



**C17CSAE/701712461**  
**for Command Support Air Transport**  
**Recapitalisation (CSAT Recap)**

**Update Log**

**09 December 2021**

## **1 INTRODUCTION**

- 1.1 This Update Log relates to the documents for the Command Support Air Transport Recapitalisation (CSAT Recap) procurement, and is structured as follows:
- (a) Part 1: DEFFORM 47 (pages 3 – 14)
  - (b) Part 2: Contract (pages 15 – 35)
- 1.2 The Update Log summarises the differences made between the last published version of the above documents published on:
- (a) 29 Oct 21 (DEFFORM 47)
  - (b) 01 Nov 21 (Contract)
- and the latest versions published on 06 Dec 21
- 1.3 The Update Log:
- (a) either sets out the actual amendment that has been made, or provides a description to summarise an amendment; and
  - (b) does not set out changes due to typographical, grammatical, or all cross-reference changes.
- 1.4 Whilst this Update Log has been provided to assist Tenderers with understanding the amendments that have been made, Tenderers are advised to conduct their own review of the updated documents.

**09 December 2021**

Document Reference	Amendment	Rationale
<b>Part 1: DEFFORM 47</b>		
Section B (Key Tendering Activities, Timetable)	<ol style="list-style-type: none"> <li>1. Change in reference from Tenderers' Conference to Bidders Conference (and amended throughout document).</li> <li>2. Removal of the following previous stages: <ol style="list-style-type: none"> <li>i. Date of Expression of Interest at Industry Engagement Event</li> <li>ii. Industry Engagement Event</li> <li>iii. Invitation to Tenderer's Conference</li> </ol> </li> <li>3. Date of the following has been amended: <ol style="list-style-type: none"> <li>i. Invitation to Bidders Conference Event</li> <li>ii. Date for Confirmation of attendance at Bidders Conference Event</li> <li>iii. Bidders Conference Event</li> </ol> </li> </ol>	Amendment made for clarity to confirm updated timetable and to align defined terms.
Section B (Key Tendering Activities), B2 (Bidders Conference)	<p>Amended as follows (changes shown in red):</p> <p><i>The Tenderer must provide the name(s) of those who wish to attend the Bidders Conference <del>to the above named contact</del> in accordance with the details provided in the invite to Tenderers, by the date shown, so that access to the site can be arranged.</i></p>	Amendment made for clarity to correct reference in DEFFORM.
Section C (Instructions on Preparing Tenders), C3 (Validity)	<p>Removal of the following:</p> <p><del>*The Authority recognises that if it were to award the</del></p>	Amendment made for clarity.

	<del>Contract any later than this date then it is unlikely the Contractor would be able to satisfy the requirement to accept two Aircraft by 31 Mar 2022, noting that time is of the essence.</del>	
Section F (Conditions of Tendering), Transfer of Undertakings (Protection of Employment) TUPE	Condition F20 to Condition F23 has been updated, and new Conditions F22 and F23 (TUPE Provided for Tendering Purposes) included.	Amendment made for clarity to include updated policy.
Section F (Conditions of Tendering), Financial limits	Condition 1.5.1 has been amended to remove square brackets and addition of "per event" for the relevant figures under each DEFCON in Condition 1.5.1.	Amendment made for clarity and to confirm the Contractor's total liability.
Annex B (Tender Evaluation), Tender Evaluation Selection Process	Amended to remove the reference to Appendix 3 (Tender Cost Matrix)	Amendment made for clarity.
Annex B (Tender Evaluation), Tender Evaluation Selection Process	Inclusion of the following:  <i>Full Compliance and Non-Compliance have the meaning as set out in Appendix 1 to Annex B (Commercial Compliance Matrix)</i>	Amended for clarity in relation to defined terms.
Annex B (Tender Evaluation), Commercial Compliance Matrix Criteria	Amended as follows:  <i>Tenderers must fully comply with <del>all Commercial requirements</del> 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.</i>	Amendment made for clarity to correct reference in DEFFORM.
Annex B (Tender Evaluation), Weighted	Amended to confirm the weighting to be applied and	Amended for clarity.

Value For Money Index Evaluation	calculation used.	
Annex B (Tender Evaluation), Fighting Climate Change - Effective stewardship of the environment	Decapitalisaiton of the following terms: "Method Statement", "Policy Outcome", "Model Award Criteria".	Amended for clarity in relation to defined terms.
Annex B (Tender Evaluation), Fighting Climate Change - Effective stewardship of the environment	Amended 70 (Good) as follows:  <i>The Tenderer has committed to activities that will deliver <b>a number of good</b> measurable additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</i>	Amended for clarity.
Annex B (Tender Evaluation), Fighting Climate Change - Effective stewardship of the environment	Amended 30 (Adequate) as follows:  <i>The Tenderer has committed to activities that will deliver <b>some</b> measurable additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.</i>	Amended for clarity.
Annex B (Tender Evaluation), Equal Opportunity - Tackle workforce inequality	Decapitalisaiton of the term: "Method Statement".	Amended for clarity in relation to defined terms.
Annex B (Tender Evaluation), Equal Opportunity - Tackle workforce inequality	Amended 70 (Good) as follows:  <i>The Tenderer has committed to activities that will deliver <b>a number of good</b> measurable additional benefits to tackle workforce inequality in the performance of the contract.</i>	Amended for clarity.

