



Ministry of Defence

Your Reference:

Our Reference: 710595450

Date: [REDACTED]

Dear Sir/Madam,

Invitation To: Tender Reference Number: 710595450- Rotary Wing Command Support Air Transport Helicopter Service (RWCSAT)

1. You are invited to tender for Rotary Wing Command Support Air Transport Helicopter Service (RWCSAT) in competition in accordance with the attached documentation.
2. The requirement is for Rotary Wing Command Support Air Transport Helicopter Service (RWCSAT)
3. The anticipated date for the contract award decision is [REDACTED], please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by [REDACTED].

Yours faithfully

Invited Suppliers

Supplier Name	Supplier Address	Contact Name	Contact Email
[REDACTED]		[REDACTED]	

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Terms and Conditions

DEFFORM 47

DEFFORM 47 - Contents

DEFFORM 47

(EDN 07/24)

Contents

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

This invitation consists of the following documentation:

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

- Section A – Introduction
- Section B – Key Tendering Activities
- Section C – Instructions on Preparing Tenders
- Section D – Tender Evaluation
- Section E – Instructions on Submitting Tenders
- Section F – Conditions of Tendering
- Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
- DEFFORM 47 Annex A – Tender Submission Document (Offer)
- DEFFORM 47 Annex B - Commercial Compliance Matrix
- DEFFORM 47 Annex C - Technical Evaluation Criteria
- DEFFORM 47 Appendix 1 to Annex C – Model Evaluation Questions
- DEFFORM 47 Appendix 2 to Annex C – Supplier Assurance Questionnaire (SAQ)
- DEFFORM 47 Annex D - Price Evaluation
- DEFFORM 47 Appendix 1 to Annex D – Price Assessment Model
- DEFFORM 47 Annex E- ITT Deliverables Checklist
- DEFFORM 47 Annex F- Insurance Response Table
- Contract Documents (As per the contents table in the Terms and Conditions)

- Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- DEFFORM 539A – Tenderer's Sensitive Information (or SC1B Schedule 4 or SC2 Schedule 5)
- Any other relevant documentation: N/A

DEFFORM 47 - Section A

**DEFFORM 47
(Edn07/24)**

DEFFORM 47 Definitions

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

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. "Cyber Security Model" means the model defined in DEFCON 658.

A9. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.

A10. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. "ITT Documentation" means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.

A12. "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. "Schedule of Requirements" (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (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.

A14. The "Statement of Requirement" (Schedule 1 to the Terms and Conditions) means the part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A 'Sub-Contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract

A16. A "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A "Tender" is the offer that you are making to the Authority.

A18. "Tenderer" means the economic operator submitting a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A19. A "Third Party" is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

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

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

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

A22. This requirement was advertised by the Authority in DSP dated [REDACTED] under the following reference 710595450.

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

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

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

A26. Funding is due to be approved for this requirement.

ITT Documentation and ITT Material

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

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

nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all 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 are in addition to, and do not derogate from, your obligations under paragraph A27 above.

Tender Expenses

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

Consortia and Sub-Contracting Arrangements

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

Material Change of Control

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

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

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and

any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

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

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

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

a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 10 business days following request from the Authority; or

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

Contract Terms & Conditions

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

A36. The Contract Terms & Conditions are attached.

Other Information

A37. The Armed Forces Covenant

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

b. The Covenant is based on two principles:

i. That the Armed Forces community would not face disadvantages when compared to other citizens

in the provision of public and commercial services; and

- ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

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

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

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

Email address: [REDACTED]

Address: Defence Relationship Management

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

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

A38. N/A.

DEFFORM 47 - Section B**DEFFORM 47
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The key dates for this procurement are currently anticipated to be as follows:

Stage	Date and Time	Responsibility	Submit to:
Invitation to Tenderers' Conference	N/A	The Authority	All Tenderers
Date for confirmation of attendance at Tenderers' Conference	N/A	Tenderers	N/A
Final date for Clarification Questions/Requests for additional information	██████████	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	██████████	The Authority	All Tenderers
Tender Return	██████████	Tenderers	Defence Sourcing Portal
Tender Evaluation	██████████	The Authority	N/A
Negotiations	N/A	The Authority	N/A
Reverse Auction (See 047_annb.pdf for more information on the conduct of the Reverse Auction)	N/A	The Authority	N/A
Trials/Testing	N/A	The Authority	N/A

Notes**Tenderers Conference**

B1. A Tenderers Conference is not being held.

Clarification Questions

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

Tender Return

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

Negotiations

B4. Negotiations do not apply to this tender process.

Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP exVAT. Prices must be Firm Price in Pricing Period 1 (years one to three) and Fixed in Pricing Period 2 (years four to five plus the option year). A price breakdown is not required in the Tender.

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

Validity

C3. Your Tender must be valid and open for acceptance for [REDACTED] from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

DEFFORM 47 - Section D - Tender Evaluation

**DEFFORM 47
(Edn07/24)**

Tender Evaluation

D1. Annex A to this Section D. details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Negotiations do not apply to this tender process.

Annex A to Section D – Tender Evaluation Methodology

Annex A to Section D – Tender Evaluation Methodology

Tender Evaluation Methodology

1. The Authority will assess one Tender from each supplier based on: Tenderer Compliance, then Most Economically Advantageous Tender (MEAT) by utilising a Value for Money Index.

Tender Evaluation Selection Process

2. The Tender Evaluation process will mark and score respondents sequentially against the stages outlined below:
 - a. Stage 1 – Initial Review
 - b. Stage 2 – DEFFORM 47 Annex B - Commercial Compliance Matrix Evaluation. This stage shall assess the commercial compliance of the proposal.
 - c. Stage 3 – DEFFORM 47 Annex C - Technical Evaluation Criteria. This stage shall assess the Tenderer's proposal to ensure compliance with the SoR as well as assessing the evidence provided to gauge the Tenderer's ability to meet the requirement.
 - d. Stage 4 – DEFFORM 47 Annex D – Price Evaluation. This stage shall assess the overall price of the submission.
 - e. Stage 5 – Value For Money Index Evaluation. The tender with the highest Value For Money Index score that is technically and commercially compliant, will be the recommended tenderer. If at this point there are no compliant or affordable Tenders, this will be deemed as a failed competition and the process will be terminated. The Authority is unable to award the contract without internal approvals and no Tenderer will be informed of the outcome of the competition, including the recommended Tenderer until the required approval has been obtained.
 - f. Stage 6 - Award Decision.
 - g. Stage 7 – Feedback/De-brief. Post-assurance approval, all Tenderers will be notified in writing of the preferred Tenderer and at this point the Authority will provide feedback to each Tenderer including a breakdown of the Tenderer's Technical and Price Score. A contract will be awarded to the winning Tenderer subject to receipt of the required approvals.
3. A Respondent will be disqualified and deemed 'non-compliant' if any of the following are triggered during evaluation
 - a. Any Deliverable of this Tender is not provided, a list of Mandatory Declarations and required Deliverables can be found at DEFFORM 47 Annex A - Tender Submission Document (Offer) and DEFFORM 47 Annex D - ITT Deliverables Checklist respectively.
 - b. Where your organisation has not confirmed Full Compliance, to any questions asked where the Authority has indicated that this response is required;
 - c. If the Authority becomes aware, that information provided by your organisation in response to the Tender is intentionally or unintentionally false, misleading or incorrect.
 - d. Your organisation is guilty of serious misrepresentation in relation to its application and / or the process;
 - e. Your organisation receives a score of 'Fail' or 'Low Confidence' for any of the Technical Evaluation Criteria Questions answered as part of DEFFORM 47 Annex C.
4. The decision to award a pass or fail in each Section shall be at the sole discretion of the Authority. Only assessments completed up until the point of disqualification will be made available to the supplier in debrief.
5. The Authority reserves the right to seek clarification from Tenderers should any responses be unclear in intent or meaning.

Stage 1: Initial Review

6. The Authority will conduct an initial review of the Tender Response which shall consist of checking whether:
 - a. the Tenderer has complied with the instructions set out in this DEFFORM 47; and
 - b. the Tender Response contains all deliverables requested by the Authority in DEFFORM 47 Annex E ITT Deliverables Checklist.
7. The Authority reserves the right to request the Tenderer to submit, supplement, clarify or complete relevant information or documentation in accordance with the DSPCR 2011. The Authority shall provide such requests in writing and shall notify the timescale in which a response from the Tenderer is required. If the Tenderer fails to provide the missing deliverables after this period, the Tender Response shall be deemed to not be Compliant.
8. For the avoidance of doubt, to be deemed Compliant at Stage 1 (Initial Review), Tenderers must have complied with the instructions set out in this ITT and their Tenderer Response must contain all deliverables requested by the Authority in DEFFORM 47 Annex E ITT Deliverables Checklist.
9. Should the Tender Response be deemed Compliant at Stage 1 (Initial Review), the Tenderer shall progress to Stage 2 (Tender Evaluation). Should the Tender Response be deemed to be not Compliant at Stage 1 (Initial Review) the Tenderer shall not progress to Stage 2 (Tender Evaluation) and shall be excluded from the procurement process.

Stage 2: Commercial Compliance Matrix Criteria

10. All Tender Responses will be assessed against the Commercial Compliance Matrix at Annex B to DEFFORM 47. The overall evaluation of Commercial compliance will have a Pass/Fail outcome.
11. All Tenderer's shall complete Annex C and shall mark themselves either Fully Compliant (FC), Partially Compliant (PC) or Non-Compliant (NC) against each line.
12. The Authority expects the Tender to confirm Full Compliance against the Commercial Compliance Matrix. If the Tenderer submits any partial compliance against any section of the Annex, the Tenderer shall provide valid justification and clarification for their response. Lack of justification of the value accruing to the Authority in return for any Partial Compliance shall be judged as non-compliant and the Authority reserves the right to score the Tenderer as a Fail.
13. If the Tenderer submits any non-compliance against any section of the Annex the Authority reserves the right to score the Tenderer as a Fail.

Mark
Pass
Fail

Table 1: Commercial Compliance Matrix Scoring Scale

14. A response of 'Fully Compliant' will attract the mark of 'Pass' and a response of 'Non-Compliant' or 'Partially Compliant' with no valid justification to any condition will be given a mark of 'Fail'. A response of 'Partially Compliant' that is suitably justified/clarified will receive a mark of 'Pass' at

the Authorities discretion. A Fail mark for any condition will result in the rejection of the Tender Response.

