

Request for Proposal



Request for Proposal (RFP) on behalf of the UK Space Agency
Subject: UK Participation in the International Charter 'Space and Major Disasters' – Strategic Support
Sourcing Reference Number: UK SBS PR18096

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Section 1 – About UK Shared Business Services

Putting the business into shared services

UK Shared Business Services Ltd (UK SBS) brings a commercial attitude to the public sector; helping Contracting Authorities improve efficiency, generate savings and modernise. It is our vision to become the leading service provider for Contracting Authorities of shared business services in the UK public sector, continuously reducing cost and improving quality of business services for Government and the public sector.

Our broad range of expert services is shared by our Contracting Authorities. This allows our customers the freedom to focus resources on core activities; innovating and transforming their own organisations.

Core services include Procurement, Finance, Grants Admissions, Human Resources, Payroll, ISS, and Property Asset Management all underpinned by our Service Delivery and Contact Centre teams.

UK SBS is a people rather than task focused business. It's what makes us different to the traditional transactional shared services centre. What is more, being a not-for-profit organisation owned by the Department for Business, Energy & Industrial Strategy (BEIS), UK SBS' goals are aligned with the public sector and delivering best value for the UK taxpayer.

UK Shared Business Services Ltd changed its name from RCUK Shared Services Centre Ltd in March 2013.

Our Customers

Growing from a foundation of supporting the Research Councils, 2012/13 saw Business Innovation and Skills (BIS) transition their procurement to UK SBS and Crown Commercial Services (CCS – previously Government Procurement Service) agree a Memorandum of Understanding with UK SBS to deliver two major procurement categories (construction and research) across Government.

UK SBS currently manages £700m expenditure for its Contracting Authorities. Our Contracting Authorities who have access to our services and Contracts are detailed [here](#).

Privacy Statement

At UK Shared Business Services (UK SBS) we recognise and understand that your privacy is extremely important and we want you to know exactly what kind of information we collect about you and how we use it.

This privacy notice link below details what you can expect from UK SBS when we collect your personal information.

- We will keep your data safe and private.
- We will not sell your data to anyone.
- We will only share your data with those you give us permission to share with and only for legitimate service delivery reasons.

Privacy Notice

This notice sets out how the Contracting Authority will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

YOUR DATA

The Contracting Authority will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid;
Names and contact details of employees proposed to be involved in delivery of the contract;
Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

Purpose

The Contracting Authority are processing your personal data for the purposes of the tender exercise, including evaluation of submissions received, eliciting feedback on the competition experience or in the event of legal challenge to such tender exercise.

Legal basis of processing

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. The Contracting Authority may share your data if required to do so by law, for example by court order or to prevent fraud or other crime.

Retention

All submissions in connection with this tender exercise will be retained for a period of 7 years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of 12 years from the date of contract expiry.

YOUR RIGHTS

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the European Union. Following successful award, the details of those delivering the service will be shared with the stakeholders of the International Charter in accordance with Data Protection Principles and as detailed in Annex A of the contract

COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
0303 123 1113
casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

CONTACT DETAILS

The data controller for your personal data is:

The Department for Business, Energy & Industrial Strategy (BEIS)

You can contact the Data Protection Officer at:

BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: dataprotection@beis.gov.uk.

Section 2 – About the Contracting Authority

UK Space Agency (UKSA)

The Agency is responsible for all strategic decisions on the UK civil space programme and we provide a clear, single voice for UK space ambitions. The UK Space Agency is at the heart of UK efforts to explore and benefit from space. The UK's thriving space sector contributes £9.1 billion a year to the UK economy and directly employs 28,900 with an average growth rate of almost 7.5%.

Collaboration lies at the core of the UK Space Agency ethos and applies across Government as well as to external organisations including European and global partners such as the European Space Agency (ESA), the European Union, national space agencies and the United Nations.

The Agency provides funding for a range of programmes via programmes such as the National Space Technology Programme and FP7 and works closely with national and international academic, education and community partners.

UK Space Agency achievements include:

- Implementing Government £10m National Space Technology Programme to support the development of UK technology and services/applications using space data. The first four flagship programmes totalled £6m, matched by £5m from industry.
- The Climate and Environmental Monitoring from Space facilities at the International Space Innovation Centre, supported by £400,000 funding, will make satellite data available to space businesses and institutions, particularly those which do not have the infrastructure to exploit Earth observation data.
- Chaired and led the International Charter 'Space and Major Disasters', to task Earth observation satellites quickly to provide data following a major disaster

www.BEIS.gov.uk/ukspaceagency

Section 3 – Working with the Contracting Authority.

Section 3 – Contact details		
3.1	Contracting Authority Name and address	UK Space Agency Polaris House North Star Avenue Swindon SN2 1SZ
3.2	Buyer	Michelle Boulton
3.3	Buyer contact details	DD: 01793867212 Michelle.Boulton@uksbs.co.uk
3.4	Estimated value of the Opportunity	£300k – £600k excl.VAT Important: The maximum value of the initial year 1 contract is £150,000 excl.VAT. Any bid received in excess of this maximum value will be deemed non-compliant and will subsequently not be evaluated.
3.5	Process for the submission of clarifications and Bids	All correspondence shall be submitted within the Emptoris e-sourcing tool. Guidance Notes to support the use of Emptoris is available here. Please note submission of a Bid to any email address including the Buyer <u>will</u> result in the Bid <u>not</u> being considered.

Section 3 - Timescales		
3.6	Date of posting of Contract advert to OJEU.	29/11/2018
3.7	Date RFP available to Bidders	30/11/2018 or shortly thereafter
3.8	Bidder conference (if relevant)	N/A
3.9	Latest date / time RFP clarification questions shall be received through Emptoris messaging system	07/01/2019 11:00 am
3.10	Latest date / time RFP clarification answers should be sent to all Bidders by the Buyer through Emptoris	08/01/2019 14:00 pm
3.11	Closing date and time for Bidder to request RFP documents	14/01/2019 11:00am
3.12	Closing date and time for Bidder to submit their response ('the deadline ').	14/01/2019 14:00pm

3.13	Clarifications and / or site visits (if required)	28/01/2019
3.14	Notification of proposed Contract award to unsuccessful bidders	12/02/2019
3.15	Anticipated Contract Award Date	25/02/2019
3.16	Commencement of Contract	01/03/2019
3.17	Bid Validity Period	90 Days

Section 4 – Specification and about this procurement

Introduction

The UK Space Agency (UKSA) is an Executive Agency of the Department for Business, Energy and Industrial Strategy (BEIS) employing ~200 employees. The organisation has headquarters in Swindon, with additional offices in Harwell and London. The Agency comprises of six Directorates, including, Programmes, Growth, Operations and Performance, International, Commercial Space and Regulation.

As part of its work to promote the benefits of space technology and services within the Government and around the globe, the UK is part of the International Charter: Space and Major Disasters (here on in referred to as the Charter).

Aims

The Charter aims to provide a unified system of space data acquisition and delivery to those affected by natural or man-made disasters. Further details on the Charter can be found at <https://disasterscharter.org/>.

The UK has been a Charter member since 2005 and wishes to continue to play an active leadership role. UKSA has a requirement for specialist strategic support to ensure the Charter is performing effectively, interfacing effectively with existing and any potential new data providers and users and ensuring there is optimal awareness and uptake of the Charter within the UK Government and with selected overseas partners.

This tender is therefore intended to:

- Establish a long term, flexible contract support arrangement which provides skilled/expertise resources to work alongside the Agency, associated UK data providers and Charter bodies, as the UK's Representative on the Charter Executive Secretariat and provide strategic support to the Agency on Disaster Risk Management activities.