Annex B (Tender Evaluation), Equal Opportunity - Tackle workforce inequality	<p>Amended 30 (Adequate) as follows:</p> <p><i>The Tenderer has committed to activities that will deliver <b>some</b> measurable additional benefits to tackle workforce 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.</i></p>	Amended for clarity.
Annex B (Tender Evaluation), Transition & Delivery Plan	<p>Purpose section amended as follows:</p> <p><i>The Authority requires that you develop and deliver a Transition and Delivery Plan that provides the Authority confidence that your organisation can meet all <del>of its the</del> <b>Authority's</b> requirements and meet <b>key Contract milestones the Aircraft Acceptance date and proposed IOC and FOC dates</b></i></p>	Amended for clarity.
Annex B (Tender Evaluation), Transition & Delivery Plan	<p>100 (Excellent) amended as follows:</p> <p><i>The Tenderer has given absolute clarity to the Authority through their Transition and Delivery Plan as to how they will meet all <del>Contractual the</del> <b>Authority's</b> requirements on time, <b>meet the Aircraft Acceptance date and proposed IOC and FOC dates</b> and how they will manage risk throughout.</i></p>	Amended for clarity.
Annex B (Tender Evaluation), Transition & Delivery Plan	<p>30 (Adequate) amended as follows</p> <p><i>The Tenderer has given adequate clarity to the</i></p>	Amended for clarity.

	<i>Authority through their Transition and Delivery Plan as to how they will meet all <del>Contractual the</del> Authority's requirements on time, meet the Aircraft Acceptance date and proposed IOC and FOC dates and how they will manage risk throughout.</i>	
Annex B (Tender Evaluation), Transition & Delivery Plan	<p>0 (Inadequate) amended as follows:</p> <p><i>The Tenderer has not given adequate clarity to the Authority through their Transition and Delivery Plan as to how they will meet all <del>Contractual the</del> Authority's requirements on time, meet the Aircraft Acceptance date and proposed IOC and FOC dates and how they will manage risk throughout.</i></p>	Amended for clarity.
Annex B (Tender Evaluation), Transition & Delivery Plan	<p>0 (Inadequate) amended as follows:</p> <p><i>If your Transition and Delivery Plan <del>asks for details</del> Milestone Payments which are not linked to relative consideration and/or are forward payments against consideration not yet received.</i></p>	Amended for clarity.
Annex B (Tender Evaluation), Aircraft Age	<p>Purpose amended as follows:</p> <p><i>The Authority wishes to understand the Age (<del>as defined under Evaluation Question</del>) of the 2 Aircraft that your organisation intends to offer as this will influence the through life cost of this programme.</i></p>	Amendment made for clarity to correct reference in DEFFORM.
Annex B (Tender Evaluation), Aircraft Age	<p>Purpose amended as follows:</p> <p><i>Should you offer 1 specific Aircraft and one price for an Aircraft <del>no</del> not identified at the point of Tender;</i></p>	Amended for clarity.

	<i>The Aircraft not identified will be considered to be 10 years old for the purpose of calculating an average.</i>	
Annex B (Tender Evaluation), DAS Compatibility (DIRCM design and embodiment extant on 'an' AC of type)	<p>Purpose amended as follows:</p> <p><i>The Authority wishes to know whether the type of Aircraft offered, have had a <b>Directed Infra Red Counter Measure ("DIRCM")</b> 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 modification is a future requirement to the Authority <b>but outside of this procurement.</b></i></p>	Amended for clarity and to defined terms.
Annex B (Tender Evaluation), DAS Compatibility (DIRCM design and embodiment extant on 'an' AC of type)	<p>Score of 0 amended as follows:</p> <p><i>You have stated that the <del>jests-jets</del> offered have not had a DIRCM modification designed and embodied previously.</i></p>	Amended for clarity.
Annex B (Tender Evaluation), Training Simulator Geographical Location	<p>Evaluation Question section amended as follows:</p> <p><i>Note that <del>SIM</del> <b>simulator</b> 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.</i></p>	Amended for clarity in relation to defined terms.
Annex B (Tender Evaluation), Training Simulator Geographical Location	<p>Score of 20 amended as follows:</p> <p><i>You have offered 2 Aircraft of a type where a simulator is available for our use in the <b>United State States</b> or Canada.</i></p>	Amended for clarity.



Annex B (Tender Evaluation), Training Simulator Geographical Location	<p>Score of 0 amended as follows:</p> <p><i>Specific Aircraft (with associated tail numbers) have not been offered at <del>Tender so both Aircraft are considered to have a simulator location in the United State or Canada, but no score is awarded to the Tenderer.</del></i></p>	Amended for clarity.
The Cost Element of the Weighted Value For Money Index Evaluation	<p>Amended as follows:</p> <p><i>There are several cost assumptions that apply and must be followed in the completion of the <del>Tender</del> Cost Matrix <del>at Appendix 3 To Annex B of the DEFFORM 47.</del> 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.</i></p>	Amended for clarity.
The Cost Element of the Weighted Value For Money Index Evaluation	<p>Amended as follows:</p> <p><i>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 <del>make</del> require changes through the clarification process should it deem that calculation errors have been made</i></p>	Amended for clarity.

