
	DEFCON 129	Packaging (For Articles Other Than Munitions)	
	DEFCON 129J	The Use Of Electronic Business Delivery Form	
	DEFCON 501	Definitions And Interpretations	
	DEFCON 503	Formal Amendments To Contract	
	DEFCON 507	Delivery	
	DEFCON 513	Value Added Tax (VAT)	
	DEFCON 514	Material Breach Note: The Contractor's liability with respect to this DEFCON shall not exceed £6,800,000 per occurrence and £6,800,000 in aggregate.	
	DEFCON 515	Bankruptcy And Insolvency	
	DEFCON 516	Equality	
	DEFCON 518	Transfer	
	DEFCON 520	Corrupt Gifts And Payments Of Commission	
	DEFCON 522	Payment and Recovery of Sums Due	

	DEFCON 524	Rejection	
	DEFCON 524A	Counterfeit Materiel	
	DEFCON 525	Acceptance Note: Acceptance shall be in accordance with Condition 7 of Schedule 3	
	DEFCON 526	Notices The addresses (including electronic addresses) of each party to the Contract to which all Notices are to be sent are those specified at Annex 15 to Schedule 2 (Addresses and Other Information).	
	DEFCON 527	Waiver	
	DEFCON 528	Import and Export Licences-	
	DEFCON 529	Law (English) Note: This DEFCON shall only apply if the Contractor is registered within the United Kingdom.	
	DEFCON 530	Dispute Resolution (English Law)	
	DEFCON 531	Disclosure Of Information	
	DEFCON 532B	Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)	
	DEFCON 534	Subcontracting and Prompt Payment	
	DEFCON 537	Rights Of Third Parties	
	DEFCON 538	Severability	
	DEFCON 539	Transparency	
	DEFCON 550	Child labour and Employment Law	
	DEFCON 566	Change Of Control Of Contractor	
	DEFCON 602A	Quality Assurance (With Deliverable Quality Plan)	
	DEFCON 604	Progress Reports	
	DEFCON 605	Financial Reports	
	DEFCON 608	Access And Facilities To Be Provided By The Contractor	
	DEFCON 609	Contractor's Records	
	DEFCON 611	Issued Property Note: The Aircraft shall be included in the definition of Issued Property. Note: The Contractor's liability with respect to this DEFCON shall not exceed £25,000,000 per occurrence or £51,000,000 in aggregate.	
	DEFCON 612	Loss Of Or Damage To The Articles Note: The Contractor's liability with respect to this DEFCON shall not exceed £1,000,000 per occurrence or £1,000,000 in aggregate.	
	DEFCON 620	Contract Change Control Procedure	
	DEFCON 621B	Transport (If Contractor Is Responsible For Transport)	
	DEFCON 624	Use Of Asbestos	
	DEFCON 625	Co-Operation On Expiry Of Contract Note: Co-Operation on Expiry of Contract shall be accordance with the Joint Exit Management Plan at Annex 16 to Schedule 3	

	DEFCON 627	Quality Assurance - Requirement for a Certificate of Conformity	
	DEFCON 632	Third Party Intellectual Property - Rights and Restrictions	
	DEFCON 637	Defect Investigation And Liability	
	DEFCON 642	Progress Meetings	
	DEFCON 644	Marking Of Articles	
	DEFCON 646	Law And Jurisdiction (Foreign Suppliers) Note: This DEFCON shall only apply if the Contractor is registered outside of the United Kingdom.	
	DEFCON 649	Vesting Note: All ground support equipment purchased by the Contractor as part of the Contract price and to enable the provision of Services required in accordance with Schedule of Requirements Item 3, will be assigned the same meaning as component parts or materials as defined in this DEFCON.	
	DEFCON 656B	Termination for Convenience – Over £5M	
	DEFCON 658	Cyber Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Moderate, as defined in Def Stan 05-138.	
	DEFCON 660	Official-Sensitive Security Requirements	
	DEFCON 670	Tax Compliance	
	DEFCON 674	Advertising Subcontracts	
	DEFCON 678	SME Spend Data Collection Note: DEFFORM 139 template at Annex 7 to Schedule 3	
	DEFCON 681	Decoupling Clause - Subcontracting With The Crown	
	DEFCON 684	Limitation Upon Claims In Respect Of Aviation Products	
	DEFCON 694	Accounting For Property Of The Authority	
2		Precedence of Documents	
3		Discrepancies in Documentation	
4		Scope and Duration	
5		Contract Options	
6		Supply Of Two Aircraft to the Authority	
7		Acceptance Process	
8		Lease of Aircraft to the Contractor	
9		Transition	
10		Aircraft Availability	
11		Quality Assurance Standards	
12		Self to Self Delivery	
13		Payment	
14		Performance	
15		Performance Management	
16		Intellectual Property Rights	

