



Ministry
of Defence

Mr L Culshaw
Navy Commercial
Room 303
Building 1/080
Jago Road
HMNB Portsmouth
PO1 3LU

Telephone: 02392727472
Email: lee.culshaw100@mod.gov.uk

29 August 2019

Invitation to Negotiate
Reference No. 700003670

1. You are invited to submit a tender for the "Provision of Aircraft Engineering Support and Airfield Services at Royal Naval Air Stations (RNAS) Yeovilton and Culdrose" in competition in accordance with the attached documentation.
2. The requirement is set out in Schedule 2 (Statement of Requirements).
3. Funding has been approved. The total maximum budget is £26,425,933 (excluding VAT), should all Services be required for the maximum 5 ¼ years.
4. The anticipated date for the contract award decision is 18 June 2020. Please note that this is an indicative date and may change.
5. You must submit your initial Tender to arrive no later than 12:00 (midday) on 21 October 2019. Late Tenders will not be accepted. The tender must be submitted in two parts, as instructed in Section E. You must attach the enclosed DEFFORM 28 - Tender Return Label to the outer packaging of your Tender when you submit your hard copy to the Authority. A copy must also be submitted online using AWARD, in line with guidance at Annex E.
6. The Hard Copy tender must include one paper and one CD copy of your whole tender, separated into Commercial, Financial and Technical sections. The Technical section must not contain any pricing entries.
7. You may raise questions about the tender and the requirement via AWARD, in line with guidance at Annex E. The deadline for asking questions is 29 September 2019.
8. Please note that any Contract Award will be subject to obtaining all required accreditations and providing a Guarantee, if requested, prior to Service Commencement Date.

Yours faithfully

Lee Culshaw
Commercial Manager

List of Suppliers Invited to Submit a Tender for ITN No. 700003670

Supplier Name	Supplier Address
Affinity Flying Services Limited	Hangar 29 RAF Cranwell Sleaford NG34 8HB
Babcock Aerospace Limited	33 Wigmore Street Marylebone London W1U 1QX
BAE Systems (Operations) Ltd	Warwick House PO Box 87 Farnborough Aerospace Centre Farnborough GU14 6YU
Leonardo MW Ltd	Sigma House Christopher Martin Road Basildon SS14 3EL
Morson Human Resources Limited	Adamson House Centenary Way Salford M50 1RD
Serco Limited	Serco House 16 Bartley Wood Business Park Bartley Way Hook RG27 9UY

DEFFORM 47 – INVITATION TO NEGOTIATE

THIS PAGE IS INTENTIONALLY BLANK

**Invitation to Negotiate for
700003670 –
Provision of Aircraft Engineering Support and
Airfield Services at Royal Naval Air Stations (RNAS)
Yeovilton and Culdrose**

Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation to Negotiate. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction
 - DEFFORM 47 Definitions
 - Purpose
 - ITN Documentation and ITN Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Other Information
 - Section B – Key Tendering Activities
 - Section C – Instructions on Preparing Tenders
 - Tenders for Selected Contractor Deliverables
 - Construction of Tenders
 - Validity
 - Variant Bids
 - Section D – Tender Evaluation
 - Section E – Instructions on Submitting Tenders
 - Submission of your Tender
 - Samples
 - Section F – Conditions of Tendering
 - Conforming to the Law
 - Bid Rigging and Other Illegal Practices
 - Conflicts of Interest
 - Government Furnished Assets
 - Standstill Period
 - Publicity Announcement
 - Sensitive Information
 - Reportable Requirements
 - Specific Conditions of Tendering
 - DEFFORM 47 Annex A – Tender Submission Document (Offer)
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
 - DEFFORM 47 Annex B – Commercial Submission and Evaluation
 - DEFFORM 47 Annex C – Financial Submission and Evaluation
 - DEFFORM 47 Annex D – Technical Submission and Evaluation
 - DEFFORM 47 Annex E – AWARD Submission
 - DEFFORM 47 Annex F – Negotiations
 - DEFFORM 47 Annex G – Tenderers Conference (Site Visits)
 - DEFFORM 47 Annex H – TUPE Information

- DEFFORM 47 Annex I – Cyber Risk Assessment
- DEFFORM 47 Annex J – Insurance Requirements
- DEFFORM 47 Annex K – Contractor's Commercially Sensitive Information
- DEFFORM 47 Annex L – Tender Return Label
- Contract Documents. The draft Schedules will form the Contract following Contract Award and on incorporation of the Winning Tenderers management plans. These are:
 - Terms & Conditions
 - Schedule 1 – Definitions
 - Schedule 2 – Statement of Requirements
 - Schedule 3 – Price and Payment
 - Schedule 4 – Performance
 - Schedule 5 – Governance
 - Schedule 6 – Change
 - Schedule 7 – Government Furnished Assets
 - Schedule 8 – Security
 - Schedule 9 – Transfer Regulations
 - Schedule 10 – Implementation Management
 - Schedule 11 – Safety Management
 - Schedule 12 – Risk Management
 - Schedule 13 – Asset Management
 - Schedule 14 – Quality Management
 - Schedule 15 – Business Management
 - Schedule 16 – Continuity Management
 - Schedule 17 – Exit Management
 - Schedule 18 – Insurance
 - Schedule 19 – Tenancy
 - Schedule 20 – Guarantee

Section A - Introduction

Definitions

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

Purpose

- A11. The purpose of this ITN is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:
- a. tender process and timetable for the next stages of the procurement;
 - b. instructions and conditions that govern this competition;
 - c. information you must include in your Tender and the required format;
 - d. administrative arrangements for the receipt and evaluation of Tenders; and e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
- A12. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A13. This ITN has been issued to all potential Tenderers that were chosen during the supplier selection stage.

A14. The requirement was advertised by the Authority in the DCO dated 30 April 2019 with reference to the requirement for "Provision of Aircraft Engineering Support and Airfield Services at Royal Naval Air Stations (RNAS) Yeovilton and Culdrose" following the Negotiated Procedure under the DSPCR 2011.

ITN Documentation and ITN Material

A15. ITN Documentation means any information in any medium or form (for example drawings,

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

- a. take responsibility for the safe custody of the ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITN Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITN;
- c. seek written approval from the Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITN Documentation, (or use beyond the original purpose), or further use of ITN Documentation or ITN Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately return all ITN documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITN Documentation and ITN Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

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

Tender Expenses

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

Material Change of Control from Supplier Selection

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

Contract Conditions

A19. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Acquisition System Guidance \(ASG\)](#).

Consultation with Credit Reference Agencies

A20. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Other Information

A21. The Tenderers' attention is drawn to the following other information:

Section B – Key Tendering Activities

The key dates for this procurement are subject to change but anticipated to be as follows:

Stage	Dates(s)
Invitation to Negotiate Issue	29 August 2019
Initial Tender Completion	30 August 2019 to 20 October 2019
Tenderers Conference (Site Visits)	25 to 26 September 2019
Final date for initial Clarification Questions and Requests for Extension to initial tender return date ¹	29 September 2019
The Authority issues initial Clarification Answers	7 October 2019
Initial Tender Return	21 October 2019
Initial Tender Evaluation	22 October 2019 to 17 November 2019
Initial Tender Result	18 November 2019
Negotiations	19 November 2019 to 16 December 2019
Final Tender Completion	17 December 2019 to 27 January 2020
Final date for final Clarification Questions and Requests for Extension to final tender return date ¹	12 January 2020
The Authority issues final Clarification Answers	17 January 2020
Final Tender Return	28 January 2020
Final Tender Evaluation	29 January 2020 to 3 March 2020
MoD Approvals	4 March 2020 to 18 June 2020
Contract Award Decision	19 June 2020
Standstill Period	20 to 29 June 2020
Contract Award	30 June 2020
Transition / Implementation Period	1 July 2020 to 31 December 2020
Service Commencement	1 January 2021

Notes

1. The Tenderer must make requests for an extension via AWARD, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

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

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price.

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

Validity

C4. In accordance with F3 your Final Tender must be valid / open for acceptance for one hundred and eighty (180) calendar days from the Final Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

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

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

Section D – Tender Evaluation Criteria

This section details how Tenders will be evaluated. The individual commercial, financial and technical elements of the evaluation are detailed in Annexes B, C and D. Negotiations are detailed at Annex F. The Authority will use the AWARD online evaluation tool for submission and evaluation of tenders, as detailed at Annex E.

The objective of the tender competition is to select the Most Economically Advantageous Tender (MEAT) for the Authority. The competition will comprise of three stages:

1. initial tender submission and evaluation
2. negotiations
3. final tender submission and evaluation

Tender evaluations will be split into three separate elements, which will each be evaluated independently:

- a. commercial evaluation
- b. financial evaluation
- c. technical evaluation

Tenderers will be invited to submit an initial tender, which will be evaluated and given an initial total score. Tenderers will be notified of their initial score and relative standing within the competition along with any relevant feedback from the initial evaluation. Following this, Tenderers will be invited to negotiation sessions during which any parts of the tender that do not meet the commercial, financial and/or technical requirements can be discussed. After all negotiation sessions have been completed, Tenderers will be invited to submit a final tender. These will then be subject to a final evaluation. For the final evaluation, Tenders must meet all commercial, financial and technical requirements to be considered fully compliant and receive a final total score. Any final tender which is considered non-compliant for any element will be excluded from the competition. Compliant final tenders will be evaluated and given a final score.

Commercial, financial and technical evaluation criteria are detailed in Annexes B, C and D. The same criteria will be evaluated at both the initial and final evaluation stages. Tenderers that are considered non-compliant against any criteria will only be excluded from the competition at the final evaluation stage. Any tenderer which is considered non-compliant for any element of the initial evaluation will still be invited to negotiate and submit a final tender.

After both the initial and final evaluations, Tenderers will be provided with the following information:

- their total scores;
- their relative standing within the competition;
- whether they have been considered compliant or non-compliant for commercial, financial and technical elements;
- their marks and points against each of the evaluation criteria;
- any relevant feedback which will allow the Tenderer to improve their final tender or tenders for future procurements

MEAT will be assessed on the basis of a 70% / 30% split between technical / financial elements. The overall evaluation will be a score out of 100 (as this represents 100% of the total score available).

A maximum technical score of 70 is available from the technical evaluation, as detailed in Annex D. A maximum financial score of 30 is available from the financial evaluation, as detailed in Annex C. Technical and financial scores will be added together to give a total score.

Scores will be rounded to four decimal places.

The Tenderer that receives the highest total score from a fully compliant final tender will be considered to be the Winning Tenderer.

In the event that multiple Tenderers achieve the exact same highest total score from a fully compliant final tender, then the Tender with the lowest price will be considered to be the Winning Tenderer. In the event that multiple Tenderers achieve the exact same highest total score from a fully compliant final tender and have the exact same price, the Authority reserves the right to request those, and only those, tenderers to submit final and best offers, with the lowest price offer considered to be the Winning Tenderer.

Tenders will be evaluated based on the contents of the tender only.

The following table indicates which draft Schedules will require Tenderers input and what should be included with Tender submissions:

Terms & Conditions	For information purposes only
Schedule 1 (Definitions)	For information purposes only
Schedule 2 (Statement of Requirements)	For information purposes only
Schedule 3 (Price & Payment)	Tenderers to complete pricing matrix
Schedule 4 (Performance)	For information purposes only
Schedule 5 (Governance)	For information purposes only
Schedule 6 (Change)	For information purposes only
Schedule 7 (Government Furnished Assets)	For information purposes only
Schedule 8 (Security)	For information purposes only
Schedule 9 (Transfer Regulations)	For information purposes only
Schedule 10 (Implementation Management)	Tenderers to submit requested plan(s)
Schedule 11 (Safety Management)	Tenderers to submit requested plan(s)
Schedule 12 (Risk Management)	Tenderers to submit requested plan(s)
Schedule 13 (Asset Management)	Tenderers to submit requested plan(s)
Schedule 14 (Quality Management)	Tenderers to submit requested plan(s)
Schedule 15 (Business Management)	Tenderers to submit requested plan(s)
Schedule 16 (Continuity Management)	Tenderers to submit requested plan(s)
Schedule 17 (Exit Management)	Tenderers to submit requested plan(s)
Schedule 18 (Insurance)	Tenderers to complete insurance matrix
Schedule 19 (Tenancy)	For information purposes only
Schedule 20 (Guarantee)	For information purposes only – Guarantee to be provide if required on Contract Award

Evaluation Scoring Example

The following table provides an example of how tenders may be scored and is for illustrative purposes only.