In order to:

- Meet the UK's international obligations to the Charter organisation
- Ensure HMG Authorised Users and Project Managers are aware, effectively trained and suitably competent when interfacing with emergency satellite services and Charter activation processes
- Ensure that Charter delivery activities remain timely, fit for purpose, value for money and reflect best practice in emergency response using satellite data, and
- Support the Agency in promoting UK capabilities for public good in line with wider UK interests and Agency initiatives

Objectives

- Influence and represent the agreed UK position at international meetings on disaster risk management which utilise satellite resources.
- Perform the duties required of the Executive Secretariat, including effectively liaising between stakeholders to ensure the UK continues to support efficient operational responses and continuous improvement activities
- Complete any assigned actions agreed with the UK Board Representative and as directed and agreed by the wider Charter Board,
- Train and advise wider UK HMG stakeholders and nominated overseas partners on engaging with the Charter to ensure optimal use and uptake.
- Provide, on behalf of the UKSA, an informed, efficient and effective interface between the Executive Secretariat, other Charter Members, the UKSA and wider UK Government personnel and bodies dealing with Disaster Risk Management.
- Provide impartial advice and support to enable continued active influence and UK participation in the Charter, ensuring the optimal use and uptake of satellite resources for disaster response within the UK Government and on behalf of other nominated partners.
- Provide specialist advice and guidance during UK emergencies, as required.
- Maintain up to date and adequate records of ongoing Charter engagement activities, all training provided and any agreed processes/procedures to enable optimal and effective communication between stakeholders, to minimise business continuity risk and to demonstrate progress against agreed milestones/actions.

The UKSA wishes to ensure continuity of support to meet UK Charter commitments by procuring access to resources with the following attributes/skills/expertise:

- Up to date knowledge of the national and international disaster risk management landscape, relevant organisations and their respective approaches
- Up to date knowledge of the disaster risk management cycle and how satellite resources can be applied within that cycle
- A wide knowledge of Earth Observation/geospatial capabilities and value adding products and providers which are currently used or could be of future use in common disaster risk management scenarios.
- Ability to work autonomously to deliver agreed improvement activities to performance cost and time with a variety of stakeholders
- Ability to work as part of a wider/virtual UK collective team effort for the wider benefit of the UK
- Ability to work as part of an international team (the Executive Secretariat)
- Ability to work under pressure, communicating clearly in a timely manner during emergency situations, liaising, seeking clarification and making decisions and/or

recommendations as required based on the balance of sometimes limited evidence available

- Awareness of wider UK Space Agency programmes and industrial growth objectives
- Ability to liaise with satellite operators/data suppliers to understand technical advice on the feasibility and viability of process improvement
- Negotiate effectively to achieve mutually acceptable outcomes
- Demonstrate a high degree of political awareness and diplomacy – at a national and international level

Whilst demonstrating they can

- Perform the functions above to ensure ongoing professional support to the Charter
- Minimise business continuity risk by reducing single points of failure, where possible
- Provide independent/balanced advice to UKSA which may sometimes fall outside of suppliers own direct commercial interests.

Background to the Requirement

The Charter is an international collaboration, through which satellite Earth Observation (EO) data is made available to assist in global disaster response and management. This unique initiative mobilises space agencies around the world and benefits from their know-how and their satellites through a single access point that operates 24/7 and at no cost to the end user.

There is no central funding mechanism in place to operate the Charter. Members of the Charter provide their resources on a voluntary and best endeavours basis. The Charter is governed by a Management Board, with delivery overseen by an Executive Secretariat. Chairmanship of the Board and the Executive Secretariat rotates around members every six months. All new contributing members are expected to take on this role within 3-5 years of joining the Charter. The UK last chaired the Charter in April 2017, so is not expected to take on this role again within this contract period.

In the UK, the UKSA is the Charter Board Member but the Cabinet Office Civil Contingencies Secretariat (CCS) and DFID are the recognised Authorised Users (AU) who can request activation of the Charter in an emergency. The Charter is one of two civil earth observation based emergency response mechanisms currently in use by the UK Government. The Copernicus Emergency Management Service (EMS) provides pre-processed maps/products, whilst the Charter provides access to the satellite data itself. Those governmental organisations with in-house geospatial/data handling and analysis capabilities are trained as UK Project Managers who can receive and process this data, which when combined with other value adding data sets, can be used to support decision makers (at COBR meetings or through the Civil Contingencies Secretariat) and those responding on the ground.

The UK's participation in the Disaster Charter arose through a novel industry led consortium (via DMCii) collaboration with BNSC (now UKSA). The UK's acceptance into the Charter was approved in 2005. Currently, assured data from a UK owned and operated asset is provided into the Charter on a voluntary basis (at no direct cost to the Agency). UKSA has, however, historically funded industry staff costs to meet UK emergency response obligations and to take an active part in the Executive Secretariat (the Charter's co-ordinating/delivery arm), thereby minimising Agency staff involvement in daily operational delivery.

The UK wishes to continue to utilise the Charter for UK Government use and be an active participant and influencer in the Charter organisation. The UK also has made ongoing international commitments to provide operational support for disaster response by specifically tasking satellites and providing data as requested in the correct format and supporting rota duties for the 24/7 Emergency on Call Officer (ECO) duties. However please note that the UK Operational Support aspects of this role will not form part of this PR18096 procurement opportunity, and instead will be provided under a separate contract. This PR18096 specification refers only to those requirements necessary for the strategic support role. This role will involve significant interaction between the Agency, UK Government stakeholders, the Charter Executive Secretariat and the UK Operational Support provider.

For Bidder Information

Longer term, the Agency will seek to understand how the UK can better support Disaster Risk Management (DRM), better align activities undertaken within various Agency programmes (such as the Space for Smarter Government and International Partnerships Programmes) and encourage a more comprehensive UK approach/offering into the Charter. Bidders are to note that this is for bidder information only and does not form part of this procurement.

Scope

The UK Space Agency wishes to procure Strategic Support to enable the optimal uptake and usage of the Charter, in line with wider UK interests.

As the level of support is, to some extent, influenced by end users' needs and the agreed strategic workplan of the Charter Board (which evolves over time) the Agency is seeking the continuity of support enabled by a long-term contract agreement but through an arrangement which is transparent, will be annually reviewed and can adapt to an evolving Charter workplan.

The overarching contract envelope will be for a maximum period of 4 years (1 year plus options for three 1-year extensions) which will be annually reviewed.

This Strategic Support arrangement will comprise:

- Core Requirements
- Optional – Additional Work Packages

All Optional work will not form part of the scored assessment and will only be contracted for in line with Agency requirements

Core Requirements

The Agency has the following Core Requirements;

- 1) Perform the duties required of the Charter Executive Secretariat on behalf of the UKSA**
- 2) Provide specialist training to ensure optimal awareness, use and uptake of the Charter**
- 3) Provide guidance to the UKSA on effective management of Disaster Risk Management activities for wider UK benefit**

Further information and assumptions relating to each of these requirements are explained in

more detail below.

Requirement 1 - Perform the duties required of the Charter Executive Secretariat on behalf of the UKSA

This shall include the following sub-categories:

- **1a - Representing the UK's position at Charter Executive Secretariat meetings.**
- **1b - Completing all agreed actions assigned to the UK against the Charter workplan.**
- **1c - Providing expert advice, briefing, guidance to support the UKSA at the Charter Management Board**
- **1d- Liaise with the UK's Operational Support Provider to ensure a coordinated UK response**
- **1e – Represent the Charter and associated UK DRM activities at Outreach events**
- **1f – Represent the Charter and associated UK DRM activities at pre-agreed Disaster Working Groups**

Requirement 1 - Additional information/background

The Charter is governed by a Management Board, with delivery of the Board's strategic intent and direction executed and overseen by an Executive Secretariat (ES). The UK's Executive Secretariat Representative is effectively representing the UK Government's position on many items discussed within the Charter. The ES Representative also provides expert, trusted advice and guidance to the UK Government. It is therefore essential that those fulfilling this role are politically aware and can demonstrate there is no conflict of interest with wider commercial interests when providing advice on disaster response or performing wider Charter business. Bidders should clearly state in their proposals how they will manage any perceived conflicts of interest to ensure this role is performed for wider UK and Charter benefit.