17	Price	
18	TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) TUPE	
19	Aircraft Tasking	
20	Emergent Work Tasking Process	
21	Force Majeure	
22	Management Services	
23	Contract management	
24	Government Furnished Assets	
25	Insurance Requirements	
26	Supply Chain Data	
27	Dispute Resolution	
28	Contractor's Limit of Liability	
29	Social Value	
30	Authority's Capacity	
31	Conflict of Interest	
32	Pass-Through Warranties	
33	Out of Area Tasking	
CTT Ref ID	Annex	Compliance
Sch. 3 Annex 1	Not used	
Sch. 3 Annex 2	Hazardous Contractor Deliverables, Material or Substances Supplied under the Contract (DEFFORM 68)	
Sch. 3 Annex 3	Import and Export Controls (DEFFORM 528)	
Sch. 3 Annex 4	Security Aspects	
Sch. 3 Annex 5	Personal Data Particulars (DEFFORM 532)	
Sch. 3 Annex 6	Quarterly Financial Reports (DEFFORM 136)	
Sch. 3 Annex 7	MOD SME Spend Data Collection (DEFFORM 139)	
Sch. 3 Annex 8	Aircraft Lease Agreement	
Sch. 3 Annex 9	Contractor's Transition and Delivery Plan	
Sch. 3 Annex 10	Government Furnished Assets	
Sch. 3 Annex 10 App. 1	Government Furnished Information	
Sch. 3 Annex 10 App. 2	Government Furnished Material	
Sch. 3 Annex 10 App. 3	Government Furnished Services	
Sch. 3 Annex 10 App. 4	Government Furnished Personnel	
Sch. 3 Annex 10 App. 5	Government Furnished Facilities (Licence to Occupy)	
Sch. 3 Annex 11	KPI 1 Payment Withhold / Release Example	
Sch. 3 Annex 12	TUPE Transfer Regulations	
Sch. 3 Annex 13	Task Authorisation Form for Emergent Work	
Sch. 3 Annex 14	Obsolescence Management Plan	
Sch. 3 Annex 15	Required Insurances	
Sch. 3 Annex 16	Joint Exit Management Plan	
Sch. 3 Annex 17	Contractor's Communication Plan	
Sch. 3 Annex 18	Contractor's Commercially Sensitive Information Form	
Sch. 3 Annex 19	Timber and Wood - Derived Products Supplied under the Contract (DEFFORM 691A)	
Sch. 3 Annex 20	Master Data Assumptions List (MDAL)	
Sch. 3 Annex 21	Social Value	

Sch. 3 Annex 22	Placement Details	
Sch. 3 Annex 23	Daily State Sheet Template	

Appendix 2 to Annex B Technical Compliance Matrix

* KEY (Column c):

Full Compliance (FC)

Where the Tenderer is offering full and unqualified acceptance of the terms.

Non-Compliance (NC)

Where the Tenderer is not able to accept the terms.

a	b	c	d	e	f
RBS ID	Requirements	Measure of performance	Criteria	Remarks	Compliance
1.1	The Contractor shall provide 2 (two) Aircraft of the same type.	No older than 10 years from DoM to date of delivery. And No greater than 3000 Airframe Hours and maximum of 1500 Landings And Common Avionics Suite	Aircraft provenance details will be reviewed Engines and Airframe to be within MoP Both Aircraft shall be formally accepted in accordance with the Contract by 31 Mar 2022.	Historic Airframe and Engine maintenance to be reviewed as part of Pre-Purchase Inspection	
1.2	The Contractor shall provide an Aircraft that can deliver payload defined at ID 1.6 from an unrestricted airfield to the point of need.	Minimum unrefuelled range of 3850nm	With payload of 8 Passengers + 3 Crew and bags as per ID 1.6 (1045kg) 50nm Diversion 5% Contingency Fuel Final Reserve as per EASA Regs ISA +10 Still wind		
1.3	The Contractor shall provide an Aircraft that is capable of operating from specific performance restricted airfields.	Compliance with Performance Class A (EASA CAT. POL A)	RAF Northolt (EGWU): RWY Length – 5525 ft RWY PCN (07/25) – 30 Apron PCN -25		

1.4	The Aircraft shall cruise at speeds commensurate to modern business jets.	Minimum Cruise speed: Mach 0.7			
1.5	The Aircraft shall be able to operate globally.	Between 70 degrees North and 60 degrees South		The prescribed geographical threshold encompasses all the weather conditions therein.	
1.6	The Contractor shall provide an Aircraft with the ability to deliver passengers to a point of need.	Can accommodate 11 occupants (8 passengers and 3 crew) and associated baggage	Occupant Weight at 95kg per person (including 10kg hand baggage and carry on items)	JSP 800 Table 2-5-4 C: Military Ops/Ex (Passengers carrying Hand Baggage Only)	
1.7	The Aircraft shall be able to make airfield approaches in low visibility conditions.	Platform equipped with and certified for Low Visibility Operations	Cat 2 is required to operate at major international airports during low visibility conditions.	Cat 2 is current AM standard and Cat 3b is civilian industry standard.	
2.1	The Contractor shall provide the Aircraft with compliant Navigation Capabilities to meet global airspace requirements	Compliant with: MNPS RNP1 RNP4 RNP10 RNP APCH RVSM ETDO (ETOPS)		This ensures the Aircraft is capable of global operations.	
2.2	The Contractor shall provide the Aircraft with Navigation Equipment to meet global airspace requirements	Fitted with: Inertial Reference System (IRS)		A long-range solution alongside GPS/GNSS	
2.3	The Contractor shall provide the	Fitted with: ILS			

	Aircraft with Navigation / Approach Equipment to meet global airspace requirements				
2.4	The Contractor shall provide the Aircraft with Communications Capabilities to meet global requirements	Fitted with: VHF Radios (x2) HF Radios (x2) SELCAL CPDLC (FANS1/A) CPDLC (ATN) Beyond-Line-Of-Sight SATCOM		CPDLC (ATN) – European standard only	
2.5	The Contractor shall provide the Aircraft with Surveillance Capabilities to meet global requirements	Fitted with: ADS-B ACAS II		ADS-B must comply to future European/British and US FAA standards by 2024.	
2.6	The Aircraft shall provide in-flight voice and wireless data connectivity for occupants.	Connectivity to unsecure high-speed internet (8 Mbps) UK CAA approval for Portable Electronic devices (PED) Tolerance	Through BLOS SATCOM, including antenna, modem and all necessary components (minus end-user devices)	The Contractor will be directed to set up and maintain the appropriate (8 Mbps) bandwidth subscription.	
3.1	The Contractor shall meet an Annual Flying Target (AFT)	Year 1: up to 720 Flying Hours increasing to: Year 2: up to 980 Flying Hours	Ability to surge to 980 hours (Yr 1) and 1200 hours (Yr 2) respectively	Planning Assumptions: 75% of flying hours within UK & Europe (Average Sector 1.5 hrs Flight Time) 25% Rest of World/Long Haul (Average Sector 7 hrs Flight Time)	
3.2	The Contractor shall be required to achieve the Aircraft availability as stated.	1. One task line available Monday to Sunday (at any time subject to the notice in ID 3.6) 2. One further task line available Monday to Friday	90% of all take-offs/landings from RAF Northolt shall take place between 0800-2200 hrs Monday to Friday 10	The Contractor is expected to utilise 'Defence Share' to communicate up to and including OS Level information. When either Aircraft is defined as unavailable the Contractor shall	