Criteria	Weight / Maximum	Threshold	Tender 1 Mark	Tender 1 Points	Tender 2 Mark	Tender 2 Points	Tender 3 Mark	Tender 3 Points	Tender 4 Mark	Tender 4 Points	Tender 5 Mark	Tender 5 Points	Tender 6 Mark	Tender 6 Points
1	6.37%	75	100	6.3700%	100	6.3700%	75	4.7775%	75	4.7775%	50	3.1850%	100	6.3700%
2	6.37%	75	100	6.3700%	75	4.7775%	75	4.7775%	100	6.3700%	100	6.3700%	75	4.7775%
3	6.37%	75	75	4.7775%	100	6.3700%	75	4.7775%	75	4.7775%	100	6.3700%	75	4.7775%
4	5.24%	25	50	2.6200%	100	5.2400%	75	3.9300%	100	5.2400%	100	5.2400%	75	3.9300%
5	3.75%	25	100	3.7500%	25	0.9375%	75	2.8125%	75	2.8125%	100	3.7500%	75	2.8125%
6	8.61%	75	75	6.4575%	75	6.4575%	75	6.4575%	75	6.4575%	100	8.6100%	50	4.3050%
7	2.62%	25	25	0.6550%	75	1.9650%	100	2.6200%	75	1.9650%	100	2.6200%	50	1.3100%
8	5.99%	75	100	5.9900%	75	4.4925%	75	4.4925%	75	4.4925%	100	5.9900%	75	4.4925%
9	4.87%	25	75	3.6525%	75	3.6525%	75	3.6525%	100	4.8700%	100	4.8700%	100	4.8700%
10	4.87%	25	75	3.6525%	25	1.2175%	75	3.6525%	75	3.6525%	100	4.8700%	75	3.6525%
11	4.12%	25	100	4.1200%	100	4.1200%	75	3.0900%	100	4.1200%	100	4.1200%	50	2.0600%
12	5.24%	75	75	3.9300%	75	3.9300%	100	5.2400%	100	5.2400%	100	5.2400%	75	3.9300%
13	3.75%	25	50	1.8750%	100	3.7500%	25	0.9375%	100	3.7500%	100	3.7500%	75	2.8125%
14	3.75%	25	100	3.7500%	100	3.7500%	50	1.8750%	50	1.8750%	100	3.7500%	75	2.8125%
15	4.49%	25	100	4.4900%	100	4.4900%	50	2.2450%	100	4.4900%	100	4.4900%	75	3.3675%
16	4.49%	25	50	2.2450%	75	3.3675%	75	3.3675%	75	3.3675%	100	4.4900%	25	1.1225%
17	5.24%	25	75	3.9300%	50	2.6200%	50	2.6200%	75	3.9300%	100	5.2400%	50	2.6200%
18	3.75%	25	75	2.8125%	75	2.8125%	75	2.8125%	75	2.8125%	100	3.7500%	50	1.8750%
19	4.49%	25	100	4.4900%	100	4.4900%	75	3.3675%	100	4.4900%	100	4.4900%	50	2.2450%
20	5.62%	75	100	5.6200%	75	4.2150%	75	4.2150%	75	4.2150%	50	2.8100%	100	5.6200%
A				Pass		Pass		Pass		Pass		Pass		Pass
Technical Points	100.00%		Technical Points	81.5575%	Technical Points	79.0250%	Technical Points	71.7200%	Technical Points	83.7050%	Technical Points	94.0050%	Technical Points	69.7625%
Technical Score	70.00%		Technical Score	57.0903%	Technical Score	55.3175%	Technical Score	50.2040%	Technical Score	58.5935%	Technical Score	0.0000%	Technical Score	48.8338%
Technical Compliance			Technical Compliance	Pass	Technical Compliance	Pass	Technical Compliance	Pass	Technical Compliance	Pass	Technical Compliance	Fail	Technical Compliance	Pass
Commercial Compliance			Commercial Compliance	Pass	Commercial Compliance	Pass	Commercial Compliance	Fail	Commercial Compliance	Pass	Commercial Compliance	Pass	Commercial Compliance	Pass
Lowest Price	£20,018,222		Lowest Price	£29,578,525	Lowest Price	£23,942,789	Lowest Price	£19,999,898	Lowest Price	£26,178,598	Lowest Price	£25,975,356	Lowest Price	£20,018,222
Financial Score	30.00%		Financial Score	0.0000%	Financial Score	25.0826%	Financial Score	30.0275%	Financial Score	22.9404%	Financial Score	23.1199%	Financial Score	30.0000%
Financial Compliance			Financial Compliance	Fail	Financial Compliance	Pass	Financial Compliance	Pass	Financial Compliance	Pass	Financial Compliance	Pass	Financial Compliance	Pass
Total Score	100.00%		Total Score	0.0000%	Total Score	80.4001%	Total Score	0.0000%	Total Score	81.5339%	Total Score	0.0000%	Total Score	78.8338%

Tender 1 is financially non-compliant as their price is above the funding available.

Tender 2 is fully compliant.

Tender 3 is commercially non-compliant as it did not meet all the commercial requirements. Although it had the lowest submitted price this is not included in the scoring calculations as the tender is non-compliant.

Tender 4 is the Winning Tenderer as it is fully compliant and has the highest combined technical and financial score

Tender 5 is technically non-compliant as it did not meet the threshold on two of the technical criteria. Although it had the maximum points on all other criteria overall it is considered that they cannot meet two of the prime requirements so are not suitable.

Tender 6 is fully compliant and has the lowest price from a fully compliant tender.

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Tender submission must be made online via AWARD and by hard copy. Both submissions must be identical and both must be received before the deadline.

Further guidance on submitting online using AWARD is at Annex X.

Hard Copy Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. You must provide paper/CD unpriced and paper/CD priced copies of your Tender and copies of supporting documents.

The Authority reserve the right to reject any Tender received after the stated date and time. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.

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

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

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

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

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

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

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

Samples

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

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

E10. You should send any samples to the named Commercial Officer after the Tender return date.

E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.

E12. Samples that are consumed will not be returned.

Section F – Conditions of Tendering

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

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

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

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

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

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

remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

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

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

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

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

Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this 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 that GFA from the named Commercial Officer.

Standstill Period

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill

period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day it extends to midnight at the end of the next working day.

Publicity Announcement

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

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

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

Sensitive Information

F14. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross- governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material 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 MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

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

Reportable Requirements

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

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

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

Specific Conditions of Tendering

F20. The Tenderers' attention is drawn to the following:

- a. Contract Award will be dependent upon the Winning Tenderer:
 - providing a Parent Company or Bank Guarantee, if requested;
 - holding ISO9001 and ISO14001 (or equivalents) or obtaining by Service Commencement Date;
 - holding a BFCV Operator's License or obtaining by Service Commencement Date;
 - holding at least provisional List X status by final Tender return and obtaining full List X status by Service Commencement Date, for any site at which it will hold SECRET classified information.

If the Winning Tenderer is unable to meet any of the above, the Authority retains the right to consider the tenderer non-compliant and award the Contract to the next highest placed Tenderer.

- b. Contractor to Contractor TUPE may apply on Contract Award. TUPE information is provided at Annex H.
- c. A Cyber Risk Assessment has been raised. Assessment details are provided at Annex I.
- d. An IR35 employment status check has been completed and the intermediaries legislation does not apply to this engagement.
- e. Some Merlin and helicopter equipment, Wildcat helicopter equipment and Ground / Aircraft Support Equipment (GSE/ASE) is subject to the United States International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR) Subject to Contract, the Winning Tenderer is to provide data required to enable approval for their personnel to provide services relating to that equipment as identified in Schedule 2. Failure to provide data required by the Authority may preclude full delivery of those services and will be subject to the Performance Management measures as detailed in Schedule 3 and Schedule 4.

DEFFORM 47 ANNEX A – TENDER OFFER

THIS PAGE IS INTENTIONALLY BLANK

Tender Ref No. 700003670 **Ministry of Defence**

Tender Submission Document (Offer)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert: a. Registration No b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by the Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes / No	
Have you 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 Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/matrices?			Yes / No / Not Required	
Are you a Small Medium Enterprise (SME)?			Yes / No	

Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No		
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No		
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A		
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No		
Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement?	Yes* / No		
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council?	Yes* / No		
Have you attached The Bank/Parent Company Guarantee?	Yes* / No / Not Required		
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required		
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required		
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).			
Tenderer's Declaration of Compliance with Competition Law			
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <p>a. the offered price has not been divulged to any Third Party,</p> <p>b. no arrangement has been made with any Third Party that they should refrain from tendering,</p> <p>no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,</p> <p>d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and</p> <p>e. no arrangement has been made with any Third Party otherwise to limit genuine competition.</p> <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>			
Dated this day of Year			
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Signature: (Must be original) </td> <td style="width: 50%; vertical-align: top;"> In the capacity of (State official position e.g. Director, Manager, Secretary etc.) </td> </tr> </table>		Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)		
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of:	Postal Address: Telephone No: Registered Company Number:		

Information on Mandatory Declarations

Part Tender

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

Minimum Order Quantities

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

IPR - Restrictions

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

4. If you have answered 'Yes' in Annex A (Offer) as directed by para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclosure the Contractor Deliverable, including export restrictions. In particular, you must identify:

a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;

b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;

d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any 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.

6. If you have previously provided information under paragraphs 4 and 5 you

can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

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

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

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

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

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

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms 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 Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

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

14. For the purpose of this competition, for any deliverables not yet imported into the

EU, 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.

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

Sub-Contracts Form 1686

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

Small and Medium Enterprises

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; 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 subcontractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).

19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#).

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

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

Transparency, Freedom of Information and Environmental Information Regulations

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

22. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form, explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

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

Electronic Purchasing

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

Change of Circumstances

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

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Military Aviation Authority (MAA) Requirements

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

Bank or Parent Company Guarantee

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

The Armed Forces Covenant

30. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community.

The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

31. The Covenant's two principles are that:

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

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

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

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

Email address: employerrelations@rfca.mod.uk

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

34. Paragraphs 30 - 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

THIS PAGE IS INTENTIONALLY BLANK

ANNEX B – COMMERCIAL SUBMISSION AND EVALUATION

THIS PAGE IS INTENTIONALLY BLANK

Commercial Submission

Within the commercial section of their Tenders, Tenderers should include the following:

- Statement confirming both copies of Tender (Online submission via AWARD and Hard Copy to Tender Board) are identical and Technical responses contain no prices.
- Completed DEFFORM 47 Annex A, signed with an original ink signature in the Hard Copy.
- Statement confirming acceptance of Terms & Conditions and associated Contract Schedules – at initial tender return, Tenderers may highlight any concerns they have with Terms and/or Schedules or indicate their interpretation of Terms and/or Schedules. If there are specific Terms which Tenderers are not prepared to accept, these must be identified at initial tender return and may be considered for discussion during Negotiations. If Tenderers are proposing amendments to any specific Terms and/or Schedules, these should be drafted in a way that, if accepted, would fit into the Contract with minimal amendment and are unambiguous and enforceable with links to all related Terms and/or Schedules.
- Statement confirming a Bank or Parent Company Guarantee will be provided on Contract Award, if requested.
- Statement confirming TUPE data has been accepted.
- Statement advising if there is any intent to occupy any of the Authority provided facilities – Draft Heads of Terms is included with Schedule 19, Tenderers only need to indicate if they are considering using the facilities listed, any final arrangements would be confirmed on Contract Award.
- Statement identifying the site at which Tenderer intends to hold any SECRET classified information and confirmation that the site holds full List X status. If site does not hold full List X status, confirmation that it will hold provisional List X status by final Tender return and will be able to achieve full List X status by Service Commencement Date.
- Statement confirming Tenderer holds or will obtain any necessary accreditations by Service Commencement Date.
- Copy of Supplier Assurance Questionnaire (which has been completed online) and a Cyber Implementation Plan (if the SAQ identifies that this is required).
- Completed DEFFORM 539A.
- Completed DEFFORM 68.
- Details of any assumptions and dependencies within the Tender.