Appendix 1 to Annex B - Commercial Compliance Matrix	<p>1. List of documents updated to reflect latest set of documents, including amendments to DEFCON descriptions.</p> <p>2. Removal of "Remarks" column.</p>	Amended for clarity.
Appendix 2 to Annex B Technical Compliance Matrix	Removal of "Supplier Remarks" column.	Amended for clarity.
Appendix 2 to Annex B Technical Compliance Matrix	<p>Criteria column for RBS ID 1.1. amended as follows:</p> <p><i>Aircraft provenance details will be reviewed Engines and Airframe to be within MoP</i></p> <p><i>Both Aircraft shall be formally accepted <del>law</del> in accordance with the Contract by 31 Mar 2022.</i></p>	Amended for clarity.
Appendix 2 to Annex B Technical Compliance Matrix	<p>Requirements column for ID 3.7 amended as follows:</p> <p><i>The Contractor shall be responsible for ensuring the Aircraft remains serviceable at and away from the Main Operating Base (MOB)</i></p>	Amended for clarity in relation to defined terms.
Appendix 2 to Annex B Technical Compliance Matrix	<p>Remarks column for ID 3.7 amended as follows:</p> <p><i>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.</i></p> <p><i>The MOB is the location at which the Aircraft can be based. Between IOC to FOC the MOB can either be</i></p>	Amended for clarity in relation to defined terms.

	<i>RAF Northolt or a location of the Contractor's choosing. From FOC onwards the MOB shall be RAF Northolt.</i>	
Appendix 2 to Annex B Technical Compliance Matrix	<p>Remarks column for ID 3.9 amended as follows:</p> <p><i>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.</i></p> <p><i>The OOA means the Aircraft Tasked to be away from the MOB for a continuous period of more than 7 calendar days.</i></p>	Amended for clarity in relation to defined terms.
Appendix 2 to Annex B Technical Compliance Matrix	<p>ID 5.3 amended as follows:</p> <p><i>The Contractor shall ensure the Aircraft is UK CAA registered at <del>point of delivery</del> IOC 1</i></p>	Amended for clarity.
Appendix 2 to Annex B Technical Compliance Matrix	<p>ID 5.3 amended as follows:</p> <p><i>Listed on the UK CAA Register at IOC 1</i></p>	Amended for clarity.
Appendix 2 to Annex B Technical Compliance Matrix	<p>ID 5.3 amended as follows:</p> <p><i><del>MOD to facilitate registration agreement with UK CAA</del> Authority understands the dependency upon the UK CAA to achieve this requirement</i></p>	Amended for clarity.

Appendix 3 to Annex B – Tender Cost Matrix	<p>Amended as follows:</p> <p><i>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 <del>The Total Value of Tender</del> 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.</i></p>	Amended for clarity in relation to defined terms.
Appendix 3 to Annex B – Tender Cost Matrix	<p>Information Relating to Pricing Table 3 amended as follows:</p> <p><i>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. <del>An Option</del> means an agreed option for the Authority to procure the identified Goods and/or Services under the agreed terms of the Contract.</i></p>	Amended for clarity in relation to defined terms.
Appendix 3 to Annex B – Tender Cost Matrix	<p>Information Relating to Pricing Table 4 amended as follows:</p> <p><i>The Subsistence rates are to be inclusive of all <del>Overheads</del> overheads and <del>Profit</del>profit.</i></p>	Amended for clarity in relation to defined terms.
Appendix 3 to Annex B – Tender Cost Matrix	<p>Information Relating to Pricing Table 4 amended as follows amended as follows:</p>	Amended for clarity in relation to defined terms.

	<i>The Tenderer will provide <del>Contractor Rates and Profit</del>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.</i>	
Appendix 3 to Annex B – Tender Cost Matrix	<p>Information Relating to Pricing Table 4 amended as follows:</p> <p><i>A single Contractor Rate is requested which will be utilised for any <del>Emergent Tasks Placed</del>emergent tasks placed.</i></p>	Amended for clarity in relation to defined terms.
Appendix 3 to Annex B – Tender Cost Matrix	<p>Information Relating to Pricing Table 4 amended as follows:</p> <p><i>Other <del>Costs</del> costs relating to emergent tasks will be on an ascertained cost basis</i></p>	Amended for clarity in relation to defined terms.
Appendix 3 to Annex B – Tender Cost Matrix	<p>Information Relating to Pricing Table 5 amended as follows:</p> <p><i>Table 5 is not priced by the Tenderer it is a description of how the Authority will <del>manipulate</del> calculate your total price to determine a total cost for the Weighted Value for Money Index Evaluation.</i></p>	Amended for clarity.
Appendix 3 to Annex B – Tender Cost Matrix	<p>Information Relating to Pricing Table 5 amended as follows:</p> <p><i>This <del>variation</del> calculation is to recognise the importance to the Authority to accelerate the</i></p>	Amended for clarity.

