

SCHEDULE 18 – ENABLING AGREEMENT FOR SOLUTION 4

ENABLING AGREEMENT

FOREIGN, COMMONWEALTH AND DEVELOPMENT OFFICE

THIS ENABLING AGREEMENT is made on the twenty-third day of March 2021

BETWEEN:

- (1) Foreign and Commonwealth Development Office of King Charles St, Whitehall, Westminster, London SW1A 2AH (the "**Customer**"); and
- (2) Corporate Travel Management (North) Limited (a company registered in England, Scotland and Wales under company number 213089972 (the "**Supplier**") whose main or registered office is at Senator House, 85 Queen Street, London, EC4V 4DP

together referred to as the "**Parties**" and is effective as of the Commencement Date for the Enabling Agreement.

WHEREAS:

RECITALS

- (A) The Customer wishes for the Supplier to provide Offline and Online Travel Solutions to the Customer under the centralised arrangements that the Authority has put in under the Commercial Agreement for purchasing such services by the Customer.
- (B) The Commercial Agreement referenced in Recital A above for the Services was entered into between the Authority and the Supplier on 01/03/2018
- (C) With reference to Recitals (A) and (B) above, the Customer wishes, and the Supplier has agreed to provide the Services in accordance with the terms and conditions of the Enabling Agreement.

NOW IT IS HEREBY AGREED as follows:

PART A

1A PART A PROVISIONS

1A1 Initial Enabling Agreement Period

1A1.1 The Enabling Agreement shall take effect on the Commencement Date of the Enabling Agreement and, subject to Clause 1A1.2 below, shall continue until the end of the Initial Commercial Agreement Period of the Commercial Agreement.

1A1.2 The Enabling Agreement shall continue:

- (a) until its expiry;
- (b) The Customer shall have the right at the end of the Initial Enabling Agreement Period to elect to extend this Enabling Agreement for one or more further periods, totalling no more than twelve (12) months in aggregate (each an “**Extension Period**”) on and from the expiry of the Initial Enabling Agreement Period by giving the Supplier not less than six (6) months’ written notice prior to the date of expiry of the Initial Enabling Agreement Period or the then-existing Enabling Agreement Period (if previously extended), as applicable;
- (c) unless the Enabling Agreement is terminated in accordance with the terms of the Enabling Agreement provided always that such termination is escalated to the Authority and the Supplier for resolution in accordance with the Dispute Resolution Procedures in Schedule 14 (Governance) of the Commercial Agreement, as more particularly described in Clause A19.4 of the Commercial Agreement.

1A2 Beneficiaries – the Customer

1A2.1 The Supplier acknowledges and agrees that the rights and benefits of the Authority as set out in the Clauses of Part A of the Commercial Agreement, Schedule 5 (Security Requirements), Schedule 22 (Business Continuity and Disaster Recovery) and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) of the Commercial Agreement are not solely for the benefit of the Authority and will, where applicable, also be for the benefit of the Customer. Unless otherwise stated in the Enabling Agreement, the Customer will be a Third Party Beneficiary under the Commercial Agreement in respect of rights and benefits under the Clauses of Part A of the Commercial Agreement, Schedule 5 (Security Requirement), and Schedules 7 (Implementation Schedule) to Schedule 17 (Exit), as more particularly described in Clause A6 of the Commercial Agreement.

1A3 Beneficiaries – the Authority

- 1A3.1 The Customer and the Supplier agree that the Authority is a beneficiary under the Enabling Agreement and has a right to enforce the relevant terms of the Enabling Agreement in accordance with Clause B35.12 of the Commercial Agreement.

1A4 Performance of the Services

- 1A4.1 The Supplier shall provide the Services in accordance with the terms of the Enabling Agreement, including Schedule 1 (Definitions) to Schedule 4 (Pricing and Invoicing) and Schedule 6 (Staff Transfer and Pensions).

1A5 Termination and Dispute Resolution Procedure

- 1A5.1 Notwithstanding any other provision of the Enabling Agreement, the Parties agree that any termination right that either the Supplier and/or a Customer may wish to exercise under the Enabling Agreement, shall be escalated to the Authority and the Supplier for resolution in accordance with Dispute Resolution Procedure in Schedule 14 (Governance) of the Commercial Agreement. The Parties agree that the relevant Enabling Agreement cannot be terminated unless and until the Dispute Resolution Procedure is followed in accordance with this Clause 1A5.1 and Clause A19.4 of the Commercial Agreement.
- 1A5.2 Notwithstanding any other provision of the Enabling Agreement, in respect of all Disputes between the Customer and the Supplier that are being attempted to be resolved in accordance with the terms of the Enabling Agreement, if such Dispute has not been resolved by the end of the commercial negotiation phase under Clause 1C1.6 of the Enabling Agreement, such Dispute shall be escalated to the Authority and the Supplier for resolution in accordance with Dispute Resolution Procedure in Schedule 14 (Governance). For the avoidance of doubt, the escalation pursuant to this Clause A5.2 to the Authority and the Supplier under Schedule 14 (Governance) shall commence at the level beginning at paragraph 6.1(2) of Schedule 14 (Governance).

1A6 Consent of the Authority

- 1A6.1 The Parties agree that any changes that need to be made to the Enabling Agreement (including prior to its execution by the Parties) shall require the prior written approval of the Authority. Such prior written approval shall be in accordance with Schedule 16 (Variation of Commercial Agreement Form). Any amendment made in the Enabling Agreement or an attempt in the Enabling Agreement to amend the Commercial Agreement shall be void and of no effect unless such amendment has been made in accordance with this Clause A16.1.

1A6.2 The Customer and the Supplier shall inform the Authority in writing prior to entering into an Enabling Agreement. Such prior written approval shall be in accordance with Schedule 16 (Variation of Commercial Agreement Form).

1A6.3 The Customer and the Supplier shall not agree or incorporate any Special Requirements in Annex 2 (Customer Bespoke Service Requirements) without the prior written approval of the Authority. Such prior written approval shall be in accordance with Schedule 16 (Variation of Commercial Agreement Form).

1A7 Incorporation of the Clauses and Schedules of the Commercial Agreement into the Enabling Agreement

1A7.1 Part B and Part C of the Enabling Agreement sets out the terms and conditions dealing with which Clauses (or parts thereof) of the Commercial Agreement and which Schedules (or parts thereof) of the Commercial Agreement are incorporated into the Enabling Agreement

PART B

1B PART B PROVISIONS

1B1 Incorporation of the Clauses of Part B of the Commercial Agreement

- 1B1.1 Save as otherwise set out in Part C below, from the Commencement Date of the Enabling Agreement, the Clauses of Part B of the Commercial Agreement are incorporated into this Part B of the Enabling Agreement.