Stage 3: Technical Evaluation Criteria

15. The Technical evaluators shall be formed of Authority Project Staff, representatives from the User Group and Subject Matter Experts. Each evaluator shall individually and independently award each tenderer a scoring level or Pass/Fail mark as appropriate for each criterion as detailed in Annex C to this DEFFORM. Any question marked with 'Low Confidence' or 'Fail' will result in the rejection of the tender.
16. The Technical evaluators shall convene to form a Moderation Panel chaired by a Moderator who will be a senior member of the [REDACTED] Team. The Moderation Panel will agree a consensus score for each criterion; if agreement cannot be found between the Technical evaluators, the Moderator shall have the final decision.
17. This consensus score shall then be multiplied by the weighting allocated to the Criterion as detailed in Annex C to this DEFFORM to determine the overall score for that criterion. The overall score will then be added together to calculate to the total Technical Score

Stage 4 – Price Evaluation of Tender

18. The Authority reserves the right to only assess the price of those Tender Responses that have passed the Commercial Compliance Matrix at Annex B and met the required standard for each Technical Criterion at Annex C to this DEFFORM 47.
19. The Price Evaluation, as detailed in DEFFORM 47 Annex D (Price Evaluation), will be based on a combination of:
 - a. The total Firm price of Pricing Period 1 (Schedule of Requirements Item Numbers 1 and 2)
 - b. The total Fixed price of Pricing Period 2 (Schedule of Requirements Item Number 3)
 - c. Total Fixed price for the Option Year
 - d. Together with a price for:
 - I. [REDACTED] % Overfly for each year of support (years 1-6 including Option Year)
 - II. [REDACTED] % Underfly for each year of support (years 1-6 including Option Year)
 - e. Firm and Fixed prices for Training Courses
 - f. Firm and Fixed prices provided to support Additional Tasks
20. The Tenderer shall complete Appendix 1 to Annex D to this DEFFORM 47, Schedule 4 (Payment Plan) and Schedule 5 (Rates).

Stage 5 – Value For Money Index Evaluation

21. The Value For Money Index Evaluation will be an absolute assessment of Tenderers' offers and will divide the total score of the non-cost (technical) criteria by the Tender Price. It ranks tenders on the technical quality (represented by the Technical score) for each £ (£m) of cost.
22. The formula used for this calculation is:
$$\text{Overall Score} = \frac{\text{Technical Score}}{\text{Tender Price (£M) (in Millions of Pounds)}}$$
23. The technical Score will be the total score as calculated at Stage 3. The Tender Price will be calculated in accordance with Stage 4.
24. The highest Overall Score following application of the above calculation shall be declared the preferred bidder.
25. Worked Example (for awareness only and not a representation of expected results):

Overall score Tenderer A = $62/20.343 = 3.048$

.....

Overall score Tenderer B = $85/24.565 = 3.460$

.....

Overall score Tenderer C = $100/29.200 = 3.425$

.....

Tenderer B wins.

26. The Tender with the highest Overall Score will be considered the Most Economically Advantageous Tender and will be considered the 'winning tenderer'. For the avoidance of doubt the highest rating will be the highest positive number as a result of the calculation.
27. Where two or more Tenderers have achieved the same overall score, the Most Economically Advantageous Tender will be determined by the lowest price of the tender.

DEFFORM 47 - Section E - Instructions on Submitting Tenders

**DEFFORM 47
(Edn 07/24)**

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by [REDACTED] at [REDACTED]. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to ITT 710595450.

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

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

irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact [REDACTED] or [REDACTED] if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact [REDACTED] or [REDACTED] to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

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

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

DEFFORM 47 - Section F - Conditions of Tendering

**DEFFORM 47
(Edn 07/24)**

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

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

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

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

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

F5. Your attention is drawn to legislation relating to the canvassing of a public official,

collusive behaviour and bribery. If you act in breach of this legislation your Tender will be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

██████████ (UK) or

██████████ (Overseas)

Conflicts of Interest

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

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

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

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

- k. the manner of operation and management;
- l. roles and responsibilities;
- m. standards for integrity and fair dealing;

- n. levels of access to and protection of competitors' sensitive information and Government Furnished Information;
- o. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
- p. the Authority's rights of audit; and
- q. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

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

Standstill Period

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

Publicity Announcement

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

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

Sensitive Information

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

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the Authority to

share information with other Government Departments while complying with our obligations to maintain confidentiality.

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

Reportable Requirements

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

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

Russian and Belarusian Suppliers, Products and Services

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

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

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

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

Specific Conditions of Tendering

TUPE

Applicability Of TUPE

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

account of your likely TUPE obligations.

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

TUPE Information Provided For Tendering Purposes

F25. The contractor currently undertaking this task has confirmed there is one employee in scope to transfer. The preceding 12 months total pay costs (pay, benefits, employee/employer national insurance contributions and overtime) for this employee is [REDACTED]. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

Options

F26. The Authority requires option prices for 1 Option Year [Contract Year 6].

F27. You must provide prices against the option. The option prices must be fixed prices relative to economic conditions at Contract Year 1 and are subject to variation as provided for in Contract Condition 19

F28. If your Tender is successful, you will be expected to supply that option requirement in Contract Condition 22. The Authority will not waive any rights under the said Contract Condition.

F29. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in Contract Condition 22.

APPENDIX 1 TO ANNEX A (OFFER)

Appendix 1 to DEFFORM 47 Annex A (Offer)
Edn07/24

Information on Mandatory Declarations

IPR Restrictions

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

Notification of Foreign Export Control Restrictions

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

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

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

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

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

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

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

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

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

Import Duty and Non-UK Tax

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

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

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

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

Cyber Risk

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

Sub-Contracts Form 1686

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

Small and Medium Enterprises

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

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 [REDACTED]

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

20. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over [REDACTED] on the Defence Sourcing Portal and further details can be obtained directly from: [REDACTED]. This process is managed by the Strategic Supplier Management team who can be contacted at: [REDACTED]

Transparency, Freedom Information and Environmental Information Regulations

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

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

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

24. You must complete the attached Tenderer's Sensitive Information form (DEFFORM

539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

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

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Defence Safety Authority (DSA) Requirements

29. There are no DSA Requirements.

Bank or Parent Company Guarantee

30. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

Ministry of Defence

Tender Submission Document (Offer) – Ref Number ITT 710595450

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

Applicable Law	
I agree that any Contract resulting from this competition shall be subject to English Law	Yes / No
Total Value of Tender (excluding UK VAT)	
£	
WORDS	
UK Value Added Tax	
If registered for Value Added Tax purposes, insert:	
a. Registration No	
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....	
Location of work (town / city) where Contract will be performed by Prime:	
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)	

Tier 1 Sub-Contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes*/No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No / N/A	
Have you completed Form 1686 for Sub-Contracts?			Yes* / No	
Have you completed the compliance matrix / matrices?			Yes / No / N/A	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Sensitive Information form?			Yes* / No	
If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?			Yes* / No / N/A	
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?			Yes* / No	
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?			Yes* / No	
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly			Yes* / No	
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?			Yes / No / Not Required	
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?			Yes / No / Not Required	
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?			Yes / No	

*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).

Tenderer's Declaration of Compliance with Competition Law

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

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

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

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

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

Dated this..... day of Year

Signature: **In the capacity of**

(Must be scanned original)
etc.)

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

Name: (in BLOCK CAPITALS)

Postal Address:

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

Telephone No:

(Tenderer's Name)	Registered Company Number: Dunn And Bradstreet number:
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DEFFORM 47 ANNEX B: COMMERCIAL COMPLIANCE MATRIX

The Tenderer shall complete this Commercial Compliance Matrix and submit as part of the Tender Response utilising the Key below:

Matrix Key:

Level of Compliance	Field Input for Column C	Description
Fully Compliant	FC	The Tenderer accepts this Term / Condition in full
Partially Compliant	PC	The Tenderer partially accepts this Term / Condition. The Authority reserves the right to reject a Tenderer who does not provide a satisfactory rationale or justification for any Partial Compliances. Lack of justification of the value accruing to the Authority in return for any Partial Compliance shall be judged as non-compliant.
Non Compliant	NC	The Tenderer does not accept this Term / Condition in full

A	B	C	D	E	F
Reference	Contract Condition	Edition	Title	Tenderer's Level of Compliance	Tenderer Remarks including any rationale or justification for Level of Compliance
CONTRACT					
1.	Schedule of Requirement	n/a	n/a		
2	DEFCONS				
	DEFCON 5J	18/11/2016	Unique Identifiers		
	DEFCON 14	11/22	Inventions and Designs Crown Rights and Ownership Of Patents and Registered Designs		
	DEFCON 68	10/22	Supply Of Data For Hazardous Articles, Materials And Substances		
	DEFCON 76	11/22	Contractor's Personnel At Government Establishments		
	DEFCON 82	06/21	Special Procedures for Initial Spares		

	DEFCON 91	06/21	Intellectual Property Rights In Software.		
	DEFCON 127	08/21	Price Fixing Condition For Contracts Of Lesser Value		
	DEFCON 129J	18/11/2016	The Use Of Electronic Business Delivery Form		
	DEFCON 501	10/21	Definitions And Interpretations		
	DEFCON 503	06/22	Formal Amendments To Contract		
	DEFCON 507	07/21	Delivery		
	DEFCON 513	07/24	Value Added Tax (VAT)		
	DEFCON 514	08/15	Material Breach		
	DEFCON 515	06/21	Bankruptcy And Insolvency		
	DEFCON 516	04/12	Equality		
	DEFCON 518	02/17	Transfer		
	DEFCON 520	10/23	Corrupt Gifts and Payments Of Commission		
	DEFCON 522	11/21	Payment and Recovery of Sums Due		
	DEFCON 524	12/21	Rejection		
	DEFCON 524A	12/22	Counterfeit Materiel		
	DEFCON 525	10/98	Acceptance Note: Acceptance shall be in accordance with Clauses 24, 25 and 26.		
	DEFCON 526	08/02	Notices		
	DEFCON 527	09/97	Waiver		
	DEFCON 528	10/23	Import and Export Licences		
	DEFCON 529	09/97	Law (English)		
	DEFCON 530	12/14	Dispute Resolution (English Law)		
	DEFCON 531	09/21	Disclosure Of Information		
	DEFCON 532B	12/22	Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)		
	DEFCON 534	06/21	Subcontracting and Prompt Payment		
	DEFCON 537	12/21	Rights Of Third Parties		
	DEFCON 538	06/02	Severability		

