



Ministry
of Defence



Our Reference: HELSS/0090

To:

Dear Sir/Madam,

INVITATION TO TENDER (ITT) REFERENCE NO. HELSS/0090

1. You are invited to tender for a Contract to provide Pan-Platform Rotary Wing Cockpit Situational Awareness Tool (CSAT) in accordance with the attached documentation.
2. The requirement is for the provision of CSAT unit and support as listed at Schedule 2 of the Standard Contract Conditions.
3. The anticipated date for the contract award decision is [REDACTED], please note this date is indicative and may change.
4. You must submit your Tender to arrive no later than [REDACTED]. You must return your Tender to the address detailed at DEFFORM 28.
5. [REDACTED].
6. [REDACTED].

Yours faithfully

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**Invitation to Tender for the
Pan-Platform Rotary Wing Cockpit Situational Awareness
Tool (CSAT)**

Reference No. HELSS/0090

Contents

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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 - Contract Conditions
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 - Firm Prices for Ad-Hoc Tasks – Schedule 10 of SC2
 - DEFFORM 129J – Schedule 11 of SC2 Contract
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 - Security Aspects Letter – Schedule 14 of SC2 Contract (Letter Reference DES/580/T03/A12/
Grading dated 15th January 2018)
-
- DEFFORM 28ST – Tender Return Label
 - Systems Requirement Document
 - Master Data Assumptions List

Section A – Introduction

DEFFORM 47 Definitions

- A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter referred to as "the Authority"), acting as part of the Crown.
- A2. “Tenderer” means the economic operator or group of operators in the form of a consortium that has been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
- A3. “Invitation to Tender” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response or negotiation.
- A4. A “Tender” is the offer that you are making to the Authority.
- A5. “Contractor Deliverables” means the goods and / or the services, including packaging (and Certificates(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the contractor is required to provide under any resultant contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. “Schedule of Requirements” located at Schedule 2 in SC2 means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A7. The “Statement of Requirement” details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached at Schedule 10 to the Contract. This may include the System Requirements Document (SRD).
- A8. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the procurement.
- A9. “Contract Conditions” means the attached conditions that will govern any resultant contract.
- A10. A “Third Party” is anyone who is not an employee of the Authority or Tenderer as defined at paragraph A2.

Purpose

- A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:
- a. tender process and timetable for the next stages of the procurement;
 - b. instructions and conditions that govern this invitation;
 - c. information you must include in your Tender and the required format;
 - d. administrative arrangements for the receipt and review of Tenders; and
 - e. Contract Conditions that shall apply in the event that the Authority awards a contract following this invitation.
- A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A13. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.
- A14. The requirement was advertised by the Authority in the OJEU Publication dated **10th November 2017** with reference to the requirement for the Pan Platform Rotary Wing Cockpit Situational Awareness Tool (CSAT) under the Public Contracts Regulations 2015.

ITT Documentation and ITT Material

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

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A16.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 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 Authority immediately if you decide not to submit a Tender;
- g. immediately destroy all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding 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'.

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

Tender Expenses

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

Material Change of Control from Supplier Selection

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

Contract Conditions

A19. Standardised Contract 2 (SC2) conditions are attached.

Section B – Key Activities

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

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information		Tenderer	Refer to DEFFORM 111 for Commercial Contract details
The Authority issues Final Answers and Clarifications		The Authority	Tenderer
Tender Return		Tenderer	The Tender Board using DEFFORM 28
Tender Evaluation			
The following are indicative timescales for planning purposes only			
Revise Or Confirm Offer	N/A	N/A	N/A
Start of Negotiation	N/A	N/A	N/A
Best And Final Offer	N/A	N/A	N/A
Trials / Testing		The Authority	N/A

Notes

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

2. The Tender Evaluation period includes a period of time for

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

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

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices must be Firm i.e. non-variable for the duration of the Contract.

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

Validity

C4. Your Tender must be valid / open for acceptance for One Hundred and Twenty (120) calendar days from the Tender return date.