			% will take place outside of these hours	inform the Authority of the reason for the unavailability and the date/time when each unavailable aircraft is planned to become available.	
3.3	The Contractor shall make a daily declaration on Aircraft availability to undertake tasking.	Declaration by 0800 Monday to Sunday	Declare to VIP Cell, ASCOT, 32 Sqn Ops, C17CSAE DT		
3.4	The Contractor shall provide Aircraft Status information to the Authority	Weekly: Tasking Schedule for month ahead Monthly: Against KPI (Reliability) Scheduled maintenance activity for forthcoming 6 months Status of unscheduled maintenance arisings	Declare to VIP Cell, 32 Sqn Ops, C17CSAE DT		
3.5	The Contractor shall achieve a minimum Task Completion Rate (TCR)	TCR of 95%			
3.6	The Contractor shall accept tasking with a minimum notice to move	Minimum of 24 hours' notice	law 2Gp VIP Cell tasking Direction		
3.7	The Contractor shall be responsible for ensuring the Aircraft remains serviceable at and away from the Main Operating Base (MOB).	Declared serviceability to meet task lines	law Minimum Equipment List (MEL)	In the event an Aircraft becomes unserviceable, the Contractor shall consult with the Authority and agree quickest method of ensuring that the task is completed. The MOB is the location at which the Aircraft can be based. Between IOC to FOC the MOB can either be RAF Northolt or a location of the Contractor's	

				choosing. From FOC onwards the MOB shall be RAF Northolt.	
3.8	The Contractor shall co-ordinate all flight tasks and Aircraft operations.	MCR of 95%	law 2Gp VIP Cell tasking Direction Diplomatic Clearance will be applied for by (TBC)	85% of tasking will be between 1-3 days 10% will be between 3-5 days 5% will be greater than 5 days	
3.9	The Contractor shall support extended duration tasking.	Tasking greater than 7 days duration.		Support to Out of Area (OOA) shall be activated by the Authority once the Aircraft is planned to be away from the MOB for a continuous period of more than 7 calendar days. The Contractor and the Authority will exchange information relating to OOA Tasking and agree an appropriate OOA Scope of Work, firm price and dependencies. The OOA means the Aircraft Tasked to be away from the MOB for a continuous period of more than 7 calendar days	
3.10	The Contractor shall provide the Authority with electronic access to the Aircraft Documentation Set (ADS).	Access upon request			
3.11	The Contractor shall maintain an up to date Aircraft Document Set (ADS)	Includes latest revisions from OEM			
3.12	The Contractor shall ensure any required Aircraft modifications are notified to the MOD	Upon notification of modification requirement	Modifications may be required iaw: Airworthiness Directives Service Bulletins Compliance with MAA RA 1240		

3.13	The Contractor shall maintain communication with the MOD Duty Holder (DH) chain regarding all Military Duty of Care (DoC)	Provision of information compliant with MAA RA1240 (when requested) Notification of Military related matters through the DH Chain	MAA RA 1240	Military related matters relate to any Military personnel i.e. Crewmembers and Passengers	
4.1	The Aircraft shall be capable of being secured	External doors and baggage compartment should be lockable.			
4.2	The Contractor shall ensure all staff hold a suitable security clearance	Crew to hold a SC Level clearance All other personnel to hold a BPSS Clearance		From IOC MOD will sponsor SC clearances (as required)	
4.3	The Contractor shall ensure the Aircraft meets the minimum baseline cyber security requirements for a UK CAA registered, MoD owned asset	Compliance with: EUROCAE ED-202A EUROCAE ED-203A EUROCAE ED-204A CAP 1753	law EUROCAE ED-203A Provisions for security patching of firmware/software to identify and manage security vulnerabilities	These 3 EUROCAE standards are also known in the US as RTCA DO-326A, RTCA DO-356A, and RTCA DO-355A respectively.	
5.1	The Contractor shall provide Aircraft and engines certified by a recognised Certification Authority	EASA/UK CAA Certification for Aircraft and engines	Certification Standard (CS) 25 & CS-E	It is mandatory for the Aircraft system to be certified by EASA or FAA	
5.2	The Contractor shall be responsible for maintaining the Certificate of Airworthiness (CoA)	Certificate of Airworthiness validated annually with an Airworthiness Review Certificate	law EASA/UK CAA Regulations		

5.3	The Contractor shall ensure the Aircraft is UK CAA registered at IOC 1	Listed on the UK CAA Register at IOC 1		Authority understands the dependency upon the UK CAA to achieve this requirement	
5.4	The Contractor shall possess an Air Operating Certificate (AOC) and operate the Aircraft law this AOC.	Evidence Aircraft are registered on the AOC	AOC to cover global Aircraft operation UK CAA Approved AOC	From IOC	
5.5	The Aircraft shall be fitted with a Flight Data Recorder (FDR) and Cockpit Voice Recorder (CVR)	Compliance with ICAO Regulations for Aircraft CoA	CAP731 and RAs 1025, 1028 and 1140		
5.6	The Contractor shall be an approved maintenance organisation	In accordance with EASA/UK CAA Part 145 regulations		From IOC EASA Pt 145 is a regulatory requirement	
5.7	The Contractor shall be responsible for supplying information on CAMO activities	To the military chain of command		To adhere to Mil Duty of Care and Transition to future activities	
5.8	The Contractor shall be responsible for supplying information on Type Airworthiness activities	Monthly report on compliance with Civilian Regulator, Certification Authority Directives/Missives		A detailed set of reporting requirements is set out in a contract appendix	
5.9	The Contractor shall possess a Minimum	Provide details of: UK CAA approval of the MEL for the Aircraft type.			