	<i>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.</i>	
Annex E (The Statement Relating to Good Standing)	Amended to include latest Authority version and to change reference to Public Contracts Regulation 2015	Amended for clarity.
Appendix 1 1 to Annex J – TRANSITION AND DELIVERY PLAN DID	Amended as follows:  <i>Identification of the Contractor's key assumptions; <del>dependencies and constraint</del>exclusions and limitations in Annex H.</i>	Amendment made for clarity to correct reference in DEFFORM.

Document Reference	Amendment	Rationale
<b>Part 2: Contract</b>		
Throughout	<del>a</del> Aircraft	Amendment to use definitions of "Aircraft".
Throughout	<del>e</del> Contract	Amendment to use definitions of "Contract".
Throughout	<del>s</del> Services	Amendment to use definitions of "Services".
Throughout	<del>t</del> Taskings	Amendment to use definitions of "Taskings".
Throughout	<del>Working Day Business Day</del>	Amendment to ensure consistency throughout.
Throughout	Cross referencing amended.	Amendments to correct cross reference.
Front Page	Contract No: C <del>S</del> 17CSAE/701712461	Amendment to correct reference.
Schedule 1, Condition 1.1	1.1 In addition to DEFCON 501, the following words and phrases shall have the meanings set out below unless otherwise specified in the Contract:	Amendment to clarify that the definitions in DEFCON 501 are incorporated.

Schedule 1, Definition of "2GP VIP Tasking Cell"	<b>2GP VIP Tasking Cell</b>	means the RAF team for co-ordinating the Tasking against the requirements of individuals;	Definition added to clarify meaning.
Schedule 1, Definition of "Aircraft Prepared"	<b>Aircraft Prepared</b>	<del>means aircraft that are declared by the Contractor, at 0800, as Available to meet the scheduled Task(s) for the ATL. The Aircraft is subsequently presented for the assigned Task as serviceable to fly and available to fly by virtue of presenting the Aircraft Technical Log for the Aircraft Captain's acceptance</del>	Deleted as definition not used.
Schedule 1, Definition of "Annual Flying Target (AFT)"	forecast target of tasked <del>flying hours</del> <b>Flying Hours</b> within a calendar year;		Amendment to use definition of "Flying Hours".
Schedule 1, Definition of "Articles"	means the Contractor Deliverables (goods and/or the <del>s</del> <b>Services</b> ), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. <del>(This definition only applies when DEFCONs are added to these Conditions);</del>		Amendment to use definition of "Services".  Amendment to clarify meaning of "Articles".
Schedule 1, Definition of "Availability"	<del>A feature of the service that defines the Aircraft's ability to be presented and ready for use; it is the characteristic(s) that permits the Aircraft being allocated to a Task, by the Contractor.</del> means the probability that an item will be able to function (i.e., it will not be failed or undergoing repair) when called upon to do so. This measure takes into account the item's reliability (how quickly it fails) and its		Amendment to clarify meaning of "Availability".



	maintainability (how quickly it can be repaired);		
Schedule 1, Definition of "Availability Target"	<b>Availability Target</b>	the number of Aircraft Task Lines required to be Available in order for the Contractor to meet their obligations under the Contract. Detailed at Condition 10 (Aircraft Availability);	Definition added to clarify meaning.
Schedule 1, Definition of "Central Government Body"	<b>Central Government Body</b>	<del>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency</del>	Deleted as defined in DEFCON 501.
Schedule 1, Definition of "CED"	<b>CED</b>	the date on which this Contract is signed and agreed;	Definition added to clarify meaning.
Schedule 1, Definition of "Conflict of Interest (COI)"	<b>Conflict of Interest (COI)</b>	a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity;	Definition added to clarify meaning.

Schedule 1, Definition of "Consignee"	means that part of the Authority identified in Annex 15 to Schedule 2 ( <del>Contract Data Sheet</del> Addresses and Other Information) <del>to whom the Contractor Deliverables are to be</del> Delivered or on whose behalf they are to be <del>Collected</del> collected at the address specified in Annex 15 to Schedule 2 ( <del>Contract Data Sheet</del> Addresses and Other Information) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;		Amendment to correct cross reference.  Amendment to clarify meaning.
Schedule 1, Definition of "Contract"	means the Contract including its Schedules, Annexes and Appendices and any amendments agreed by the Parties in accordance with <del>Condition 6</del> DEFCON 503 (Formal Amendments to the Contract);		Amendment to clarify meaning.
Schedule 1, Definition of "Contract Duration"	<b>Contract Duration</b>	has the meaning given at Condition 4.3 of Schedule 3;	Definition added to clarify meaning.
	References to "Contract Term" updated throughout to "Contract Duration".		
Schedule 1, Definition of "Contract Effective Date"	<del>Contract Effective Date</del>	<del>means the date the Contractor signs the Acceptance of Offer of Contract (DEFFORM 10) or Receipt of the Acceptance of Tender (DEFFORM 159) issued by the Authority in respect of this Contract;</del>	Deleted as definition not used.
Schedule 1, Definition of "Contract Award"	<b>Contract Award</b>	means the point in time at which the Contract offer is made by the Authority to the successful tenderer;	Definition added to clarify meaning.
Schedule 1, Definition of "Contract Expiry"	<b>Contract Expiry</b>	means the point in time at which the Contract ends as defined in Condition 4.3. of Schedule 3;	Definition added to clarify meaning.