	DEFCON 539	01/22	Transparency		
	DEFCON 550	02/14	Child labour and Employment Law		
	DEFCON 565	07/23	Supply Chain Resilience and Risk Awareness		
	DEFCON 566	04/24	Change Of Control Of Contractor		
	DEFCON 601	04/14	Redundant Materiel		
	DEFCON 602A	04/23	Quality Assurance (With Deliverable Quality Plan)		
	DEFCON 604	06/14	Progress Reports		
	DEFCON 606	07/21	Change And Configuration Control Procedure		
	DEFCON 608	07/21	Access And Facilities To Be Provided By The Contractor		
	DEFCON 609	07/21	Contractor's Records		
	DEFCON 611	12/22	Issued Property		
	DEFCON 620	06/22	Contract Change Control Procedure		
	DEFCON 624	08/22	Use Of Asbestos		
	DEFCON 625	06/21	Co-Operation On Expiry Of Contract		
	DEFCON 627	04/24	Quality Assurance - Requirement for a Certificate of Conformity		
	DEFCON 632	11/21	Third Party Intellectual Property - Rights and Restrictions		
	DEFCON 642	07/21	Progress Meetings		
	DEFCON 647	03/24	Financial Management Information		
	DEFCON 656B	08/16	Termination for Convenience – Over £5M		
	DEFCON 658	10/22	Cyber		
	DEFCON 660	12/15	Official-Sensitive Security Requirements		
	DEFCON 670	02/17	Tax Compliance		
	DEFCON 671	10/22	Plastic Packaging Tax		
	DEFCON 675	03/21	Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)		
	DEFCON 678	09/19	SME Spend Data Collection		

			Note: DEFFORM 139 template at Schedule 27		
	DEFCON 684	01/04	Limitation Upon Claims In Respect Of Aviati on Products		
	DEFCON 694	07/21	Accounting For Property Of The Authority		
	DEFCON 703	06/21	Intellectual Property Rights – Vesting In The Authority		
	DEFCON 707	10/23	Rights in Technical Data		
3.	Duration and Scope	n/a	n/a		
4	Precedence	n/a	n/a		
5	Publicity and Communicatio ns With The Media	n/a	n/a		
6	Placing of Sub- Contracts	n/a	n/a		
7	Exit Management	n/a	n/a		
8	Quality Assurance And Control	n/a	n/a		
9	Military Airworthiness (MAA) Requirements	n/a	n/a		
10	Obsolescence	n/a	n/a		
11	Insurance requirements	n/a	n/a		
12	Aircraft And Equipment Substitution Or Replacement	n/a	n/a		
13	Movement Of Vehicles and Equipment On MOD Airfields	n/a	n/a		
14	Procedure For Continuing The RWCSAT Service During Periods Of Scheduled And Unscheduled Maintenance	n/a	n/a		
15	Additional Task Process	n/a	n/a		
16	Aircraft Tasking	n/a	n/a		
17	Pricing Periods	n/a	n/a		
18	Pricing Period 1 : Firm Price	n/a	n/a		

19	Pricing Period 2 : Variation of Price	n/a	n/a		
20	Annual Flying Hours - Under-Fly and Over-Fly	n/a	n/a		
21	Pricing of Schedule of Requirements Item Nos. 4 and 5– Training and Additional Tasking	n/a	n/a		
22	Exercise of Options	n/a	n/a		
23	Payments/Receipts	n/a	n/a		
24	Acceptance and Rejection for Schedule of Requirement Item 1	n/a	n/a		
25	Acceptance and Rejection For Schedule of Requirement Items 2,3 and 6	n/a	n/a		
26	Acceptance and Rejection For Schedule of Requirement Items 4 and 5	n/a	n/a		
27	Key Performance Indicators (KPIs)	n/a	n/a		
28	Unsatisfactory Performance	n/a	n/a		
29	Cyber	n/a	n/a		
30	Progress Meetings	n/a	n/a		
31	Contractor's Personnel	n/a	n/a		
32	Reports	n/a	n/a		
33	Dispute Resolution	n/a	n/a		
34	Amendments to Contract	n/a	n/a		
35	Technical Publication Clause	n/a	n/a		
36	Issued Property And Government Furnished Facilities	n/a	n/a		
37	Transfer Of Undertakings (Protection Of Employment) TUPE	n/a	n/a		

38	Limitations on Liability	n/a	n/a		
39	Licence to Occupy	n/a	n/a		
40	Russian And Belarusian Exclusion	n/a	n/a		
41	Authorisation By The Crown For Use Of Third Party Intellectual Property Rights	n/a	n/a		
42	Bank/Parent Company Guarantee [If Applicable]	n/a	n/a		
SCHEDULES TO CONTRACT					
Schedule 1	Statement of Requirements (SOR)	n/a	n/a		
Annex A to Schedule 1	Integrated Support Plan (ISP) Product Description	n/a	n/a		
Schedule 2	Definitions and Abbreviations	n/a	n/a		
Schedule 3	Schedule of Requirements Line Item 1 Acceptance Criteria	n/a	n/a		
Schedule 4	Payment Plan	n/a	n/a		
Schedule 5	Rates	n/a	n/a		
Schedule 6	Task Authorisation Form	n/a	n/a		
Schedule 7	RWCSAT Tasking Process	n/a	n/a		
Schedule 8	Not Used	n/a	n/a		
Schedule 9	Statement Relating to Good Standing	n/a	n/a		
Schedule 10	Issued Property and Government Furnished Facilities Register	n/a	n/a		
Schedule 11	Insurance	n/a	n/a		
Schedule 12	TUPE	n/a	n/a		
Schedule 13	Security Aspects Letter	n/a	n/a		
Schedule 14	Overfly, Underfly, TAF and	n/a	n/a		

	Amendment Record				
Schedule 15	Performance Measurement and Incentivisation	n/a	n/a		
Schedule 16	Exit Management Plan	n/a	n/a		
Schedule 17	Military Aviation Authority Regulatory Publications (MRP)	n/a	n/a		
Schedule 18	Transition Management Plan	n/a	n/a		
Schedule 19	Training Plan	n/a	n/a		
Schedule 20	{IF APPLICABLE} Bank Guarantee DEFFORM 24A	n/a	n/a		
Schedule 21	DEFFORM 68 Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor	n/a	n/a		
Schedule 22	DEFFORM 111	n/a	n/a		
Schedule 23	DEFFORM 139 - MOD SME Spend Data Collection	n/a	n/a		
Schedule 24	DEFFORM 177 Design Rights and Patents (Subcontractor's Agreement)	n/a	n/a		
Schedule 25	DEFFORM 528 Import and Export Controls	n/a	n/a		
Schedule 26	DEFFORM 532 – Personal Data Particulars	n/a	n/a		
Schedule 27	DEFFORM 539A Contractors Commercially Sensitive Information Form	n/a	n/a		
Schedule 28	DEFFORM 539B Publishable Performance Information – KPI Data Report	n/a	n/a		
Schedule 29	DEFFORM 711 Notification of IPR Restrictions	n/a	n/a		

Schedule 30	Cyber Implementation Plan (If required)	n/a	n/a		
Schedule 31	DEFFORM 565 Supply Chain Resilience and Risk Awareness	n/a	n/a		
Schedule 32	Licence to Occupy	N/A	N/A		

DEFFORM 47 ANNEX C: Technical Evaluation Criteria Rotary Wing Command Support Air Transport (RWCSAT)

Contents

2.4 [MR14] Type Airworthiness Management – Pass/Fail

Introduction

1. This document contains the assessment questions that will be used to evaluate the technical responses to the Invitation to Tender (ITT) for the Rotary Wing Command Support Air Transport (RWCSAT) project.
2. The Tenderer is required to respond to **all** questions. Failure to do so will result in your tender being non-compliant, at which point. **The Authority reserves the right, at its sole discretion, to cease the evaluation and exclude the Tender from the remainder of the selection process.**
3. Each question includes;
 - a. Its aim.
 - b. The background to the subject matter being assessed.
 - c. A list of referenced information (where applicable).
 - d. The evidence required.
 - e. The confidence characteristics.
 - f. Scoring guidance.
4. The Tenderer should read and understand the scoring guidance as well as the list of required evidence items and confidence characteristics before preparing their submission for each question. This guidance is still not exhaustive; the Authority will be looking for, and rewarding, industry best practice and innovative ideas that enhance and add value to RWCSAT Contract.

Page Cap

Your response to the Technical Evaluations questions from 2.1 to 2.15 must be written in English, using Arial font size 11 with a total maximum page cap for all question responses of 200 A4 sheets double-side. Pages will be counted sequentially in order of the question number (any pages after this will not be evaluated). Tenderers are requested to be cognisant of the weightings for the technical questions.

Possible Scores

5. Table 1 shows the weightings for the technical questions that will be used to evaluate tenders.
6. Note that Pass / Fail questions are not weighted. Any question marked with Fail will mean that the bid does not meet the required standard. **The Authority reserves the right, at its sole discretion, to cease the evaluation and exclude the Tender from the remainder of the selection process.**

Section	Question	Weighting
Compliance with the Statement of Requirements	2.1[SR01] Compliance with Statement of Requirement (Technical)	15.00%
Technical Requirements	2.2 [SA02] Service Availability	12.00%
	2.3 [CO03] Organisational Approvals	7.00%
	2.4 [MR14] Type Airworthiness Management	Pass/Fail
	2.5 [SM04] Security and Management of Information	4.00%
	2.6 [PU05] Publications	8.00%
	2.7 [ST06] Authority Staff Training	10.00%
	2.8 [SQ07] Suitably Qualified and Experienced Personnel	10.00%
Contract Deliverability		
	2.9 [PM09] Project Management	8.00%
	2.10 [EV10] Earned Value Management	4.00%
	2.11 [TS11] Transition to Service	12.00%
	2.12a [SE12a] Safety	Pass / Fail
	2.12b [SE12b] Environmental	Pass / Fail
	2.13 [QY13] Quality	Pass / Fail
Insurance	2.14 [IE15] Insurance	Pass/ Fail
Social Value	2.15 [SV16] Social Value	10.00%
	2.15.1 Tackling economic inequality	5.00%
	2.15.2 Fighting climate change	2.50%
	2.15.3 Equal opportunity	2.50%
Total:		100%

Table 1 - Technical Questions Weightings

7. Each of the scored questions will be assigned either Pass/Fail or a four-point scoring level, ranging from High to Low Confidence. The following table shows how these translate to numerical scores.

Scoring Level	Percentage (%) of available marks
High Confidence	100
Good Confidence	70
Moderate Confidence	30
Low Confidence	0

8. Table 2 Four-Point Scoring Level

9. Any scored question marked with Low Confidence will mean that the technical bid does not meet the required standard and/or that major concerns have been identified during evaluation. **The Authority reserves the right, at its sole discretion, to cease the evaluation and exclude the Tender from the remainder of the selection process.**

Compliance with the Statement of Requirements (Technical)

Technical Requirements

2.1 [SR01] Compliance with the Statement of Requirements – 15%

Aim

10. To award a contract for a RWCSAT solution that will have a satisfactory level of compliance against Schedule 1: Statement of Requirements (Technical).