As the delivery body of the Charter, the Executive Secretariat team usually meets "virtually" via teleconference on a monthly basis. These discussions can be wide ranging and cover ongoing activations, lessons learnt/anomaly reports, Charter software updates, training, meeting actions or workplan activities assigned to ES by the Board. The UK Representative should take an active part in all meetings and summarise/ communicate the outcomes of all meetings with key stakeholders in a timely manner (including the UK Operational Support provider/s and end users where relevant) as required. Executive Secretariat teleconferences take place on a monthly basis for ~2 hours/month. These are usually held during normal UK office hours (8.30am – 5.30pm).

Face to face Executive Secretariat (ES) and Management Board (MB) meetings occur two times per year. They run sequentially during the same week. Executive Secretariat meetings are usually held Monday to Wednesday, followed by the Management Board Thursday and Friday, commencing Monday lunchtime and concluding Friday mid-afternoon. Bidders are responsible for arranging all their own travel arrangements to attend these face to face meetings. This should include all necessary associated costs and should ensure that representatives welfare and safety is taken into account.

Where invitation letters and visas are required to visit specific countries, the Agency and hosting Charter Members will assist with this process where this is a condition required for entry. Note – Agency attendees are expected to seek value for taxpayers' money at all times and will normally travel economy class and within public sector policy T&S rates, unless there is a justified business requirement to deviate from this.

Meals (lunch and refreshments) are usually provided during meetings for all attendees. With the exception of the optional Day 4 evening dinner event, breakfast and evening meals are not usually provided by the host Agency.

Meetings are arranged and hosted by the Chair Agency, which rotates every 6 months around the members. For Year 1, CSA (Canada) will lead in late April/May 2019 and then ROSCOSMOS (Russia) in October 2019. For Year 2 this will be CSNA (Beijing) in April 2020 and JAXA (Tokyo) in October 2020. The timetable for Year 3 and Year 4 is not yet agreed but is likely to involve

international travel to the Middle East, Asia and/or South America (potentially India, Brazil, Korea and the United Arab Emirates). This information will be confirmed as a minimum 6 months, and usually 12 months prior to any meeting taking place. Exact meeting locations and timings are confirmed 6 months prior to the meeting, with agencies usually arranging special rates for a limited period at the venue or nearby hotels for attendees (usually ~£90-£140/night dependent on venue and host country).

Sufficient allowance should be made in your response for reviewing all meeting papers, preparing responses for all actions involving the UK and briefing the UKSA Management Board Representative (based in Swindon) at least a week prior to these face to face meetings to prepare the UK position, writing up key outcomes to enable effective Agency record keeping, reporting and progress monitoring.

Board progress meetings occur via teleconference approximately three months after the face to face meeting. These usually last 2 hours. As with face to face meetings, bidders should ensure the UKSA Board Representative is sufficiently briefed on all agenda items at least a week prior to the meeting.

To ensure work requested by the Board and Executive Secretariat is fully aligned with operational delivery, communication between the Operational Support provider and the UK ES Representative is essential. To enable effective communication and manage this interface bidders should include 6 meetings per year in their proposal (with meetings lasting no more than 2 hours per meeting). Any other assumptions relating to these meetings should be clearly listed in your proposal.

Raising awareness of the Charter and how to effectively access its resources (whether through becoming an Authorised User or through the Universal Access route) is also a key component of the ES role. Bidders should include provision for supporting and presenting the UK at conferences and events (i.e. UN COPUOS /UNISPACE, UK Space Conference, IPP/SSGP Showcase) in their core proposals. Please assume 3 Outreach events per year, one within the UK, one within Europe and one International for core pricing purposes). Bidders are actively encouraged to include Optional Work Packages and T&S rates for supporting additional events (beyond the 3 events and assumptions allowed under the core requirement)

The UK also has a seat on the CEOS Working Group on Disasters. For representing UK interests and attendance at the CEOS Working Group on Disasters, to ensure alignment and co-ordination with Charter activities, please assume 12 days' worth of effort. CEOS meetings for Year 1 are expected to be held in Greece in early March 2019 and Iceland in late September/early October 2019. Locations of meetings for Year 2 are not yet known. For further information on CEOS please visit <http://ceos.org/ourwork/workinggroups/disasters>

Requirement 1 – Pricing Assumptions

Please use the following common assumptions in your pricing schedule for Year 1, clearly stating any additional costs outside these core assumptions in your pricing schedule. Please note that AW5.2 is a scenario-based pricing schedule and actual effort required may be subject to change by the contracting authority. The total number of anticipated days' work required for the AW5.2 scenario is 71 days.

Sub Category	Function	Type	Duration	Frequency	Location
1a	Executive Secretariat	Face to Face Meeting	3 days+1-day travel per meeting+2 days preparation (6 days per meeting)	2 meetings per year	April/May 2018 – Canada (Quebec) October 2018 – Russia (tbc – expected to be St

					Petersburg)
1b	Executive Secretariat	Teleconference	2 hours per meeting+2 hours preparation (0.5 day total per telecon)	12 teleconferences per year	N/A
1b	Executive Secretariat	Workplan activities	20 days per year	As required to deliver actions	N/A
1c	Management Board	Face to Face Meeting	2 days +1 day travel per meeting +1 day preparation (4 days per meeting)	2 meetings per year	April/May 2018 – Canada October 2018 – Russia
1c	Management Board	Teleconference	2 hours per meeting+2hours preparation (0.5 day total per meeting)	2 times per year	N/A
1d	Operational Support Liaison	As per bidder's response	2 hours per meeting+2 hour preparation (0.5 days total per meeting)	6 times per year	Guildford (if face to face meeting)
1e	Outreach Events	Conferences	1 day UK (incl travel) 2 days Europe (incl travel) 3 days International (incl travel) + 1 day preparation per event (9 days total)	3 events per year	1 x National 1x Europe 1x International
1f	CEOS Working Group	Face to Face Meeting	6 days per meeting including travel and preparation	2 meetings per year	1xGreece (March) 1x Iceland (Sept/Oct)

Requirement 1 – Required Deliverables

- Briefing materials and UK presentations/papers in advance of Charter meetings to ensure the UK delivers timely and relevant input into Charter meetings. Final copies of UK lead presentations are to be uploaded to the Charter FTP site for dissemination to all attendees 3 days prior to the meeting start date.
- Comprehensive Board briefing packs – in Word or as a PDF document – delivered to the UK Board Member a minimum 1 week (5 working days) prior to all Board meetings (which are usually held in April, July, October, January). Pack should cover cover, as a minimum, the agenda, aim of the agenda item, decision sought (if known), any relevant background information and papers produced, recommended lines to take/suggested UK position against each Agenda item.
- Summary of Management Board meeting discussions and any actions involving the UK. Quality should be sufficient to check accuracy and provide constructive comment or recommended approval of Board meeting minutes (which may be issued several weeks after the meeting). Notes to be issued within 10 working days following the meeting.

- Summary of Operational Support Meetings – a brief summary of key highlights and any significant risks/action points arising, delivered within 5 working days of meeting.
- For Outreach events – a summary of the event attended, key contacts established, and any follow up actions required, delivered within 10 working days of event.
- For CEOS meetings – a summary of the meeting discussions, recommendations for next steps/any actions involving the UK. Quality should be sufficient to brief the UKSA lead and to check accuracy and provide constructive comment on the minutes. Notes to be issued within 10 working days following the meeting.