C5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority cannot evaluate any Variant Bids during this competition.

Section D – Tender Evaluation

Section 1: Introduction

The purpose of Section D is to provide details of the ITT evaluation methodology. The Authority will evaluate the Tenderer's proposals in the following stages:

Stage 1		
Stage 2a		
Stage 2b		

Section 2 (Stage 1) – (Pass / Fail)

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]				
[REDACTED]				

[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Mark Pass / Fail	Rationale
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Section 3 – Technical (including aircraft trial) (Stage 2)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCORE	ASSESSMENT	DESCRIPTOR
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Scoring Guideline									
[REDACTED]									
[REDACTED]									
		[REDACTED]							
[REDACTED]									
[REDACTED]									
[REDACTED]									
[REDACTED]									
[REDACTED]									
[REDACTED]									
[REDACTED]									

The projected quantities detailed are indicative only and are being used solely for the purpose of calculating your competitive price. During the Contract the Authority may require more or less quantities than those stated.



Section 6 – Overall Scoring Guidance (Stage 3)

The winning tenderer will be determined as follows:

[REDACTED]
[REDACTED]
[REDACTED]

Section E – Instructions on Submitting your Tender

Submission of your Tender

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserves the right to reject any Tender received after the stated date and time. You must provide **TWO (2)** priced and **TWO (2)** unpriced copies of your Tender. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

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

E3. You must complete and include DEFFORM 47 Annex A (Offer) (excluding Appendix 1) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.

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

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

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

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

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

Samples

E9. Where samples are required for testing purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:

- a. your name and address;
- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.

E10. You should send your samples to the named Commercial Officer at the front of this DEFFORM 47 one (1) day after the Tender return date.

E11. The samples provided for downselect will be retained and shall be utilised during an aircraft qualifying flight trial post Contract Award.

E12. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require them to be returned. The samples associated with a successful Tender may be kept by the Authority indefinitely.

E13. Samples that are consumed will not be returned.

Section F – Conditions of Tendering

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

- a) seek clarification or additional documents in respect of a Tenderer's submission;
- b) visit your site;
- c) disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d) disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e) re-assess your suitability to remain in the competition, for example, where there is a material change of control from supplier selection;
- f) withdraw this ITT at any time, or to invite other Tenders on the same or any alternative basis;
- g) re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;
- h) choose not to award any contract as a result of the current procurement process;
- i) award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or
- j) ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low

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

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

Conforming to the Law

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

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

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

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

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

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

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

Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer.

Standstill Period

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

Publicity Announcement

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

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

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

Sensitive Information

F14. All central government departments and their executive agencies and non departmental public bodies are subject to control and reporting within Government, in particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

F15. For these purposes, the Authority may share within Government any of your documentation / information (including any that you consider to be confidential and / or commercially sensitive such as specific bid information) submitted by you to the Authority during this procurement. The information will not be disclosed outside Government. You must identify any sensitive material in the DEFFORM 539A (or SC2 Schedule 9, or SC3 Schedule 6) and consent to these terms as part of the tendering process.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant account number on contract award.

Specific Conditions of Tendering

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

- a. The Acceptance Procedure stated at Schedule 8 of the Contract shall be used by the Authority to evaluate the trial Cockpit Situational Awareness Tool (CSAT) System. See Condition K14 of the Contract.

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Ministry of Defence

Tender Ref No. HELSS/0090

Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resulting from this procurement shall be subject to English Law				Yes / No*
*Where 'no' is selected, Scots Law will apply.				
Value of Tender (excluding VAT)				
£				
WORDS.....				
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 the 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
Is the offer subject to the Authority contracting for all the Contractor Deliverables?				Yes* / No
Is the offer made subject to a Minimum Order Quantity?				Yes* / No
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?				Yes* / No
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?				Yes* / No
Have you complied with all regulations relating to the operation of the collection of custom import duties?				Yes / No
Have you completed Form 1686 for sub-contracts?				Yes / No
Have you completed the compliance matrix/ matrices?				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 (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes / No
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000? http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration	
<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 DEFFORM 539A.</p>	
Dated this.....day of.....Year.....	
Signature:	In the capacity of
(Must be original) (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn and Bradstreet Number:

Information on Mandatory Declaration Returns

Part Tender

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

Minimum Order Quantities

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

IPR - Restrictions

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

4. Furthermore if you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is or is likely to be the subject to any IPR restrictions, (or anything of this nature including export restrictions in provision to the Authority or resulting in the Authority receiving limited use or disclosure rights) either by yourself or a Third Party. You must particularly draw attention to:

- a. Any restriction of, provision to the Authority, disclosure or use by the Authority, or obligation to make payments, in respect of any intellectual property (including technical information) required for the purpose of any resultant contract or any subsequent use of any Contractor Deliverable by the Authority. Any Patent or Registered Design (or application for either) or unregistered design right owned or controlled by you or a Third Party which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (whether a Patent, Registered Design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any subsequent Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

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

Notification of Foreign Export Control Restrictions

7. 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.

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

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

- 1) a non-UK export licence, authorisation or exemption; or
- 2) 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 8 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.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the procurement 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.

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

11. 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 8.

12. 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 Regulation (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-Operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

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

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

15. 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 Majesties Revenue and Customs (HMRC) authorisations.

Sub-contracts Form 1686

16. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of either Reportable OFFICIAL or OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#) chapter. You can access a word version of Form 1686 on GOV.UK at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/28522/1686UKSubcontractor.pdf

Small and Medium Enterprises

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

18. 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 at: [Prompt Payment Code](#).

19. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. [Gov.uk](#).

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

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

Transparency, Freedom of Information and Environmental Information Regulations

21. You should be aware that the contents of any resultant Contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within SC2 Conditions of Contract Clause A14.

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 2002 ("the EIR").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may 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. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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' and provide further details in your Tender.

Military Aviation Authority (MAA)

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

Bank or Parent Company Guarantee

29. A Bank or Parent Company Guarantee is not required.

The Armed Forces Covenant

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

31. The Covenant's two principles are that:

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

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

32. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.

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

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team
Zone D, 6th Floor, Ministry Of Defence
Main Building, Whitehall, London, SW1A 2HB

40. Paragraphs 30-33 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 review, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.