Background

11. The detailed technical requirement for this contract is presented in Schedule 1: Statement of Requirement (Technical). The Authority wishes to understand and assess the level of compliance that the tenderer's solution is expected to achieve in relation to Schedule 1.

References

- a. Schedule 1: Statement of Requirements (Technical).

Evidence Required

12. The Tenderer shall provide a completed Statement of Requirements compliance matrix in the format of Schedule 1. For each requirement (serial) this must clearly provide the Authority with one of the following:

- a. Declaration of Compliance and the location (paragraph and page number) in the Tenderer's response that describes how the serial will be met.
- b. Declaration of Partial or Non-Compliance and satisfactory rationale or justification for this declaration (See scoring guidance) within the tenderer's response.

Confidence Characteristics

13. The Tenderer's response addresses all serials and clearly indicates that all requirements will be met (full compliance).

14. The Tenderer has accompanied any areas of non or partial compliance with a detailed explanation and justification of why the non or partial compliance was recorded, and that the detailed supporting justification is acceptable and demonstrates value accruing to the Authority.

Scoring Guidance

15. This question will be scored using confidence definitions below . The Authority reserves the right to reject a Tenderer who does not provide a satisfactory rationale or justification for any Partial or Non-Compliances. Lack of justification of the value accruing to the Authority in return for any Non or Partial Compliance shall be judged as non-compliant.

Confidence	Description
High Confidence (100%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. The Tenderer's response addresses all serials and clearly indicates that all requirements will be met (full compliance).
Good Confidence (70%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled. The Tenderer's response addresses all serials and clearly indicates that all requirements will be met, with minimal Alternative Acceptable Means of Compliance. Any partial or alternative means of compliance will not affect capability, safety or cost and can be tolerated.

Moderate Confidence (30%)	The Tenderer's approach/justification/evidence to this subject matter has met the requirement of the question in the main. The Tenderer's response addresses all serials and clearly indicates that all requirements will be met in full or through AAMC However, there are some areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require intervention but are considered to be manageable without unacceptable cost, liability or effort by the Authority.
Low Confidence (0%)	Nil or inadequate response The Tenderer's response does not address all serials and/or the evidence to support the serials or the AAMC indicates that the requirements will not be met. Based on the Tenderer's approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

Technical Requirements

2.2 [SA02] Service Availability – 12.00%

Aim

16. To contract with a Tenderer whose RWCSAT solution will meet the end user's Service Availability requirement throughout the life of the contract.

Background

17. Meeting the end user requirement for Availability is critical to the successful delivery of the RWCSAT Service and dependent upon Platform Reliability and Maintainability (R&M).

18. The Service Availability is described within Schedule 1: Statement of Requirement.

19. The Authority is keen to understand how the Tenderer will ensure the end user's Service Availability requirements are achieved and sustained throughout the life of contract.

References

- a. Schedule 1: Statement of Requirements (Technical)
- b. Schedule 15: Performance Measurement and Incentivisation
- c. Annex A to Schedule 1: Statement of Requirement – Integrated Support Plan (ISP) Product Description
- d. RA 4961(3) - Reliability Programme
- e. DEFSTAN 00-600 issue 4

Evidence Required

20. The Tender is required to provide, explain, and justify in single document with reference to their plans for RWCSAT;

a. How they will achieve and sustain the minimum Service Availability and Reliability requirements throughout the life of the contract, described within the above Schedules as an appendix to the Integrated Support Plan (ISP) as per Annex A to Schedule 1.

b. How they will provide full aircraft engineering management and technical support including staff who are Suitably Qualified Experienced Personnel (SQEP) aligning to the requirements of the Delivery Duty Holder (DDH).

c. The Risks, Assumptions, Issues, Dependencies & Opportunities (RAIDO) they have identified and the proposed mitigations where appropriate.

d. How they will manage scheduled and unscheduled maintenance activity to maximise aircraft availability throughout the life of the contract.

e. Strategy for critical spares management, including anticipated spares holding, quantity and location to underpin a value for money argument.

f. Strategy for managing obsolescence over the entire period of the contract and, notwithstanding any obsolescence issues or problems.

g. In all cases, the Tenderer must ensure that their response is tailored to the RWCSAT contract.

Confidence Characteristics

21. The Tenderer’s response;
 - a. Demonstrates how they will achieve and sustain the Service Availability and Reliability requirement throughout the life of the contract.
 - b. Demonstrates a suitably robust and detailed Service Support schedule which identifies the activities, tasks, and dates they identify as critical with high level resources and skills to achieve successful Service Availability and Reliability outcomes.
 - c. How they will manage and inform the Authority on areas of customer satisfaction, operational leanness, efficient, risk and value for money.
 - d. Demonstrates an understanding of the scope and complexity of the Service Availability and Reliability requirements.
 - e. Provides overview and understanding of their Obsolescence Management Strategy.
 - f. Demonstrates mature and fully functional supply support processes and activities.
 - g. Provides their Critical Spares Model / Strategy.
 - h. Identifies the Risks, Assumptions, Issues, Dependencies & Opportunities (RAIDO) in relation to their proposed solution and includes mitigations where appropriate.

Scoring Guidance

22. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	The Tenderer’s approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Good Confidence (70%)	The Tenderer’s approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled.
Moderate Confidence (30%)	The Tenderer’s approach/justification/evidence to this subject matter has met the requirement of the question in the main. However, there are some areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require managing.
Low Confidence (0%)	The Tenderer’s approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of the question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority. These are however deemed manageable and resolvable either prior to contract award or once on contract and so do not warrant exclusion. OR Nil or inadequate response Based on the Tenderer’s approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

2.3 [CO03] Organisational Approvals – 7.00%

Aim

23. To contract with a Tenderer who will have achieved, and will maintain by responding to any changes, certification required to meet the Military Airworthiness Authority (MAA) requirements for Service Commencement Date (SCD).

Background

24. Certifications and accreditations obtained by the Tenderer should meet the MAA requirements for Contract Award in line with Military Airworthiness regulatory Publications (MRP), Regulatory Articles (RA's) and Acceptable Means of Compliance (AMC's).

References

- a. Schedule 17: MRP Compliance Matrix.

Evidence Required

25. The Tenderer is required to provide evidence of holding relevant certifications or a robust plan by contract award to achieve ;

- a. UK CAA Part 145 Aircraft Maintenance Organisation Approval (Rotary Wing) for identified candidate aircraft type to be used to provide RWCSAT service.
- b. UK CAA Part CAMO (Continuous Airworthiness Management Organisation) approval (Rotary Wing) to support the Military Continuous Airworthiness Manager (MILCAM) in accordance with the MRP.
- c. Copy of the Continuing Airworthiness Management Exposition (CAME).

26. The Tenderer is required to provide evidence of holding relevant certifications, and/or explain and justify in a single document how and by when they shall achieve those approvals by contract award;

- a. RA 5850 – Military Design Approved Organization scheme (DAOS) (MRP Part 21 Subpart J).
- b. MRP Part 145 achieved under the DAOS and Maintenance Approved Organisation Scheme (MAOS) schemes, for the Aircraft Type.
- c. RA 4956 - Military Continuing Airworthiness Management Organization Tasks Performed by Other Organisations - MRP Part CAMO Sub Part G.
- d. Where intending to sub-contract a proportion of the contract, UK CAA Part 21 J Design Organisation Approval (Rotary Wing) or equivalent possessed by the sub-contractor(s).

27. The Tenderer is required to provide the Risks, Assumptions, Issues, Dependencies & Opportunities (RAIDO) they have identified and the proposed mitigations where appropriate.

Confidence Characteristics

28. The Tenderer's response and evidence provided:

- a. Demonstrates how they will successfully obtain relevant certification and meet its requirements throughout the life of the contract.
- b. Demonstrates an understanding of the scope and complexity of MAA certification requirements.
- c. Identifies the Risks, Assumptions, Issues, Dependencies & Opportunities (RAIDO) in relation to their proposed solution and includes mitigations where appropriate specifically related to Organisation approvals.

Scoring Guidance

29. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Good Confidence (70%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled.
Moderate Confidence (30%)	The Tenderer's approach/justification/evidence to this subject matter has met the requirement of the question in the main. However, there are some

	areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require managing.
Low Confidence (0%)	The Tenderer's approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of the question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority. These are however deemed manageable and resolvable either prior to contract award or once on contract and so do not warrant exclusion. OR Nil or inadequate response Based on the Tenderer's approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

2.4 [MR14] Type Airworthiness Management – Pass/Fail

Aim

30. To contract with a Tenderer who will be compliant with the relevant Military Airworthiness Authority Regulatory Publications (MRP) and the Air System Coordinating Design Organisation (AS-CDO) throughout the life of the contract.

Background

31. The Authority wishes to understand and assess the Tenderer's level of compliance With the applicable MRP and AS-CDO.

References

- a. Schedule 1: Statement of Requirements (Technical).
- b. Schedule 17: Military Aviation Authority Regulatory Approvals (MRP) Compliance Matrix

Evidence Required

31. The Tenderer shall provide a correctly completed MRP compliance matrix. For each MRP Regulatory Article (RA) the Tenderer must clearly provide the evaluator with:

- a. Confirmation of Full, Partial or Non-Compliance.
- b. The proposed method of compliance.
- c. Specific details of why you have recorded a non-compliance or partial compliance against an RA.

32. The Tenderer shall demonstrate their understanding of delivering the role of an AS-CDO including, but not limited to, configuration management, management of Inservice design changes and obsolescence.

33. The Risks, Assumptions, Issues, Dependencies & Opportunities (RAIDO) they have identified and the proposed mitigations where appropriate.

Confidence Characteristics

34. The Tenderer's evidence and response provided:

- a. Demonstrates how they will successfully monitor changes to the MRP and how they will ensure compliance with such changes.
- b. Demonstrates an understanding of the role of the AS-CDO and has processes in place to ensure delivery of the AS-CDO role.
- c. Identifies the Risk, Assumptions, Issues, Dependencies & Opportunities (RAIDO) in relation to their proposed solution and includes mitigations where appropriate specifically related to Type Airworthiness management.

35. The Tenderer has accompanied any areas of non or partial compliance with a detailed explanation and justification of why the non or partial compliance was recorded, and that the detailed supporting justification is acceptable and demonstrates value accruing to the Authority.

Scoring Guidance

36. This question will be scored using confidence definitions below.

Score	Guidance
Pass	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the Evidence Required (above) is sufficiently detailed to demonstrate a competent understanding of the requirement and provides details of how the Type Airworthiness Management for RWCSAT will be met
Fail	The Tenderer's approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of this question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority.

5. [SM04] Security and Management of Information - 4.00%

Aim

37. To contract with a Tenderer who will provide the Authority and end user with effective Security and Management of Information procedures throughout the life of the contract.