Requirement 2 - Provide specialist training to ensure optimal use and uptake of the Charter and satellite resources during Disaster Risk Management activities

This shall include the following sub-categories:

- ***2a - Provide effective training sessions to UK Charter Authorised Users (AUs)***
- ***2b - Provide effective training sessions for UK Charter Project Managers (PMs)***
- ***2c - Provide annual refresher training to all UK trained personnel (AUs and PMs)***
- ***2d - Support new entrant training activities with pre-agreed selected UK overseas partners***

Requirement 2 - Additional information/background

The Cabinet Office Civil Contingencies Secretariat (CCS) and Department for International Development (DfID) are the current UK Authorised Users (AUs) of the Charter. The Cabinet Sub Committee for Scottish Government Resilience (CSC SGoR) is currently also being trained to activate via a special procedure through CCS. There has historically been a high rotation of staff within these AU emergency response posts (staff rotations every 12-18 months) which can often necessitate training of new staff at short notice, often with limited handover.

Over the last two years, significant effort has been put into raising awareness of the Charter within relevant UK government organisations and increasing the number of trained UK Project Managers (PMs). Current UK trained PMs include those with in-house Geographic Information Systems (GIS) capabilities and include the Environment Agency (EA), Joint Nature Conservation Committee (JNCC) and British Geological Survey (BGS). The Scottish Environmental Protection Agency (SEPA), Centre for Environment, Fisheries, and Aquaculture Science (CEFAS) and the British Antarctic Survey (BAS) are currently being trained as additional UK PMs. Each of these UK Government entities has a different specialism and interest in the different types and locations of disaster scenarios. Staff rotation in these types of specialist posts has historically been less frequent than for those in AU roles, but hands on activation experience is currently low amongst newly trained PMs.

The training provided is a mixture of general briefing/initial awareness raising, dedicated Project Manager and Authorised User training and refresher sessions, which can be expected to total around 10 UK based training sessions per year, on average.

As an example, over the last year, the following meetings took place/were scheduled:

- 1 CCS awareness raising session (as part of a wider SSGP initiative)
- 1 Authorised User (AU) training session (London)
- 1 initial awareness event in Scotland
- 1 modified AU training session in Scotland
- 1 remote AU (via video conference) session for the United Arab Emirates
- 1 Project Manager (PM) session (undertaken as a workshop appended to an existing ES meeting at EUMETSAT)
- 3 full new PM training sessions (Peterborough, Lowestoft and Edinburgh)
- 2 PM refresher training session (Keyworth and Bath).

In future, additional governmental organisations with in-house GIS capabilities in the Devolved Administrations are likely to be targeted for PM training. There are no currently no firm plans to expand the number of government AUs able to activate the Charter within the UK.

Historically, conducting AU training takes ~0.5 of a working day, new PM training 2 working days, general awareness sessions and refresher training ~0.3 of a working day, plus associated logistics and advance preparation. Most training has historically taken place within Government offices (at no cost to the Agency) or via tele/video conference. Where the UK is supporting/mentoring an overseas partner, please assume the partner will travel to the UK or the engagement will be by video or teleconference. Training for overseas partners (i.e. for new Charter Members or for Universal Access) will be pre-agreed with the UKSA.

Effective stakeholder engagement, awareness of government organisation roles and responsibilities and clear communication skills are required to effectively deliver this component of the requirement. Bidders are encouraged to propose innovative approaches for effectively delivering this training but for Pricing purposes should assume a maximum of 10 days will be spent delivering formal training. If you do not have current experience of Charter processes, please ensure you outline in your response how you would gain this experience and any assumptions made.

Requirement 2 – Pricing Assumptions

Please assume 10 days worth of training delivery is required as part of the core requirement and training takes place in the UK, with no charges assigned for use of Government meeting rooms at users' locations.

Your activities relating to providing this training should be clearly listed in your proposal response and reflect the methodology/approach you have outlined in your question responses.

Requirement 2 – Required Deliverables

- A short summary of the training event, highlighting any actions arising or lessons learnt, and electronic copy of any training materials used, within 5 working days of completion of the training.
- An updated training log, which enables the UKSA to contact UK Government trained personnel in the event of an activation. All personal data stored should be stored securely and in accordance with GDPR. This log should include all UK contacts (names, disaster type expertise area and contact details), their role in UK Charter use (AUs/PMs) and their training status (i.e. date trained, type of training received, when refresher training is required). This should be provided within 5 working days of completion of the training.
- Inclusion of the forward training plan (training conducted and sessions planned within the coming quarter), should be included in the Quarterly report (see Additional Reporting)

Requirement 3 - Provide specialist advice and guidance on effective management, co-ordination of Disaster Risk Management activities to the UK Government and its nominated partners

This shall include the following sub-categories:

- ***3a- Providing short notice advice and guidance during emergencies to advise Authorised, Users, Project Managers and UK overseas partners – as required.***
- ***3b- Liaison with the Operational Support Provider and Value Adding Providers prior to and during activations where UK resources and assets could add additional benefit***

Requirement 3 - Additional information/background

The circumstances leading up to a disaster will differ and how that event evolves will also change as the incident progresses. Some disasters can be slow to evolve (i.e. over weeks - drought), others can follow historical patterns and have several risk indicators (days - flooding, hurricanes - river gauges, weather forecasts) whilst others sometimes occur with minimal warning (hours - earthquake & tsunami, industrial accidents).

Although they will have received formal training (as outlined in the background in Requirement 2), recent experience of activating the Charter or project managing an event could be low, so Authorised Users and Project Managers may call upon the Agency and UK Executive Secretariat Representative to provide specialist advice and expert guidance on the best way to process requests and explore the various technical options available to them prior to an activation and/or during an event as it evolves so they can get the maximum benefit from the various satellite resources available to them.

As an example, during 2018 the UK Executive Secretariat Representative was consulted on potential activations for wildfires in Scotland and Manchester, flash flooding in Northern Ireland and also providing advice to the UKSA on how best to assist the Guatemalan government on activating for the Fuego volcanic eruption and value adding products/resources. Whilst only one of these incidents led to activation of the Charter (Fuego), advice from the UK Representative for other events led to the involvement of key UK expertise and commissioning of other satellite resources (Copernicus EMS).

As the Charter is a voluntary organisation which operates on a best endeavors principle and UK activations are not a regular occurrence at present, 24/7 cover is currently not provided for this ad-hoc guidance role. It is expected that applicants will be available during standard office hours and will be sufficiently flexible to prioritise activities, respond to disasters and provide timely responsive cover to queries of this nature, and that they will inform the Agency when it will not be possible to provide normal levels of cover in advance. Any assumptions relating to availability should be clearly stated in your proposal.

Options for a 24/7 on-call response approach can be provided as an optional work package, but for core support, please assume a maximum of 5 full days per year will be needed for responding to this type of short notice advice request. The Agency should be kept informed of all such requests and progress. Lessons learnt should also be gathered during such events to help optimise feedback to the Charter ES, for future UK response and training delivery.

As the UK provision consists of both Operational and Strategic support, working in partnership with the UK's Operational Support provider is a critical component of the role undertaken by the Executive Secretariat Representative. During discussions relating to potential activations, the ES Rep should keep the Operational Support provider informed of developments to enable optimization of UK assets to aid a timely response should the Charter be activated. Please assume 0.5 days effort to allow for this engagement in your pricing schedule.

Pricing Assumptions

For pricing purposes, please assume 5 days per year for responding to short notice advice requests from AUs/PMs which may precede or occur during an activation and 0.5 days per year for liaising with the UK's Operational Support provider and Value Adding Providers during such events.

Requirement 3 – Required Deliverables

- Copies of all Charter Activation requests should be forwarded to the UKSA Board Representative, for information.
- The UKSA Board member should be copied in on all electronic correspondence where advice is being sought by a UK government official on potential activation requests which have a UK interest.

- If applicable - Where there is UK involvement in an activation, a summary of any lessons learnt should be included in the Quarterly Report.
- If applicable and with UKSA agreement - any activation lessons learnt which are deemed to help improve future response should be incorporated into all relevant training materials (provided under Requirement 2) within 2 months of the event.