Schedule 1, Definition of "Contract Year"	<b>Contract Year</b>	means each 12-month period from the date at which the contract is in effect;	Definition added to clarify meaning.
Schedule 1, Definition of "Contractor Commercially Sensitive Information"	<b>Contractor Commercially Sensitive Information</b>	<del>means the Information identified in the Contractor's Commercially Sensitive Information Form enclosed at Annex 18 to Schedule 3, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;</del>	Deleted as definition not used.
Schedule 1, Definition of "Contractor Deliverables"	<b>Contractor Deliverables</b>	<del>means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;</del>	Deleted as defined in DEFCON 501.
Schedule 1, Definition of "Control"	<b>Control</b>	<del>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the</del>	Deleted as definition not used.

		<del>Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor</del>	
Schedule 1, Definition of "Cardinal Point Specification (CPS)"	<del><b>Cardinal Point Specifications (CPS)</b></del>	<del>means a high-level set of specifications in which the customer states the key features of an item or service to be designed, produced or supplied.</del>	Deleted as definition not used.
Schedule 1, Definition of "Crown Use"	<del><b>Crown Use</b></del>	<del>in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;</del>	Deleted as definition not used.
Schedule 1, Definition of "Dangerous Goods"	<del><b>Dangerous Goods</b></del>	<del>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);</del>	Deleted as definition not used.

		<del>b.—European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);</del> <del>c.—Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);</del> <del>d.—International Maritime Dangerous Goods (IMDG) Code;</del> <del>e.—International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;</del> <del>f.—International Air Transport Association (IATA) Dangerous Goods Regulations</del>	
Schedule 1, Definition of "Delivery Date"	<b>Delivery Date</b>	<del>means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;</del>	Deleted as definition not used.
Schedule 1, Definition of "Denomination of Quantity"	<b>Denomination of Quantity</b>	<del>means the quantity or measure by which an item of material is managed;</del>	Deleted as definition not used.
Schedule 1, Definition of "Duty Holder (DH)"	<b>Duty Holder (DH)</b>	<del>means a person who is appointed to be responsible for a specific task;</del>	Definition added to clarify meaning.

Schedule 1, Definition of "Evidence"	<b>Evidence</b>	<del>means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</del>	Deleted as definition not used.
Schedule 1, Definition of "Emergent Work"	<b>Emergent Work</b>	means work agreed to be undertaken and defined via the tasking process detailed at Condition 20 of Schedule 3 (Emergent Work Tasking Process). This would normally include work that is not fully scoped; defined; and/or priced within the Contract;	Definition added to clarify meaning.
Schedule 1, Definition of "Firm Price"	<b>Firm Price</b>	<del>means a price (excluding VAT) which is not subject to variation;</del>	Deleted as defined in DEFCON 501.
Schedule 1, Definition of "FLEGT"	<b>FLEGT</b>	<del>means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;</del>	Deleted as definition not used.
Schedule 1, Definition of "Flying Hours"	<b>Flying Hours</b>	means the period of time commencing immediately after the CSAT Aircraft wheels lose contact with the ground for the first time in a given period of	Definition added to clarify meaning.

		Usage and ending when the CSAT Aircraft wheels make contact with the ground for the last time in that same period of Usage as measured by the CSAT Aircraft's on-board recording system;	
Schedule 1, Definition of "FOC"	<b>FOC</b>	means as set out at Annex 2 to Schedule 2;	Definition added to clarify meaning.
Schedule 1, Definition of "Government Furnished Assets"	<b>Government Furnished Assets</b>	<del>is a generic term for any MOD asset such as equipment,</del>	Deleted as defined in DEFCON 501.
Schedule 1, Definition of "Ground Handling Services"	<b>Ground Handling Services</b>	means the ground services available at RAF Northolt to facilitate an Aircraft Task;	Definition added to clarify meaning.
Schedule 1, Definition of "Ground Support Equipment"	<b>Ground Support Equipment</b>	means the ground equipment required to facilitate an Aircraft Task;	Definition added to clarify meaning.
Schedule 1, Definition of "Hazardous Contractor Deliverable"	<b>Hazardous Contractor Deliverable</b>	<del>means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;</del>	Deleted as definition not used.

Schedule 1, Definition of "Independent Third Party Agent (IPTA)"	<b>Independent Third-Party Agent (IPTA)</b>	<del>means an individual or entity independent of the Authority and of the Contractor, who would manage the acceptance process for SoR Item 1, additionally held responsible for acceptance.</del>	Deleted as definition not used.
Schedule 1, Definition of "Issued Property"	<b>Issued Property</b>	<del>means any Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority</del>	Deleted as defined in DEFCON 501.
Schedule 1, Definition of "IOC"	<b>IOC</b>	means as set out at Annex 2 to Schedule 2;	Definition added to clarify meaning.
Schedule 1, Definition of "Key Performance Indicators"	<b>Key Performance Indicators / KPI</b>	means the quantifiable measure used to evaluate the performance of the Contractor;	Definition added to clarify meaning.
Schedule 1, Definition of "Legal and Sustainable"	<b>Legal and Sustainable</b>	<del>means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;</del>	Deleted as definition not used.
Schedule 1, Definition of "Legislation"	<b>Legislation</b>	<del>means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the</del>	Deleted as definition not used.