Background

38. The Authority requires the Tenderer to provide RWCSAT with a Security and Management of Information Plan (ISMP) that abides by DEFCON 658, DEFCON 660 and DEFCON 76, and meets the standards mandated in DEFSTAN 05-138 and DEFSTAN 05-139. The Authority requires the Tendered to provide evidence of Cyber Essentials Plus certification or equivalent standard by the point of Contract Award.

39. The Cyber Security Model (CSM) was implemented by the Defence Cyber Protection Partnership (DCPP). DCPP is a joint MOD/Industry initiative, initiated in 2012 and formally established in 2013 under a directive from the Defence Suppliers' Forum to improve the protection against the cyber threat in the defence supply chain.

References

- a. DEFCON 658.
- b. DEFCON 660.
- c. DEFCON 76.
- d. DEFSTAN 05-138.
- e. DEFSTAN 05-139.
- f. Schedule 1: Statement of Requirements.
- g. Schedule 13: Security Aspects Letter.
- h. [DCPP Supplier Assurance Questionnaire \(SAQ\)](#)
- i. Risk Assessment Reference RAR-377677548

Evidence Required

40. Tenderer is to provide a copy of completed DCPP Supplier Assurance Questionnaire (SAQ), providing information about their organisation, measures they have in place to protect against cyber threats, and confirm they are compliant with the RWCSAT contract's Moderate Cyber Risk Profile. Questionnaire can be completed online using the [SAQ Form](#) or the PDF included as part of Annex C Appendix 2, which must be returned to [REDACTED] (and included with the tender response).

41. The Tenderer is required to provide, explain, and justify how their proposed strategy will provide effective Security and Management of Information measures for their RWCSAT solution in a single document with reference to their proposed **Information Security Management Plan (ISMP)**:

- a. Their proposed Security and Management of Information Strategy.
- b. The benefits of their proposed approach.
- c. The ISMP will describe the Tender's plan for managing security within its environment throughout the lifecycle of the project provided either as a standalone document or a subset to Project Management Plan.
- d. Evidence of Cyber Essentials Plus certification or equivalent by Contract Award, or a Cyber Implementation Plan.

e. National security vetting: Clearance levels. Security Check (SC) is required up to 8 weeks prior to entering MOB for all personnel in support of RWCSAT contract in accordance with the baseline pan-Governmental Policy and Guidance in Government Functional Standards GovS 007: Security.

Confidence Characteristics

42. The Tenderers response;
- a. States the proposed Security and Management of Information Strategy (ISMP) meets the requirements of Schedule 1: Statement of Requirements.
 - b. Demonstrates the benefits of their proposed approach.

Scoring Guidance

43. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	The Tenderer’s approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Good Confidence (70%)	The Tenderer’s approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled.
Moderate Confidence (30%)	The Tenderer’s approach/justification/evidence to this subject matter has met the requirement of the question in the main. However, there are some areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require managing.
Low Confidence (0%)	The Tenderer’s approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of the question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority. These are however deemed manageable and resolvable either prior to contract award or once on contract and so do not warrant exclusion. OR Nil or inadequate response Based on the Tenderer’s approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

2.6 [PU05] Publications – 8.00%

Aim

44. To contract with a Tenderer whose RWCSAT solution will meet the Authority’s requirements with regards to provision and maintenance of the Aircraft Document Set (ADS) throughout the life of the contract.

Background

45. The Authority requires the Tenderer to provide and maintain the ADS elements listed in the Schedule 1 Statement of Requirements via the ADS management plan.

References

- a. Schedule 1: Statement of Requirements (Technical).

Evidence Required

46. The Tenderer is required to explain and justify in a single document with reference to their compliance evidence against the Schedule 1 Statement of Requirements :

- a. The processes they will put in place to ensure the effective and efficient production, issue, version control and reissue of all requisite publications.

b. The process they will use to manage security marked Publications up to and including Official Sensitive, including any use of external publication/printing organisations.

c. How they will ensure the Authority receives compliant, efficient, and accurate documentation.

47. In all cases, the Tenderer must ensure that their response is tailored to the RWCSAT contract.

Confidence Characteristics

48. The Tenderers response demonstrates a robust process for providing and maintaining the RWCSAT ADS elements specified in the Schedule 1 Statement of Requirements that will ensure;

a. Effective and efficient production, issue, version control and reissue of all requisite publications.

b. The managing of security marked publications up to and including Official Sensitive.

c. Explains how the Authority will receive Value For Money.

Scoring Guidance

49. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Good Confidence (70%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled.
Moderate Confidence (30%)	The Tenderer's approach/justification/evidence to this subject matter has met the requirement of the question in the main. However, there are some areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require managing.
Low Confidence (0%)	The Tenderer's approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of the question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority. These are however deemed manageable and resolvable either prior to contract award or once on contract and so do not warrant exclusion. OR Nil or inadequate response Based on the Tenderer's approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

2.7 [ST06] Authority Staff Training – 10.00%

Aim

50. To contract with a Tenderer whose RWCSAT solution will meet the Authority's requirement for the training of their personnel.

Background

51. The Tenderer is required to provide Authority personnel with suitable and optimised technical training courses for the duration of the contract:

a. The Contractor shall provide a Conversion-To-Type (CTT), ground school and type-rating conversion course. (see para h below)

- b. The Contractor shall provide 'Check A' training for military aircrew.
- c. The Contractor shall provide a synthetic training capability.
- d. The Contractor shall provide technical management training courses for the Authority when requested.
- e. The Contractor shall provide training to enable 32 Sqn pilots to carry out Performance Based Navigation (PBN) to comply with EU Commission Regulation No. 539/2016 which requires that pilots may only fly in accordance with PBN routes and procedures once they have been granted PBN privileges as an endorsement to their Instrument Rating (IR) or Enroute Instrument Rating (EIR).
- f. Schedule 19 - The Contractor shall provide a Training Plan which details milestones/scheduling, potential providers (including Air Training Organisation (ATO) approvals where appropriate), proposed locations for training and a draft training syllabus (including CTT, continuation and synthetic) for approval by the Authority.
- g. The Contractor shall provide technical management training courses for the Authority when requested. [REDACTED].
- h. A **Technical Training course** to include the following;
 - i. Aircraft Systems overview.
 - ii. Overview of the Company structure and operations to include:
 - a. Design Management.
 - b. Configuration Management.
 - c. Certification Management.
 - iii. Instructions for Continued Airworthiness
 - iv. Aircraft Document Set.
 - v. Maintenance Programme.
 - i. A **Military Aircrew/Groundcrew course** as part of CTT to be included within the 500hrs AFT:
 - i. Before and After flight inspection (pilots only).
 - ii. Aircraft safety.
 - iii. Emplane and deplane.
 - iv. Fitting and removal of blanks and covers.
 - v. Refuelling and defueling.
 - vi. Ground handling.
 - vii. Aircraft Starts and Shutdowns.

52. The Technical Training course must be tailored for the RWCSAT operations. This will include the provision of training materials for attendees on the course.

References

- a. Schedule 1: Statement of Requirements.

Evidence Required

53. The Tenderer is required to explain and justify in a single document with reference to their proposed **Training Plan**;
- a. How they will manage the provision of training for Authority personnel.
 - b. The Technical Training course must be tailored for the RWCSAT operations.
 - c. The proposed contents of the training courses provided.
 - d. The constraints and/or restrictions to the content and delivery of the courses.
 - e. How the Authority can be assured of Value For Money.

Confidence Characteristics

54. The Tenderer's response;
- a. Demonstrates how they will deliver the training of Authority personnel in the context of this question for the duration of the contract.
 - b. Demonstrates an understanding of the scope and complexity of the requirements.
 - c. Demonstrates the content and delivery constraints of their courses.

d. Demonstrates how they will ensure the Authority receives Value For Money.

Scoring Guidance

55. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Good Confidence (70%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled.
Moderate Confidence (30%)	The Tenderer's approach/justification/evidence to this subject matter has met the requirement of the question in the main. However, there are some areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require managing.
Low Confidence (0%)	The Tenderer's approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of the question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority. These are however deemed manageable and resolvable either prior to contract award or once on contract and so do not warrant exclusion. OR Nil or inadequate response Based on the Tenderer's approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

2.8 [SQ07] Suitably Qualified and Experienced Personnel – 10.00%

Aim

56. To contract with a Tenderer who will provide and sustain the appropriate level of Suitably Qualified and Experienced Personnel (SQEP) required to meet the needs of the RWCSAT Contract.

Background

57. The Authority believes that the successful delivery of RWCSAT contract will depend on the Tenderer's ability to timely recruit, train, deploy and sustain appropriate numbers of Suitability Qualified and Experienced Personnel (SQEP).

References

- a. Schedule 1: Statement of Requirements (Technical).
- b. Schedule 13: Security Aspects Letter.

Evidence Required

58. The Tenderer is required to provide, explain, and justify in a single document with reference to their **Resourcing Plan (as a subset to Project Management Plan)**;

- a. A SQEP matrix which describes the specialisms, suitable qualifications, certifications, suitable security clearance and experience of their SQEP personnel.
- b. The level of resource they will provide for each SQEP specialism identified in their SQEP matrix above.
- c. The methods, approach and mechanism they will use to develop an optimised SQEP resource and how it will be maintained throughout the contract.
- d. The Risks (including those associated with recruitment), Assumptions, Issues, Dependencies & Opportunities (RAIDO) they have identified with proposed mitigations where appropriate.
- e. How they will ensure the Authority receives value for money.
- f. In all cases, the Tenderer must ensure that their response is tailored to the RWCSAT contract.

Confidence Characteristics

59. The Tenderers response;
- a. Demonstrates an understanding of the scope of the SQEP requirement.
 - b. Demonstrates how they will ensure SQEP for the duration of this contract.
 - c. Demonstrates robust processes will be in place to train, security clear, deploy and retain SQEP.
 - d. Identifies the Risks (including those associated with recruitment), Assumptions, Issues, Dependencies & Opportunities (RAIDO) in relation to their proposed solution and includes mitigations where appropriate.
 - e. Explains how they will ensure the Authority receive value for money.