Please note that for core and optional requirements actual effort required is subject to change by UKSA. Any options included in your proposal should be listed separately in Table 3 of the pricing schedule. Options should be calculated using the bidder day rates schedule Table 2 and their total value will be subject to change according to actual effort required. Calculation of options should provide rates for staff time and T & S (subject to UKSA travel policy limits). UKSA may need to amend time/ resources in order to deliver emergent Charter objectives (emerging from the Charter Workplan) or to enable wider Agency work, where this expected work exceeds the pricing assumptions listed above in the core requirement. Bidders should provide rates for staff time and T&S, with travel broken down by local, national, short haul (Europe) and long haul (International).

Optional – Additional Work Packages

Subject to budget availability, the Agency may also wish to procure the following work packages:

- Providing guaranteed 24/7 cover for providing advice to the UKSA, AUs and PMs during disaster events (i.e. over and above the assumptions listed in Requirement 3)
- Representing UKSA interests at additional disaster related working groups, such as the cross-Government Natural Hazards Partnership meetings (in relation to DRM activities which utilise space in response, noting any representative will **not** be representing the Agency on space hazards (such as Space Weather). For further information on the Natural Hazards Partnership please visit <http://www.naturalhazardspartnership.org.uk/>
- Running additional training sessions
- Supporting additional Outreach events

Optional work packages will not form part of the scored assessment.

Please note - The bid stage is the only opportunity for bidders to offer the optional work packages. If the bidder chooses not to offer these options, they will not be able to offer them at a later stage and/ or for the duration of the contract.

Notes applying to all core and optional requirements

Staff members must:

- write and speak fluent English – all Charter business is conducted in English.
- hold HMG basic security clearance or be willing to obtain this in order to gain access to HMG establishments and to be briefed on UK Government emergency response procedures.
- dial into all monthly ES teleconference meetings –these are usually held during UK working hours

- dial into all mid-term Board teleconference meetings this may require occasional out of hours working (this is dependent on the time-zone of the Chairing nation)
- attend all Executive Secretariat and Management Board meetings in person
- be able to undertake significant domestic and international travel in line with training needs and the Charter Chair rotation plan (this will usually involve at least one week overseas during April and October)

Other Reporting Requirements/Deliverables

- A quarterly progress report (in Word or PowerPoint) which includes a summary of all work conducted during that period, a forward plan/schedule for the following quarter, a financial summary against assumed outlay (planned vs actuals) and key risks /issues/ opportunities which will be discussed at a quarterly contract progress meeting.

The Contract duration shall be for a period of 1 year with optional extensions at annual intervals for a maximum of three (3) additional years.

Annual extensions will be subject to budget availability.

The value of the contract shall also be the maximum annual value of any additional years added up to the total maximum calculated value of year 1 + year 2 + year 3 + year 4.

Price

Bidder day rates will remain firm and fixed for 2 years. Thereafter they shall be subject to change in accordance with a price adjustment mechanism for years 3 & 4 using the Retail Price Index (RPI) as published by the Office for National Statistics. Year 3 & 4 prices shall be adjusted annually to be effective from the date of contract extension, i.e. the indexation shall not be compounded, and each adjustment will be fixed for the 1 year extension period. In years 3 & 4 the maximum increase in any 12 month period shall be the lesser of the Retail Price Index (RPI) or 4%. The base date for the RPI indexation shall be the contract award date. In the event where an index ceases to be published, during the period of the contract the authority and the contractor shall agree a fair and reasonable adjustment to the relevant index, or, if appropriate, shall agree a revised methodology which will have substantially the same effect as the RPI

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Section 5 – Evaluation model

5.1 Introduction

- 5.1.1 The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the bidders who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
- 5.1.2 The evaluation team may comprise staff from UK SBS and the Contracting Authority, and any specific external stakeholders the Contracting Authority deem required

5.2 Evaluation of Bids

- 5.2.1 Evaluation of Bids shall be based on a Selection questionnaire defined in the e-sourcing tool.

5.3. SELECTION questionnaire

- 5.3.1 The Selection questionnaire shall be marked against the following Selection pass / fail and scoring criteria.
- 5.3.2 The selection questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria.

Selection Pass/fail criteria		
Questionnaire	Q No.	Question subject
Selection Part A	SEL1.13	Contact details and declaration
Selection Part B	SEL2.2	Participation in a criminal organisation
Selection Part B	SEL2.3	Corruption
Selection Part B	SEL2.4	Fraud
Selection Part B	SEL2.5	Terrorist Offences or offences link to terrorist activities
Selection Part B	SEL2.6	Money laundering or Terrorist financing
Selection Part B	SEL2.7	Child Labour and other forms of trafficking in human beings
Selection Part B	SEL 2.8	Self cleaning
Selection Part B	SEL 2.9	Payment of tax or social security
Selection Part B	SEL 2.10	Cyber essentials
Selection Part B	SEL2.20	General Data Protection Act (GDPR)
Selection Part C	SEL3.2	Breach of environmental obligations
Selection Part C	SEL3.3	Breach of social obligations
Selection Part C	SEL3.4	Breach of labour law obligations
Selection Part C	SEL3.5	Bankruptcy
Selection Part C	SEL3.6	Guilty of grave professional misconduct
Selection Part C	SEL3.7	Distorting competition
Selection Part C	SEL3.8	Conflict of Interest

Selection Part C	SEL3.9	Prior involvement in procurement process
Selection Part C	SEL3.10	Prior performance of contract
Selection Part C	SEL3.11	Serious Misrepresentation
Selection Part C	SEL3.12	Withholding information
Selection Part C	SEL3.13	Unable to provide supporting documentation for ESPD
Selection Part C	SEL3.14	Influenced the decision making process
Selection Part D	SEL4.1	Audited accounts
Selection Part D	SEL4.2	Minimum financial threshold
Selection Part D	SEL4.3	Wider group / guarantee
Selection Part D	SEL4.4	Insurance
Selection Part E	SEL5.1	References
Selection Part E	SEL5.4	Compliance under Modern Slavery Act 2015
Selection Part E	SEL5.5	Health and Safety Policy
Selection Part E	SEL5.6	Enforcement/remedial orders in relation to the Health and Safety Executive
Selection Part E	SEL5.7	Breaching environmental legislation
Selection Part E	SEL5.8	Checking sub-contractors for infringement of environmental legislation
Selection Part E	SEL5.9	Unlawful discrimination
Selection Part E	SEL5.10	Checking sub-contractors for unlawful discrimination
Selection Part E	FOI1.1	Freedom of information
	In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.	

5.3.3 Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

5.3.4 The evaluation model below shall be used for this RFP which will be determined to two decimal places.

5.3.5 Questions marked 'for information only' do not contribute to the scoring model.

5.3.5 During the evaluation stage, the intention is that only Bidders who pass all the Mandatory and Discretionary requirements of the RFP will be considered for award stage evaluation.

5.4. AWARD questionnaire

5.4.1 The award questionnaire shall be marked against the following Mandatory or discretionary pass / fail criteria. Each Mandatory pass / fail question includes a clear definition of the requirements of a successful response to the question.

Award Pass/fail criteria		
Questionnaire	Q No.	Question subject
Commercial	AW1.1	Form of Bid
Commercial	AW1.2	Bid validity period
Commercial	AW1.3	Certificate of bona fide Bid
Commercial	AW4.1	Compliance to the Contract Terms
Commercial	AW4.2	Changes to the Contract Terms
Price	AW5.1	Firm and fixed price
Price	AW5.3	Open book policy
Commercial	AW5.5	E Invoice
Commercial	AW5.6	E Invoice implementation
Quality	AW6.1	Compliance to the Specification
Quality	AW6.2	Variable Bids
Quality	AW7.4	CVs
-	-	Request for Quotation response – received on time within the e-sourcing tool
In the event of a Bidder failing to meet the requirements of a Mandatory pass / fail criteria, the Contracting Authority reserves the right to disqualify the Bidder and not consider evaluation of the any of the selection stage scoring methodology, nor the Award stage scoring methodology or Mandatory pass / fail criteria.		