COMPLIANCE MATRIX

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

Item Number	Document	Deliverable	Tender Reference	Notes to Supplier	Mandatory Criteria Y/N	Compliant Y/N	Comments
1	DEFFORM 47	Submit a completed and signed DEFFORM 47 Annex A – Tender Submission Document (Offer) including all of the Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer))	DEFFORM 47	Ensure <u>all</u> declarations have been made	Y		
2	SC2 Conditions	General	1		Y		
3	SC2 Conditions	Duration of Contract	2		Y		
4	SC2 Conditions	Entire Agreement	3		Y		
5	SC2 Conditions	Governing Law	4		Y		
6	SC2 Conditions	Precedence	5		Y		
7	SC2 Conditions	Amendments to Contract	6		Y		
8	SC2 Conditions	Variations to Specification	7		Y		
9	SC2 Conditions	Authority Representatives	8		Y		
10	SC2 Conditions	Severability	9		Y		
11	SC2 Conditions	Waiver	10		Y		
12	SC2 Conditions	Assignment of Contract	11		Y		
13	SC2 Conditions	Third Party Rights	12		Y		
14	SC2 Conditions	Transparency	13		Y		
15	SC2 Conditions	Disclosure of Information	14		Y		
16	SC2 Conditions	Publicity and Communications with the Media	15		Y		
17	SC2 Conditions	Change of Control of Contractor	16		Y		
18	SC2 Conditions	Environmental Requirements	17		Y		
19	SC2 Conditions	Contractor's Records	18		Y		
20	SC2 Conditions	Notices	19		Y		
21	SC2 Conditions	Progress Monitoring, Meetings and Reports	20		Y		
22	SC2 Conditions	Supply of Contractor Deliverables and Quality Assurance	21		Y		
23	SC2 Conditions	Marking of Contractor Deliverables	22		Y		
24	SC2 Conditions	Packaging and Labelling (excluding Contractor Deliverables containing	23		Y		
25	SC2 Conditions	Supply of Hazardous Material or Substance in Contractor Deliverables	24		Y		
26	SC2 Conditions	Timber and Wood-Derived Products	25		Y		
27	SC2 Conditions	Certificate of Conformity	26		Y		
28	SC2 Conditions	Access to Contractor' Premises	27		Y		
29	SC2 Conditions	Delivery / Collection	28		Y		
30	SC2 Conditions	Acceptance	29		Y		
31	SC2 Conditions	Rejection	30		Y		
32	SC2 Conditions	Diversion Orders	31		Y		
33	SC2 Conditions	Self to Self Delivery	32		Y		
34	SC2 Conditions	Import and Export Licences	33		Y		
35	SC2 Conditions	Third Party Intellectual Property – Rights and Restrictions	34		Y		
36	SC2 Conditions	Contract Price	35		Y		
37	SC2 Conditions	Payment and Recovery of Sums Due	36		Y		
38	SC2 Conditions	Value Added Tax	37		Y		
39	SC2 Conditions	Debt Factoring	38		Y		
40	SC2 Conditions	Subcontracting and Prompt Payment	39		Y		
41	SC2 Conditions	Dispute Resolution	40		Y		
42	SC2 Conditions	Termination for Insolvency or Corrupt Gifts	41		Y		
43	SC2 Conditions	Termination for Convenience	42		Y		
44	SC2 Conditions	Material Breach	43		Y		
45	SC2 Conditions	Consequences of Termination	44		Y		
46	SC2 Conditions		45		Y		
47	SC2 Conditions		45		Y		
48	SC2 Conditions		45		Y		
49	SC2 Conditions		45		Y		
50	SC2 Conditions		45		Y		
51	SC2 Conditions		45		Y		
52	SC2 Conditions		46.1		Y		
53	SC2 Conditions		46.2		Y		
54	SC2 Conditions	Authority to Proceed	46.3		Y		
55	SC2 Conditions	Packaging	46.4		Y		
56	SC2 Conditions		46.5		Y		
57	SC2 Conditions	Quality Assurance	46.6		Y		
58	SC2 Conditions	Military Aviation Authority (MAA) Regulatory Publications	46.7		Y		
59	SC2 Conditions		46.8		Y		
60	SC2 Conditions	In-Service Support Arrangement	46.9		Y		
61	SC2 Conditions		46.1		Y		
62	SC2 Conditions		47.1		Y		
63	SC2 Conditions		47.2		Y		
64	SC2 Conditions	Schedule 2 - Schedule of Requirement	Schedule 2	Completiton of Table 2 only within Schedule 2 (Contractors Price)	Y		
65	SC2 Conditions	Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. Condition 13)	Schedule 5	Completion of Schedule 5			
66	SC2 Conditions	Schedule 6 - Hazardous Articles, Materials or Substances Supplied under the Contract: Data Requirements	Schedule 6	Completion of Schedule 6	Y		
67	SC2 Conditions	Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements	Schedule 7	Completion of Schedule 7	Y		
68	SC2 Conditions		Schedule 9	Completion of Schedule 9	Y		
69	SC2 Conditions		Schedule 12	xxxxxxxxxxxxxxxxxxx	Y		
70	SC2 Conditions	Schedule 13 – Applicable Regulatory Articles	Schedule 13	Completion of Schedule 13	Y		
71	SC2 Conditions	Schedule 14 - Security Aspects Letter	Schedule 14	Acceptance of Security Aspects Letter	Y		
72	Systems Requirement Document	Systems Requirement Document	Systems Requirement Document	Response to SRD requirements	Y		