Commercial Evaluation Criteria

The commercial evaluation will be undertaken independently to the Financial and Technical evaluations.

The commercial evaluation will be assessed on a pass/fail basis.

If a Tenderer receives a pass for each individual criteria, the Tender will be considered commercially compliant.

If a Tenderer receives a fail for any individual criteria, the Tender will be considered commercially non-compliant.

Any Tender which is considered commercially non-compliant at the initial tender stage will be required to meet all commercial requirements at final tender stage. Any Tender which is considered commercially non-compliant at the final tender phase will be excluded from the competition.

The commercial evaluation will consider if the following criteria have been met:

Tender received by deadline	Both copies of Tender (Online submission via AWARD and Hard Copy to Tender Board) were received by the Tender deadline
Tender submissions are identical	Tenderer has confirmed both copies of Tender (Online submission via AWARD and Hard Copy to Tender Board) are identical
DEFFORM 47 Annex A completed	Annex A of DEFFORM 47 has been submitted and signed with an original ink signature
Pricing Schedule completed	Tenderers have completed Pricing Schedule to confirm firm prices for each requirement for each year
Terms & Conditions accepted	Tenderer has accepted all Terms & Conditions of Contract and all associated Schedules
Technical response completed	All Technical evaluation questions have been answered and contain no pricing information
Contractor management plans submitted	Tenderer has submitted all Contractor management plans as requested in Schedules 10 through 17
Insurance table completed	Tenderer has submitted the Insurance Response Table
Company Guaranteed agreed	Tenderer has confirmed they can provide a Bank or Parent Company guarantee on Contract Award, if requested
TUPE data accepted	Tenderer has confirmed they have accepted any TUPE requirements that may apply
Intent to occupy indicated	Tenderer has indicated if they intend to occupy the Authority provided facilities
List X status confirmed	Tenderer has confirmed they hold full List X status or will be able to obtain full List X status by Service Commencement Date
Accreditations will be in place	Tenderer has confirmed that any accreditations required to deliver the Services will be held by Service Commencement Date
Cyber Risk SAQ completed	Supplier Assurance Questionnaire and Cyber Implementation Plan (if required) have been submitted.
DEFFORM 539A	DEFFORM 539A submitted to confirm any Commercially Sensitive Information
DEFFORM 68	DEFFORM 68 submitted to confirm any hazardous materials
Assumptions & Dependencies Identified	Tenderer has clearly identified any assumptions and dependencies within their Tender and these are not considered to materially affect delivery of the requirement

Please note that although the Commercial evaluation will assess if all Contractor Management Plans have been submitted in a format that would be suitable for inclusion within the Contract, the Technical content of those plans will only be assessed within the Technical evaluation.

ANNEX C – FINANCIAL SUBMISSION AND EVALUATION

THIS PAGE IS INTENTIONALLY BLANK

Financial Submission

Tenderers should complete the Pricing Matrix to indicate their prices for each set of requirements for each month. This will then calculate the Tenderers total Contract Price. The total Contract Price figure must be entered on DEFFORM 47 Annex A. This should represent the maximum cost for all Services set out in the Statement of Requirements, should they all be required for the full duration of the Contract, including the optional period. Tenders will be compared based on this Total Contract Price figure.

The Pricing Matrix has separate tabs for the six Contract Periods:

Contract Period 1 – 01/01/21 to 31/03/21

Contract Period 2 – 01/04/21 to 31/03/22

Contract Period 3 – 01/04/22 to 31/03/23

Contract Period 4 – 01/04/23 to 31/03/24

Contract Period 5 – 01/04/24 to 31/03/25

Contract Period 6 – 01/04/25 to 31/03/26 (the optional period)

For each Contract Period the pricing matrix has been split into 33 separate lines. These are identified as Payment Serials and each Payment Serial relates to one or more of the Services to be delivered in the Statement of Requirements. The SOR references tab indicates which services relate to which Payment Serial and, therefore, which services the specific price to be entered will cover.

Each Payment Serial line should be completed for each month. This will then calculate a total monthly sum for delivery of all Services for each Contract Period, including the optional period.

Sections 6, 7, 8a and 9 of the Statement of Requirements are not yet confirmed as being required at Service Commencement Date. These are therefore being included in the financial evaluation as costed optional services. The Authority will confirm if these services are required on Contract Award.

As funding for the services is allocated from separate budgets, specific sections of the Schedule of Requirements have maximum limits for each Contract Period. The maximum amounts for each set of Payment Serials for each Contract Period has been indicated on the Pricing Matrix. Tenderers should ensure that their totals for each Contract Period for each of these sections remains within the limits indicated. The Contract Price calculation table on the Pricing Matrix will highlight in red if a section budget has been exceeded.

The Pricing Matrix also allows Tenderers to indicate hourly rates for any services that may be required in addition to those covered within the Statement of Requirements.

All costs associated with implementation and management of the Services should be included within the monthly prices.

All entries should be Firm Prices and entered in £ (GBP) to two decimal places.

Should any exclusions, assumptions, dependencies or caveats apply to any of the Firm prices entered in the Pricing Matrix, these exclusions, assumptions, dependencies or caveats should be clearly indicated in the tender.

Financial Evaluation Criteria

The financial evaluation will be undertaken independently to the Commercial and Technical evaluations.

The financial evaluation will be assessed on a scored basis.

If a Tenderers total price is within the approved funding and the Pricing Matrix has been completed in full, the Tender will be considered financially compliant.

If a Tenderer provides a total price that is higher than the indicated funding, either in total of for any Section in any Contract Period, or if the Pricing Matrix is incomplete, the Tender will be considered financially non-compliant.

Any tender that has a total price which is considered to be artificially or unrealistically low, or which has exclusions, assumptions, dependencies or caveats that are unacceptable to the Authority, may be deemed financially non-compliant.

Any Tender which is considered financially non-compliant at the initial tender stage will be required to conform to the financial requirements at final tender stage. Any Tender which is considered financially non-compliant at the final tender phase will be excluded from the competition.

The financial evaluation will constitute 30% of the overall evaluation score. Each Tenderer will be ranked in a table from lowest to highest based on their total Contract Price. A financial score of 30 will be allocated to the compliant tender with the lowest price. The financial score of the other compliant tenders will be calculated using a percentage (%) difference method between the lowest price and their price (as illustrated in the evaluation scoring example in Section D and below).

$$Tender\ Price\ Score = Price\ Weighting \times \left[2 - \frac{Tender\ Price}{Lowest\ Tender\ Price} \right]$$