5.4.2 The Award questionnaire shall be marked against the following Award scoring criteria.

5.4.3 The evaluation model below shall be used for this RFP which will be determined to two decimal places.

5.4.4 Questions marked 'for information only' do not contribute to the scoring model.

5.4.5 To maintain a high degree of rigour in the evaluation of your bid, a process of moderation will be undertaken to ensure consistency by all evaluators.

After moderation the scores will be finalised by performing a calculation to identify (at question level) the mean average of all evaluators (Example – a question is scored by three evaluators and judged as scoring 5, 5 and 6. These scores will be added together and divided by the number of evaluators to produce the final score of 5.33 ($5+5+6=16 \div 3 = 5.33$))

Award Scoring criteria

Evaluation Justification Statement

In consideration of this particular requirement the Contracting Authority has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this RFP. The Contracting Authority considers these weightings to be in line with

existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks
Price	AW5.2	Price	30%
Quality	PROJ1.1	Delivery Methodology	15%
Quality	PROJ1.2	Relevant Roles, Responsibilities & Expertise	25%
Quality	PROJ1.3	Stakeholder Engagement	25%
Quality	PROJ1.4	Delivery Risk	5%

Award Evaluation of criteria

Non-Price elements

Each question will be judged on a score from 0 to 100, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.

Where an evaluation criterion is worth 20% then the 0-100 score achieved will be multiplied by 20%.

Example if a Bidder scores 60 from the available 100 points this will equate to 12% by using the following calculation:

$$\text{Score} = \{\text{weighting percentage}\} \times \{\text{bidder's score}\} = 20\% \times 60 = 12$$

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

The 0-100 score shall be based on (unless otherwise stated within the question):

0	The Question is not answered, or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question or have provided some evidence but it is insufficient to provide confidence that they can meet the requirement. Significant weaknesses identified.
20	Very poor response and not wholly acceptable. Some evidence that supplier can meet the requirement but requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the award question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Medium probability of being a capable supplier.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques/ approaches and rationale explained.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques/ approaches and rationale clearly explained, providing full assurance consistent with a quality provider.

All questions will be scored based on the above mechanism. Please be aware that there may

be multiple evaluators. If so, their individual scores will be averaged (mean) to determine your final score as follows:

Example

Evaluator 1 scored your bid as 60
Evaluator 2 scored your bid as 40
Evaluator 3 scored your bid as 80
Evaluator 4 scored your bid as 60
Your final score will $(60+40+80+60) \div 4 = 60$

Price elements will be judged on the following criteria.

The lowest price for a response which meets the pass criteria shall score 100.

All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.

For example - Bid 1 £100,000 scores 100.

Bid 2 £120,000 differential of £20,000 or 20% remove 20% from price scores 80

Bid 3 £150,000 differential £50,000 remove 50% from price scores 50.

Bid 4 £175,000 differential £75,000 remove 75% from price scores 25.

Bid 5 £200,000 differential £100,000 remove 100% from price scores 0.

Bid 6 £300,000 differential £200,000 remove 100% from price scores 0.

Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50

In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: $\text{Score/Total Points} \times 50$ ($80/100 \times 50 = 40$)

The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.

5.5. Evaluation process

5.5.1 The evaluation process will feature some, if not all, the following phases

Stage	Summary of activity
Receipt and Opening	<ul style="list-style-type: none">RFP logged upon opening in alignment with UK SBS's procurement procedures.Any RFP Bid received after the closing date will be rejected unless circumstances attributed to the Contracting Authority or the e-sourcing tool beyond the bidder control are responsible for late submission.
Compliance check	<ul style="list-style-type: none">Check all Mandatory requirements are acceptable to the Contracting Authority.Unacceptable Bids maybe subject to clarification by the Contracting Authority or rejection of the Bid.
Scoring of the Bid	<ul style="list-style-type: none">Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the Selection criteria.
Clarifications	<ul style="list-style-type: none">The Evaluation team may require written clarification to Bids
Re - scoring of the Bid and Clarifications	<ul style="list-style-type: none">Following Clarification responses, the Evaluation team reserve the right to independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the

	Selection criteria.
Moderation	<ul style="list-style-type: none"> • To review the outcomes of the Due Diligence • To agree final scoring for each Bid, relative rankings of the Bids
Validation of unsuccessful Bidders	<ul style="list-style-type: none"> • To confirm contents of the letters to provide details of scoring and relative feedback on the unsuccessful Bidders Bid in comparison with the successful Bidders Bid.

Section 6 – Selection and award questionnaires

Section 6 – Selection questionnaire

6.1 Introduction

The Selection questionnaires are located in the within the e-sourcing tool.

Guidance on completion of the questions are is available at
<http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 6 – Award questionnaire

- 6.2 The Award questionnaires are located within the e-sourcing tool.
- 6.3 Guidance on completion of the questions is available at <http://www.uksbs.co.uk/services/procure/Pages/supplier.aspx>

PLEASE NOTE THE QUESTIONS ARE NOT NUMBERED SEQUENTIALLY

Section 7 – General information

7.1. Introduction

7.1.1 The Contracting Authority wishes to establish a Contract for the provision of UK Participation in the International Charter ‘Space and Major Disasters’ – Strategic Support. The Contracting Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015 (as may be amended from time to time) (the “Regulations”). This is a services Contract being procured under the OJEU Open Procedure.

7.1.2 The Contracting Authority is procuring the Contract for add for its exclusive use.

7.1.3 UK SBS and the Contracting Authority logo, trademarks and other identifying marks are proprietary and may not be incorporated in the Companies response without or the Contracting Authority’s written permission.

7.1.4 The Bidder shall indemnify and keep indemnified UK SBS and the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Bidder of this document.

7.1.5 If there is any doubt with regard to the ambiguity of any question or content contained in this questionnaire then PLEASE ASK a clarification question, but please ensure that your question is via the formal clarification process in writing to the UK SBS representative nominated. No approach of any kind in connection with this opportunity should be made to any other person within or associated with UK SBS or the Contracting Authority. All information secured outside of this named contact shall have no legal standing or worth and should not be relied upon.

7.1.6 It remains the responsibility of the Bidder to keep UK SBS and the Contracting Authority informed of any matter that may affect continued qualification

7.1.7 Prior to commencing formal evaluation, Submitted Responses will be checked to ensure they are fully compliant with the Pass / Fail criteria within the Evaluation model. Non-compliant Submitted Responses may be rejected by the Contracting Authority. Submitted Responses which are deemed by the Contracting Authority to be fully compliant will proceed to evaluation. These will be evaluated using the criteria and scores detailed in the matrix set out in [Section 5](#).

7.1.8 Whilst it is the Contracting Authority’s intention to purchase the majority of its services under this Contract Arrangement from the Supplier(s) appointed this does not confer any exclusivity on the appointed Suppliers. The Contracting Authority and any relevant Other Public Bodies reserve the right to purchase any services and services (including those similar to the services covered by this procurement) from any Supplier outside of this Contract.

7.1.9 The Contracting Authority reserves the right not to conclude a Contract as a result of the current procurement process. Bidders should review the contents of Section 7 paragraph 7.8.1 when considering submitting their Response.