	Equipment List (MEL) for passenger Aircraft dispatch approved by the UK CAA for the Aircraft type	Source details of the associated Master Minimum Equipment List on which the MEL is based.			
6.1	The Contractor shall supply sufficient pilots to deliver the AFT	To meet tasking requirements.	As per AOC Regulations From IOC until End of Contract	Note ID 6.2	
6.2	The Contractor shall utilise RAF pilots in support of AFT delivery	4 pilots Year 1 - up to 180 hours (per pilot) Year 2 - minimum 200 flying hours (per pilot)	RAF Pilots to be used from FOC Civilian Captains paired with RAF Pilots MOD to provide RAF Pilots that are compliant with and will operate within Contractor's AOC.		
6.3	The Contractor shall utilise RAF Air Stewards	Trained RAF Air Stewards (as per SR7.3) to meet tasking requirements	4 Air Stewards from IOC 1 8 Air Stewards from FOC 1	Authority preference is to use RAF Air Stewards rather than civilian to deliver AFT	
6.4	The Contractor shall ensure all Crew shall be dressed appropriately	Commensurate for VIP tasking			
7.1	The Contractor shall provide training to RAF Pilots on Aircraft type.	4 Qualified RAF Pilots	UK CAA Type Rating In readiness for FOC MOD to provide RAF Pilots that are compliant with and will operate within Contractor's AOC.	RAF Pilots will hold minimum frozen ATPL and be available from Apr 22 Any ATO should have 'CAA Approved Training Provider' status (or international equivalent) and hold ISO9001 accreditation	
7.2	The Contractor shall maintain flight currency for the RAF Pilots	Currency Requirements for 4 RAF Pilots			
7.3	The Contractor shall provide training to RAF Air	4 RAF Air Stewards by IOC 1 4 further RAF Air Stewards by FOC 1	Experienced RAF Air Stewards familiarised		

	Stewards on Aircraft type.		with Aircraft Type training.		
8.1	The Aircraft shall have onboard toilet facilities.	Safety certified fixtures and fittings in line with EASA/FAA standards.			
8.2	The Aircraft shall have on board galley facilities	Provision of: Hot/Cold Water (Potable) Chilled storage. Galley stowage. Food heating/Hot drink facilities.			
8.3	The Aircraft shall be equipped with at least one table within the aircraft cabin.	Table shall allow at least 4 people to sit facing each other			
8.4	The Aircraft shall have provision of an external baggage compartment.	Class C compliant baggage compartment.			
9.1	The Contractor shall carry out all scheduled and unscheduled maintenance activities	Declared serviceability to meet task lines	Aircraft Engines APU		
9.2	The Contractor shall be responsible for undertaking all ground handling activities at the MOB:	To include: Aircraft marshalling Aircraft towing Re-fuelling De-icing Interior Cleaning Water replenishment Toilet Services Exterior Cleaning	The contractor shall be entitled to request free of charge provision of RAF Northolt services including tow vehicles, replenishment of water, sewage removal, fuel bowser services. The Authority will nominate points of contact and service lead time. The contractor shall be responsible for requesting provision of		

			the services from an Authority nominated point of contact.		
9.3	The Contractor shall be responsible for facilitating all ground handling activities when the Aircraft is away from the MOB	Responsible for contracting, facilitating and co-ordinating the provision of all services required to complete the tasking and maintain Availability Booking of hotel accommodation for Crew (Pilots and Air Stewards) on duty away from the MOB			
9.4	The Contractor shall be responsible for managing obsolescence for the duration of the contract	Implement an obsolescence management strategy that shall: a. Identify and review of obsolescence concerns b. Identify mitigation action c. Inform the authority on becoming aware of obsolescence			
9.5	The Contractor shall procure, deliver and fit the required spares to the point of need	Declared serviceability to meet task lines	The Authority is prepared to accept replacement OEM parts. (New or reconditioned). Any life-limited parts shall only be fitted following written agreement with the Authority.		
9.6	The Contractor shall be required to repaint the Aircraft	To include: Registration decal change White Fuselage Post-painting activities completed	Completed prior to IOC 1 Using standard commercial paint Aircraft re-weigh and associated activities after repainting	White Paint Specifications: 1. Aviox Finish 77702 + 90150 + 99322 made by Akzo Nobel N.V. Cage Code H0951, or 2. Desothane CA-8000/Colour + CA-8000B made by PPG Coatings S.A. Cage Code F1419	
9.7	The Contractor shall provide all required Ground	Compatible with Aircraft iaw Contractor Maintenance Plan			

	Support Equipment				
10.1	The Aircraft shall be compatible with the infrastructure provided at the MOB.	Capable of fitting inside RAF Northolt Hangars 1 and 2, with hangar doors closed	RAF Northolt Hangar 2 Dimensions: (Most restrictive in size) Internal Dimensions - 37.5m Deep x 36.5m Wide Hangar Door - Width 32.0m x Height 9.5m		

Appendix 3 to Annex B – Tender Cost Matrix

- Tenders are required to input prices against a number of requirement lines linked to activities required under the Contract. [Elements of the successful Tenderer's Tender Cost Matrix information will be placed in Annex 14 to Schedule 2 of the Contract (Pricing Tables) and will become the Contract Pricing]
- 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.
- Summary table (further pricing assumptions are provided at the below pricing tables:

Requirement/Evaluation Description	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
Requirement - Purchase of 2 Aircraft by the Authority.	1	Include full cost of both Aircraft.	Include full cost of both Aircraft.	VAT is not applicable
Requirement - Aircraft Re-Paint (Price per Aircraft)	1	Include x 2 Repaint cost	Include x 2 Repaint cost	
Requirement - Provision of an Aircraft Operating Service from IOC to FOC	3	<p>During the period of IOC to FOC, 1 Aircraft Task line (ATL) is required per day, Mon-Fri. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that the Aircraft Flying time does not exceed 720 hours. Please also consider the assumptions in Annex 3 to Schedule 2 to the Draft Contract that will govern the agreement of Task Line planning and Clause 19 Task Line Planning.</p>	<p>During the period of IOC to FOC, 1 Aircraft Task line (ATL) is required per day, Mon-Fri. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that the Aircraft Flying time does not exceed 720 hours. Please also consider the assumptions in Annex 3 to Schedule 2 to the Draft Contract that will govern the agreement of Task Line</p>	In the Transition and Delivery Plan that you present you will commit to the date of IOC and FOC.