1B2 Incorporation of Schedule 1 (Definitions) to Schedule 6 (Staff Transfer and Pensions)

- 1B2.1 Save as otherwise set out in Part C below, from the Commencement Date of the Enabling Agreement, Schedule 1 (Definitions) to Schedule 6 (Staff Transfer and Pensions) of the Commercial Agreement are incorporated into the Enabling Agreement as Schedule 1 (Definitions) to Schedule 6 (Staff Transfer and Pensions) of the Enabling Agreement.

1B3 Clauses of Part A of the Commercial Agreement, Schedule 5 (Security Requirements) and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) of the Commercial Agreement

- 1B3.1 Subject to Clause A2.1 of the Enabling Agreement, the Parties acknowledge and agree that the Clauses of Part A of the Commercial Agreement, Schedule 5 (Security Requirements), and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) are not incorporated into the Enabling Agreement.

PART C

1C PART C PROVISIONS

1C1 Changes to Clauses of Part B of the Commercial Agreement

- 1C1.1 Unless otherwise stated in this Part C, all references to “Authority” and “Commercial Agreement” in the Clauses of Part B of the Commercial Agreement or Schedule 1 (Definitions) of the Commercial Agreement shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, be regarded as references to the “Customer” and “Enabling Agreement”, respectively.
- 1C1.2 Unless otherwise stated in this Part C, all references to “Customer” and “Enabling Agreement” in the Clauses of Part B of the Commercial Agreement or Schedule 1 (Definitions) of the Commercial Agreement shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, be regarded as references to the “Authority” and “Commercial Agreement”, respectively.
- 1C1.3 Unless otherwise stated in this Part C, all references to “Enabling Agreements”, “any Enabling Agreements” or “an Enabling Agreement” in the Clauses of Part B of the Commercial Agreement or Schedule 1 (Definitions of the Commercial Agreement) shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, be regarded as references to the “the Enabling Agreement”.
- 1C1.4 Unless otherwise stated in this Part C, all references to “Commencement Date” in the Clauses of Part B of the Commercial Agreement or Schedule 1 (Definitions) shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, be regarded as references to the “Commencement Date” of the Enabling Agreement.
- 1C1.5 For the purposes of incorporation of Clause B35.12 (a) of the Commercial Agreement into the Enabling Agreement, it shall be deemed to include the Authority as a Third Party Beneficiary in respect of Clause A3 of the Enabling Agreement.
- 1C1.6 The Dispute Resolution Procedure for the Enabling Agreement is the same as the Dispute Resolution Procedure set out in paragraph 6 of Schedule 14 (Governance) of the Commercial Agreement save that if the Dispute between the Customer and the Supplier is not resolved after the commercial negotiations phase described in paragraph 6.2(1) Schedule 14 (Governance), the Parties will escalate such unresolved dispute to the Authority and the Supplier for resolution under the Dispute Resolution

Procedure of the Commercial Agreement in accordance with Clause A5.2 of the Enabling Agreement and Clause A19.5 of the Commercial Agreement.

1C1.7 The following Clauses are incorporated into the Enabling Agreement in accordance with this Part C subject to the following terms:

- (a) the text in Clause B1.2(a)(ix) shall be replaced with: “any reference to the Enabling Agreement includes Schedule 1 (Definitions) to Schedule 4 (Pricing and Invoicing) and Schedule 6 (Staff Transfer and Pensions);”
- (b) [NOT USED]
- (c) Clause B1.2(c) shall not be amended on incorporation into the Enabling Agreement;
- (d) Clause B2.1 (Key Personnel) shall not be amended on incorporation into the Enabling Agreement;
- (e) Clause B.2.2 (Supplier Personnel) shall not be amended on incorporation into the Enabling Agreement;
- (f) Clause B6.5(a) shall not be amended on incorporation into the Enabling Agreement except that “Commercial Agreement” shall be changed to “Commercial Agreement and the Enabling Agreement”;
- (g) Clause B6.5(c) shall not be amended on incorporation into the Enabling Agreement except that “Authority” shall be changed to “Authority and/or Customer”;
- (h) [NOT USED]
- (i) the text in Clause B7.2(d) shall be replaced with:

“The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the relevant Customer as a result of the Supplier’s failure to meet the Service Levels in accordance with Schedule 3 (Service Levels and Service Credits);”
- (j) any reference to “Management Charge” in the text in Clause B8 (Variation Procedure) shall be changed to “Charges”;
- (k) a new Clause B8.1(e) shall be added to Clause B8 (Variation Procedure) which states:

“notwithstanding the provisions of this Clause B8 above, any variation of the Enabling Agreement is subject to the terms of Clause A6 (Consent of the Authority) of the Enabling Agreement;”

(l) the text in Clause B17.2(k)) shall not be amended on incorporation into the Enabling Agreement;

(m) Clauses B21 to B23 shall not be amended on incorporation into the Enabling Agreement;

1C2 Changes to Schedules 1 (Definitions) to Schedule 4 (Pricing & Invoicing) and Schedule 6 (Staff Transfer and Pensions)

1C2.1 NOT APPLICABLE TO THIS REQUIREMENT

Signed for and on behalf of the Customer, **Foreign and Commonwealth Development Office**

By: **REDACTED**

Name: **REDACTED**

My position is **REDACTED** and I confirm that I have authority to sign this Enabling Agreement on behalf of **Foreign and Commonwealth Development Office**

Date: 25th March 2021

Signed for and on behalf of **Corporate Travel Management North Limited**

By: **REDACTED**

Name: **REDACTED**

Title: **REDACTED**

Date: 23rd March 2021

Annex 1 – Pick List

The Customer must provide the following information to the Supplier upon signing the Enabling Agreement, to assist the successful set up and implementation of this new account for Commercial Agreement RM6016.