Scoring Guidance

60. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Good Confidence (70%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled.
Moderate Confidence (30%)	The Tenderer's approach/justification/evidence to this subject matter has met the requirement of the question in the main. However, there are some areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require managing.
Low Confidence (0%)	The Tenderer's approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of the question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the

Authority. These are however deemed manageable and resolvable either prior to contract award or once on contract and so do not warrant exclusion.
OR
Nil or inadequate response
Based on the Tenderer's approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

2.9 [PM09] Project Management - 8.00%

Aim

61. To award a contract to a Tenderer who will plan and effectively manage this project.

Background

62. It is vital that the Tenderer working on RWCSAT demonstrates how they will utilise their organisation's business management processes to deliver this project. The Tenderer must;

- a. Instil confidence that the agreed processes will be cascaded and complied with by the Tenderer's employees and sub-contractors and supply chain.
- b. Demonstrate how they intend to deliver RWCSAT objectives in collaboration with the customer end user, the Authority's management Team and other stakeholders.
- c. Demonstrate how they will openly manage risks throughout the life of the project contract to the mutual benefit of themselves and the Authority.

References

- a. Schedule 1: Statement of Requirements

Evidence Required

63. The Tenderer is required to explain and justify in a single document with reference to their **proposed Project Management Plan (PMP)**;

- a. The Objectives, scope and constraints.
- b. Their execution strategy and delivery approach.
- c. How they will involve and manage stakeholders.
- d. A legible coherent **Work Breakdown Structure** and **Contract Master Schedule** which must include the activities, tasks and dates they identify as critical with resources and skills to achieve key milestones (to be included as part of PMP). Identifying opportunities to accelerate the introduction of the Service.
 - i. Their Assumptions and Dependencies.
- e. The monitoring and control processes they will use.
- f. How they will openly manage cost, risk, and change.
- g. The Risks, Assumptions, Issues, Dependencies & Opportunities (RAIDO) for RWCSAT including Risk Register.
- h. In all cases, the Tenderer must ensure that their response is tailored to the RWCSAT contract.

Confidence Characteristics

64. The Tenderers response and proposed **Project Management Plan**;
- a. Explains the Project Management execution strategy and delivery approach they will use.
 - b. Contains a suitably robust and detailed Schedule which identifies the activities, tasks, and dates they identify as critical with high level resources and skills to achieve successful outcomes.
 - c. Demonstrates an understanding of the scope and complexity of the RWCSAT contract.
 - d. Describes the assumptions made and explains the dependencies identified.
 - e. Describes the project monitoring and controls they will use.
 - f. Describes the process they will use to openly manage risk.

- g. Includes a **Risk and Opportunity Management Plan (ROMP)** (To be included as part of the PMP) which records risks and opportunities in a register.
 - h. Identified risks are appropriately mitigated.
65. The Tenderer has tailored their response to the RWCSAT contract.

Scoring Guidance

66. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	The Tenderer’s approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Good Confidence (70%)	The Tenderer’s approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled. Any partial or alternative means of compliance will not affect capability, safety or cost and can be tolerated.
Moderate Confidence (30%)	The Tenderer’s approach/justification/evidence to this subject matter has met the requirement of the question in the main. However, there are some areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require intervention but are considered to be manageable without unacceptable cost, liability or effort by the Authority.
Low Confidence (0%)	Nil or inadequate response Based on the Tenderer’s approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

2.10 [EV10] Earned Value Management – 4.00%

Aim

67. To contract with a Tenderer who will ensure implementation of Project Controls Management System through life of the contract.

Background

68. As an earned value management system is considered best practise by the Authority this question evaluates proposed Project Controls to be set up and maintained through life of the contract to support the Authority’s Earned Value Management.

References

- a. [Earned Value Management: APM Guidelines \(2008\).](#)
- b. [Earned Value Management Handbook \(APM, 2013\).](#)
- c. [The Earned Value Management Compass \(APM,2010\).](#)

Evidence Required

69. The Tenderer is required to explain and justify in a single document with reference to their plans:
- a. Their approach to utilizing tools and processes to deliver Project Controls compliant with the Planning, Scheduling, Monitoring and Control (APM 2015).
 - b. Key documentation including detail of the processes to be employed, how performance data will be monitored and controlled and how it will be reported.
 - c. Provide examples of successful Project Controls deployment.

Confidence Characteristics

70. The Tenderer's response:
- Explains what tools and processes they will use to effectively manage the contract through life.
 - Identifies the risks associated with their strategy and has provided appropriate mitigation for each.

Scoring Guidance

71. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Good Confidence (70%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled.
Moderate Confidence (30%)	The Tenderer's approach/justification/evidence to this subject matter has met the requirement of the question in the main. However, there are some areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require managing.
Low Confidence (0%)	The Tenderer's approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of the question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority. These are however deemed manageable and resolvable either prior to contract award or once on contract and so do not warrant exclusion. OR Nil or inadequate response Based on the Tenderer's approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

2.11 [TS11] Transition to Service – 12.00%

Aim

72. To contract with a Tenderer who will ensure a smooth and as soon as practicable transition to the new RWCSAT service with no disruption to end user's operations.

Background.

73. Once the Transition Period is complete, the Tenderer must deliver the capability in full as described in the Statement of Requirement and supporting documents.

74. This question evaluates the quality of the strategy you have for the Transition Period and how the activities, tasks and deliverables you have identified will ensure the smooth transition into the RWCSAT service.

75. The Authority considers that the Issued Property and Government Furnished Facilities (GFF) (Schedule 10) should be assumed to be fully accessible by the incoming supplier at the close of the current Contract service period, and this may be an assumption of the received bids.

References

- a. Schedule 1: Statement of Requirements (Technical)
- b. Schedule 3: Acceptance Criteria
- c. Schedule 10 GFA Register

Evidence Required

76. The Tenderer is required to explain and justify in a single document with reference to their **Transition Management Plan (TMP)**:

- a. Their approach to deliver the transition phase post Contract Award for a formal service provision to commence within a period of three months and no longer than twelve months from that date, showing all key milestones towards completion (Transition into Service Milestones).
- b. A legible and coherent **WBS, WBS Dictionary** and **Contract Master Schedule** which must include the activities, tasks and dates they identify as critical with resources and skills to achieve key milestones and the transition to service and identify any opportunities that may accelerate the transition.
- c. Their readiness level to support achievement of Military Type Certification and complete Release to Service activities(RTS) required for the service to commence.
- d. How they will support a visual inspection of the Aircraft and associated Baseline Military Airworthiness Review (BMAR) at RAF Northolt to enable Authority Subject Matter Experts (SMEs) to inspect the air system to confirm it to be in good condition, complete and fit in every way for the purpose for which it is intended, complete with any Authority desired equipment, cockpit layout and systems as per Schedule 1: Statement of Requirement and Schedule 3: Acceptance Criteria prior to service commencement including a logistics demonstration if required.
- e. Their plan to provide the Aircraft complete with all equipment required by the Authority fully fitted and all supporting information and evidence required to support the Authority's Military certification procedures as per Schedule 1: Statement of Requirements at Northolt within 10 working days after the Acceptance Report is issued by the Authority for the service to commence.
- f. How they will resolve any issues if discovered during the physical inspection and BMAR process.
- g. The way in which they will communicate and coordinate with the end user and the Authority in the period leading up to the Entry into Service date.
- h. In all cases, the Tenderer must ensure that their answers are tailored to the RWCSAT contract.

77. The Contractor shall provide a **Transition Management Plan (TMP)** detailing the activities to implement the RWCSAT Capability (supplied within Tender response and updated 10 days following Contract Award standstill period) detailing how they will meet their proposed Transition into Service Milestones and commitment dates.

Confidence Characteristics

78. The Tenderer's response:
- a. Explains how they will manage;
 - i. The period immediately following Contract Award to achieve Service Commencement Date including provision of the primary aircraft complete with all fully fitted equipment & resources required by the Authority and Military Type Certified as per Schedule 1: Statement of Requirements, preferably

within twelve weeks after Contract Award and no longer than twelve months from that date.

ii. Delivery of the full-availability service support package.

- b. Explains how they will meet the Authority's acceptance criteria by demonstrating technical compliance against the requirement as part of ITT, deliver their Transition Management Plan (TMP), achieve Military Certification and Release to Service (RTS) clearances for the platform and associated equipment to enable a visual inspection of the system prior to service commencement.
- c. Contains a suitably robust and detailed transition schedule which identifies the activities, tasks, and dates they identify as critical with high level resources and skills to achieve successful transition outcomes. Particular emphasis should be placed on the level of detail within the schedule, and demonstrating how the schedule was created such that these can be assessed to determine the Authority's level of confidence in the feasibility of the schedule.
- d. Demonstrates an understanding of the scope, complexity and size of Transition activities required for this contract.
- e. Contains a workable communication plan to engage and involve the end users and the Authority.
- f. Identifies the initial risks associated with their strategy for the transition period and has provided appropriate mitigation for each.
- g. Demonstrates an understanding of the process and dependencies to support RTS.

Scoring Guidance

79. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Good Confidence (70%)	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the confidence characteristics sought is sufficiently detailed to demonstrate a competent understanding and provides details of how the requirements will be fulfilled.
Moderate Confidence (30%)	The Tenderer's approach/justification/evidence to this subject matter has met the requirement of the question in the main. However, there are some areas where either the level of risk to the Authority, the combination of issues or the lack of justification/evidence will require managing.
Low Confidence (0%)	The Tenderer's approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of the question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority. These are however deemed manageable and resolvable either prior to contract award or once on contract and so do not warrant exclusion. OR Nil or inadequate response Based on the Tenderer's approach/justification/evidence to this subject matter, the Authority does not have confidence in the Tenderers ability to successfully deliver in this area and reserves the right to reject the Tender.

2.12a [SE12a] Safety– Pass / Fail

Aim

80. To contract with a Tenderer who will provide and operate a safe solution in both the design and operation of the solution.

Background

81. The Authority needs to be assured that through life safety support to the equipment being delivered from project initiation to equipment disposal.

References

- a. Def Stan 00-056 Parts 1 Issue 8 and Part 2 Issue 6
- b. Def Stan 00-055 Issue 5

Evidence Required

82. The Tender is required to describe, with reference to their proposed RWCSAT **Safety Management Plan (SMP)**;

- a. How they will provide safe through life equipment support.
- b. How they will achieve conformance with DEFSTAN 00-056 Parts 1 Issue 8 and Part 2 Issue 6.
- c. How they will achieve conformance with DEFSTAN 00-055 Issue 5.

83. In all cases, the Tenderer must ensure that their response is tailored to the RWCSAT contract.

Confidence Characteristics

84. The Tenderer's response explains how they will ensure conformance to relevant safety Defence standards and guidance through life of the project from project initiation to equipment disposal.

Scoring Guidance

85. This question will be scored using confidence definitions below.

Score	Guidance
Pass	The Tenderer's approach/justification/evidence to this subject matter and the delivery of the Evidence Required (above) is sufficiently detailed to demonstrate a competent understanding of the requirement and provides details of how the Safety requirements for RWCSAT will be met
Fail	The Tenderer's approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of this question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority.