		<del>meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;</del>	
Schedule 1, Definition of "Lease Agreement"	<b>Lease Agreement</b>	means the agreement under which the Authority leases the Aircraft to the Contractor;	Definition added to clarify meaning.
Schedule 1, Definition of "Liquidated Damages"	<b>Liquidated Damages</b>	means the predetermined sum agreed by the parties to the contract to be payable in accordance with Condition 14;	Definition added to clarify meaning.
Schedule 1, Definition of "Local Operating Base"	<b>Local Operating Base</b>	means RAF Northolt;	Definition added to clarify meaning.
Schedule 1, Definition of "Local Runway Safety Team"	<b>Local Runway Safety Team</b>	means the Runway Safety Team at RAF Northolt;	Definition added to clarify meaning.
Schedule 1, Definition of "Military Level Packaging (MLP)"	<b>Military Level Packaging (MLP)</b>	<del>means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain</del>	Deleted as definition not used.
Schedule 1, Definition of "Monthly Variable Price"	<b>Monthly Variable Price</b>	means a multiplication of the variable Aircraft Task Line price by the actual number of Task lines provided by the	Definition added to clarify meaning.

		Contractor to the Authority in the month;	
Schedule 1, Definition of "Military Packager Approval Scheme (MPAS)"	<b>Military Packager Approval Scheme (MPAS)</b>	<del>means the MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4)</del>	Deleted as definition not used.
Schedule 1, Definition of "Military Packaging Level (MPL)"	<b>Military Packaging Level (MPL)</b>	<del>shall have the meaning described in Def Stan 81-041 (Part 1)</del>	Deleted as definition not used.
Schedule 1, Definition of "MPAS Registered Organisation"	<b>MPAS Registered Organisation</b>	<del>is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements</del>	Deleted as definition not used.
Schedule 1, Definition of "MPAS Certificated Designer"	<b>MPAS Certificated Designer</b>	<del>shall mean an experienced Packaging designer trained and certified to MPAS requirements;</del>	Deleted as definition not used.
Schedule 1, Definition of "New Provider"	<b>New Provider</b>	means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the	Definition added to clarify meaning.

		Authority after partial termination, termination or expiry of this Contract;	
Schedule 1, Definition of "Non-Variable"	<b>Non-Variable</b>	means a multiplication of the Aircraft Task Line Price by the Total Actual Task Lines required to be available within the month;	Definition added to clarify meaning.
Schedule 1, Definition of "Option"	<b>Option</b>	means an agreed option for the Authority to procure the identified Goods and/or Services under the agreed Terms of this Contract;	Definition added to clarify meaning.
Schedule 1, Definition of "Overseas"	<b>Overseas</b>	<del>shall mean non-UK or foreign</del>	Deleted as definition not used.
Schedule 1, Definition of "Primary Packaging Quantity"	<del><b>Primary Packaging Quantity</b></del>	<del>means the quantity of an item of material to be contained in an</del>	Deleted as definition not used.
Schedule 1, Definition of "(PPQ)"	<del><b>(PPQ)</b></del>	<del>individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);</del>	Deleted as definition not used.
Schedule 1, Definition of "Rates"	<b>Rates</b>	the rates detailed at Pricing Table 3 of Annex 14 to Schedule 2;	Definition added to clarify meaning.
Schedule 1, Definition of "Recycled Timber"	<b>Recycled Timber</b>	<del>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</del>	Deleted as definition not used.

		<del>a. — pre-consumer reclaimed wood and wood fibre and industrial by-products;</del> <del>b. — post-consumer reclaimed wood and wood fibre, and driftwood;</del> <del>c. — reclaimed timber abandoned or confiscated at least ten years previously;</del> <del>it excludes sawmill co-products</del>	
Schedule 1, Definition of "Replenishment Services"	<b>Replenishment Services</b>	means the removal of sewage and fuel from the Aircraft and the provision of water and fuel to the Aircraft;	Definition added to clarify meaning.
Schedule 1, Definition of "Services"	<b>Services</b>	means the services which the Contractor is required to provide under the Contract including as set out at Schedule 2 (Schedule of Requirements);	Definition added to clarify meaning.
Schedule 1, Definition of "Standing Order"	<b>Standing Orders</b>	means an instruction or prescribed procedure in force permanently or until changed or cancelled;	Definition added to clarify meaning.
Schedule 1, Definition of "Station Operators"	<b>Station Operations</b>	means a standing order, issued by applicable establishment;	Definition added to clarify meaning.
Schedule 1, Definition of "Tasking"	<b>Tasking</b>	refers to a single flight, also known as a defined mission activity, allocated to a single Aircraft, able to be performed within the specified technical constraints of the Aircraft, from a	Definition added to clarify meaning.