Customer Name: - Foreign and Commonwealth Development Office

Names of all Departments / ALB's etc. that will be using this Enabling Agreement: Foreign and Commonwealth Development Office

Your Name: - REDACTED

<i>Key Customer Contacts for this Enabling Agreement</i>			
Name	Position	Telephone	Email
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED

Customer address, including postcode

King Charles St, Whitehall, Westminster, London SW1A 2AH

Billing Address (if different)

King Charles St, Whitehall, Westminster, London SW1A 2AH

SECTION A - SERVICE REQUIREMENTS:

The Services required from Commercial Agreement Solution 4 are:-

To be bookable Online	Yes	No	Later
Rail	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Air	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Accommodation	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Eurostar	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
International Vehicle Hire (Authority approval required)	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L

To be bookable Offline	Yes	No	Later
Rail	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Air	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Accommodation	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Eurostar	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Group accommodation	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Long stay accommodation	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
International Vehicle Hire (Authority approval required)	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Airport, train station, port parking	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Group Booking Service (with individual PNR)	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L

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Group Booking Service (without individual PNR)	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Season Tickets	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Transport for London bookings (including Oyster cards)	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Rail warrant bookings	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Meet and Greet Service	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Book for third party travellers	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Visa, passport, currency	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Transport for London bookings (including Oyster cards)	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Rail warrant bookings	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Meet and Greet Service	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Book for third party travellers	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Coach or bus tickets	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Coach hire with driver	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Ferry Bookings	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Taxi Bookings	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Executive Services	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Air charter	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Special assistance for exceptional circumstances,	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L

e.g. escorted travellers, unaccompanied minors or an accompanied traveller service requirement for visually impaired travellers			
Travel Service Implants	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Additional Requirements as per paragraph 17 of Schedule 2 (please specify below)	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L
Any other services: <ul style="list-style-type: none"> • Charter of flights to meet Crisis Evacuations and Emergency Repatriation requirements for Eligible Persons • Medevac Charter Flights for Eligible Persons 	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> L

Insert here any non-mandatory online and/or offline requirements from Schedule 2 as well as any requirements under Paragraph 17 of Schedule 2 which you would like to discuss with the Supplier during Implementation:

Not Applicable to this Contract

SECTION B – PAYMENT OPTIONS REQUIREMENTS:

Pricing Option	<input type="checkbox"/> A – Booking Service Fee Model <input type="checkbox"/> B – Commissions Share Model <input type="checkbox"/> A and C – Booking Service Fee Model and Implant Services <input type="checkbox"/> B and C – Commissions Share Model and Implant Services
Payment Options :	<input type="checkbox"/> Corporate payment cards <input type="checkbox"/> Billing to project and or cost centre <input type="checkbox"/> Lodge cards / enhanced lodge cards <input type="checkbox"/> Consolidated invoice accounts, for example 10 or 30 days <input type="checkbox"/> Individual and / or single bill back, for example not consolidated invoices <input type="checkbox"/> Payment on departure by Traveller for accommodation bookings
Invoicing Options :	<input type="checkbox"/> N/A <input type="checkbox"/> Weekly Consolidated Invoice - 10 Day Settlement Terms <input type="checkbox"/> Weekly Consolidated Invoice - 30 Day Settlement Terms <input type="checkbox"/> Fortnightly Consolidated Invoice - 10 Day Settlement Terms <input type="checkbox"/> Fortnightly Consolidated Invoice - 30 Day Settlement Terms <input type="checkbox"/> Monthly Consolidated Invoice - 10 Day Settlement Terms <input type="checkbox"/> Monthly Consolidated Invoice - 30 Day Settlement Terms <input type="checkbox"/> Other
Returned Commissions :	N/A

SECTION C - TRAVEL POLICY & PROCESS REQUIREMENTS:

The Customer must provide contact details of the individual/s that are to receive the agreed invoice (if applicable). The Supplier shall email all invoices. Please complete the table below.

Email Address	Finance Contact Name	Telephone Number
REDACTED	FCDO Invoice team	REDACTED

The Customer must list all mandatory cost codes, purchase order numbers or any other codes that need capturing: **Please complete the table below.**

Code Fields title: (e.g. Cost Centre, PO Number etc.)	Mandatory Field: (Yes/No)	Format: (e.g. Validation table, Mask, Drop down). <i>*Please also provide any list of codes.</i>	Shown on Invoice?	Additional comments:
<p>The FCDO PO number <u>must</u> be quoted on all invoices otherwise they will be rejected by the FCDO Invoice team</p> <ul style="list-style-type: none"> - As detailed on the PO provided to the supplier 	Yes	<p>Anything to allow the team raising/managing the PO and how they receipt on Prism to confirm when goods/services are physically received will be for them to decide what they need from the supplier/CTM</p>	<p>The invoice team simply require a standard invoice with details such as;</p> <ul style="list-style-type: none"> - Date of invoice - Confirmation of bank details - Valid Reference i.e. FCDO PO number - Amounts with VAT breakdown - If applicable: The PO Line reference if a multi-line PO is raised i.e. <ul style="list-style-type: none"> o Line 1 £100 / £20 VAT o Line 2 £200 / £40 VAT, etc. 	N/A

Online Booking System Policy Configuration and Offline Service(s) Access	Customer Response
Do you have any other reason codes than listed in Schedule 2?	Yes No
If Yes, please specify:	
Do you have any policies on class of rail travel?	Yes No
If Yes, please specify:	
Do you have a preferred default method for rail ticket fulfilment?	Yes No
If Yes, please specify:	<input type="checkbox"/> Customer onsite Printer (own) <input type="checkbox"/> Customer onsite Printer (New/Suppliers) <input type="checkbox"/> Ticket on Departure <input type="checkbox"/> First Class Post <input type="checkbox"/> Second Class Post <input type="checkbox"/> Print at Home/Self Print <input type="checkbox"/> Collection at Station Window <input type="checkbox"/> Recorded or Special Delivery Post <input type="checkbox"/> Courier Service <input type="checkbox"/> Smartcard / Bar Code / Smart Phone Application <input type="checkbox"/> Other
Do you wish to purchase or lease desktop or kiosk printers?	Yes No
If Yes, please specify: i.e. The number, type, whether	

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purchases or leased and location of the printers.	
Do you require maintenance contracts associated with either purchased, leased or Customer Owned ticket printers?	Yes No
If Yes, please specify:	
Do you have any policies on class of air travel?	Yes No
If Yes, please specify: e.g. do not display / provide first class air fares	
Do you have any policies on flight duration? If Yes, please specify below*	Yes No
Do you have any policies on accommodation? If Yes, please specify below**	Yes No
Do you want the Supplier to operate a rate cap management policy? ***	Yes No
If Yes, please specify:	
Do you require the exclusion of sale of certain routes or airlines? Locations or accommodation providers?	Yes No