Financial Pricing Matrix

Payment Serial	SOR Ref	Services/Requirement
Section 1 Support to Merlin Helicopter Force (MHF) at Royal Naval Air Station Culdrose		
1	1.a	Provide non-deployable aircraft maintenance, servicing and defect rectification support to Merlin Helicopter Force (MHF).
2	1.b	Provide management of Aircraft Support Equipment (ASE), Aircraft Specialist Support Equipment (ASSE) and Helicopter Underslung Lifting Equipment (HUSLE) across all Merlin Helicopter Force (MHF) sites.
3	1.c	Provide oversight and management of logistics supply chain function on 824 NAS.
4	1.d	Provide management of Squadron authorisations, including collation and issue to 824 NAS Air Engineer Officer (AEO) for final approval and signature.
5	1.e	Provide a Data Integrity (DI) solution for Merlin Mk2/ Crownsnest aircraft and uninstalled assets as part of the Merlin Engineering Records Integrity Team (MERIT).
6	1.f	Carry out Military Airworthiness Reviews (MARs) and data gathering for all aircraft types under the responsibility of Culdrose Duty Delivery Holder (DDH).
1	1.g	Provide safety reporting.
1	1.h	Provide management information.
Section 2 Support to Wildcat Maritime Force (WMF) at Royal Naval Air Station Yeovilton		
7	2.a	Provide aircraft maintenance, servicing and defect rectification support to 815 Naval Air Squadron (NAS) and 825 NAS.
7	2.b	Provide safety reporting.
7	2.c	Provide management information.
Section 3 Off-Aircraft Engineering Support at Royal Naval Air Station Yeovilton		
8	3.a	Provide management, maintenance and storage/custody of Aircraft/ Ground Support Equipment (ASE/GSE), Operational Support Machinery Equipment (OSME) and Miscellaneous Equipment.
8	3.b	Manage logistics and act as loan holder to meet the maintenance, servicing and defect rectification requirements and act as a stockholding site.
8	3.c	Provide, manage and enact a rolling 5-year, fully-costed OSME replacement programme.
8	3.d	Operate and control Management Information Systems (MS) to manage ASE/GSE.
8	3.e	Provide familiarisation briefs in support of formal training.
8	3.f	Provide management, maintenance, servicing and defect rectification and control of tools and test and measurement equipment (TME) held for all OAES outputs.
9	3.g	Provide aircraft battery charging and maintenance, servicing and defect rectification services under a Maintenance-Approved Organisation Scheme (MAOS) approval.
10	3.h	Provide repair and manufacture of bespoke Electrical Extension Leads.
11	3.i	Provide runway arrestor gear system maintenance, servicing and defect rectification.
12	3.j	Provide capabilities for bespoke engravings and manufacture of spandex and plastic-foil markings.
13	3.k	Provide a welding service for stressed aircraft components and general fabrication.
14	3.l	Provide gas supplies in support of Air Station tasks, visiting aircraft and associated ancillary equipment needs.
15	3.m	Provide foam wash and cleaning services for aircraft, vehicles and equipment.
16	3.n	Provide cleaning and maintenance of GFA de-greasing and de-rusting machines.
8	3.o	Host/participate in all external/Station-led assurance activities on Off-Aircraft engineering Support services and facilities.
8	3.p	Provide safety reporting.
8	3.q	Provide management information.
Section 4 Airfield Services at Royal Naval Air Station Yeovilton		
17	4.a	Provide receipt, accounting, storage and maintenance of aviation fuel and management of facilities.
17	4.b	Provide aviation fuel services at RNAS Yeovilton.
17	4.c	Provide collection of out-of-specification fuel.
17	4.d	Provide fuel and Aircraft Incident Support (AIS) training and briefings and subject-matter expert (SME) input to training.
17	4.e	Provide management and maintenance, servicing and defect rectification of aviation fuel equipment.
17	4.f	Provide aviation fuel services for detached flying operations.
17	4.g	Provide custody and management of Technical Publications and documentation.
17	4.h	Provide management, maintenance, servicing, defect rectification and control of tools and test and measurement equipment (TME) held by the Fuel and AIS Section.
17	4.i	Provide a Helicopter In-Flight Refuelling (HIFR) capability.
17	4.j	Provide collection and disposal of contaminated/waste oil.
17	4.k	Facilitate the loan of a 9000 litre BFCV to Flag Officer Sea Training (FOST) Helicopter Landing Site (HLS).
17	4.l	Provide emergency response to fuel spillage and related emergencies.
18	4.m	Provide AIS capability at the scene of an aircraft incident/ accident, on or off the airfield.
18	4.n	Provide management, control and maintenance, servicing and defect rectification of AIS equipment and vehicles.
19	4.o	Provide anti-icing/de-icing capability for airfield operating areas.
19	4.p	Provide operation of runway arrestor gear.
19	4.q	Provide runway friction measurement.
17	4.r	Host/participate in all external/Station-led assurance activities on Fuel and AIS Section real estate, in-use BFCVs and personnel.
20	4.s	Provide control and maintenance, servicing and defect rectification of a Ground Radio facility.
17	4.t	Provide safety reporting.
17	4.u	Provide management information.
Section 5 Airfield Services at Royal Naval Air Station Culdrose		
21	5.a	Provide receipt, accounting, storage and maintenance of aviation fuel and management of facilities.
21	5.b	Provide aviation fuels services at RNAS Culdrose.
21	5.c	Provide collection and storage of out-of-specification fuel and arrange for its disposal.
21	5.d	Provide supply of fuel for fire-fighting training courses.
21	5.e	Provide fuel training and briefings and subject-matter expert (SME) input to training.
21	5.f	Provide management and maintenance, servicing and defect rectification of aviation fuel equipment.
21	5.g	Provide aviation fuel services for detached flying operations.
21	5.h	Provide custody and management of Technical Publications and documentation.
21	5.i	Provide management, maintenance, servicing, defect rectification and control of tools and Test and Measurement Equipment (TME) held by the Fuel Section.
21	5.j	Provide a Helicopter In-Flight Refuelling (HIFR) capability.
21	5.k	Provide collection and disposal of contaminated/waste oil.
21	5.l	Provide emergency response to fuel spillage or fuel-related emergencies.
21	5.m	Host/participate in all external/Station-led assurance activities on Refuel Section real estate, in-use BFCVs and personnel.
22	5.n	Provide control and maintenance, servicing and defect rectification of a Ground Radio facility.
21	5.o	Provide safety reporting.
21	5.p	Provide management information.
Section 6 Flying Training at Royal Naval Air Station Yeovilton		
23	6.a	Provide Merlin HC Mk4/4a Qualified Helicopter Instructor (QHI) services to deliver ground-based pilot training to Commando Helicopter Force (CHF)
24	6.b	Provide Merlin HC Mk4/4a Qualified Aircrewman Instructor (QAI) services to deliver ground-based aircrewman training to Commando Helicopter Force (CHF)
23	6.c	Provide safety reporting.
23	6.d	Provide management information.
Section 7 Aviation Support Services to 736 Naval Air Squadron at Royal Naval Air Station Culdrose		
25	7.a	Provide Squadron operations planning and management functions to 736 Naval Air Squadron (NAS) in support of Hawk [T1 Mk1/Mk1A] aircraft operating.
26	7.b	Provide Squadron administration functions.
27	7.c	Provide Squadron Staff Office general administration functions for 736 NAS and FWF HQ.
27	7.d	Provide safety reporting.
27	7.e	Provide management information.
Section 8a Flying Training at Royal Naval Air Station Culdrose (non-Air Warfare Course (Merlin) (non-AWaC(M)))		
28	8.a	Provide Merlin HM Mk2 qualified instructor services to deliver ground-based pilot, observer and aircrewman training to Merlin Helicopter Force (MHF).
Section 8b-d Flying Training at Royal Naval Air Station Culdrose (AWaC(M))		
29	8.b	Provide Merlin HM Mk2 qualified instructor services to deliver Applied Warfare Course (Merlin) (AWaC(M)) ground-based observer and aircrewman training to MHF.
29	8.c	Provide safety reporting.
29	8.d	Provide management information.
Section 9 Support to Commando Helicopter Force (CHF) at Royal Naval Air Station Yeovilton		
30	9.a	Carry out Military Airworthiness Reviews (MARs) and data gathering for all aircraft types under the responsibility of CHF and RNAS Yeovilton Delivery Duty Holder (DDH).
31	9.b	Provide management of CDO Merlin Role Equipment (RE), CDO Merlin Task Essential Equipment (TEE) and Specialist Squadron Mobile Equipment (SME) for CHF HQ.
32	9.c	Maintain and conduct issue/receipt of CDO Merlin Role Equipment (RE), CDO Merlin Task Essential Equipment (TEE) and Specialist Squadron Mobile Equipment (SME) for CHF HQ.
32	9.d	Provide management of Squadron authorisations, including collation and issue to 846 NAS Air Engineer Officer (AEO) for final approval and signature.
33	9.e	Provide a Data Integrity (DI) and Data Exploitation (DE) Solution for all Commando (Cdo) Wildcat aircraft and uninstalled assets.
33	9.f	Provide a Data Integrity (DI) and Data Exploitation (DE) Solution for all Commando (Cdo) Merlin aircraft and uninstalled assets.
33	9.g	Provide safety reporting.
33	9.h	Provide management information.

Payment Serial	SoR Ref	Jan-21	Feb-21	Mar-21	Year Total
1	1a 1g 1h				£0.00
2	1b				£0.00
3	1c				£0.00
4	1d				£0.00
5	1e				£0.00
6	1f				£0.00
7	2a 2b 2c				£0.00
8	3a 3b 3c 3d 3e 3f 3o 3p 3q				£0.00
9	3g				£0.00
10	3h				£0.00
11	3i				£0.00
12	3j				£0.00
13	3k				£0.00
14	3l				£0.00
15	3m				£0.00
16	3n				£0.00
17	4a 4b 4c 4d 4e 4f 4g 4h 4i 4j 4k 4l 4r 4t 4u				£0.00
18	4m 4n				£0.00
19	4o 4p 4q				£0.00
20	4s				£0.00
21	5a 5b 5c 5d 5e 5f 5g 5h 5i 5j 5k 5l 5m 5o				£0.00
22	5n				£0.00
23	6a 6c 6d				£0.00
24	6b				£0.00
25	7a				£0.00
26	7b				£0.00
27	7c 7d 7e				£0.00
28	8a				£0.00
29	8b 8c 8d				£0.00
30	9a				£0.00
31	9b				£0.00
32	9c				£0.00
33	9d 9e 9f				£0.00
	Monthly Sum	£0.00	£0.00	£0.00	£0.00
	Additional Hour Rates				
Administrator					
Supervisor					
Operatives					
Data Integrity Facilitators					
Air Worthiness Reviewer					
QHI					
QOI					
QAI					
Operations Officer					
Team Manager					
Senior Supervisor					
Storeman					

Payment Serial	SoR Ref	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Year Total
1	1a 1g 1h													£0.00
2	1b													£0.00
3	1c													£0.00
4	1d													£0.00
5	1e													£0.00
6	1f													£0.00
7	2a 2b 2c													£0.00
8	3a 3b 3c 3d 3e 3f 3o 3o 3o													£0.00
9	3g													£0.00
10	3h													£0.00
11	3i													£0.00
12	3j													£0.00
13	3k													£0.00
14	3l													£0.00
15	3m													£0.00
16	3n													£0.00
17	4a 4b 4c 4d 4e 4f 4g 4h 4i 4j 4k 4l 4r 4t 4u													£0.00
18	4m 4n													£0.00
19	4o 4p 4q													£0.00
20	4s													£0.00
21	5a 5b 5c 5d 5e 5f 5g 5h 5i 5j 5k 5l 5m 5o													£0.00
22	5n													£0.00
23	6a 6c 6d													£0.00
24	6b													£0.00
25	7a													£0.00
26	7b													£0.00
27	7c 7d 7e													£0.00
28	8a													£0.00
29	8b 8c 8d													£0.00
30	9a													£0.00
31	9b													£0.00
32	9c													£0.00
33	9d 9e 9f													£0.00
	Monthly Sum	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Additional Hour Rates													
Administrator														
Supervisor														
Operatives														
Data Integrity Facilitators														
Air Worthiness Reviewer														
QHI														
QOI														
QAI														
Operations Officer														
Team Manager														
Senior Supervisor														
Storeman														

Payment Serial	SoR Ref	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Year Total
1	1a 1g 1h													£0.00
2	1b													£0.00
3	1c													£0.00
4	1d													£0.00
5	1e													£0.00
6	1f													£0.00
7	2a 2b 2c													£0.00
8	3a 3b 3c 3d 3e 3f 3o 3o 3o													£0.00
9	3g													£0.00
10	3h													£0.00
11	3i													£0.00
12	3j													£0.00
13	3k													£0.00
14	3l													£0.00
15	3m													£0.00
16	3n													£0.00
17	4a 4b 4c 4d 4e 4f 4g 4h 4i 4j 4k 4l 4r 4t 4u													£0.00
18	4m 4n													£0.00
19	4o 4p 4q													£0.00
20	4s													£0.00
21	5a 5b 5c 5d 5e 5f 5g 5h 5i 5j 5k 5l 5m 5o													£0.00
22	5n													£0.00
23	6a 6c 6d													£0.00
24	6b													£0.00
25	7a													£0.00
26	7b													£0.00
27	7c 7d 7e													£0.00
28	8a													£0.00
29	8b 8c 8d													£0.00
30	9a													£0.00
31	9b													£0.00
32	9c													£0.00
33	9d 9e 9f													£0.00
	Monthly Sum	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Additional Hour Rates													
Administrator														
Supervisor														
Operatives														
Data Integrity Facilitators														
Air Worthiness Reviewer														
QHI														
QOI														
QAI														
Operations Officer														
Team Manager														
Senior Supervisor														
Storeman														

Payment Serial	SoR Ref	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Year Total
1	1a 1g 1h													£0.00
2	1b													£0.00
3	1c													£0.00
4	1d													£0.00
5	1e													£0.00
6	1f													£0.00
7	2a 2b 2c													£0.00
8	3a 3b 3c 3d 3e 3f 3o 3o 3o													£0.00
9	3g													£0.00
10	3h													£0.00
11	3i													£0.00
12	3j													£0.00
13	3k													£0.00
14	3l													£0.00
15	3m													£0.00
16	3n													£0.00
17	4a 4b 4c 4d 4e 4f 4g 4h 4i 4j 4k 4l 4r 4t 4u													£0.00
18	4m 4n													£0.00
19	4o 4p 4q													£0.00
20	4s													£0.00
21	5a 5b 5c 5d 5e 5f 5g 5h 5i 5j 5k 5l 5m 5o													£0.00
22	5n													£0.00
23	6a 6c 6d													£0.00
24	6b													£0.00
25	7a													£0.00
26	7b													£0.00
27	7c 7d 7e													£0.00
28	8a													£0.00
29	8b 8c 8d													£0.00
30	9a													£0.00
31	9b													£0.00
32	9c													£0.00
33	9d 9e 9f													£0.00
	Monthly Sum	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Additional Hour Rates													
Administrator														
Supervisor														
Operatives														
Data Integrity Facilitators														
Air Worthiness Reviewer														
QHI														
QOI														
QAI														
Operations Officer														
Team Manager														
Senior Supervisor														
Storeman														