			planning and Clause 19 Task Line Planning.	
Requirement - Provision of an Aircraft Operating Service from FOC to Contract Expiry	3	<p>During the period of FOC, 2 ATLs are required mon-Fri and 1 ATL is required Saturday, Sunday and bank holidays. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that the Aircraft Flying time does not exceed 720 hours in year 1 ending 31 March 2023 and 980 hours in year 2 ending 31 March 2024.</p> <p>Please also consider the assumptions in Annex 3 to Schedule 2 to the Draft Contract that will govern the agreement of Task Line planning and Clause 19 Task Line Planning.</p>	<p>During the period of FOC, 2 ATLs are required mon-Fri and 1 ATL is required Saturday, Sunday and bank holidays. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that the Aircraft Flying time does not exceed 720 hours in year 1 ending 31 March 2023. Please assume that 20% of year 2 (ending 31 March 2024) ATLs are at the higher rate, between 980 hours and 1200 hours.</p>	In the Transition and Delivery Plan that you present you will commit to the date of IOC and FOC.
Requirement - Emergent Work	4	Please include the total cost after the calculations indicated in table 4 below.	Please include the total cost after the calculations indicated in table 4 below.	This work will be enacted as required during the Contract Term and charged on the basis of ascertained costs + profit and labour rates in accordance with your Tender prices.
Requirement - Travel and Subsistence	4	Please include the total cost after the calculations indicated in table 4 below.	Please include the total cost after the calculations indicated in table 4 below.	

Requirement - OPTION 1: Extend the Contract Duration and scope iaw Clause 5.1 and 5.1.1. of Schedule 3.	3	Please don't include these costs in the DEFFORM 47 Annex A.	<p>During this period, 2 ATL's are required mon-Fri and 1 ATL is required Saturday, Sunday and bank holidays. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that 20% of ATLs are at the higher rate, between 980 hours and 1200 hours.</p> <p>Please also consider the assumptions in Annex 3 to Schedule 2 to the Draft Contract that will govern the agreement of Task Line planning and Clause 19 Task line Planning.</p>	
Requirement - OPTION 2: Extend the Contract Duration and scope iaw Clause 5.1 and 5.1.2. of Schedule 3.	3	Please don't include these costs in the DEFFORM 47 Annex A.	<p>During this period, 2 ATL's are required mon-Fri and 1 ATL is required Saturday, Sunday and bank holidays. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that 20% of ATLs are at the higher rate, between 980 hours and 1200 hours.</p> <p>Please also consider the assumptions in Annex 3 to Schedule 2 to the Draft Contract that will govern the agreement of Task Line</p>	

			planning and Clause 19 Task Line Planning.	
Requirement OPTION 3: Extend the Contract Duration and scope iaw Clause 5.1 and 5.1.3. of Schedule 3.	3	Please don't include these costs in the DEFFORM 47 Annex A.	<p>During this period, 2 ATL's are required mon-Fri and 1 ATL is required Saturday, Sunday and bank holidays. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that 20% of ATLs are at the higher rate, between 980 hours and 1200 hours.</p> <p>Please also consider the assumptions in Annex 3 to Schedule 2 to the Draft Contract that will govern the agreement of Task Line planning and Clause 19 Task Line Planning.</p>	
Requirement - OPTION 4: Extend the Contract Duration and scope iaw Clause 5.1 and 5.1.4. of Schedule 3.	3	Please don't include these costs in the DEFFORM 47 Annex A.	<p>During this period, 2 ATL's are required mon-Fri and 1 ATL is required Saturday, Sunday and bank holidays. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that 20% of ATLs are at the higher rate, between 980 hours and 1200 hours.</p> <p>Please also consider the assumptions in Annex 3 to Schedule 2 to the Draft</p>	

			Contract that will govern the agreement of Task Line planning and Clause 19 Task Line Planning.	
Requirement - OPTION 5: Extend the Contract Duration and scope iaw Clause 5.1 and 5.1.5. of Schedule 3.	3	Please don't include these costs in the DEFFORM 47 Annex A.	<p>During this period, 2 ATL's are required mon-Fri and 1 ATL is required Saturday, Sunday and bank holidays. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that 20% of ATLs are at the higher rate, between 980 hours and 1200 hours.</p> <p>Please also consider the assumptions in Annex 3 to Schedule 2 to the Draft Contract that will govern the agreement of Task Line planning and Clause 19 Task Line Planning.</p>	
Requirement - OPTION 6: Extend the Contract Duration and scope iaw Clause 5.1 and 5.1.6. of Schedule 3.	3	Please don't include these costs in the DEFFORM 47 Annex A.	<p>During this period, 2 ATL's are required mon-Fri and 1 ATL is required Saturday, Sunday and bank holidays. Please calculate the number of ATLs in the period and multiply that figure by your ATL cost.</p> <p>Please assume that 20% of ATLs are at the higher rate, between 980 hours and 1200 hours.</p>	

			Please also consider the assumptions in Annex 3 to Schedule 2 to the Draft Contract that will govern the agreement of Task Line planning and Clause 19 Task Line Planning.	
Requirement - OPTION 7: Training for 4 x pilots iaw Clause 5.2 of Schedule 3.	1	Please don't include these costs in the DEFFORM 47 Annex A.	Please include x 4 cost for the training of additional pilots on aircraft type.	Please indicate VAT treatment for this requirement
Evaluation – Time to IOC	5	Costs not applicable	For each day inclusive of 1 April 2022, counting forwards through to the day before IOC, a sum will be added to your total cost.	[These same sums will be included in Contract in a Liquidated Damages clause linked to delayed declaration of IOC and FOC.]
Evaluation – Time to FOC	5	Costs not applicable	For each day inclusive of 31 March 2024, counting back to the day after FOC, a sum of money will be deducted from you total cost.	[These same sums will be included in Contract in a Liquidated Damages clause linked to delayed declaration of IOC and FOC.]