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If Yes, please explain the reasons behind such exclusion:	
Do you require pre-trip authorisation?	Yes No
If Yes, please specify:	
Do you require a bespoke automated attendant model and/or interactive voice response telephone script?	Yes No
If Yes, please specify:	To be confirmed with CTM
Do you require the facility to book valuable or sensitive items on flight or rail bookings?	Yes No
If Yes, please specify:	
Do you require the facility for offline bookings to be made without the need to create or store permanent traveller profile?	Yes No
If Yes, please specify:	As set out in Statement of Requirements
Have you provided a copy of your Travel Policy?	Yes No
Do you need to update the list of cost centre codes, employee numbers, GL strings, Project Codes or WPS numbers more than 12 times per year?.	Yes No

Any other policy requirements? If Yes, please specify:	
Any other special booking requirements? If Yes, please specify:	

Flight Duration Policy*

Flight Duration in hours	Class of Travel Permitted	Comments:

Accommodation Spend Limits****NOT APPLICABLE TO THIS CONTRACT**

Location:	Accommodation cap/Amber Policy	Cut off cap/Red Policy (if applicable)	Comments:
London	£	£	
Outside of London	£	£	
Other major cities (up to 5)	£	£	

Rate Cap Management Policy*****NOT APPLICABLE TO THIS CONTRACT**

An example policy may be to use a Green, Amber and Red approach as above. Please note use of a Red policy may restrict people booking hotels when prices fluctuate.

1. Green – Anything under the hotel policy cap is within policy and can be booked
2. Amber – Anything over the hotel policy cap can be booked, but the booker will have to provide a reason code to explain why they are booking over an agreed rate.
3. Red- Anything over the cut-off cap will be restricted and cannot be booked.

ANNEX 2 – Customer Bespoke Service Requirements

NOT APPLICABLE TO THIS REQUIREMENT

ANNEX 2a – Specification of Requirements, tenders for Further Competition.

1. PURPOSE

- 1.1 The Authority have a requirement for a Supplier to provide Travel Management Services (the “Service”) to support Eligible Persons (EP’s), who meet the Authority’s Eligibility Requirements, to return to the UK or an alternative place of safety within the Authority’ required timescales. The Services will ensure the effective delivery of:
 - 1.1.1 Charter flights to meet Crisis Evacuations and Emergency Repatriation requirements;
 - 1.1.2 Medevac Charter flights;

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Foreign, Commonwealth & Development Office (FCDO) is a department of the Government of the United Kingdom
- 2.2 The FCDO leads the government response to overseas crises for the UK government – in particular where British Nationals are affected. Crisis Management Department (CMD) is responsible for managing the FCDO’s overall response and maintaining crisis preparedness.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 There is an ongoing requirement to provide Charter Flights to provide dedicated Service where commercial options are not available or to address a specific emergency or urgent situation. These can be for a wide range of scenarios i.e. terrorists’ attacks, political crisis, humanitarian crises, natural disasters and pandemics.
- 3.2 Between March 2020 and June 2020, the Authority’s repatriation charter operation brought over 38,000 people back to the UK, on 186 flights, from 57 different countries and territories.
- 3.3 The Authority has not chartered a repatriation flight since June 2020 but there is a possibility that further repatriation flights may be required in the future in response to a pandemic or others situations. The Authority therefore needs to sustain the ability to deliver these as part of a long-term capability to respond to a future crisis, both global and localised.

4. DEFINITIONS

Expression or Acronym	Definition
API	Application Programming Interface. This is a concept in software technology that essentially refers to how multiple applications can interact with and obtain data from one another.
The Authority	The Foreign Commonwealth and Development Office (FCDO)
Eligible Person (EP)	Eligible persons (EPs) will be determined by the Authority and notified to the supplier at the time the "Requirements" document is issued. EPs may include but is not limited to the following categories: <ul style="list-style-type: none"> - FCDO Staff; - British Nationals (and their direct dependents); - Foreign Nationals resident in the UK; - Third Country Nationals;
Crisis Evacuation Charters	Carried out in quicker time <u>indicatively</u> within 24 to 72 hours of the initial request from the Authority. The Supplier will be required to provide the Service in accordance with the requirements and timescales of the SOR. This only includes building the portal(s) and managing the manifest and ticketing where timescales allow and instructed by the Authority.
Emergency Repatriation Charters	Carried out in slower time <u>indicatively</u> within 3 to 14 days of the initial request from the Authority. The Supplier is required to provide the Service in accordance with the requirements and timescales of the SOR including building build the portal(s) and managing the manifest and ticketing unless otherwise stated by the Authority.
Medevac Charter flights	Medical evacuation flight for injured or sick eligible persons.
CAA	Civil Aviation Authority
IATA	International Air Transportation Association
Supplier	The appointed Bidder who is contracted to provide the Service
The Service	Travel Management Services to support Eligible Persons (EP's), who meet the Authority's Eligibility Requirements to return to the UK or an alternative place of safety
Incident	An event that the Authority determines requires a Crisis Evacuation or Emergency Repatriation response.
PRM	Partner relationship management (PRM) is a system of methodologies, strategies, software, and web-based capabilities that help a vendor to manage partner relationships.

5. SCOPE OF REQUIREMENT

- 5.1 The Authority seeks Suppliers to submit bids for the provision of a Service to provide Travel Management Services (The Service) to ensure the effective delivery of:
 - 5.1.1 Charter flights to meet Crisis Evacuations and Emergency Repatriation requirements; and
 - 5.1.2 Medevac Charter flights
- 5.2 These charter flights are to cover a number of eventualities. This is a global requirement as charter flights could be required to fly EPs back to the UK, or an alternative place of safety, at short notice, from anywhere in the world because of an Incident. Charter flights are generally required when there are either no or limited commercial flights. These flights will ideally be direct, but on occasion will:
 - 5.2.1 Include a stopover where the duration of the flight, security considerations or host country / HMG flight permissions makes a direct flight unviable.
 - 5.2.2 Be via a connecting hub where there is a need to connect with other flights including hopper or regional flights.
 - 5.2.3 It should be noted that not all flights will originate from the UK.
- 5.3 The Supplier will be responsible for working with airlines to source flights in accordance with the detailed requirements set out below in sections 6 and 7 of this Statement of Requirements documents.
- 5.4 The Supplier will have the ability to source flights globally and require extensive knowledge of the air industry. Global relationships with the air industry will be critical in allowing the Supplier to work with industry stakeholders. Including markets that may require liaison with local carriers when required.
- 5.5 The Contract will be a 2-year plus 1-year plus 1-year contract. The Contract will run until February 2023. There will be a formal break clause in February 2022 followed by a 12-month terminated assistance period until February 2023. The total estimated pass through cost, the amount payable to the appointed airlines, over the initial 2-year term of the contract is estimated to be between **REDACTED**. It should be noted that there is no guaranteed activity there will be a Management Standby Fee as set out in 15.2.3.