Payment Serial	SoR Ref	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Year Total
1	1a 1g 1h													£0.00
2	1b													£0.00
3	1c													£0.00
4	1d													£0.00
5	1e													£0.00
6	1f													£0.00
7	2a 2b 2c													£0.00
8	3a 3b 3c 3d 3e 3f 3o 3o 3o													£0.00
9	3g													£0.00
10	3h													£0.00
11	3i													£0.00
12	3j													£0.00
13	3k													£0.00
14	3l													£0.00
15	3m													£0.00
16	3n													£0.00
17	4a 4b 4c 4d 4e 4f 4g 4h 4i 4j 4k 4l 4r 4t 4u													£0.00
18	4m 4n													£0.00
19	4o 4p 4q													£0.00
20	4s													£0.00
21	5a 5b 5c 5d 5e 5f 5g 5h 5i 5j 5k 5l 5m 5o													£0.00
22	5n													£0.00
23	6a 6c 6d													£0.00
24	6b													£0.00
25	7a													£0.00
26	7b													£0.00
27	7c 7d 7e													£0.00
28	8a													£0.00
29	8b 8c 8d													£0.00
30	9a													£0.00
31	9b													£0.00
32	9c													£0.00
33	9d 9e 9f													£0.00
	Monthly Sum	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Additional Hour Rates													
Administrator														
Supervisor														
Operatives														
Data Integrity Facilitators														
Air Worthiness Reviewer														
QHI														
QOI														
QAI														
Operations Officer														
Team Manager														
Senior Supervisor														
Storeman														

Payment Serial	SoR Ref	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Year Total
1	1a 1g 1h													£0.00
2	1b													£0.00
3	1c													£0.00
4	1d													£0.00
5	1e													£0.00
6	1f													£0.00
7	2a 2b 2c													£0.00
8	3a 3b 3c 3d 3e 3f 3o 3p 3q													£0.00
9	3g													£0.00
10	3h													£0.00
11	3i													£0.00
12	3j													£0.00
13	3k													£0.00
14	3l													£0.00
15	3m													£0.00
16	3n													£0.00
17	4a 4b 4c 4d 4e 4f 4g 4h 4i 4j 4k 4l 4r 4t 4u													£0.00
18	4m 4n													£0.00
19	4o 4p 4q													£0.00
20	4s													£0.00
21	5a 5b 5c 5d 5e 5f 5g 5h 5i 5j 5k 5l 5m 5o													£0.00
22	5n													£0.00
23	6a 6c 6d													£0.00
24	6b													£0.00
25	7a													£0.00
26	7b													£0.00
27	7c 7d 7e													£0.00
28	8a													£0.00
29	8b 8c 8d													£0.00
30	9a													£0.00
31	9b													£0.00
32	9c													£0.00
33	9d 9e 9f													£0.00
	Monthly Sum	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Additional Hour Rates													
Administrator														
Supervisor														
Operatives														
Data Integrity Facilitators														
Air Worthiness Reviewer														
QHI														
QOI														
QAI														
Operations Officer														
Team Manager														
Senior Supervisor														
Storeman														

Payment Serial	SOR Ref	Jan 21 to Mar 21	Apr 21 to Mar 22	Apr 22 to Mar 23	Apr 23 to Mar 24	Apr 24 to Mar 25	Apr 25 to Mar 26	Contract Total	
1	1a 1g 1h	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
2	1b	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
3	1c	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
4	1d	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
5	1e	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
6	1f	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
7	2a 2b 2c	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
8	3a 3b 3c 3d 3e 3f 3o 3p 3a	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
9	3g	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
10	3h	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
11	3i	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
12	3j	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
13	3k	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
14	3l	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
15	3m	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
16	3n	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
17	4a 4b 4c 4d 4e 4f 4g 4h 4i 4j 4k 4l 4r 4t 4u	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
18	4m 4n	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
19	4o 4p 4q	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
20	4s	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
21	5a 5b 5c 5d 5e 5f 5g 5h 5i 5j 5k 5l 5m 5o 5p	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
22	5n	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
29	8b 8c 8d	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Total Price for Serials 1 to 22 & 29		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Maximum Funding for Serials 1 to 22 & 29		£864,628.08	£3,508,830.45	£3,558,584.41	£3,612,879.01	£3,667,697.44	£3,724,046.50	£18,936,665.89	
23	6a 6c 6d	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
24	6b	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Total Price for Serials 23 to 24		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Maximum Funding for Serials 23 to 24		£156,845.45	£626,094.42	£625,959.55	£626,064.03	£626,351.86	£625,825.43	£3,287,140.74	
25	7a	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
26	7b	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
27	7c 7d 7e	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Total Price for Serials 25 to 27		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Maximum Funding for Serials 25 to 27		£39,196.85	£158,668.86	£160,572.88	£162,660.33	£164,774.92	£166,916.99	£852,790.83	
28	8a	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Total Price for Serial 28		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Maximum Funding for Serial 28		£103,768.75	£420,470.98	£425,937.10	£431,474.28	£437,088.45	£442,765.53	£2,261,505.09	
30	9a	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
31	9b	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
32	9c	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
33	9d 9e 9f	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Total Price for Serials 30 to 33		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	
Maximum Funding for Serials 30 to 33		£50,000.00	£202,400.00	£204,828.80	£207,491.57	£210,188.96	£212,921.42	£1,087,830.75	
Total Due		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	Total Contract Price
								£26,425,933.30	Maximum Funding

ANNEX D – TECHNICAL SUBMISSION AND EVALUATION

THIS PAGE IS INTENTIONALLY BLANK

Technical Submission

Technical proposals shall show how Tenderers will deliver the Services set out in the Statement of Requirements and shall answer each of the Technical evaluation criteria. They shall be as concise, clear and simple as possible and must not contain any pricing information. Unnecessary promotional materials should be excluded and images should only be included where relevant.

Tenders shall address each requirement, state 'what' the proposed solution is to the required activity and 'how' it will be implemented, undertaken and managed. This will enable the Technical evaluators to assess Tenderers understanding of the requirement, providing assurance that they will be able to deliver the requirement, and allow evaluators to consider the level of risk associated with the proposed solutions.

Tenderers shall submit all requested management plans which cover, as a minimum, all the requirements set out within the introductions of the following Contract Schedules:

- Schedule 10 – Implementation Management Plan
- Schedule 11 – SHEF Management Plan
- Schedule 12 - Risk Management Plan
- Schedule 13 - Asset Management Plan
- Schedule 14 – Quality Management Plan
- Schedule 15 – Business Management Plan
- Schedule 16 – Continuity Management Plan
- Schedule 17 – Exit Management Plan

These management plans shall be submitted in a format that allows them to be incorporated into the Contract. Each plan shall provide full details of the Tenderers' solutions/methodology and should not merely provide, or support, responses to the technical evaluation criteria.

Tenderers should note that, where possible, services are defined in an output based manner and responses should consider innovative delivery methods, where possible, rather than just relying on station based delivery.

Tenderers are advised to study the scoring guidance given against the technical evaluation criteria in order to understand what is required to gain maximum points.

Should any exclusions, assumptions, dependencies or caveats apply to any of solutions given in your Technical responses or Management Plans, these exclusions, assumptions, dependencies or caveats should be clearly indicated in the relevant areas of the tender.

Technical Evaluation Criteria

The Technical evaluation will be undertaken independently to the Commercial and Financial evaluations. Technical evaluators are considered to be SME's for the specific criteria there are evaluating and will undertake evaluations with no knowledge of prices submitted at that tender stage.

The technical evaluation will be assessed on a scored basis, with the exception of the Insurance criteria which will be evaluated on a pass/fail basis.

If a Tenderer meets the minimum mark threshold for each of the scored technical criteria, the minimum total points, has received a pass on the pass/fail criteria and has submitted all requested management plans, the Tender will be considered technically compliant.

If a Tenderer receives a mark which is below the threshold for that specific criteria, receives total points which are below the minimum required level, receives a fail on the pass/fail criteria or has failed to submit any of the requested management plans, the Tender will be considered technically non-compliant.

The pass/fail part of the technical evaluation will allocate a pass or fail against the evaluation criteria.

The scored part of the technical evaluation will allocate marks to a set of evaluation criteria in order to establish how well the tender proposal will meet the Statement of Requirements. These criteria will also be weighted, with the mark allocated to each individual criteria being multiplied by the associated weight to give points for that criteria. The marks, weightings and points available for each criteria are indicated in the technical evaluation table. For example: Criteria A has a weight of 6.37%. Evaluation gives 75 marks to Tenderers response to criteria A. 75 marks is multiplied by 6.37% weight. Tenderers response to criteria A therefore receives 4.7775 points.

Technical evaluators will only be assigned to assess the technical evaluation criteria for which they are considered a SME. There will be a minimum of two technical evaluators assigned to assess each of the criteria. Evaluators will award marks to each Tenderer for each of the technical criteria they are assessing and provide their justification.

A senior member of the project team will then provide moderator oversight to ensure that all aspects of the evaluation have been carried out in an equitable and fair manner. For each criteria, they will consider the marks and justification given by each evaluator and approve a single mark figure which will be awarded to each Tenderer for each criteria. This moderated mark figure will be used for the purposes of calculating technical points and the overall technical score.

The technical evaluation will constitute 70% of the overall evaluation score. A technical score of 70 can be achieved by receiving 100 points in the technical evaluation. Where tenders receive less than 100 points, the technical score will be calculated using a percentage (%) difference method between the maximum points available and the points the tender received (as illustrated in the evaluation scoring example in Section D and below).

Technical Score = Technical Weighting × Cumulative Weighted Criteria Scores
and:

Cumulative Weighted Criteria Scores

$$= \sum_{i=1}^n [\text{Criterion}_i \text{ Score} \times \text{Criterion}_i \text{ Weighting}]$$

where n is the number of technical evaluation criteria.

The scored criteria which will be evaluated are set out in the table below. The minimum total points to achieve technical compliance is 50/100.

Number	Category	Criteria	Marks Available	Minimum Threshold	Weighting	Points Available
1	Delivery	How does the tender give the Authority confidence that the tenderer will deliver Military Airworthiness Authority (MAA) Maintenance Approved Organisation Scheme (MAOS) compliant battery charging services?	100	75	6.37	6.37
2	Delivery	How does the tender give the Authority confidence that the tenderer will deliver compliant, effective and reliable on-aircraft engineering services?	100	75	6.37	6.37
3	Delivery	How does the tender give the Authority confidence that the tenderer will deliver effective and reliable management and maintenance of Aircraft/Ground Support Equipment (ASE/GSE), Operational Support Machinery Equipment (OSME) and miscellaneous equipment?	100	75	6.37	6.37
4	Delivery	How does the tender give the Authority confidence that the tenderer will deliver effective and reliable workshop and associated support services?	100	25	5.24	5.24
5	Delivery	How does the tender give the Authority confidence that the tenderer will deliver effective and reliable aviation and air engineering supporting and administrative services, across applicable contract delivery areas?	100	25	3.75	3.75
6	Delivery	How does the tender give the Authority confidence that the tenderer will effectively and reliably deliver the range and volume of aviation fuel services?	100	75	8.61	8.61
7	Delivery	How does the tender give the Authority confidence that the tenderer will deliver Aviation Incident Support outputs?	100	25	2.62	2.62
8	Delivery	How does the tender give the Authority confidence that the tenderer will effectively and reliably deliver the range and volume of training outputs?	100	75	5.99	5.99
9	Transition	How does the tender give the Authority confidence that the tenderer will deliver the range of outputs to the standard and volume required, at the Contract Effective date?	100	25	4.87	4.87
10	Management	How does the tender give the Authority confidence that the	100	25	4.87	4.87

		tenderer will effectively and efficiently deliver changes in the scope and/or volume of outputs?				
11	Management	How does the tender give the Authority confidence that the tenderer will ensure that output volumes are sustained across contract delivery areas in circumstances of personnel absence and/or shortage of suitable candidates for employment?	100	25	4.12	4.12
12	Management	How does the tender give the Authority confidence that the tenderer will establish and maintain suitably qualified and experienced personnel to deliver the outputs for the Contract term?	100	75	5.24	5.24
13	Management	How does the tender give the Authority confidence that the tenderer will effectively and reliably manage the logistics, custody and maintenance of Government Furnished Assets, Articles in Use and consumable stores?	100	25	3.75	3.75
14	Management	How does the tender give the Authority confidence that the tenderer will effectively and reliably manage the logistics, custody and maintenance of Ground Support Equipment/Aviation Support Equipment as a Stockholding Site?	100	25	3.75	3.75
15	Management	How does the tender give the Authority confidence that the tenderer will establish and maintain compliant, effective and reliable environmental management, compliant with the Authority's policy and practice, across contract delivery areas?	100	25	4.49	4.49
16	Management	How does the tender give the Authority confidence that the tenderer will establish and maintain effective personnel standards, compliant with the Authority's policies and practices for Diversity and Inclusion, Alcohol and Substance Misuse and the Armed Forces Code of Social Conduct?	100	25	4.49	4.49
17	Safety	How does the tender give the Authority confidence that the tenderer will establish and maintain proactive and engaged Safety culture across contract delivery areas?	100	25	5.24	5.24
18	Governance	How does the tender give the Authority confidence that the tenderer will establish and maintain effective communication across contract delivery areas, between Contractor employees, with Contractor management and with the Authority?	100	25	3.75	3.75
19	Governance	How does the tender give the Authority confidence that the	100	25	4.49	4.49

		tenderer will effectively and reliably report achievement of performance against the requirements and outputs to the Authority, across applicable contract delivery areas?				
20	Quality	How does the tender give the Authority confidence that the tenderer will effectively and reliably assure the quality and reliability of outputs, and communicate that to the Authority, across all contract delivery areas?	100	75	5.62	5.62
				Total	100.00	100.00