Information Relating to Pricing Table 1:

- Pricing table 1 contains discrete elements of the price which will be directly lifted into the Schedule of Requirements at Schedule 2 to the Draft Contract.
- Pricing in table 1 will be populated by the Tenderer and is to cover all activities and costs associated with the supply of the 2 Aircraft (by 31 March 2022) and the achievement of IOC at the date as stated in the Tenderer's Transition and Delivery Plan.
- The Tenderer must provide evidence that Milestone Payments will not represent forward payments against consideration not yet received. I.e. all payments must be made in arrears.
- Milestones that the Authority is prepared to make payments against are:
 - Payment of Aircraft Deposits whilst the Tenderer is assessing the Aircraft for suitability and prior to Acceptance.
 - Payment for the Independent 3rd Party Agent to complete Aircraft Acceptance.
- Payment for ongoing costs during the period between aircraft acceptance and declaration of IOC. E.g. Anti-deterioration maintenance, hangarage and other husbandry activities should be captured as one lump sum and will be payable at the date of IOC.

Table 1:

Requirement to be priced	Contractor Price	Pricing Assumptions
Aircraft 1	[Please input your price here]	VAT is not applicable
Aircraft 2	[Please input your price here]	VAT is not applicable
Payment of Aircraft Deposits (as applicable)	[Please input your price here]	N/A
Payment of ITPA	[Please input your price here]	N/A
Payment for ongoing costs during the period between aircraft acceptance and declaration of IOC (as applicable)	[Please input your price here]	Contractor to provide a breakdown of all costs contained within this Milestone
Repaint Cost (price per Aircraft)	[Please input your price here]	In accordance with Annex 5 of Schedule 2 to the Draft Contract (CPS SR Matrix line item 9.6)
Cost to train x4 additional pilots	[Please input your price here]	This is an Option price so will be taken up at the Authorities discretion.

Table 2:
Not Used

Information Relating to Pricing Table 3:

- Pricing in table 3 will cover all costs from the period of IOC to FOC, from FOC until 31 March 2024 and for any Option periods taken thereafter. An Option means an agreed option for the Authority to procure the identified Goods and/or Services under the agreed terms of the Contract.
- The pricing for these services will be linked to Aircraft Task Lines (ATLs). The ATLs for each period can be calculated by the Tenderer using the IOC and FOC dates that you have committed to in the Transition and Delivery Plan and Contract.
- Tenderers should consider the Assumptions at Annex 3 to Schedule 2 and the Exclusions at Annex 4 to Schedule 2 in the below calculations.
- Tenderers should consider the alleviation for planned and un-planned maintenance that will be provided against 1 ATL (Monday to Friday) from the point of FOC and in future periods as detailed at Clause 10 and 15 at Schedule 3 to the Draft Contract.
- Tenderers should calculate the total 'non-variable' cost of meeting all the Authorities requirements (not including those elements captured separately in the other tables to this evaluation) during these respective periods. Non-variable cost means those costs that would be incurred even if the Authority decides not to use any Task Lines (i.e. no flying is undertaken) during the relevant time period.
- Tenderers should then consider the variable costs for the operation of the Aircraft as follows:
 - For the IOC to FOC period assume no greater than 720 AFT.
 - For the FOC to 31 March 2024 period assume no greater than 980 AFT.
- The Tenderer shall detail all activities that are variable and non-variable and the costs that are associated with each activity.
- The above 'lower' AFT band should be priced including all non-variable costs for the period and all variable costs as above.
- The calculation should be the total of these costs divided by the number of ATLs in the relevant period.
- The calculation for the higher AFT bands for each period should only include those variable costs relating to the difference between 720 and 980 AFT for the IOC period and 980 and 1200 AFT for the other periods. These additional variable costs should be totalled and averaged across the number of ATLs in the relevant period.
- It is assumed therefore that the difference in ATL prices and the higher bands will not be materially different and if at any point during a period the lower AFT band is fully consumed, all ATLs for the remainder of that period will be charged at the higher ATL rate.

Table 3:

Total Aircraft Flying Hours	IOC IOC date (TBA) to FOC date (TBA) Firm Price per Aircraft Tasking Line £ (VAT Exc.)	FOC FOC date (TBA) to 31 March 2024 Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Option 1* (30 months) 1 April 2024 to 30 September 2024 Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Option 2* (36 months) 1 October 2024 to 31 March 2025 Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Option 3* (42 months) 1 April 2025 to 30 September 2025 Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Option 4* (48 months) 1 October 2025 to 31 March 2026 Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Option 5* (54 months) 1 April 2026 to 30 September 2026 Firm Price per Aircraft Tasking Line £ (VAT Exc.)	Option 6* (60 months) 1 October 2026 to 31 March 2027 Firm Price per Aircraft Tasking Line £ (VAT Exc.)
< = 720	[Please input your price here]							
between 721 and 980	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]
Between 981 and 1200		[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]

Information Relating to Pricing Table 4:

- Pricing for table 4 will be utilised for the recovery of subsistence costs in accordance with Clause 17 at Schedule 3 to the Draft Contract.
- The Subsistence rates are to be inclusive of all overheads and profit.
- Subsistence rates are applicable for overnight stays only when expenditure by the Contractor is incurred and includes Accommodation. Firm price rates to include provision for food and drink and disturbance allowance. Rate applies from the beginning of each 24-hour period that the Contractors employee is located in the geographical area and operating away from the MOB. For example, if landing at 1600 in continental Europe and returning to the MOB at 0800 the following day the Contractor shall be to be paid the applicable Daily Allowance for one 24-hour period.
- The Tenderer will provide contractor rates and profit which will be applicable to any Emergent Work tasks placed during the Contract Term in accordance with Clause 17 at Schedule 3 to the Draft Contract.
- A single Contractor Rate is requested which will be utilised for any emergent tasks placed.
- Other costs relating to emergent tasks will be on an ascertained cost basis.
- For the purpose of evaluation, we will use the prices provided to add a sum to the total cost of your Tender which shall be calculated as follows:
 - £1,000,000 Ascertained Cost +
 - (3000 x labour hours) +
 - (Subsistence cost UK x 500) +
 - (Subsistence cost Europe x 400) +
 - (Subsistence cost Rest of World x 300) x
 - Profit.