6. CHARTER FLIGHTS – CRISIS EVACUATIONS AND EMERGENCY REPATRIATION REQUIREMENT

- 6.1 The FCDO has a requirement to appoint a Supplier to operate a facility for EPs currently overseas to travel on charter flights where the Authority decides to operate them. The Supplier will be expected to be able to adapt to meet the particular requirements of the Authority and the respective timelines associated with those requirements. Paragraphs 6.2 and 6.3 below set out the particular characteristics of different types of Charter flights.
- 6.2 Crisis Evacuations Charter Flights will typically be required within 24 to 72 hours, depending on need. The Crisis Evacuations Charter Flights indicative 24

to 72-hour timeline commences on the date the Authority makes the decision to use a charter and provides information about the requirement to the Supplier. Please see Annex 2 that provides more detail about the Authority's indicative timelines. On occasion, the Supplier will be required to deliver Crisis Evacuations Charter Flights within a shorter - potentially within 24 hours.

- 6.3 Emergency Repatriation Charter Flights will typically be required within 3 to 14 days, depending on need. The Emergency Repatriation Charter Flights indicative 14-day timeline commences on the date the Authority makes the decision to use a charter and issues the Requirements document to the Supplier. Please see Annex 3 that provides more detail about the Authority's indicative 14-day timeline. On occasion, the Supplier will be required to deliver Emergency Repatriation Charter Flights within a shorter timeline than the indicative 14 days - potentially within 3 days.
- 6.4 The nature of the Service means that it is not possible to accurately determine the number or frequency of flights that will be required by the Authority. It is anticipated that there will be times when there are no or only a small number of flights. At other times, it is possible that there will be a need for a significant number of flights in a relatively short period. It is important that the Supplier have the capacity to meet the Authority's requirement when there might be a need for a large number of flights in a relatively short space of time. The Supplier will be required to scale up operations to meet the demand of the Authority as set out in 6.5.
- 6.5 The Supplier will scale up, within a lead in time of 3 days, to provide a 24/7 service that has sufficient capacity to allow up to 15 flights (from take-off to landing) a week increasing to up to 30 flights a week within a further week (10 days in total). The flights could be from a sole location or number of different locations. The Supplier will need to provide the Service as set out in this Statement of Requirement in 6.8 to 6.13.
- 6.6 The Supplier will provide a dedicated booking portal(s) and call-centre to assist the booking of Emergency Repatriation Charter Flights. Should timescales and crisis circumstances allow the Supplier would also be required to provide a dedicated booking portal and call-centre to assist in the booking of Crisis Evacuation Charter Flights for EPs.
- 6.7 The Supplier will also be required to provide the Services set out in paragraphs 6.8 to 6.13.

6.8 Advice Desktop Planning and Guidance

6.8.1 The Supplier shall:

- 6.8.1.1 Provide ad-hoc guidance to the Authority based on its knowledge about the best route to market to get bids from the market based on the Authority's Requirement. The Supplier should note that due to the nature of the Service this ad-hoc advice and guidance may be required to be handled in confidence and will not always lead to the Authority requesting bids or awarding a contract.

- 6.8.1.2 Supplier is required to support desk top planning exercises (every 4-6 months tba) working through a potential crisis operation from start to finish. The objective is to test the robustness of agreed processes, ways of working, communication channels and apply any lessons learned to ongoing operating models
- 6.8.1.3 Supplier is required to support out of crisis activity including ongoing assessment of supply market capacity, assessing and evaluating potential new service providers and engagement with existing service providers
- 6.8.1.4 Supplier is required to provide advice and recommendations on potential solutions to emerging risks which may result in crisis repatriation or emergency repatriation activity and support authority on ongoing risk assessment activity

6.9 Tendering and Contracting

6.9.1 Pre-Tender market engagement.

6.9.2 The Supplier shall:

- 6.9.2.1 Informally engage with suitable UK local and international airlines based on the Authority's outline requirements document.
- 6.9.2.2 Advise the Authority of potential solutions, within 8 hours for Emergency Repatriation flights and 1 hour for Crisis Evacuation flights.
- 6.9.2.3 This initial market engagement should identify:
 - (a) interested airlines;
 - (b) potential flight routes;
 - (c) type of aircraft and capacity;
 - (d) departure and arrival airports; (including details of any technical or fuelling or security stopovers); and
 - (e) anticipated costs.
 - (f) airlines cancellation policy

6.9.3 Manage the Tender Process.

6.9.4 The Supplier shall:

- 6.9.4.1 For Crisis Evacuation Charter Flights - formally request bids from UK and international airlines, within 2 - 4 hours, based on the Authority's requirement. On occasion, the Authority may require the Supplier to obtain bids within 1 hour.
- 6.9.4.2 For Emergency Repatriation Charter Flights - formally request bids from any suitable UK and international airlines, within 24 to 48 hours based on the Authority's requirements document.
- 6.9.4.3 Respond to any clarifications from airlines between issue of the tender and submission of the bids (the bid window).
- 6.9.4.4 Collate the information provided in bids submitted from the airlines and input into a template, which the Authority will agree, to enable the efficient evaluation of the bids by the Authority.
- 6.9.4.5 Respond to any subsequent points of clarifications that the Authority may have based on the bids submitted in a timely manner to support delivery of the required Service.
- 6.9.4.6 Where appropriate go back to the respective bidders to address any points of clarifications.
- 6.9.4.7 For the sake of clarity, it should be noted that the evaluation of the bids will be carried out by the Authority, as will the decision as to which airline will be awarded the contract to provide the charter flight.
- 6.9.5 **Contracting**
- 6.9.6 The Supplier shall:
 - 6.9.6.1 Upon the Authority's instruction to award a contract to the successful airline the Supplier shall inform the airline within 2 hours of the Authority instructing the Supplier.
 - 6.9.6.2 Confirm the final price and be required to obtain the required flight details from the airline including, but not limited to: confirmation of aircraft and available seats, flight dates and times (departure and arrival), flight numbers, crew details, landing slots, overflight clearances, insurance etc.
 - 6.9.6.3 Following Airline contract execution, provide all required flight information within 4 hours of the Authority requesting the information
 - 6.9.6.4 For Emergency repatriation charter flights, enter into a contract with the airline within 24 hours of the Authority instructing the Supplier to contract with the airline.
 - 6.9.6.5 For Crisis Evacuation charter flights, enter into a contract with the airline within 7 hours of the Authority instructing the Supplier to contract with the airline.