		specific departure point to a specific arrival point at a specified time;	
Schedule 1, Definition of "Temporary Payment Withhold (TPW)"	<b>Temporary Payment Withhold (TPW)</b>	means a temporary withhold of payment to the Contractor based on their Performance in accordance with Conditions 15.5 to 15.9;	Definition added to clarify meaning.
Schedule 1, Definition of "Timber and Wood Derived Products"	<b>Timber and Wood-Derived Products</b>	<del>means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element</del>	Deleted as definition not used.
Schedule 1, Definition of "Transparency Information"	<b>Transparency Information</b>	<del>means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;</del>	Deleted as definition not used.
Schedule 1, Definition of "Unavailable"	<b>Unavailable</b>	<del>An Aircraft that is not Airworthy and/or not able to complete the Task allocated to it.</del>	Deleted as definition not used.
Schedule 1, Definition of "Training Sorties"	<b>Training Sorties</b>	means a Task or Tasks undertaken by the Aircraft for the express purpose of training Authority personnel. Training Sorties are not subject to Condition 14 (Performance);	Definition added to clarify meaning.

Schedule 1, Definition of "Transition Period"	<b>Transition Period</b>	means the period from the Contract Effective Date to IOC;	Definition added to clarify meaning.
Schedule 1, Definition of "VAT"	<b>VAT</b>	means UK value added tax as provided for in the Value Added Tax Act 1994 and Legislation replacing, modifying or consolidating such Legislation.	Definition added to clarify meaning.
Schedule 1, Definition of "Virgin Timber"	<b>Virgin Timber</b>	<del>means Timber and Wood-Derived Products that do not include Recycled Timber.</del>	Deleted as definition not used.
Schedule 1, Glossary of Acronyms	Please refer to the list at Schedule 1.		Glossary of Acronyms added to clarify meaning.
Schedule 2: <ul style="list-style-type: none"> <li>Annex 5, CPS SR Matrix, Cell B39</li> <li>Annex 6, CPS VVRM, Cell E42</li> <li>Annex 7, 3<sup>rd</sup> Party SR Accept, Cell E26</li> </ul>	The Contractor shall ensure the aircraft is UK CAA registered at <del>point of delivery</del> IOC 1		Updated following Clarification Response 010
Schedule 2: <ul style="list-style-type: none"> <li>Annex 5, CPS SR Matrix, Cell C39</li> <li>Annex 6, CPS VVRM, Cell F42</li> </ul>	Listed on the UK CAA Register at IOC 1		Updated following Clarification Response 010

Annex 7, 3 <sup>rd</sup> Party SR Accept, Cell F26		
Schedule 2, Annex 8, Paragraph 5.2	In the event that the Aircraft is Unavailable at or away from the MOB, the Contractor shall contact <del>TBC</del> <b>2GP VIP Tasking Cell</b> to arrange an alternative means of travel for the passengers to satisfy the requirements of the non-completed Task.	Amendment to clarify Authority contact.
Schedule 2, Annex 8, Paragraph 13.1	In the event of a Tasked Aircraft becoming Unavailable whilst Tasked the Contractor will consult with <del>VIP tasking cell (or ASCOT</del> <b>2GP VIP Tasking Cell (or the Air Support Command On Transit team</b> if outside core hours) and agree the quickest method of ensuring that the task is completed. The Contractor shall be liable for all costs for completing the Task, except where the unavailability has been caused by a Force Majeure Event.	Amendment to clarify Authority contact.
Schedule 3, Condition 1, DEFCON 526	<p>Notices</p> <p><b>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).</b></p>	Amendment to clarify location of addresses for notices.
Schedule 3, Condition 1, DEFCON 611	<p>Issued Property</p> <p><b>Note: The Aircraft shall be included in the definition of Issued Property.</b></p> <p><b>Note: DEFCON 611 applies to the extent that the terms of the lease at Annex 8 to Schedule 3 do not apply.</b></p> <p>Note: The Contractor's liability with respect to this DEFCON shall not exceed <del>£26,000,000</del> <b>25,000,000</b> per occurrence or £51,000,000 in aggregate.</p>	<p>Amendment to align with Industry Day Clarification, to clarify how Aircrafts are defined and therefore treated by the Contract.</p> <p>Amendment to clarify that the aircraft lease takes precedence over DEFCON</p>

		611 where there is a conflict.  Amendment to align liability limits with DEFFORM 47.
Schedule 3, Condition 2.2	<p>If there is any inconsistency between the provisions of the main body of this Contract and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following order of priority:</p> <p>2.2.1. the main body of this Contract <del>at Schedule 3 (excluding the Annexes)</del>, and Schedule 1 (Definitions and Interpretation), and Annex <del>17 18</del> to Schedule 3 (Contractor's Commercially Sensitive Information);</p> <p>2.2.2. Schedule 2 (Schedule of Requirements), the Annexes to Schedule 2 <del>(Schedule of Requirements)</del> and Annex 20 to Schedule 3 (MDAL);</p> <p>2.2.3. <del>†</del>The Contractors Transition and Delivery Plan at Annex 9 to Schedule 3</p> <p>2.2.4. Annex 12 To to Schedule 2 – Reports &amp; Plans; <del>and</del></p> <p>2.2.5. the remaining <del>Schedules; and Annexes to the Schedules</del></p> <p><del>2.2.6. the Annexes to the Schedules (Excluding Annex 9 to Schedule 3)</del></p>	Amendments to clarify order of precedence.
Schedule 3, Conditions 2.3 and 2.4	<p><del>2.3. Should the Contractor or the Authority become aware of any conflicts or inconsistencies between any contractual documentation the party shall immediately notify the other party accordingly.</del></p> <p><del>2.4. Conflict, or apparent conflict, between any documents shall be notified to the Authority for determination of how such conflict or apparent conflict shall be resolved. Resolution of such conflict is to be</del></p>	Deleted to avoid conflict with Condition 3.