The scored criteria will be evaluated based on the following scoring guidance:

Assessment	Mark	Indicative Evidence
High confidence	100	In the Authority's opinion, the response is comprehensive and unambiguous, demonstrates a thorough understanding of the full scope of Requirements and associated standards and provides all relevant details of how they will be met in full from the Contract Effective date. It addresses subordinate activities and processes necessary to achieve the range and volume of outputs. It provides full details showing how the requirements will be managed and assured, including arrangements to reliably achieve any surge capacity. It identifies risks/threats to outputs and explains how they will be eliminated or mitigated; the means of mitigation are acceptable, in the Authority's opinion. Where applicable, it identifies opportunities for gainshare and innovation and how they will be exploited. The evidence supporting the response is compelling, coherent and consistent.
Good confidence	75	In the Authority's opinion, the response is sufficiently detailed to demonstrate a good understanding of all of the Requirements and associated standards and provides details of how they will be met from the Contract Effective date. It recognises most or all implied subordinate activities and processes necessary to achieve most or all outputs. It provides sufficient information to show how the requirements will be managed and assured, including arrangements for surge capacity. It identifies the principal risks/threats to outputs and gives reasonable consideration to how they might be eliminated or mitigated. It may provide some suggestions for gainshare and/or innovation. The evidence supporting the response is adequately coherent and consistent.
Moderate confidence	50	In the Authority's opinion, the response addresses most or all elements of the requirements with detail that demonstrates understanding of the tasks and associated standards and provides some particulars as to how the requirements will be fulfilled and/or assured. It may leave some doubt as to whether and/or how all outputs will be delivered to the required volume from the Contract Effective date. It may consider some risks to some outputs but is not comprehensive and may not convincingly consider how they might be mitigated or eliminated. The evidence supporting the response is mostly coherent and consistent. The response may leave some residual concern that some or all outputs will be at slight risk of being delivered to a low standard, in insufficient

		volume or with some management intervention by the Authority.
Low confidence	25	In the Authority's opinion, the response addresses some elements of the requirements but contains limited detail and/or explanation, insufficient to demonstrate how the requirements will be fulfilled. It may provide evidence that some outputs will be delivered but leaves doubt that some or any will be delivered to the required standard and volume, from the Contract Effective date, without unacceptable Authority management intervention. Does not meaningfully consider risks to outputs. The evidence supporting the response is not entirely coherent and/or contains inconsistencies between pieces of information.
Major concerns	0	Nil or inadequate response; in the Authority's opinion the response fails to demonstrate an ability to meet some or all of the requirements without unacceptable risk to outputs and/or Authority management intervention.

The pass/fail criteria which will be evaluated are set out in the table below.

Letter	Category	Criteria	Marks Available	Minimum Threshold	Weighting	Points Available
A	Insurance	Insurance Requirements Response Table	Pass/Fail	Pass	0	0

The pass/fail criteria will be evaluated based on the following scoring guidance:

Mark	Indicative Evidence
Pass	No amendment to the Authority minimum insurance requirement other than 'the insertion of Reasonable Maximum Deductible Thresholds into the Schedule 18 of the Contract.
Pass	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.
Fail	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.
Fail	Unmarked. The above table has not been completed.

ANNEX E – AWARD SUBMISSION

THIS PAGE IS INTENTIONALLY BLANK

AWARD Submission

The Authority is using AWARD online software for submission and evaluation of Tenders. AWARD is provided by Commerce Decision Ltd and has been used on a number of major Authority procurements.

AWARD will be used to allow:

- a. The Authority to issue the Invitation to Negotiate
- b. The Authority to upload supporting documents to the Data Room
- c. Tenderers to raise clarification questions
- d. The Authority to provide any relevant notifications to Tenderers
- e. Tenderers to submit the online copies of their Initial Tender and Final Tender
- f. The Authority to evaluate Initial Tenders and Final Tenders

Each Tenderer will receive individual logins to the AWARD system. The login details will be forwarded from AWARD by e-mail. AWARD is an intuitive Internet based system and contains on-line guidance.

Tenderers will be required to submit both the Initial Tender and Final Tender via AWARD, as well as submitting hard copies to the Tender Board. Tenderers will be required to enter a response for each individual evaluation criteria, as well as submitting all required management plans. All responses in AWARD may be supported by attaching relevant documents. Unless specific instruction to the contrary, a Tenderer may use as many files as necessary to substantiate their response, although the Authority will seek conciseness over quantity in most cases. Tenderers are able to attach referenced material to more than one criteria

Tenderers should endeavour to ensure that individual files are no larger than the recommended size where possible. To facilitate the limit, images shall be compressed to a quality suitable for printing on A4 or A3 paper and viewing on a 1024x768 pixel screen. The Tenderer should not use images that add no value to the submission.

Responses specific to individual evaluation criteria will only be visible to evaluators who have been assigned to evaluate that specific criteria. It is important to note that some evaluators may only be assigned to a single criteria and may not see contextual material that was part of a response to a different criteria. It is important, therefore, that each response is 'self-contained' and provides all the information required for the evaluator to form an accurate assessment. Evaluators will not be able to search for information contained within the response to a different criteria. For example, if responding to evaluation criteria A, Tenderers could provide a full narrative response and/or advise that the response to that specific criteria can be found in supporting document X para X or plan Y sections Y to Z, with that particular document linked to the response.

Copies of the documents listed throughout Invitation to Negotiate will be held in a Data Room on AWARD. Information contained in the Data Room must be treated on a confidential basis and is made available on the understanding that you will not copy or use the material except for the purposes of preparing your Tender.

If a Tenderer wishes to raise a clarification question regarding the Invitation to Negotiate or any of the Contract requirements or documents, these should be raised in AWARD. Each clarification should consist of a single question or topic and should indicate the relevant part of the Invitation to Negotiate, Terms & Conditions or Contract Schedule that it relates to.

The Authority will endeavour to respond to clarifications within five working days of receipt. If the response is not going to be available within five working days then the Tenderer will be notified. The Authority will use the notification process to distribute the answers to all clarification questions raised to all Tenderers.

Tenderers should clearly identify any clarifications or parts of clarifications which they consider to be confidential or specific to its proposed solution, stating the reasons why it considers the clarification to be so. The Authority will decide at its sole discretion whether or not to accept the Tenderer's request. If the Authority does not accept the request for confidentiality, the Tenderer will be informed and the Authority will specify a period within which the Tenderer may choose to withdraw its clarification. If the Tenderer does not withdraw its clarification in such circumstances, the Authority will proceed to respond on a non-confidential basis and distribute the response to the clarification to all the Tenderers.

The Authority reserves the right to seek clarification in respect of a Tenderer's submission. Any clarifications raised by the Authority will be submitted via AWARD. Tenderers are to endeavour to respond to all clarifications within five working days of receipt. If the response is not going to be available within five working days then the Tenderer should notify the Authority and advise when the response will be given.

ANNEX F – NEGOTIATIONS

THIS PAGE IS INTENTIONALLY BLANK

Negotiations

Under the DSPCR Competitive Negotiated procedure there is the opportunity to feedback to Tenderers the results of the Initial Tender evaluation and, through negotiation, enable Tenderers to improve their solutions before submitting their Final Tender.

It is anticipated that the Negotiation Phase will consist of one round of negotiations which will comprise of around three separate sessions with each Tenderer, although the Authority reserves the right to conduct more. The Negotiation sessions will not form part of any evaluations.

All negotiations will be held in Portsmouth. The Authority shall notify the Tenderers of the times, dates and exact locations of the Negotiation sessions following the Initial Tender evaluations. The allocation of Negotiation sessions will be undertaken through a randomising process. All Tenderers will be allocated an equal amount of time. If a Tenderer is unable to attend their allocated session, they must immediately inform the Authority. The Authority will, where possible, rearrange sessions to meet the needs of all Parties. However, Tenderers must note that failure to attend an agreed session may lead to a lost opportunity.

Negotiation sessions are intended to allow the Tenderers to engage with the Authority to discuss their proposed solution in order to address any major issues, risks or concerns that were raised following Initial Tender evaluations. The Authority will provide any further feedback on the Tenderers initial ideas for their solution, so that both parties can gain clarification to aid the Tenderers in compiling their Final Tender. Tenderers are not mandated to take part in Negotiation sessions, if they consider that they can submit a Final Tender based on written feedback provided from the Initial Tender evaluations.

Agendas for each Negotiation session will be tailored to each Tenderer, based upon the issues highlighted from the evaluation of their Initial Tender. Agendas will be provided to Tenderers prior to the sessions. Tenderers may provide topics they wish to discuss prior to the sessions but the final decision for discussion topics will be made by the Authority.

During the Negotiation sessions, Tenderers will need to ensure they have the appropriate people present. There will be a maximum of five people per Tenderer per session. Tenderers will be required to provide a list of names, security clearances and vehicle registrations of those attending each Negotiation session at least two working days before the session start time. Tenderers should also advise the Authority in advance if they require laptop connectivity, projector or screen facilities at the sessions.

It is anticipated that a maximum of five Authority representatives will attend each session (to include the technical and commercial leads). Each party should make its own notes of Negotiation sessions.

The Authority shall not reveal Tenderers solutions, proposals or any confidential information to other Tenderers without obtaining that Tenderer's prior approval. Tenderers are reminded that the Authority has general obligations of transparency and equal treatment towards all Tenderers. Tenderers are therefore required to clearly identify during the Negotiation session any information communicated which it considers is specific to its solution or is otherwise confidential, stating the reasons why it considers it to be so.

Should the Authority feel that an issue that has been discussed within Negotiation sessions may affect all Tenderers or should anything material arise during Negotiations, the relevant information will be conveyed to all Tenderers using the notification system via AWARD.

Once Negotiations have been formally closed there will be no opportunity to have further Negotiations, although Tenderers will be able to submit additional clarifications during the Final Tender submission phase.

After the Authority has declared that all Negotiations have been concluded, it will invite Tenderers to submit their Final Tenders. The Final Tender must include all the elements required for the Tender to be considered Commercially, Financially and Technically compliant. Any amendments from the Initial Tender must be on the basis of the solutions and adaptations presented by Tenderers during the Negotiations. The Final Tender submission should be a complete Tender but with any changes from the Initial Tender clearly identified.