Table 4:

	IOC 1 April 2022 to FOC date (TBA)	FOC date (TBA) to 31 March 2024	Option 1* (30 months) 1 April 2024 to 31 Oct. 2024	Option 2* (36 months) 1 Nov. 2024 to 31 March 2025	Option 3* (42 months) 1 April 2025 to 31 Oct. 2025	Option 4* (48 months) 1 Nov. 2025 to 31 March 2026	Option 5* (54 months) 1 April 2026 to 31 Oct. 2026	Option 6* (60 months) 1 Nov 2026 to 31 March 2027
Contractor Rate Firm Hourly Rate £ (VAT Exc.)	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]
Subsistence cost UK	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]
Subsistence cost Europe	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]
Subsistence cost Rest of World	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]	[Please input your price here]
Contractors Profit for Emergent Work (%)	[Please input your price here]							

Information Relating to Pricing Table 5:

- Table 5 is not priced by the Tenderer it is a description of how the Authority will calculate your total price to determine a total cost for the Weighted Value for Money Index Evaluation.
- This calculation is to recognise the importance to the Authority to accelerate the achievement of IOC and FOC earliest. It also captures the cost impact on the Authority where we have a capability gap between the retirement of the BAe 146 Aircraft and the CSAT Recap Aircraft reaching operational milestones but are concurrently holding costs through this Contract for the upkeep of those CSAT Recap Aircraft.
- The Authority has calculated these sums through a variety of means including benchmarking, market engagement via the recent RFI, our knowledge of the costs to maintain Aircraft, our knowledge of the cost of personnel and our knowledge of the actual costs where we must charter in substitution rather than utilise our own capabilities. The figures used are best endeavours to make a genuine pre-estimate of loss.
- IOC and FOC dates declared by the Contractor in the Transition and Delivery Plan will be used for this calculation.

Table 5:

Transition Milestones	Variation to price
Time to Reach IOC	The Authority will add £22,000 per day to the Tenderers total price (as calculated for evaluation purposes) for each day, inclusive of 1 April 2022 counting forward until the day prior to IOC.
Time to Reach FOC	The Authority will deduct £7,000 per day from the Tenderers total price (as calculated for evaluation purposes) for each day, inclusive of 31 March 2024 counting back to the day after FOC.

Appendix 4 to Annex B - Weighted Value For Money Index Evaluation

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

Annex C - Tenderer's Commercially Sensitive Information Form

ITT Ref No: C17CSAE/70171461
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
Explanation of sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

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

DEFFORM 528

GUIDANCE FOR COMPLETION OF DEFFORM 528

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

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

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

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

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

PAGE 1

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

PAGE 2

SECTION 1

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

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

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

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

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

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

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

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

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

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

2h Details of the EAR Exceptions used.

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

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

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

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

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

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

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

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

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

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

PAGE 2 - Cell reference descriptors

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

2b - USML Listed?

2c - USML Category Number:

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

2e - CCL Listed?

2f - CCL ECCN:

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

2h - Exceptions used:

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

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

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

4b - UKML Listed?

4c - UKML category number:

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

4e - UK/EU Dual Use Number:

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

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

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

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

Import and Export Control Information
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Contract No.	
1a: Supplier Name	
1b: Address	
1c: City/State	
1d: Post/Zip Code	
1e: Country	
1f: CAGE/NCAGE	

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

Please sign declaration on third tab and return with submission										US Trade Controls Applicable								Other Country Trade Controls Applicable		UK Trade Controls Applicable						End Use Certificate if required yes, attach			
Line item	Product Name 1a	Description 1b	Part Number 1c	NSN Part Number 1d	Manufacturer 1e	Address 1f	CAGE/NCAGE 1g	Country of Origin 1h	Security Classification 1i	2a	2b	2c	2d	2e	2f	2g	2h	3a	3b	4a	4b	4c	4d	4e	4f	5a	5b	5c	Line item
1																													1
2																													2
3																													3
4																													4
5																													5
6																													6

[illegible]

[illegible]

Declaration

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

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

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

Annex E - The Statement Relating to Good Standing

Contract Title: CSAT RECAP

Contract Number: C17CSAE/701712461

We confirm, to the best of our knowledge and belief, that **[insert Potential Supplier]** including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of **[insert Potential Supplier]** has not been convicted of any of the following offences within the last 5 years:

- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
 - c. common law offence of bribery;
 - d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; e. any offence listed:
 - (1) in section 41 of the Counter Terrorism Act 2008; or
 - (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
 - f. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
 - g. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
 - h. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
 - i. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
 - j. an offence under section 59A of the Sexual Offences Act 2003;
 - k. an offence under section 71 of the Coroners and Justice Act 2009;
 - l. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or m. an offence under section 2 or 4 of the Modern Slavery Act 2015;
 - n. any other offence within the meaning of Article 57(1)(a), (b), (d), (e), or (f) of Public Contracts Directive –
 - (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
 - (2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;
 - p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom.
2. **[Insert potential supplier]** further confirms to the best of our knowledge and belief that within the last 3 years it:
- a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
 - b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
 - c. has not committed an act of grave professional misconduct, which renders its integrity questionable;

- d. has not entered into agreements with other suppliers aimed at distorting competition;
- e. Is not subject to a conflict of interest within the meaning of regulation 24;
- f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. is not guilty of serious misrepresentation in providing any information required by this statement.
- i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. has fulfilled its obligations in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in [PPN 8/16 Annex C](#)).
3. **[Insert potential supplier]** also confirms that to the best of their knowledge and belief they are capable of providing a carbon reduction plan to the specification (as listed in PPN 06/21 and associated guidance documents) or are capable of providing acceptable justification for such plan to have incomplete emissions data or have a reporting period outside a 12 month period from the date of the procurement.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	
Signed (By Director of the Organisation or equivalent)	
Name	
Position	
Date	