7.1.10 The services covered by this procurement exercise have NOT been sub-divided into Lots.

- 7.1.11 The Contracting Authority shall utilise the Crown Commercial Service (CCS – previously Government Procurement Service) Emptoris e-sourcing tool url <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> to conduct this procurement. There will be no electronic auction following the conclusion of the evaluation of the Request for Proposal (RFP) responses. Bidders will be specifically advised where attachments are permissible to support a question response within the e-sourcing tool. All enquiries with respect to access to the e-sourcing tool and problems with functionality within the tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.1.12 Please utilise the messaging system within the e-sourcing tool located at <https://gpsesourcing.cabinetoffice.gov.uk/sso/jsp/login.jsp> within the timescales detailed in [Section 3](#). if you have any doubt as to what is required or will have difficulty in providing the information requested. Bidders should note that any requests for clarifications may not be considered by the Contracting Authority if they are not articulated by the Bidder within the discussion forum within the e-sourcing tool.
- 7.1.13 Bidders should read this document, RfX attachments, messages and the evaluation questionnaires carefully before completing the Response submission. Failure to comply with any of these instructions for completion and submission of the Submitted Response may result in the rejection of the Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Response. Participation in the RFP process automatically signals that the Bidder accepts these Conditions.
- 7.1.14 All material issued in connection with this RFP shall remain the property of the Contracting Authority and/or as applicable relevant OPB and shall be used only for the purpose of this procurement. All Due Diligence Information shall be either returned to the Contracting Authority or securely destroyed by the Bidder (at the Contracting Authority's option) at the conclusion of the procurement
- 7.1.15 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Response.
- 7.1.16 The Bidder shall not make contact with any other employee, agent or consultant of UK SBS or the Contracting Authority or any relevant OPB or Customer who are in any way connected with this procurement during the period of this procurement, unless instructed otherwise by the Contracting Authority.
- 7.1.17 The Contracting Authority shall not be committed to any course of action as a result of:
- 7.1.18.1 issuing this RFP or any invitation to participate in this procurement;
 - 7.1.17.2 an invitation to submit any Response in respect of this procurement;
 - 7.1.17.3 communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement; or
 - 7.1.17.4 any other communication between UK SBS, the Contracting Authority and/or any relevant OPB (whether directly or by its agents or representatives) and any other party.
- 7.1.18 Bidders shall accept and acknowledge that by issuing this RFP the Contracting Authority shall not be bound to accept any Response and reserves the right not to conclude a Contract for some or all of the services for which Responses are invited.

- 7.1.19 The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement.
- 7.1.20 Bidders should not include in the Response any extraneous information which has not been specifically requested in the RFP including, for example, any sales literature, standard terms of trading etc. Any such information not requested but provided by the Bidder shall not be considered by the Contracting Authority.
- 7.1.21 If the Bidder is a consortium, the following information must be provided: full details of the consortium; and the information sought in this RFP in respect of each of the consortium's constituent members as part of a single composite response. Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as indicated in the relevant section of the selection questionnaire SEL1.9 specifically refers. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided as indicated in the relevant section of the RFP. However, please note the Contracting Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Regulations. The Contracting Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Contracting Authority so that it can make a further assessment by applying the selection criteria to the new information provided and consider rejection of the Response if the Contracting Authority reasonably consider the change to have a material impact of the delivery of the viability of the Response.

7.2. Bidder conference

- 7.2.1 A Bidders' Conference will not be held in conjunction with this procurement.

7.3. Confidentiality

- 7.3.1 Subject to the exceptions referred to in paragraph 7.3.2, the contents of this RFP are being made available by the Contracting Authority on condition that:
- 7.3.1.1 Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 7.3.1.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 7.3.1.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Response; and
 - 7.3.1.4 Bidders shall not undertake any publicity activity within any section of the media in relation to this procurement
- 7.3.2 Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, sub-contractors or to another person provided that either:
- 7.3.2.1 This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or

- 7.3.2.2 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 7.3.2.3 The Bidder is legally required to make such a disclosure
- 7.3.3 In paragraphs 7.3.1 and 7.3.2 above the term 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.3.4 UK SBS and the Contracting Authority may disclose detailed information relating to Responses to its employees, agents or advisers and they may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. UK SBS and the Contracting Authority also reserve the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Response (unless there is a requirement for disclosure as explained in paragraphs 7.4.1 to 7.4.3 below).
- 7.3.5 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-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- For these purposes, the Contracting Authority may disclose within Government any of the Bidders documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Contracting Authority during this Procurement. Subject to section 7.4 below, the information will not be disclosed outside Government. Bidders taking part in this RFP consent to these terms as part of the competition process.
- 7.3.6 The Government introduced its new Government Security Classifications ("GSC") classification scheme to replace the current Government Protective Marking System ("GPMS"). A key aspect of this is the reduction in the number of security classifications used. All Bidders are encouraged to make themselves aware of the changes and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during the procurement process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2nd April 2014. The link below to the Gov.uk website provides information on the new GSC:
<https://www.gov.uk/government/publications/government-security-classifications>
- 7.3.7 The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this RFP to reflect any changes introduced by the GSC. In particular where this RFP is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the procurement as they apply to the procurement process and/or any contracts awarded to you as a result of the procurement process.

USEFUL INFORMATION LINKS

- [Emptoris Training Guide](#)
- [Emptoris e-sourcing tool](#)
- [Contracts Finder](#)
- [Tenders Electronic Daily](#)
- [Equalities Act introduction](#)
- [Bribery Act introduction](#)
- [Freedom of information Act](#)

7.4 Freedom of information

- 7.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), UK SBS and the Contracting Authority may be required to disclose information submitted by the Bidder to the Contracting Authority.
- 7.4.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information declaration question defined in the Question FOI1.2.
- 7.4.3 Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.4.4 Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.
- 7.4.5 Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

7.5. Response Validity

- 7.5.1 Your Response should remain open for consideration for a period of 90 days. A Response valid for a shorter period may be rejected.

7.6. Timescales

- 7.6.1 [Section 3](#) of the RFP sets out the proposed procurement timetable. the Contracting Authority reserves the right to extend the dates and will advise potential Bidders of any change to the dates.

7.7. The Contracting Authority's Contact Details

- 7.7.1 Unless stated otherwise in these Instructions or in writing from UK SBS or the Contracting Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement must be directed through the e-sourcing tool to the designated UK SBS contact.
- 7.7.2 All enquiries with respect to access to the e-sourcing tool may be submitted to Crown Commercial Service, Telephone 0345 010 3503.
- 7.7.3 Bidders should be mindful that the designated Contact should not under any circumstances be sent a copy of their Response outside of the e-sourcing tool. Failure to follow this requirement will result in disqualification of the Response.

7.8. Preparation of a Response

- 7.8.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Responses. Bidders are solely responsible for all costs, expenses and other liabilities arising in connection with the preparation and submission of their Response and all other stages of the selection and evaluation process. Under no circumstances will UK SBS or the Contracting Authority, or any of their advisers, be liable for any such costs, expenses or liabilities borne by Bidders or their sub-contractors, suppliers or advisers in this process.
- 7.8.2 Bidders are required to complete and provide all information required by the Contracting Authority in accordance with the Conditions of Response and the Request for Proposal. Failure to comply with the Conditions and the Request for Proposal may lead the Contracting Authority to reject a Response.
- 7.8.3 The Contracting Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Responses and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement.
- 7.8.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Responses, without reliance upon any opinion or other information provided by the Contracting Authority or their advisers and representatives. Bidders should notify the Contracting Authority promptly of any perceived ambiguity, inconsistency or omission in this RFP, any of its associated documents and/or any other information issued to them during the procurement.
- 7.8.5 Bidders must ensure that each response to a question is within any specified word count. Any responses with words in excess of the word count will only be consider up to the point where they meet the word count, any additional words beyond the volume defined in the word count will not be considered by the evaluation panel.

- 7.8.6 Bidders must ensure that each response to a question is not cross referenced to a response to another question. In the event of a Bidder adding a cross reference it will not be considered in evaluation.