	<del>resolved jointly between the Authority and the Contractor and, upon resolution, the Parties shall confirm in writing, and make an amendment to the Contract if appropriate.</del>	
Schedule 3, Condition 5.1.7	The Authority shall have the right to exercise <b>any number of</b> these options <del>either singularly or in multiples.</del>	Amendment to clarify exercise of options.
Schedule 3, Condition 7.1.6	The Authority shall deem the Aircraft as Accepted upon receipt of a certified copy of the <b>completed</b> acceptance report identified in <b>Condition 7.1.4 of Schedule 3</b> and in consideration of Condition 6.7 <b>of Schedule 3.</b>	Amendment to clarify that the acceptance report must be completed.
Schedule 3, Condition 10.5	In the event that Aircraft are not Available wholly due to:  10.5.1. A Relief Event as detailed at Condition <del>15.10.1.</del> <b>15.9.1 of Schedule 3</b>  they shall be accounted for under this Condition 10 as Available <b>unless notified otherwise</b> , provided the Contractor has demonstrably made all reasonable endeavors to mitigate the impact.	Amendment to clarify meaning.
Schedule 3, Condition 19	The Contractor shall be notified of all required Tasks by the Authority's 2GP VIP Tasking Cell with a minimum of 24-hours' <del>notice written</del> <b>Notice.</b>	Amendment to clarify notice should be in writing.
Schedule 3, Condition 28.3.1	Subject to Conditions 28.2.1 and 28.2.2 <b>of Schedule 3</b> and to the maximum extent permitted by Law:  28.3.1.1 throughout the Contract <del>Term Duration</del> the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:	Amendment to align liability limits with DEFFORM 47.

	<p>28.3.1.2 in respect of DEFCON 76 (ISC) [<del>£ twenty million pounds</del> (<del>£5,000,000</del> (£20,000,000) per event and twenty million pounds (£20,000,000) in aggregate;</p> <p>28.3.1.3 in respect of DEFCON 514 [<del>£ pounds</del>] six million and eight hundred thousand pounds (£6,800,000) per event and six million and eight hundred thousand pounds (£6,800,000) in aggregate;</p> <p>28.3.1.4 in respect of DEFCON 611 (ISC) [<del>£ twenty five million pounds</del>] (<del>£26,000,000</del> £25,000,000) per event and fifty one million pounds (£51,000,000) in aggregate; and</p> <p>28.3.1.5 in respect of DEFCON 612 (ISC) [<del>£ one million pounds</del>] (£1,000,000) per event and one million pounds (£1,000,000) in aggregate; and</p> <p>28.3.1.6 without limiting Condition 28.3.1 of Schedule 3 and subject always to Conditions 28.2., 28.2.2, and 28.3.3 of Schedule 3, the Contractor's total liability throughout the Term in respect of all other liabilities whether in eContract, 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 Condition 14 of Schedule 3, maximum liability and/or Condition 15 Performance Management of Schedule 3 to the Draft Contract] in aggregate.</p>	
Schedule 3, Annex 8	References to "Dry" removed.	Amendment to clarify meaning.
Schedule 3, Annex 8, Paragraph 1, Definition of "Start Date"	<p>Start Date</p> <p>the date of this Agreement <del>and further to Acceptance of the Aircraft by the Authority under the Contract.</del></p>	Amendment to clarify commencement of the Aircraft Lease.

<p>Schedule 3, Annex 8, Paragraph 8</p>	<p><del>8.1 Either party shall be entitled by giving notice to the other party (the "defaulting party") to terminate this Agreement if the defaulting party fails to comply with any of its obligations under this Agreement which, if capable of remedy, has not been remedied within ten (10) days of receipt by the defaulting party of notice from the other party specifying the breach and requiring its remedy.</del></p> <p>8.1 The leasing of the Aircraft under this Agreement shall terminate automatically on the earlier of the termination of the Contract or the total loss of the Aircraft.</p> <p><del>8.2 Either party shall be entitled by giving notice to the other party (the "insolvent party") to terminate this Agreement if the insolvent party becomes or is deemed in any jurisdiction to be unable to pay its debts as they fall due and commences negotiations with one or more of its creditors with a view to the readjustment or rescheduling of all or part of its indebtedness or enters into any compromise, composition, assignment or other arrangement with or for the benefit of its creditors generally or any class of creditors or if the insolvent party becomes insolvent and/or passes a resolution for its winding-up or dissolution.</del></p>	<p>Amendment to clarify termination of the Aircraft Lease.</p>
<p>Schedule 3, Annex 12, Part 1</p>	<p>Drafting added at Part 1 on employee transfer arrangements on entry.</p>	<p>Amendment to deal with employee transfer arrangements on entry.</p>