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

Contract Number: C17CSAE701712461

Contract Title: CSAT Recap

Contractor:

Date of Contract:

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

☐

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

DEFCON 68 ☐ ; or

Condition 9 of Standardised Contract 1A/B Conditions ☐

Contractor's Signature:

Name:

Job Title:

Date:

* check box (T) as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

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

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

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

Contract No: C17CSAE/701712461

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

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

Annex H- Tenderer Assumptions, Exclusions and Limitations

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

Assumptions

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

Exclusions

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

Limitations

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

Annex I - Required Insurances - Confirmation of Maximum Deductible

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

Insurance Product	Confirmation of Maximum Deductible £s
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	

Annex J - CSAT Recap Tender Deliverable Documents (TDD)

The Contractor shall deliver the documents at Table 1 in accordance with the criteria set out in the Data Item Description (DID) (where applicable), returned as Annexes to this document , and as per the terms and conditions of the Contract.

CDD Serial	DID Annex	Document Title	Applicable Standard	Delivery Date	Subsequent Delivery during Contract term	Comment
1	A	Transition and Delivery Plan	Final	Final- Part of Tender Submission.	N/A	law with DID The plan shall be reviewed monthly up until achievement of FOC
2	N/A	Air Operating Certificate	Authorised ¹	Tender Submission	After inclusion of CSAT Recap aircraft type and as requested	This will include any Airworthiness Review Certificates (ARC) issued during the Contract.
3	N/A	Part 145 Certification	Authorised ¹	Tender Submission	After any amendment or renewal of certification and as requested	
4	N/A	Aircraft Type Data Sheet	Draft	Tender Submission		This may be the proposed aircraft type(s)

¹ Authorised by UK Civil Aviation Authority

APPENDIX 1 to Annex J – TRANSITION AND DELIVERY PLAN DID

DATA ITEM DESCRIPTION		
<u>TITLE</u> TRANSITION AND DELIVERY PLAN	<u>NUMBER</u> DID – XXXX	
	<u>ISSUE</u> 1.0	<u>ISSUE DATE</u> Oct 21

BACKGROUND INFORMATION

The Contractor shall develop and deliver a Transition and Delivery Plan that defines the approach and activities to be undertaken to ensure the delivery of the CSAT capability and supporting services. The Contractor shall commence transition activity as soon as the contract is awarded. The Initial Operating Capability (IOC)/ Full Operating Capability (FOC) definitions, referenced below, are detailed in the Specification along with a set of assumptions the Contractor may wish to refer to.

The Authority requires the Contractor to appoint an Independent Third Party Agent (ITPA) to accept the Aircraft on our behalf. Details are set out in the Contract.

The Transition and Delivery Plan is as an extremely important deliverable in the Tender and must give the Authority confidence that the Contractor's solution is realistic and achievable within the required and proposed timescales.

DELIVERABLE DOCUMENT

A Transition and Delivery Plan for CSAT Recap to achieve:

- Acceptance of 2 Aircraft by 31st March 2022
- Initial Operating Capability [Contractor to state IOC date here which will be used for evaluation and Contract. This date can be no later than 30 November 2022]
- Full Operating Capability [Contractor to state FOC date here which will be used for evaluation and Contract. This date can be no later than 31 December 2022]

DOCUMENT REQUIREMENTS

The Contractor shall provide a Transition and Delivery Plan with their bid. The plan shall include but not be limited to:

- An outline plan of the steps the Contractor will take to procure aircraft which meet the Authorities requirements by 31st March 2022;
 - The plan must also include a description of how the contractor will approach the Authorities requirement for them to appoint a Third-Party Agent to accept the aircraft.
- A description of the ITPA, including their experience plus how the Contractor would contract and work with this ITPA;
- A Transition Schedule clearly identifying:
 - All activities within the Transition Plan including durations and dependencies to achieve IOC and FOC;
 - Critical path activities during the transition;
- An outline plan of how the contractor will approach:
 - Maintenance, storage, movement and any other husbandry required to preserve our assets prior to IOC.
 - Delivery of IOC as soon as possible post contract award;

- The Transition to FOC1 as soon as possible post IOC declaration;
 - Delivery of the Annual Flying Target;
 - Ensuring aircraft availability;
 - Making daily declarations on aircraft availability to the customer;
 - Provision of task status information to the customer;
 - The achievement of task completion rates;
 - Short notice tasking (minimum 24 hrs);
 - Serviceability of aircraft when away from the MOB;
 - Supporting extended duration tasking i.e. greater than 7 days away from the MOB
 - Coordination of aircraft tasking and operations;
 - Registration of the aircraft onto the Contractor's AOC including expected timescales;
 - Provision of security clearances for relevant staff;
 - Provision of type airworthiness details (for information) to the Authority;
 - Implementation of CAA airworthiness directives or service bulletins;
 - The provision and positioning of civilian pilots to deliver the AFT from IOC and FOC;
 - Your approach to training and utilisation of military cabin crew for IOC;
 - Your approach to training, maintaining currency and utilisation of military pilots for FOC
 - Include previous level of experience you require from military pilots
 - Management of scheduled and unscheduled maintenance;
 - Setting up ground handling capability at the MOB, including the sourcing of all Ground Handling Equipment required to perform the service;
 - Facilitating ground handling away from the MOB;
 - Management of aircraft obsolescence during the course of Phase 1;
 - Delivering spares to the point of need.
- Identification of Transition risks and opportunities. Each risk shall contain:
 - A title
 - A unique identifier
 - A description and cause
 - Potential impact – cost/time/performance
 - Potential mitigations
 - Owner
 - Identification of the Contractor's key assumptions, exclusions and limitations in Annex H.