Annex C to DEFFORM 47

Area	Overall Weighting
Commercial	Pass / Fail
Finance	30%
Technical	70%
	100%

Scoring - Commercial Criteria	
Rating of Response	Score
The Tenderer has not made any changes and is fully compliant with the Mandatory Compliance Matrix at Annex B to the DEFFORM 47.	Pass
The Tenderer has made a change or changes against the Mandatory Compliance Matrix at Annex B to the DEFFORM 47 and would be deemed as non-compliant; therefore the Tender would be rejected at Stage 1.	Fail

Scoring - Technical / Delivery Criteria	
Rating of Response	Score

Scoring - Total Tender Cost	
Tender Cost	Score

Scoring - Total Technical	
Technical	Score

Ser	Item	Weighting
1	<p>The proposal will be scored on how the Contractor will support the clearance of the CSAT System for use on the aircraft via the RTS process. Specifically showing how they will provide specific documentation or provide support to its generation, not limited to but examples include:</p> <p>System Safety Case Report Safety Assessment Report Safety Management Plan Support to Release to Service</p> <p>SRs 1 & 24 refer</p>	5.14
2	<p>The proposal will be scored on how the Contractor demonstrates that the system will utilise a base station through which all system updates (Including DGC/No1 AIDU updates, Contractor and anti virus software) will be managed, providing an indication of software configuration (base station and airborne element). They will show a system to complete a full system restore from Contractor supplied resources.</p> <p>SRs 22, 25, 29, 32 & 39 refer</p>	2.86
3	<p>The proposal will be scored on how the Contractor demonstrates that the system will operate under all expected lighting conditions including use with NVG/NVS.</p> <p>SRs 10 & 11 refer</p>	2.86
4	<p>The proposal will be scored on how the Contractor demonstrates that the system will utilise the DGC/No1 AIDU data to provide a colour 2D and 3D representation to inform situational awareness. They will show that the user can pan, scroll and zoom across the displayed imagery with minimal delay due to image refresh. Showing how various modes can be set, such as but not limited to:</p> <p>1. Reset moving map for north up. 2. Reset moving map for a/c track. 3. Select map type independently of zoom state. 4. Define alert height. 5. Time to impact obstacle</p> <p>SRs 9, 26, 33, 34, 42 & 44</p>	5.14
5	<p>The proposal will be scored on how the Contractor demonstrates that the airborne element of the system will operate as a stand alone unit, independent of the host platform and worn by the user. They will show how it will perform its functions for >4 hours without the need to change batteries, providing an appropriate low power warning to the user. They will show how the airborne element does not exceed the threshold dimensions and is fully operable in UK Military aircrew clothing, particularly gloves. They will show how a battery change (ground use only) can be completed without the need to power down the tablet.</p> <p>SRs 3, 7, 8, 17, 18 & 21 refer</p>	5.14
6	<p>The proposal will be scored on how the Contractor demonstrates that the system specifies appropriate hardware including storage/transportation containers.</p> <p>SRs 2, 23 & 38 and SOR refer</p>	1.71
7	<p>The proposal will be scored on how the Contractor demonstrates that the system will meet the necessary environmental, EMC and EMI standards required.</p> <p>SRs 4, 5, 6, 12, 13, 14, 15, 16 & 37 refer</p>	1.71
8	<p>The proposal will be scored on how the Contractor demonstrates that the system has the capability to import external data files as images and where applicable geographically link them to the mapping data. Images will be in the form of, but not limited to, JPEG, TIFF, BMP and PDF. Specific examples include:</p> <p>Flight Reference Cards Air Tasking Orders/ Airspace Co-ordination Message Exercise maps Aerial images Aeronautical marking NOTAMs</p> <p>SRs 48, 49, 50, 51 & 52 refer</p>	1.71
9	<p>The proposal will be scored on how the Contractor demonstrates that the system allows the user to search data field within the system on both the tablet and base station.</p> <p>SR 47 refers</p>	0.57
10	<p>The proposal will be scored on how the Contractor demonstrates that the system allows the user to mark up maps in standard aeronautical formats, this could be used to produce a local hazards picture to be shared with multiple tablets via the base station.</p> <p>SRs 45 & 46 refer</p>	1.71
11	<p>The proposal will be scored on how the Contractor demonstrates that the system provide the functionality to set alert parameters and subsequently alert the user when those thresholds are meet/broken.</p> <p>SRs 19, 27 & 28 refer</p>	5.14
12	<p>The proposal will be scored on how the Contractor demonstrates that the system will optimise the GPS performance of the Panasonic FZ-M1 tablet. They will show how the system will provide feedback on the accuracy of the data displayed in reference to the 3D GPS solution to ensure the user maintains awareness of the reliability of the displayed data.</p> <p>SRs 20, 30 & 31 refer</p>	2.86
13	<p>The proposal will be scored on how the Contractor demonstrates that the system will be managed and developed to enable a Contractor Risk Management Accreditation Document Set (RMADS) with a target of SECRET for system operation.</p> <p>SRs 36 & 43 refer</p>	1.71
14	<p>The proposal will be scored on how the Contractor demonstrates that the system has the ability to deliver and support an Automatic Identification System (AIS) capable with being integrated into the Merlin Mk2.</p> <p>SR 35 refers</p>	1.71