2.12b [SE12b] Environmental – Pass / Fail

Aim

86. To contract with a Tenderer who will provide and operate a safe solution with due consideration given to environmental factors in both the design and operation of the solution.

Background

87. The Authority needs to be assured that through life environmental support to the equipment being delivered from project initiation to equipment disposal.

References

- a. DEFCON 68
- b. ISO 14001:2015
- c. DEFCON 624

Evidence Required

88. The Tender is required to describe, with reference to their proposed **Environmental Management Plan (EMP)** and ISO 14001:2015 certificate;

- a. How they will provide sustainable through life equipment support.
- b. How they will meet the requirements of DEFCON 68 and DEFCON 624 at the latest issue.
- c. Net Zero Carbon Reduction Plan in-line with the requirements of Public Contracts Regulation 2015 (The Climate Change Act 2008 (2050 Target Amendment) Order 2019 ("NZ50")).

89. In all cases, the Tenderer must ensure that their response is tailored to the RWCSAT contract.

Confidence Characteristics

90. The Tenderer’s response explains how they will ensure conformance to relevant environmental Defence standards and guidance through life of the project from project initiation to equipment disposal.

Scoring Guidance

91. This question will be scored using confidence definitions below.

Score	Guidance
Pass	The Tenderer’s approach/justification/evidence to this subject matter and the delivery of the Evidence Required (above) is sufficiently detailed to demonstrate a competent understanding of the requirement and provides details of how the Environmental considerations for RWCSAT will be met
Fail	The Tenderer’s approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of this question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority.

2.13 [QY13] Quality – Pass / Fail

Aim

92. To contract with a Tenderer who will manage and deliver and manage an effective Quality process for RWCSAT throughout the life of the contract.

Background

93. It is vital that the Tenderer instil confidence that they will deploy and maintain an effective Quality Management System supported by fit for purpose processes that undergo internal assurance activity for RWCSAT. The organisations Quality Management System, quality policy and processes must be cascaded and complied with by all the Tenderers employees. Applicable NATO AQAP will flow down to the organisations subcontractors." The organisations RWCSAT deliverable Quality Management Plan (QMP) will state how quality is managed within the contract and detail assurance of its supply chain.

Requirements

- 94. DEF-Stan 05-135 Counterfeit Materiel (DEFCON 524a)
 - a. AQAP 2310
 - b. BS EN 9100 and 9110
 - c. AQAP 2105
 - d. DEFCON 602a
 - e. DEFCON 627
 - f. DEFSTAN 05-061 part 1
 - h. DEFSTAN 05-061 part 4
 - i. DEFSTAN 05-061 part 9
 - j. RA 4814 – Occurrence Reporting
 - k. RA 4815 – Maintenance Procedures and Safety and Quality Policy

Evidence Required

95. The Tenderer is required to provide a draft Quality Management Plan (QMP) applicable to the contract, and in accordance with AQAP 2105 when submitting

tender documentation. The draft QMP will not require authority acceptance, unlike the deliverable QMP provided at post contract award. The draft QMP will be used to determine and assess the Tenderers ability to manage quality within the contract that is specific to the contract deliverables. The post contract award deliverable QMP will an independent document but linked to the Project Management Plan and incorporate the scope of the contracted deliverables and scope of suppliers BS EN 9100 & 9110 certificate. Tenderers should describe this with reference to their proposed Quality Management Plan (QMP) provided (as a subset of the Project Management Plan and BS EN 9100 & 9110 certificate);

- a. How they will achieve Quality Assurance.
- b. Confirmation of or how they plan to achieve either BS EN 9100 or 9110 certifications (if not yet achieved) within a Potential Providers Plan.
- c. Why the Authority can have confidence that the agreed quality process will be cascaded and complied with by all the Tenderer’s employees and subcontractors.
- d. How they will maintain for the duration of the contract a certified Quality Management System to Amend to BS EN 9100 & 9110 recognised by a national accreditation body which covers the correct scope to deliver the RWCSAT contract.
- e. How their quality management system meets the requirements of this contract in accordance with AQAP 2310.
- f. Procedures to satisfy the requirements of Def-Stan 05-135 Counterfeit Material.
- g. AQAP 2105 highlights RISK throughout as key item that the QMP will need to focus on when detailing management of quality.

96. In all cases, the Tenderer must ensure that their response is tailored to the RWCSAT contract.

Confidence Characteristics

97. The Tenderer’s response explains how they will ensure conformance to relevant Quality standards through life of the project and present evidence of holding required certification valid for the duration of the contract.

Scoring Guidance

98. This question will be scored using confidence definitions below.

Score	Guidance
Pass	The Tenderer’s approach/justification/evidence to this subject matter and the delivery of the Evidence Required (above) is sufficiently detailed to demonstrate a competent understanding of the requirement and provides details of how the Quality Assurance considerations for RWCSAT will be met
Fail	The Tenderer’s approach/justification/evidence to this subject matter has areas of concern and only partially meets the requirement of this question. The approach/justification/evidence demonstrates either a lack of understanding or a reluctance to fully meet/deliver the entire needs of the Authority.

Insurance

2.14 [IE15] Insurance – Pass/Fail

Aim

99.To contract with a tenderer who will fulfil the insurance requirements for RWCSAT.

References

- a. Annex F to (Defence Form (DEFFORM) 47: Insurance Response Table.
- b. Schedule 11: Insurance.

Evidence Required

100. Tenderer is to provide a completed Insurance Response Table providing evidence to satisfy the Authority that they are able to obtain the appropriate insurance for RWCSAT. This response table is located at Annex F to DEFFORM 47.

Confidence Characteristics

101. The Tenderer must ensure that they complete the Insurance Response Table in full for the Authority to assess if provided evidence satisfies the requirement for the Contractor to be able to obtain the appropriate insurance for RWCSAT. Any additional information which is not specific to the contract being procured will not be considered.

Scoring Guidance

102. **Marking Scheme for insurer identity** - The insurer or insurers proposed by the Contractor against each class of insurance in the column headed “Insurer(s) identity (including any excess layer or co-insurers)” in the Insurance Requirements Table are considered by the Authority based on its professional judgement (which may include the judgement of its professional insurance advisers) to be a reputable insurer(s) of sufficient standing for the class of insurance and the location of the services in question taking into consideration matters including, but not limited to, ownership, management, operating environment, reinsurance protection, lines of business, profitability and business philosophy (a “Reputable Insurer”). This will be evaluated on a Pass/Fail basis and the insurer proposed by the Contractor in the Insurance Requirements Table for each category of insurance must be a Reputable Insurer to constitute a Pass.

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

104. **Amendments to Clause 11 and Schedule 11 of the Contract** - Any amendments the Contractor makes to Clause 11 and Schedule 11 other than the insertion of Reasonable Maximum Deductible Thresholds shall be assessed against the following criteria. The amendments will be assessed as a whole to determine the level of risk to the Authority in accordance with the Marking Scheme set out below.

Marking Scheme	Evaluation Guidance
Pass	No amendment to the Authority minimum insurance requirement other than the insertion of Reasonable Maximum Deductible Thresholds into Schedule 11 of the Contract. OR Amendment to the Authority minimum insurance requirement that is not considered to confer any adverse risk to the Authority or any material diminution in the required insurance cover of the Authority.
Fail	Amendment to the Authority minimum insurance requirement that is considered to confer some appreciable risk to the Authority or diminution in the required insurance cover of the Authority. OR Insufficient detail or is considered to leave gaps in the level or extent of insurance cover which exposes the Authority to significant adverse risk or significantly material diminution in the required insurance cover of the Authority. OR

Unmarked. The response table has not been completed.

2.15 [SV16] Social Value – 10.00%

Aim

105. To contract with a Tenderer who will consider social, economic, and environmental impact of the service and offer an opportunity to maximise Social Value benefits effectively and comprehensively through life of the contract.

Background

106. Social Value has a lasting impact on individuals, communities, and the environment. The Authority has an opportunity and responsibility to maximise benefits effectively and comprehensive through its commercial activity. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement. A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers' money.

107. As a result, the Social Value Model (SVM) has been created which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The SVM MACs are questions which relate to Social Value. The use of the SVM is mandatory in all central government procurements using Public Contracting Regulations (PCR) 2015 and Defence and Security Public Contracting Regulations (DSPCR) 2011 above financial threshold and exempt procurements.

Theme	Policy Outcome	MAC Reference	MAC Title	Weighting	
2	Tackling economic inequality	Increase supply chain resilience and capacity	3.5	Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.	50%
3	Fighting climate change	Effective stewardship of the environment	4.2	Influence staff, suppliers, customers, and communities through the delivery of the contract to support environmental protection and improvement.	25%
4	Equal opportunity	Tackle workforce inequality	6.1	Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.	25%

108. Defence is focusing on three, out of the five, priority Social Value themes that are most relevant for Defence: Tackling Economic Inequality, Fighting Climate change, and Equal Opportunity.

109. The Authority endeavours to apply the following SVM MAC to the RWCSAT procurement outcome:

110. Social Value benefits identified will be considered supplementary to the core deliverables of the contract.

References

- a. [Public Services \(Social Value\) Act 2012](#)
- b. [Sustainable Development Goals](#)
- c. [Equality Act 2010](#)
- d. Schedule 15: Performance Measurement and Incentivisation
- e. Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf
- f. Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf

g. Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf

h. Appendix 1 to Annex C: Model Award Criteria: Model Evaluation Questions

Evidence Required

111. The Authority endeavours to apply the following SVM MAC to the RWCSAT procurement outcome:

Theme	Policy Outcome	MAC Reference	MAC Title	
2	Tackling economic inequality	Increase supply chain resilience and capacity	3.5	Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.
3	Fighting climate change	Effective stewardship of the environment	4.2	Influence staff, suppliers, customers, and communities through the delivery of the contract to support environmental protection and improvement.
4	Equal opportunity	Tackle workforce inequality	6.1	Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce

112. Please use criteria explained within Scoring Guidance below and the information provided within the SVM to compile your responses to the SVM MAC and Model Evaluation Question (MEQ) asked. In compiling your answer, please refer to the SVM Quick Reference Table. Under Model Response Guidance for tenderers and evaluators examples of types of evidence the tender evaluators are looking for can be found.

113. The aim of the SVM MACs listed in Appendix 1 is to understand the Potential Providers Social Value Commitment that this procurement programme will provide within the geographical location(s) that is will be delivered from.