7.9. Submission of Responses

- 7.9.1 The Response must be submitted as instructed in this document through the e-sourcing tool. Failure to follow the instruction within each Section of this document, to omit responses to any of the questions or to present your response in alignment with any guidance notes provided may render the Response non-compliant and it may be rejected.
- 7.9.2 The Contracting Authority may at its own absolute discretion extend the closing date and the time for receipt of Responses specified [Section 3](#).
- 7.9.3 Any extension to the RFP response period will apply to all Bidders.
- 7.9.4 Any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Failure to adhere to this requirement will result in the Response not being considered.
- 7.9.5 The Contracting Authority do not accept responsibility for the premature opening or mishandling of Responses that are not submitted in accordance with the instructions of this document.
- 7.9.6 The Response and any documents accompanying it must be in the English language
- 7.9.7 Bidders must submit their response through the e-sourcing tool, unless explicitly requested by the Contracting Authority either in the procurement documents or via a formal clarification from the Contracting Authority. Responses received by any other method than requested will not be considered for the opportunity.
- 7.9.8 Responses will be submitted any time up to the date indicated in [Section 3](#). Responses received before this deadline will be retained in a secure environment, unopened until this deadline has passed.
- 7.9.9 Responses received after the date indicated in [Section 3](#) shall not be considered by the Contracting Authority, unless the Bidder can justify that the reason for the delay is solely attributable to the Contracting Authority
- 7.9.9.1 The Bidder must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Response was received on time and that the issue was beyond their control.
- 7.9.9.2 Any request for a late Response to be considered must be emailed to the Buyer in [Section 3](#) in advance of 'the deadline' if a bidder believes their Response will be received late.
- 7.9.9.3 The Contracting Authority reserves the right to accept or reject any late Response without justification to the affected Bidder and make no guarantee it will consider any request for a late Response to be considered.
- 7.9.10 Do not seek changes to the Bid after responses have been submitted and the deadline (date and time) for receipt of responses has passed.

7.10. Canvassing

- 7.10.1 Any Bidder who directly or indirectly canvasses any employee, or agent of UK SBS, the Contracting Authority or its members or any relevant OPB or any of its employees concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Response or proposed Response will be disqualified.

7.11. Disclaimers

- 7.11.1 Whilst the information in this RFP, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

- 7.11.2 Neither UK SBS, the Contracting Authority, nor any relevant OPB's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

7.11.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or

7.11.2.2 accepts any responsibility for the information contained in the RFP or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

- 7.11.3 Any persons considering making a decision to enter into contractual relationships with the Contracting Authority and/or, as applicable, relevant OPB following receipt of the RFP should make their own investigations and their own independent assessment of the Contracting Authority and/or, as applicable, relevant OPB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with Paragraph 7.15 of this RFP.

7.12. Collusive behaviour

- 7.12.1 Any Bidder who:

7.12.1.1 fixes or adjusts the amount of its Response by or in accordance with any agreement or arrangement with any other party; or

7.12.1.2 communicates to any party other than UK SBS, the Contracting Authority or, as applicable, relevant OPB the amount or approximate amount of its proposed Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Response or insurance or any necessary security); or

7.12.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Response; or

7.12.1.4 enters into any agreement or arrangement with any other party as to the amount of any Response submitted; or

7.12.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be

done in relation to any other Response or proposed Response, any act or omission, shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

7.13. No inducement or incentive

7.13.1 The RFP is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Response or enter into the Contract or any other contractual agreement.

7.14. Acceptance of the Contract

7.14.1 The Bidder in submitting the Response undertakes that in the event of the Response being accepted by the Contracting Authority and the Contracting Authority confirming in writing such acceptance to the Bidder, the Bidder will within 5 days of being called upon to do so by the Contracting Authority execute the Contract in the form set out in the Contract Terms or in such amended form as may subsequently be agreed.

7.14.2 The Contracting Authority shall be under no obligation to accept the lowest priced or any Response.

7.15. Queries relating to the Response

7.15.1 All requests for clarification about the requirements or the process of this procurement shall be made in through the e-sourcing tool unless where the e-sourcing tool is unavailable due to Emptoris or Crown Commercial Service system maintenance or failure, in this instance all clarifications shall be by email to the contact defined in [Section 3](#).

7.15.2 The Contracting Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

7.15.3 In the event of a Bidder requiring assistance uploading a clarification to the e-sourcing portal they should use the contact details defined in [Section 3](#).

7.15.4 No further requests for clarifications will be accepted after 07/01/2019 in accordance with section 3.9 of this document.

7.15.5 In order to ensure equality of treatment of Bidders, the Contracting Authority intends to publish the questions and clarifications raised by Bidders together with the Contracting Authority's responses (but not the source of the questions) to all participants on a regular basis.

7.15.6 Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Contracting Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority's response, the Contracting Authority will:

7.15.6.1 invite the Bidder submitting the query to either declassify the query and allow the query along with the Contracting Authority's response to be circulated to all Bidders; or

7.15.6.2 request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for Bidder clarifications.

7.15.7 The Contracting Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

7.16. Amendments to Response Documents

7.16.1 At any time prior to the deadline for the receipt of Responses, the Contracting Authority may modify the RFP by amendment. Any such amendment will be numbered and dated and issued by the Contracting Authority to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Responses, the Contracting Authority may, at its discretion, extend the time and/or date for receipt of Responses.

7.17. Modification and withdrawal

7.17.1 Bidders may modify their Response where allowable within the e-sourcing tool. No Response may be modified after the deadline for submission of Responses.

7.17.2 Bidders may withdraw their Response at any time prior the deadline for submission of Responses [or any other time prior to accepting the offer of a Contract]. The notice to withdraw the Response must be in writing and sent to the Contracting Authority by recorded delivery or equivalent service and delivered to the Head of Policy UK SBS at UK Shared Business Services Ltd, Procurement, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1ET

7.18. Right to disqualify or reject

7.18.1 The Contracting Authority reserves the right to reject or disqualify a Bidder where

- 7.18.1.1 the Bidder fails to comply fully with the requirements of this Request for Proposal or presents the response in a format contrary to the requirements of this document; and/or
- 7.18.1.2 the Bidder is guilty of serious misrepresentation in relation to its Response; expression of interest; or the Response process; and/or
- 7.18.1.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

7.19. Right to cancel, clarify or vary the process

7.19.1 The Contracting Authority reserves the right to:

- 7.19.1.1 cancel the evaluation process at any stage; and/or
- 7.19.1.2 require the Bidder to clarify its Response in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected),

7.20. Notification of award

7.20.1 The Contracting Authority will notify the successful Bidder of the Contract award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Regulations within 30 days of the award of the contract.

7.20.2 As required by the Regulations all successful and unsuccessful Bidders will be provided with an email advising the outcome of the submission of their RFP response.

Appendix ‘A’ Glossary of Terms

TERM	MEANING
“UK SBS”	means UK Shared Business Services Ltd herein after referred to as UK SBS.
“Bid”, “Response”, “Submitted Bid”, or “RFP Response”	means the Bidders formal offer in response to this Request for Proposal
“Bidder(s)”	means the organisations being invited to respond to this Request for Proposal
“Central Purchasing Body”	means a duly constituted public sector organisation which procures supplies/services/works for and on behalf of contracting authorities
“Conditions of Bid”	means the terms and conditions set out in this RFP relating to the submission of a Bid
“Contract”	means the agreement to be entered by the Contracting Authority and the Supplier following any award under the procurement
“Contracting Bodies”	means the Contracting Authority and any other contracting authorities described in the OJEU Contract Notice
“Contracting Authority”	A public body regulated under the Public Contracts Regulations on whose behalf the procurement is being run
“Customer”	means the legal entity (or entities) for which any Contract agreed will be made accessible to.
“Due Diligence Information”	means the background and supporting documents and information provided by the Contracting Authority for the purpose of better informing the Bidders responses to this Request for Proposal
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Lot”	means a discrete sub-division of the requirements
“Mandatory”	Means a pass / fail criteria which must be met in order for a Bid to be considered, unless otherwise specified.
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for served by any Contracting Body on the Supplier
“Other Public Bodies”	means all Contracting Bodies except the Contracting Authority
“Request for Proposal” or “RFP”	means this Request for Proposal documentation and all related documents published by the Contracting Authority and made available to Bidders and includes the Due Diligence Information. NOTE: This document is often referred to as an Invitation to Tender within other organisations
“Supplier”	means the organisation awarded the Contract
“supplies /services/works ”	means any supplies/services and supplies or works set out at within Section 4 Specification