Ser	Item	Weighting
1	<p><u>Schedule 9 SOR 1a & 1b Hardware Supply</u></p> <p>The proposal for hardware supply will be scored against the Contractor's ability to supply against the delivery schedule (Schedule 12 in the contract) and meet the Authorities requested timeline inclusive of trials. The hardware should meet the requested SOR item and standards as directed in the SRD. The proposal should demonstrate the use of the equipment and the degree of complexity to set up which should include system updates.</p>	5.36
2	<p><u>Schedule 9 SOR 2 Software Supply</u></p> <p>The proposal for software supply will be scored against the Contractor's ability to supply against the delivery schedule (Schedule 12 in the contract) and meet the Authorities requested timeline inclusive of trials. The software should meet the requested SOR item and standards as directed in the SRD. The Authority will look to the whole software package and the ability to use the primary wire avoidance software and the additional Electronic Flight Bag as supplied by No1AIDU.</p>	5.36
3	<p><u>Schedule 9 SOR 3 Support to Project Delivery</u></p> <p>The proposal for Support to Project Delivery will be scored against the Contractor's ability to supply the deliverables against the delivery schedule (Schedule 12 in the contract) and meet the Authorities requested timeline inclusive of support to trials. The documents requested and support to activities is fundamental to platforms gaining approval to utilise the system. The ability of the Contractors to support this technical delivery activity underpins their ability to deliver the system.</p>	9.64
4	<p><u>Schedule 9 SOR 4 Through Life Support - Fixed Cost</u></p> <p>The proposal for Through Life Support - Fixed Cost will be scored against the Contractor's ability to supply the deliverables against the delivery schedule (Schedule 12 in the contract) and meet the Authorities requested timeline inclusive of support to trials. The Authority will look at the technical support package to user, the training proposal aligned to DSAT principles along with supporting material.</p> <p>This will include the ability to achieve SECRET accreditation and the delivery of the Risk Management Accreditation Document sets (RMADS) which must be agreed with Information Services & Systems (ISS) to authorise the system to operate at SECRET.</p>	3.21
5	<p><u>Schedule 9 SOR 5 Through Life Support - Ad-Hoc Tasking Service</u></p> <p>The proposal for Through Life Support - Ad-Hoc Tasking Service will be scored against the Contractor's ability to supply an ad-hoc tasking service as detailed at Schedule 9. The Authority will look at how the proposals meet the requested levels of support and how it will implement support to SECRET components. The minor modification service will be measures against the ability to provide the service to both hardware & software in the years requested.</p>	3.21
6	<p>The proposal for the supply of the Automatic Identification System will be scored against the Contractors ability to supply the deliverables against the delivery schedule (Schedule 12 in the contract) and meet the Authorities requested timeline inclusive of support to trials. The Authority will look at the technical solution and the user support package.</p>	3.21