114. The Tenderer is required to provide, explain, and justify in a single document with reference to their plans for RWCSAT:

- a. Convincing arguments, including suitable evidence, of **What** their understanding of Social Value is, in relation to this procurement, and **How** they will instil confidence in the Authority in their ability to deliver against the Social Value requirements for this procurement.
- b. For each MAC Model Evaluation Question (MEQ) listed in Appendix 1 provide:
 - i. their 'Method Statement,' stating how they will achieve this and how their commitment meets the SVM Model Award Criteria (MAC), and
 - ii. a timed project plan and process, including how they will implement their commitment and by when. Also, how they will monitor, measure and report on their commitments/the impact of their proposals, including but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency

iii. how they will influence their: staff, supply chains, 3rd party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.

c. Alongside the Standard Reporting Metrics (SRM), Social Value Key Performance Indicators (KPIs) will be used within this contract. KPIs will be generated from the Potential Provider's social value response it is therefore important that measurable commits are included in the response (both commitments against the SRMs and other metrics as may be appropriate. KPIs will be agreed between the parties and included in the contract at Contract Award.

Confidence Characteristics

115. A list of some of the key response documents that the Authority would expect the Tenderer to provide is included above. However, within the overall limit of pages the Tenderer should supplement their written submission with other documents they consider will build confidence in their ability to maximise Social Value Commitments.

116. From the information provided, the evaluators will assess, Qualitatively, Tenderer's response, based on the information that they provide within their tender response.

117. Alongside their Commitments against the SRMs, the successful Potential Provider's method statement will form the basis of Key Performance Indicators and jointly managed throughout the life of the contract.

118. The Tenderers must ensure that they answer the SVM MACs asked. Any additional information which is not specific to the contract being procured will not be considered.

119. The Tenderers' responses are to set out the additional Social Value benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

Scoring Guidance

120. This question will be scored using confidence definitions below.

Confidence	Description
High Confidence (100%)	<p>Excellent: (exceeds all of the Model Award Criteria). The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> • Very good understanding of the requirements. • Excellent proposals demonstrated through relevant evidence. • Considerable insight into the relevant issues. • The response is also likely to propose additional value in several respects above that expected. • The response addresses the social value policy outcome and also shows in-depth market experience.
Good Confidence (70%)	<p>The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses the social value policy outcome and also shows good market experience.
Moderate Confidence (30%)	<p>The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> • Good understanding of the requirements. • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues.

	<ul style="list-style-type: none"> The response addresses most of the social value policy outcome and also shows general market experience.
Low Confidence (0%)	<p>The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> There is at least one significant issue needing considerable attention. Proposals do not demonstrate competence or understanding. The response is light on detail and unconvincing. The response makes no reference to the applicable sector but shows some general market experience. The response makes limited reference (naming only) to the social value policy outcome set out within the invitation. <p>OR</p> <p>Fail: the response completely fails to meet the required standard or does not provide a proposal.</p>

DEFFORM 47 Appendix 1 – Model Award Criteria: Model Evaluation Questions

Theme	Policy Outcome	Weighting	(As percentage of Social Value):
1	Tackling Economic Inequality	Increase supply chain resilience and capacity	MAC 3.5
	Model Evaluation Question (MEQ)	<p>Title: Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.</p> <p>The Authority asks that the Tenderer provides evidence on what they will deliver against MAC 3.5 for this procurement specifically, not what the Tenderer does in general. Using a maximum of 2 A4 pages describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria.</p> <p>Please include:</p> <ul style="list-style-type: none"> your 'Method Statement', stating how you will achieve this and how your commitment meets the Model Award Criteria, and a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> timed action plan use of metrics tools/processes used to gather data reporting feedback and improvement transparency <p>how you will influence your: staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.</p>	
	Sub-Criteria for MAC:	Manage cyber security risks	

		Model Response Guidance:	<p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> ● Understanding of risks affecting the contract, including those affecting the market, industry, sector and country (of origin or of source), and to identify the risks and ways of mitigating and managing them. ● Measures to mitigate and manage cyber security risks within the supply chain relating to the contract, including: <ul style="list-style-type: none"> ○ engaging with the supply chain to identify and build resilience against cyber security risks ○ actions to be taken to actively raise cyber security awareness. ● Commitment to adopting the required technical standards and best practice as a basis for appropriate cyber security controls (appropriate to the contract and risk profile), such as: <ul style="list-style-type: none"> ○ the '10 Steps To Cyber Security' advocated by the National Cyber Security Centre for establishing a cyber risk management regime. ○ more stringent cyber security measures in the supply chain where necessary, such as Cyber Essentials Plus certification, and having a specific cyber insurance policy for the contract. ○ NCSC Cloud Security Guidance ○ NCSC 14 Cloud Security Principles ○ Technology Code of Practice
		Illustrative examples:	
		Standard Reporting Metrics	<p>a. Number of companies in the supply chain under the contract with a current Cyber Essentials Plus certification. [where relevant]</p> <p>b. Number of companies in the supply chain under the contract to have adopted the National Cyber Security Centre's 10 steps. [where relevant]</p> <p>c. Percentage of all companies in the supply chain under the contract with a current Cyber Essentials Plus certification. [where relevant]</p> <p>d. Number of companies in the supply chain under the contract with a current Cyber Essentials Plus certification. [where relevant]</p> <p>e. Percentage of all companies in the supply chain under the contract to have adopted the National Cyber Security Centre's 10 steps. [where relevant]</p>
		Potential Provider's Response:	<p><i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The</i></p>

			<p>written submission should be in 11pt Arial to meet the response requirement.</p> <p>It should use a maximum of 2 A4 pages to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria.</p>

Theme	Policy Outcome	Weighting	(As percentage of Social Value):	25%	
2	Fighting Climate Change	Effective stewardship of the environment	MAC	4.2	Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement
		Model Evaluation Question (MEQ)	<p>The Authority asks that the Tenderer provides evidence on what they will deliver against MAC 4.2 for this procurement specifically, not what the Tenderer does in general.</p> <p>Using a maximum of 2 A4 pages describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria.</p> <p>Please include:</p> <ul style="list-style-type: none"> your 'Method Statement', stating how you will achieve this and how your commitment meets the Model Award Criteria, and a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> timed action plan use of metrics tools/processes used to gather data reporting feedback and improvement transparency how you will influence your: staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering. 		
		Sub-Criteria for MAC:	Influence environmental protection and improvement		
		Model Response Guidance:	<p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> • Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement. • Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it. 		

		Illustrative examples:	<ul style="list-style-type: none"> ○ Engagement to raise awareness of the benefits of the environmental opportunities identified. ○ Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives. ○ Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract. ○ Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives. ○ Volunteering opportunities for the contract workforce, e.g., undertaking activities that encourage direct positive impact.
		Standard Reporting Metrics	<p>Number of people-hours spent protecting and improving the environment under the contract, by UK region.</p> <ul style="list-style-type: none"> ● Number of green spaces created under the contract, by UK region. ● Annual: <ul style="list-style-type: none"> ○ Reduction in emissions of greenhouse gases arising from the performance of the contract, measured in metric tonnes carbon dioxide equivalents (MTCDE). ○ Reduction in water use arising from the performance of the contract, measured in litres. ○ Reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes.
		Potential Provider's Response:	<p><i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.</i></p> <p><i>It should use a maximum of 2 A4 pages to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria.</i></p>

Theme	Policy Outcome	Weighting	(As percentage of Social Value):	25%	
3	Equal Opportunity	Tackle workforce inequality	MAC	6.1	Title: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.
		Model Evaluation Question (MEQ)	The Authority asks that the Tenderer provides evidence on what they will deliver against MAC 6.1 for this procurement specifically, not what the Tenderer does in general. Using a maximum of 2 A4 pages describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria.		

		<p>Please include:</p> <p>your 'Method Statement', stating how you will achieve this and how your commitment meets the Model Award Criteria, and</p> <p>a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:</p> <ul style="list-style-type: none"> timed action plan use of metrics tools/processes used to gather data reporting feedback and improvement transparency <p>how you will influence your: staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.</p>
		<p>Sub-Criteria for MAC: Tackling inequality in the contract workforce</p>
		<p>Model Response Guidance: Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> ● Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors. ● Measures to tackle inequality in employment, skills and pay in the contract workforce.
		<p>Illustrative examples:</p> <ul style="list-style-type: none"> ○ Inclusive and accessible recruitment practices, and retention-focussed activities. ○ Offering a range of quality opportunities with routes of progression if appropriate, e.g., T Level industry placements, students supported into higher level apprenticeships. ○ Working conditions which promote an inclusive working environment and promote retention and progression. ○ Demonstrating how working conditions promote an inclusive working environment and promote retention and progression. ○ A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level. ○ Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions. ○ Using skill-based assessment tasks in recruitment. ○ Using structured interviews for recruitment and promotions. ○ Introducing transparency to promotion, pay and reward processes. ○ Positive action schemes in place to address under-representation in certain pay grades.

		<ul style="list-style-type: none"> ○ Jobs at all levels open to flexible working from day one for all workers. ○ Collection and publication of retention rates, e.g., for pregnant women and new mothers, or for others with protected characteristics. ○ Regular equal pay audits conducted.
		<p>Standard Reporting Metrics</p> <p>a) Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region.</p> <p>b) Number of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, by UK region.</p> <p>c) Total percentage of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the whole people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</p> <p>d) Number of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.</p> <p>e) Total percentage of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.</p> <p>f) Number of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.</p>
		<p>Potential Provider's Response:</p> <p><i>In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for. The written submission should be in 11pt Arial to meet the response requirement.</i></p> <p><i>It should use a maximum of 2 A4 pages to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria.</i></p>

**DEFFORM 47 APPENDIX 2 TO ANNEX C: SUPPLIER ASSURANCE QUESTIONNAIRE
(SAQ)**

Please refer to supporting document provided.

DEFFORM 47 ANNEX D – PRICE EVALUATION

Please refer to supporting document provided.

DEFFORM 47 APPENDIX 1 TO ANNEX D - PRICE ASSESSMENT MODEL

Please refer to supporting document provided.

DEFFORM 47 ANNEX E - ITT DELIVERABLES CHECKLIST

Please refer to supporting document provided.

DEFFORM 47 ANNEX F – INSURANCE RESPONSE TABLE

Class of Required Insurance	Period of policy / renewal frequency	Insurer(s) identity (including any excess layer or co-insurers)	Maximum Deductible each and every occurrence (NB. Confirm any aggregate deductible if applicable)	Tenderer confirmed agreement to the requirements of Clause 11 (Insurance Requirements) or set out areas of variance	Tenderer confirmed agreement to the requirements of Schedule 11 (Insurance) or set out areas of variance)
1. Third Party (Non-Aviation) Public Liability Insurance					
2. Aviation Third Party and Products Liability Insurance					
3. Aircraft Hull "All Risks" Insurance					
4. Aircraft Hull War Risks Insurance					
5. Insurances required by law: Employers' Liability Insurance Third Party Motor Insurance					