ANNEX G – TENDERERS CONFERENCE (SITE VISITS)

THIS PAGE IS INTENTIONALLY BLANK

Tenderers Conference

The Tenderers Conference will take place on Wednesday 25 September 2019 and Thursday 26 September 2019. This will include Site Visits of RNAS Culdrose and RNAS Yeovilton.

The event will commence at RNAS Culdrose on 25 September with a Commercial and Technical overview. This will be followed by a tour of the Culdrose site and conclude with an opportunity to raise questions. The event will then convene at RNAS Yeovilton on 26 September for a tour of the Yeovilton site with a further session for questions.

Tenderers are not mandated to attend the event and any answers to questions raised will be provided to all Tenderers following the event.

Requests to attend the Event can be made by emailing the Tenderers Conference Attendees Form to lee.culshaw100@mod.gov.uk by Monday 16 September 2019. Tenderers will be limited to a maximum of four attendees.

The Authority will not be able to provide accommodation for this event.

Tenderers Conference Attendees Form

Tenderer Name	
Tenderer Principle Contract Name	
Tenderer Principle Contract Number	

Full Name	Security Clearance Level, Reference & Expiry	Vehicle Registration, Model & Colour

Wednesday 25 September 2019

RNAS Culdrose, Helston, Cornwall, TR12 7RH

Serial (a)	Time (b)	Event (Location) (c)
2501	0900	Tenderers Arrive Main Gate, RNAS Culdrose - Parking in Wardroom Car Park
2502	0910	Board Coach to Echo Site Conference Room, Building E1
2503	0920	Coffee/Tea Break
2504	0930	Welcome/Administration
2505	0940	Commercial Brief
2506	1000	Introduction to RNAS Culdrose and Technical Brief
2507	1020	Coffee/Tea Break
2508	1030	Visit OST (E1)
2509	1045	Visit MART (E1)
2510	1100	Board Coach and visit MTF (D51)
2511	1200	Lunch in Wardroom (individuals to pay cash)
2512	1300	Visit 824 NAS (D2 Hangar)
2513	1330	Visit Refuel Section (W10A)
2514	1400	Visit 736 NAS (B1 Hangar)
2515	1415	Return to Echo Site Conference Room
2516	1430	Tea/Coffee Break
2517	1445	Question and Answers Session
2518	1515	Tenderers Depart

Agenda subject to change

Thursday 26 September 2019

RNAS Yeovilton, Ilchester, Somerset, BA22 8HT

Serial (a)	Time (b)	Event (Location) (c)
2601	0900	Tenderers Arrive Wardroom Gate, RNAS Yeovilton - Parking in Wardroom Car Park
2602	0910	Board Coach to Air Engineering Department Conference Room, Building tbc
2603	0920	Coffee/Tea Break
2604	0930	Welcome/Administration
2605	0940	Commercial Brief
2606	1000	Introduction to RNAS Yeovilton and Technical Brief
2607	1020	Coffee/Tea Break
2608	1030	Visit WMF
2609	1100	Visit Mk4 Sim
2610	1130	CHF
2611	1200	Lunch in Wardroom (individuals to pay cash)
2612	1300	Visit Refuel Section
2613	1330	Visit AED support Facilities (1 Hangar)
2614	1400	Return to AED Conference Room
2615	1415	Tea/Coffee Break
2616	1430	Question and Answers Session
2617	1500	Tenderers Depart

Exact timings may change on day

ANNEX H – TUPE INFORMATION

THIS PAGE IS INTENTIONALLY BLANK

TUPE Information

Applicability Of TUPE

1. 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.

TUPE Information Provided For Tendering Purposes

2. TUPE information in respect of the current employees is provided at this Annex H. This information may be updated prior to tender evaluation in which event the short-listed tenderers will be given an opportunity to revise or confirm tendered prices.

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

Pensions

5. Your attention is drawn to the requirements of the Treasury's Guidance contained in 'Fair Deal for staff pensions: staff transfer from central government (October 2013).

6. The aims of the arrangements described in the document are that:

a. staff who are members of a public service pension scheme, and who are compulsorily transferred out of the public sector should continue to be members of the public service pension scheme they were in immediately prior to the transfer, while they continue to be employed on the contracted services, subject to the eligibility criteria of the relevant scheme.

b. staff previously compulsorily transferred from the public sector under old Fair Deal, and meet the eligibility requirements for new Fair Deal should be provided with access to the appropriate public service pension scheme, while they continue to be employed on the contracted services.

c Contractors and Sub-contractors who become employers of staff who are currently members of, or are eligible to be re-admitted to, the Civil Service Pension Schemes (PCSPS/alpha) will be required to enter into an Admission Agreement with the Cabinet Office and the Authority.

7. A copy of 'Fair Deal for staff pensions: staff transfer from central government (October 2013), and the tri-partite Admission Agreement and associated guidance is available from:

<http://www.civilservicepensionscheme.org.uk/employers/applying-to-join-civil-service-pensions/new-fair-deal/>

Reference	Location	Employee Status	AGE	SALARY*	LENGTH OF SERVICE	HOURS OF WORK	HOLIDAY ENTITLEMENT (in hours including BH)	PENSION SCHEME	Function	Ex Civil Servant	Regular/ Recurring Allowances (including: NVQ, shift, responsibility, first aid, car and call out allowances)
1	Yeovilton	Permanent	63	47,929	15	38	300	BRSS	Management	No	252.14
2	Yeovilton	Permanent	42	42,415	14	38	300	BRSS	Management	No	252.14
3	Yeovilton	Permanent	56	40,486	14	38	300	BRSS	Technical	No	252.14
4	Yeovilton	Permanent	58	41,456	11	38	300	BRSS	Technical	No	252.14
5	Yeovilton	Permanent	54	40,336	15	38	300	BRSS	Technical	No	252.14
6	Yeovilton	Permanent	35	30,837	4	37	244	BRSS	Technical	No	0.00
7	Yeovilton	Permanent	57	31,243	7	37	252	BRSS	Technical Support Function	No	0.00
8	Yeovilton	Permanent	62	22,035	3	38	251	BRSS	Management	No	0.00
9	Yeovilton	Permanent	58	47,469	6	38	258	BRSS	Technical	No	0.00
10	Yeovilton	Permanent	44	40,572	10	38	300	BRSS	Technical	No	0.00
11	Yeovilton	Permanent	59	40,224	18	38	300	BRSS	Technical	No	0.00
12	Yeovilton	Permanent	49	40,572	9	38	300	BRSS	Technical	No	0.00
13	Yeovilton	Permanent	46	36,819	1	38	251	BRSS	Technical	No	0.00
14	Yeovilton	Permanent	70	40,572	15	38	300	BRSS	Technical	No	0.00
15	Yeovilton	Permanent	59	41,245	16	38	300	BRSS	Management	No	1,050.60
16	Yeovilton	Permanent	71	19,691	19	19	150	BRSS	Technical	No	0.00
17	Yeovilton	Permanent	52	40,049	19	38	300	BRSS	Technical	No	0.00
18	Yeovilton	Permanent	57	38,810	2	38	251	BRSS	Technical	No	0.00
19	Yeovilton	Permanent	58	36,819	2	38	251	BRSS	Technical	No	0.00
20	Excellent	Permanent	46	52,964	2	37	244	BRSS	Management	No	0.00
21	Culdrose	Permanent	51	34,432	6	38	258	BRSS	Supervisor	No	0.00
22	Culdrose	Permanent	48	34,433	7	38	258	BRSS	Technical	No	0.00
23	Culdrose	Permanent	48	32,559	3	40	264	BRSS	Driver	No	2,421.65
24	Culdrose	Permanent	48	36,295	19	40	272	BRSS	Supervisor	No	2,612.14
25	Culdrose	Permanent	47	34,433	5	38	251	BRSS	Supervisor	No	0.00
26	Culdrose	Permanent	57	34,885	7	38	258	BRSS	Supervisor	No	0.00
27	Culdrose	Permanent	52	63,874	5	38	251	BRSS	Technical	No	0.00
28	Culdrose	Permanent	54	26,322	11	38	258	BRSS	Administration	No	0.00
29	Culdrose	Permanent	45	41,143	23	40	272	BRSS	Supervisor	No	2,198.00

30	Culdrose	Permanent	64	33,353	15	40	272	BRSS	Driver	No	2,792.97
31	Culdrose	Permanent	63	33,169	24	38	258	BRSS	Supervisor	No	0.00
32	Culdrose	Permanent	54	83,014	5	38	251	BRSS	Management	No	5,733.40
33	Culdrose	Permanent	56	31,140	4	38	251	BRSS	Management	No	124.92
34	Culdrose	Permanent	47	24,218	15	38	258	BRSS	Administration	No	0.00
35	Culdrose	Permanent	63	37,414	39	40	272	BRSS	Supervisor	No	2,946.57
36	Culdrose	Permanent	30	26,322	4	38	251	BRSS	Administration	No	0.00
37	Culdrose	Permanent	71	74,521	10	38	258	BRSS	Technical	No	0.00
38	Culdrose	Permanent	64	32,909	5	40	264	BRSS	Driver	No	2,585.74
39	Culdrose	Permanent	59	28,321	4	38	251	BRSS	Administration	No	0.00
40	Culdrose	Permanent	52	34,885	11	38	258	BRSS	Supervisor	No	0.00
41	Culdrose	Permanent	58	38,464	9	38	258	BRSS	Supervisor	No	0.00
42	Culdrose	Permanent	60	74,521	10	38	258	BRSS	Technical	No	0.00
43	Culdrose	Permanent	49	30,142	14	38	258	BRSS	Supervisor	No	0.00
44	Culdrose	Permanent	38	32,840	6	40	272	BRSS	Driver	No	2,553.48
45	Culdrose	Permanent	57	24,218	3	38	251	BRSS	Administration	No	0.00
46	Culdrose	Permanent	50	32,677	20	40	272	BRSS	Driver	No	2,476.87
47	Culdrose	Permanent	49	38,464	9	38	258	BRSS	Supervisor	No	0.00
48	Culdrose	Permanent	51	34,885	7	38	258	BRSS	Supervisor	No	0.00
49	Culdrose	Permanent	60	16,826	35	20	136	CSP - Classic	Driver	Yes	964.44
50	Culdrose	Permanent	50	34,433	9	38	258	BRSS	Supervisor	No	0.00
51	Culdrose	Permanent	58	34,885	9	38	258	BRSS	Supervisor	No	0.00
52	Yeovilton	Permanent	64	38,659	24	38	258	BRSS	Supervisor	No	1,919.40
53	Yeovilton	Permanent	64	38,659	17	38	258	BRSS	Supervisor	No	1,919.40
54	Yeovilton	Permanent	56	35,129	6	38	258	BRSS	Supervisor	No	268.35
55	Yeovilton	Permanent	45	32,204	18	38	258	BRSS	Driver	No	2,339.64
56	Yeovilton	Permanent	50	38,583	3	38	251	BRSS	Supervisor	No	1,883.52
57	Yeovilton	Permanent	49	30,882	18	38	258	BRSS	Supervisor	No	252.12
58	Yeovilton	Permanent	57	32,743	17	38	258	BRSS	Driver	No	2,591.76
59	Yeovilton	Permanent	24	30,192	4	38	251	BRSS	Technical	No	0.00
60	Yeovilton	Permanent	36	40,214	11	40	272	BRSS	Administration	No	0.00
61	Yeovilton	Permanent	60	26,847	9	38	258	BRSS	Technical	No	0.00
62	Yeovilton	Permanent	57	30,520	24	38	258	CSP - Classic	Technical	Yes	0.00
63	Yeovilton	Permanent	61	27,202	20	38	258	BRSS	Technical	No	0.00