- 6.9.6.6 The Authority will provide support with obtaining flight permissions where intervention is required, but this should be kept to a minimum.
- 6.9.6.7 For the sake of clarity, it should be noted that the contractual relationship with the airline will be with the appointed Supplier and not between the Authority and the Airline.

6.9.7 24/7 Service – Provide 24-7 contact point

6.9.8 The Supplier shall:

- 6.9.8.1 Provide 24/7-365 out of hours contact point to respond to enable the Supplier to respond to the Authority within timescales that support the delivery of the Service.
- 6.9.8.2 The Authority will use best endeavour to give the Supplier, as much notice of the need to charter a flight and where possible provide a minimum lead in time of 24 hours but on occasion, due to the nature of the Service, this will be minimal.

6.9.9 Booking Portal Build

6.9.10 The Supplier shall for all Emergency repatriation charter flights and Crisis evacuation charter flights where the timescales and specific crisis scenario allows:

- 6.9.10.1 Build and test a web-based portal for the country that the flight is going to depart from to allow passengers to book seats, releasing the appropriate URL to the Authority. The portal, in the standard form template agreed with the Authority shall be available within 2 to 4 hours of the Supplier receiving flight details and the Authority confirming the ticket price, which shall be included in the Portal.
- 6.9.10.2 Confirm a URL and phone number details for the Off-line booking process for passengers booking by phone) to support the Authority's communication to passengers.
- 6.9.10.3 Once the portal is checked and signed off by the Authority the Supplier will then offer a call-back service issued 6 hours after communication launch (passengers must be able to text a dedicated number to request the Supplier to call them back). The web portal will be the only method to book flights for the first 6 hours after launch,
- 6.9.10.4 Where portal is not possible or impractical, the Supplier must be able to manage bookings via text/call back.

6.10 Ticketing and Manifests

- 6.10.1 The Supplier shall for all Emergency Repatriation charter flights and Crisis Evacuation charter flights where the timescales and specific crisis scenario allows:
- 6.10.1.1 Take bookings on the flight-specific Supplier portal site or, 5 hours after portal launch, by a call back service advertised on the first page of the booking portal and/or FCDO Travel Advice for the relevant country. EPs can text their name to this and the Supplier will call back within 1 hour.
 - 6.10.1.2 It should be noted that on occasion for Emergency repatriation charter flights there might be circumstances where passengers might have to travel without tickets and travel documents. The Authority will determine the circumstances in which this is permitted and where appropriate liaise with Home Office and UK Border Force.
 - 6.10.1.3 The Authority will make the Supplier aware of the numbers of vulnerable passengers; Suppliers will hold back that number of seats for those vulnerable passengers (and in some instances an accompanying person(s) providing assistance). In accordance with PHE regulations at the time, rows (either back or front) may need to be kept free for those who may develop COVID 19 symptoms during the flight.
 - 6.10.1.4 Create an alternate payment link for Foreign Nationals to book on, providing a manual additions template for the Authority to complete with the relevant information before the Supplier contacts them directly. Alternatively, the Supplier may wish to create a cloned portal, which Foreign Nationals can book onto directly.
 - 6.10.1.5 Process all reservations, sell tickets and take payments directly, online or over the phone (those allocated seats should be sent an email with details of 'how to pay', while any not allocated a seat on the flight should be registered.)
 - 6.10.1.6 Issue itinerary confirmation to passengers with allocated seats with other relevant instructions (e.g. how to get to the airport) in consultation with the Authority.
 - 6.10.1.7 Ensure that passengers receive a system generated confirmation/e-ticket by email or phone app as agreed with the passengers once a booking has been confirmed, including as a minimum:
 - (a) Unique Booking reference code
 - (b) Ticket cost and type of ticket allocated – in most cases this will be Standard for all passengers except for considerations of passenger vulnerability
Traveller name (as shown on passport)

- (c) Traveller name (as shown on passport)
- (d) Journey details, including date, time of travel, carrier, flight number, airport of departure and arrival, terminal number and seat number where applicable
- (e) Terms and conditions associated with the ticket booked and any restrictions (including links to airline policy where that is being used for e.g. Baggage allowance; carriage of minors not occupying seats; general T&Cs and general disclaimer and indemnification.)
- (f) Information on how to make cancellations, exchanges and amendments
- (g) Information on accessibility arrangements, such as provision of ramp access at stations, where relevant or restrictions
- (h) The Supplier's contact telephone number during Core Working Hours and out of Core Working Hours if different.
- (i) The Supplier's email address for contact during and out of Core Working Hours if different
- (j) Check-in information (e.g. when check-in opens, recommended time to allow for check-in)
- (k) Baggage entitlement (hold and cabin – including language on allowance for minors not occupying seats / any differentiation for children)

6.10.1.8 Collect data in a format that can be easily exported to FCDO crisis IT systems and shared with The Authority as required to meet FCDO internal situational update reporting timelines.

6.10.1.9 Provide updates every four hours to the Authority on flight booking statistics or where requested, provide direct access to systems to allow the Authority to extract information directly. On occasion, there will be a need to provide additional updates, timescales to be advised.

6.10.1.10 Direct any passenger requests for emergency loans to the HMG emergency loans on-line portal. Where an emergency loan application is approved by the Authority, the Supplier shall add the passenger to the manifest and inform them. Where an emergency loan application is not approved by the Authority, the Supplier shall remove the passenger from the manifest and inform the passenger accordingly.

- 6.10.1.11 Where required, use the call back function where there are issues over eligibility. The Supplier will call to ask the passenger to explain their eligibility grounds and carry out an initial check of eligibility, then pass to the Authority for a final decision on eligibility/registration.
- 6.10.1.12 Generate manifests from portal registrations/text/call-backs or information submitted from the Authority's registration systems. The Manifests will be recorded and submitted to the Authority's in a standard way as agreed with the Authority. On occasions there may be a need for the Authority to produce the manifests although the default position is that it will be the responsibility of the Supplier.
- 6.10.1.13 Provide confirmation on manifest changes within 2 hours following the change request. The Supplier will provide a full flight manifest to the Authority four hours in advance of the flight departure.
- 6.10.1.14 Provide required flight details, manifest of flight etc. to meet all CAA, IATA and local authority requirements.
- 6.10.1.15 For Emergency Repatriation charter flights, the Supplier will send the draft Manifest to Post 72 hours before take-off, to airlines (including API and PRM information) at 48 hours before take-off (T-48), T-24 and finally at T-6.
- 6.10.1.16 For Crisis Evacuation Charter flights, where the Supplier manages the manifest, the Supplier will send the draft Manifest to the Authority 4 hours before take-off, to airlines (including API and PRM information) at 4 hours before take-off (T-48), T-24 and finally at T-6.
- 6.10.1.17 Arrange Charter Operator/Airline to provide manifest to UK Border Force (in the format UK Border Force requires) 4 hours before take-off. On occasion, there will be a need to adjust the timelines in accordance with the requirements of UKBF.
- 6.10.1.18 When the flights take of the Supplier shall monitor the flight/s until arrival in the UK and inform the authority of flight arrival.

6.11 Post Flight

6.11.1 The Supplier shall:

- 6.11.1.1 Provide the Authority with the final passenger manifests, within 24 hours of the flight departing, in a format and to email addresses agreed by the Authority. The manifest will set out the final detailed flight information including, but not limited to, the number of:
 - (a) Seats
 - (b) Seats cordoned off as per PHE guidance

- (c) Seats for crew
 - (d) Passengers
 - (e) Infants
 - (f) Passengers who paid directly
 - (g) HMG staff
 - (h) HMG emergency loans
 - (i) Value of HMG emergency loans
 - (j) Numbers of UK passport holders
 - (k) Number of non-UK passport holders
 - (l) Number of seats assigned to vulnerable passengers
- 6.11.1.2 Promptly pay the airlines the total cost of the Charter in accordance with HMG Prompt Payment Code.
- 6.11.1.3 Provide a detailed reconciliation, in a format agreed with the Authority, to the Authority within 30 days of the chartered flight landing in the UK. This will include details of:
- (a) The airlines quoted price (including details of exchange rates if applicable)
 - (b) Any additional charges, e.g. local taxes, landing fees, ground handling fees etc. It should be noted that these charges should ideally have been included within the original bids. Where they were not a supporting explanation as to why they were not included in the original quote;
 - (c) The Supplier's charges;
 - (d) Merchant fees;
 - (e) Payments received from passengers;
 - (f) Number and value of any Authority approved emergency loans;
 - (g) Net amount due from the Authority.
- 6.11.1.4 Submit invoices to the Authority within 30 days of the charter flight landing in the UK.
- 6.11.1.5 The Authority will aim to validate the Suppliers invoices within 30 days and make payment into the Suppliers account within 30 days in accordance with the payment terms of this contract.
- 6.11.1.6 Support the Authority in dealing with any complaints FOI made in connection to the Service provided

- 6.11.1.7 Work with the Authority on issues arising regarding refund assessments, responding to queries and raised by the authority within one working day'

6.12 Additional Process if Cargo transportation is required (must complement the timescales within the passenger process)

- 6.12.1 The transportation of freight cargo on charter flights is something that the Authority would only undertake as an exception to the standard process.
- 6.12.2 Where it is required, the Authority may request the Supplier to determine the cost and feasibility of carrying of freight cargo transportation in addition to the cost of the passengers. In this instance, the Authority will advise the Supplier of the cargo type and approximate payload.
- 6.12.3 The Supplier will speak with the relevant airline and advise the Authority of the costs.
- 6.12.4 The Authority will speak with DFT & then confirm to the Authority the approval to fly with the freight cargo.
- 6.12.5 The Supplier will speak with Airline and instruct the Airline to proceed with necessary approvals.
- 6.12.6 Subject to CAA approvals, the Authority to make all necessary arrangements for cargo to be transported to the Airport/Aircraft and collected upon arrival in the UK.

6.13 Communication with Customers

- 6.13.1 The Supplier shall provide and agree, with the Authority, a suitable script to ensure effective consistent communication with passengers. The Supplier shall communicate with passengers in the following ways by:
 - 6.13.1.1 Email (confirmation of registration, regular updates, allocation of flight and associated instructions, ticketing etc.);
 - 6.13.1.2 Text;
 - 6.13.1.3 Telephone where required – the Supplier will have a residual capability to manage a 24/7 Service.

7. MEDEVAC CHARTER FLIGHTS

- 7.1.1 In addition to the requirements set out in section 6 above, the Authority has a requirement to appoint a Supplier to procure the use of specialised airframes or air ambulances for the purpose of medical evacuations or “Medevacs” to a location determined by the Authority – likely a nearby place of safety.
- 7.1.2 Medevacs may be required for EPs requiring essential medical care or treatment for a severe illness or injury requiring medical intervention that is locally unavailable or inadequate.

- 7.1.3 Medevacs will likely be infrequent and may be required alongside an HMG-led assisted departure or evacuation for those few deemed too unwell to travel without emergency medical care where the need to travel outweighs the need to receive medical care in situ.
- 7.1.4 Medevacs may also be required for medical crises such as pandemics or epidemics, e.g Covid, SARS or Ebola.
- 7.1.5 The Supplier will be required to offer the option of an adequate medical team/escort (e.g physician or nurse) when medical attention is required by EPs during travel.
- 7.1.6 Family members may also be authorised to travel with any EPs on medevac flights.