64	Yeovilton	Permanent	61	30,343	21	38	258	BRSS	Supervisor	No	0.00
65	Yeovilton	Permanent	64	33,598	26	38	258	BRSS	Supervisor	No	0.00
66	Yeovilton	Permanent	60	37,802	24	38	255	BRSS	Supervisor	No	0.00
67	Yeovilton	Permanent	60	35,346	19	38	258	BRSS	Supervisor	No	2,339.64
68	Yeovilton	Permanent	47	30,782	24	38	258	NONE	Driver	No	2,339.64
69	Yeovilton	Permanent	64	34,108	17	38	258	BRSS	Supervisor	No	0.00
70	Yeovilton	Permanent	60	38,659	4	38	251	BRSS	Supervisor	No	1,919.40
71	Yeovilton	Permanent	64	38,130	11	38	255	BRSS	Supervisor	No	0.00
72	Yeovilton	Permanent	58	35,522	32	38	258	CSP - Classic	Driver	Yes	2,339.64
73	Yeovilton	Permanent	59	30,406	19	38	258	BRSS	Supervisor	No	42.02
74	Yeovilton	Permanent	62	32,388	22	38	258	BRSS	Driver	No	2,591.76
75	Yeovilton	Permanent	40	33,173	8	38	258	BRSS	Driver	No	2,723.04
76	Yeovilton	Permanent	60	38,659	5	38	251	BRSS	Supervisor	No	1,919.40
77	Yeovilton	Permanent	47	50,029	2	40	264	BRSS	Management	No	0.00
78	Yeovilton	Permanent	46	38,659	15	38	258	BRSS	Supervisor	No	1,919.40
79	Yeovilton	Permanent	61	44,282	22	38	258	BRSS	Supervisor	No	4,861.08
80	Yeovilton	Permanent	48	27,202	18	38	258	BRSS	Technical	No	0.00
81	Yeovilton	Permanent	57	38,212	17	38	258	BRSS	Supervisor	No	1,919.40
82	Yeovilton	Permanent	54	30,520	36	38	258	CSP - Classic	Technical	Yes	0.00
83	Yeovilton	Permanent	62	32,204	22	38	258	BRSS	Driver	No	2,339.76
84	Yeovilton	Permanent	47	37,595	4	38	251	BRSS	Supervisor	No	0.00
85	Yeovilton	Permanent	28	27,386	8	37	252	BRSS	Technical	No	252.12
86	Yeovilton	Permanent	62	32,204	23	38	258	BRSS	Driver	No	2,339.64
87	Yeovilton	Permanent	64	46,873	13	38	255	BRSS	Technical	No	420.24
88	Yeovilton	Permanent	65	30,080	21	38	258	BRSS	Supervisor	No	0.00
89	Yeovilton	Permanent	54	38,341	4	38	251	BRSS	Supervisor	No	252.12
90	Yeovilton	Permanent	60	27,202	15	38	258	BRSS	Technical	No	0.00
91	Yeovilton	Permanent	30	38,212	13	38	258	BRSS	Supervisor	No	1,919.40
92	Yeovilton	Permanent	46	32,627	19	38	258	BRSS	Supervisor	No	0.00
93	Yeovilton	Permanent	42	27,785	16	38	258	BRSS	Technical	No	383.52
94	Yeovilton	Permanent	52	27,741	9	38	258	BRSS	Administration	No	252.12
95	Yeovilton	Permanent	63	35,495	22	38	258	BRSS	Supervisor	No	2,339.64
96	Yeovilton	Permanent	67	47,601	19	38	258	BRSS	Supervisor	No	1,919.40
97	Yeovilton	Permanent	58	34,796	8	38	255	BRSS	Supervisor	No	252.12

98	Culdrose	Permanent	47	34,883	3	38	251	BRSS	Supervisor	No	0.00
99	Culdrose	Permanent	35	34,432	3	38	251	BRSS	Supervisor	No	0.00
100	Culdrose	Permanent	51	37,968	3	38	251	BRSS	Supervisor	No	0.00
101	Culdrose	Permanent	48	34,432	3	38	251	BRSS	Supervisor	No	0.00
102	Culdrose	Permanent	56	34,432	3	38	251	BRSS	Supervisor	No	0.00
103	Culdrose	Permanent	57	37,968	3	38	251	BRSS	Supervisor	No	0.00
104	Culdrose	Permanent	50	31,220	3	38	251	BRSS	Technical	No	0.00
105	Culdrose	Permanent	59	37,968	3	38	251	BRSS	Supervisor	No	0.00
106	Culdrose	Permanent	52	31,220	3	38	251	BRSS	Technical	No	0.00
107	Culdrose	Permanent	51	30,506	3	38	251	BRSS	Technical	No	0.00
108	Culdrose	Permanent	51	31,220	2	38	251	BRSS	Technical	No	0.00
109	Yeovilton	Permanent	43	38,211	2	38	251	BRSS	Supervisor	No	1,919.25
110	Culdrose	Permanent	58	30,506	2	38	251	BRSS	Technical	No	0.00
111	Culdrose	Permanent	53	31,220	2	38	251	BRSS	Technical	No	0.00
112	Culdrose	Permanent	38	63,874	2	38	251	BRSS	Technical	No	0.00
113	Culdrose	Permanent	56	32,545	2	40	264	BRSS	Driver	No	2,872.93
114	Culdrose	Permanent	61	74,521	1	38	251	BRSS	Technical	No	0.00
115	Yeovilton	Permanent	54	24,211	1	38	251	BRSS	Technical	No	0.00
116	Yeovilton	Permanent	54	13,005	1	20	132	BRSS	Administration	No	0.00
117	Culdrose	Permanent	55	31,220	1	38	251	BRSS	Technical	No	0.00
118	Yeovilton	Fixed Term	19	15,878	0	38	251	NONE	Technical	No	0.00
119	Culdrose	Permanent	50	37,145	0	38	251	BRSS	Supervisor	No	0.00
120	Yeovilton	Permanent	45	27,792	0	38	251	BRSS	Technical	No	0.00
121	Yeovilton	Permanent	58	34,107	0	38	248	BRSS	Supervisor	No	0.00
122	Bristol	Permanent	47	72,202	1	37	244	BRSS	Support Function	No	3,245.87
123	Bristol	Permanent	31	43,455	4	37	244	BRSS	Management	No	0.00
124	Yeovilton	Permanent	55	73,591	10	39	265	BRSS	Management	No	1,933.36
125	Yeovilton	Permanent	57	87,232	5	37	244	BRSS	Management	No	4,935.06
126	Culdrose	Permanent	58	48,908	4	38	251	BRSS	Management	No	0.00
127	Culdrose	Fixed Term	57	36,716	2	38	251	BRSS	Technical	No	165.69
128	Bristol	Permanent	30	31,341	1	37	244	BRSS	Support Function	No	0.00

Includes*

Employers NI at 13.8% .

Pensions and all Supplementary payments/allowances including Annual salary

Company contributions to the Defined Contribution Pension scheme are 4.5% at the current time.

Excludes overtime payments

Note 1: Overtime is paid at base rate for the first hour thereafter at 1.50 times base rate (or double time if Sunday/Bank Holiday working)

Note 2: Total Overtime paid for the previous 12 months was £26,094

Note 3: There are No outstanding legal claims

Total Redundancy Liability: Including Notice Period £ 1,989,318.68

Total Pay Costs - preceding 12 months £4,762,265.18

THIS PAGE IS INTENTIONALLY BLANK

ANNEX I – CYBER RISK ASSESSMENT

THIS PAGE IS INTENTIONALLY BLANK

Cyber Risk Assessment

A Cyber Risk Assessment has been raised for this requirement under Assessment number RAR-DCSQ8EPH. The associated Cyber Risk Profile is 'low'.

All potential suppliers who submit a Tender must also complete a Supplier Assurance Questionnaire against this Cyber Risk Assessment. A Supplier Assurance Questionnaire can be completed online at <https://supplier-cyber-protection.service.gov.uk/help/scp/completesaq>. A copy of the completed Questionnaire should be submitted with your tender.

Suppliers can register to view the Assessment and submit their Questionnaire at <https://supplier-cyber-protection.service.gov.uk/organisation/register>

Further guidance on the Cyber Risk process can be found in the Cyber Security Model Industry Buyer and Supplier Guide at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/718566/20180203_Cyber_Industry_Buyer_and_Supplier_Guide_v2_1.pdf

Please note that if your Supplier Assurance Questionnaire score does not meet the level set in the Cyber Risk Assessment, this does not prevent you from submitting a Tender. In these circumstances, you should complete and submit a Cyber Implementation Plan which will demonstrate what actions you would be able to take to meet that level. If you are subsequently awarded the contract, the actions in the Cyber Implementation Plan would then need to be undertaken to ensure that you meet the necessary cyber requirements once the contract has commenced.

Cyber Implementation Plan Template

MOD contract number:	700003670
CSM Risk Acceptance Reference:	RAR-DCSQ8EPH
CSM Cyber Risk Profile:	Low
Name of Supplier:	
Current level of Supplier compliance:	
Reasons unable to achieve full compliance:	
Measures planned to achieve compliance / mitigate the risk with dates:	
Anticipated date of compliance / mitigations in place:	

THIS PAGE IS INTENTIONALLY BLANK

ANNEX J – INSURANCE REQUIREMENTS

THIS PAGE IS INTENTIONALLY BLANK

Insurance Requirements

Tenderers should complete the Insurance Requirements Response Table in full to indicate proposed insurer(s) maximum deductible thresholds and to confirm agreement to the requirements of the insurance clause 47 and Schedule 18 in the draft Contract.

Evaluation of the Insurance Requirements Response Table will be in accordance with the Pass / Fail insurance evaluation criteria below:

Marking scheme for insurer identity

The insurer or insurers proposed by the Contractor against each class of insurance in the column headed “Insurer identity (including any excess layer insurers)” in the Insurance Requirements Table are considered by the Authority, based on its professional judgement, 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.

Bidder 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, to be reasonable in the insurance market prevailing at the point of the submission by the Contractor of its Contractor 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.

Amendments to Schedule 18

Any amendments a Contractor seeks to make to Schedule 18 other than the insertion of Reasonable Maximum Deductible Thresholds shall be assessed against the following criteria. Any proposed 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.

Pass	No amendment to the Authority minimum insurance requirement other than 'the insertion of Reasonable Maximum Deductible Thresholds into the Schedule 18 of the Contract.
Pass	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.
Fail	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.
Fail	Unmarked. The above table has not been completed.

Tenderers Insurance Requirements Response Table

Class of Insurance	Insurer(s) identity (including any excess layer insurers) Tenderer	Tenderer proposed maximum deductible threshold each and every occurrence	Agreement to the requirements of Contract clause 47	Agreement to the requirements of Schedule 18
Third Party (Non Aviation) Public & Products Liability Insurance				
Aviation Liability Insurance				
Professional Indemnity” Insurance				
Employers Liability Insurance				
Motor Third Party Liability Insurance				

ANNEX K – CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION

THIS PAGE IS INTENTIONALLY BLANK

DEFFORM 539A
Contractor's Commercially Sensitive Information Form

Contract No: 700003670
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

THIS PAGE IS INTENTIONALLY BLANK

ANNEX L – TENDER RETURN LABEL

THIS PAGE IS INTENTIONALLY BLANK

Not to be used for General
Correspondence

Affix

Stamp

THE TENDER BOARD
Navy Commercial
Room 301
Building 1/080
(Postal Point 73a)
Jago Road
HM Naval Base
Portsmouth
Hampshire
PO1 3LU

Tender No: 700003670
Due: 12:00 Monday 21 October 2019

Not to be used for General
Correspondence

Affix

Stamp

THE TENDER BOARD
Navy Commercial
Room 301
Building 1/080
(Postal Point 73a)
Jago Road
HM Naval Base
Portsmouth
Hampshire
PO1 3LU

Tender No: 700003670
Due: 12:00 Monday 21 October 2019