8. KEY MILESTONES AND DELIVERABLES

- 8.1 The Potential Supplier should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Contract Inception Meeting	Within week 1 of Contract Award
2	Enabling Agreement Sign-off	Within week 2 of Contract Award
3	Resources and Infrastructure Sign-off	Within week 4 of Contract Award
4	Mobilisation and Delivery Plan; to include but not be limited to; <ul style="list-style-type: none"> - Impact and Mitigation Analysis - Key Milestones and Implementation/Project Plan - Engagement and Communications Plan - Mobilisation and Delivery Plan agreed 	Within week 4 of Contract Award
5	Training plan agreed Communications plan agreed	Within week 4 of Contract Award
6	Customer Scoping; <ul style="list-style-type: none"> - Booker details - administrators identified - Booking/ Travel policy structures agreed, - user registration processes agreed, - user profile transitions etc. 	Within week 6 of Contract Award
7	Finance, reporting and Policy Requirements; Financial reporting requirements agreed, frequency and method of reporting, Travel payment processes, Invoice formats, Cost centre information etc. agreed and signed off	Within week 6 of Contract Award
8	Go-Live	April 2021

9. AUTHORITY'S RESPONSIBILITIES

- 9.1 The Authority will provide all instructions, documentation, information, approvals and funding required in a timely manner to enable Supplier to deliver, the Service, within the framework of the Contract.
- 9.2 The Authority will determine where there is a need for a Charter flight.
- 9.3 The Authority will populate the Requirements document and provide to the Supplier.
- 9.4 The Authority will evaluate the bids and confirm acceptance of the Airline that the Authority wishes to appoint once approval has been obtained.
- 9.5 The Authority will gain the appropriate approvals for Crisis Evacuation charter flights which will be signed off by the Authority, most likely the FCDO gold leader in the crisis centre

- 9.6 The Authority will inform the appropriate organisations i.e. CAA and Border Force as to which airline has been selected.
- 9.7 The Authority will advise the Supplier of seat pricing to be charged to each passenger, if applicable, the number of vulnerable Passengers, the relevant contact for UTR approval and any country specific information to be included in the portal build e.g. local ground transportation, cargo etc.
- 9.8 The Authority will confirm details of any relevant contacts for Portal Administration log- in's,
- 9.9 The Authority shall sign-off draft portal build and request Supplier to go live with the Portal.
- 9.10 The Authority to advise the Supplier of the number of vulnerable passengers to allow the Provider to ensure they are prioritised for booking and the provider can supply appropriate assistance at point of departure and arrival e.g. the provision of wheelchairs etc.
- 9.11 The Authority will on occasion, if the situation demands it, facilitate getting relevant local MFA/CAA clearances, that the airline has been unable to obtain, to enable the charter flight to operate.
- 9.12 The Authority to ensure updated travel advice goes live in the relevant country in parallel with the Portal going live to advise passengers they can access the flight.
- 9.13 The Authority will complete all paperwork if passengers are added onto a flight manifest within 24 hours of the flight departure.
- 9.14 The Authority will check the manifest to check for eligibility including identified vulnerable passengers.
- 9.15 Make payment to the Supplier in accordance with the payment terms of the contract

10. MANAGEMENT INFORMATION/REPORTING

- 10.1 Management Information and data reporting shall be provided to the Authority in accordance with Schedule 13 (Management Information).
- 10.2 The Supplier shall provide a secure, central portal to enable the Authority, to self-access their Management Information and reports, or shall agree an alternative secure communication method as specified by the Customer(s) at the Commencement Date of the Customer Enabling Agreement. The portal shall offer the capability to customise reports and access raw data
- 10.3 The Supplier shall provide timely, full, accurate and complete reports to the Customer(s), which incorporates the data in the format requested by the Authority(s).
- 10.4 The Supplier will provide regular MI reporting to the Authority in a standard consistent format as agreed by the Authority. The reports will be included but not be limited to the following:
 - 10.4.1 Flight tracker providing detailed information on all charter flights that have been operated, as a minimum this will include all flight, passenger and pricing information.

- 10.4.2 Summary supported by detailed manifests, as set out in 6.10, for each flight within 3 days after the flight arrives.
- 10.4.3 Financial information and summary of all monies paid to Airlines, invoices submitted to the Authority.
- 10.4.4 Refund Requests
- 10.4.5 Number of HMG Emergency Loans with detailed supporting information.
- 10.4.6 KPI/SLA Report detailing the Providers performance in accordance with the agreed KPI/SLAs.

11. VOLUMES

- 11.1 The 2020 global COVID-19 crisis has presented a unique challenge to the Authority and resulted in very high number of flights being chartered in response to the crisis. The nature of Services means that it is difficult to predict future levels of activity. An indication of previous volumes is set out in Annex 1 of this SOR for information purposes only.

12. CONTINUOUS IMPROVEMENT

- 12.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration to deliver measurable benefits and respond to requests from the Authority for service improvements.
- 12.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.
- 12.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.
- 12.4 The Supplier shall inform the Authority of any further saving benefits, initiatives and realisation throughout the life of the contract and actively suggest where cost savings can be made to the Authority's.
- 12.5 If requested to do so the Supplier shall develop a Continuous Service Improvement Plan.

13. SUSTAINABILITY

- 13.1 The Supplier shall ensure that the Authority obtains the optimal social, environmental and economic benefits from the Contract in line with Social Value Legislation. The Supplier shall work with the Authority to deliver measurable benefits, as set out in their Continuous Improvement Plan in respect of the Social Value priorities identified by the Customer(s) and, at least, the following:
 - 13.1.1 equality and diversity
 - 13.1.2 environmental sustainability
 - 13.1.3 growth
 - 13.1.4 modern slavery and labour standards
 - 13.1.5 Customer(s)own social value priorities

- 13.2 The sustainability and social value requirements that the Supplier shall fulfil as part of the delivery of the Services are described in Schedule 19 (Sustainability and Social Value Requirements). Suppliers shall read this information in conjunction with Clause B5 of the Commercial Agreement.
- 13.3 The Supplier shall commit to supporting the Authority's Sustainable Development requirements.
- 13.4 The Supplier shall commit to supporting the Governments Greening Commitments 2016 to 2020 as updated from time to time (<https://www.gov.uk/government/policies/sustainable-development>), as well as the Governments on-going sustainable development commitments.

14. QUALITY

- 14.1 The Supplier shall adhere to the Quality standards set out in the RM6016 PSTVS framework terms and conditions.

15. PRICE

- 15.1 Prices are to be submitted via the e-Sourcing Suite utilising the Attachment 4 – Price Schedule of this Bid Pack.
- 15.2 Prices are to be submitted excluding VAT and including all other expenses relating to Contract delivery.
- 15.3 The pricing template will capture:
 - 15.3.1 Transaction fee - The fee is applied to all passengers booked on Emergency Charter Flights and Crisis Charter flights where the Supplier builds the Portal and manages the ticketing and manifests;
 - 15.3.2 Management fee - Percentage to be added to the agreed cost of the Charter Flights service commissioned by the Authority to cover all of the Suppliers overheads associated with the Delivery of the Service except those set out in 15.2.1 and 15.2.3;

- 15.3.3 Management Standby - Annual fee, to be paid monthly, to cover all of the Supplier's costs of providing adhoc advice, desktop planning and guidance to the Authority whilst being on standby. The Management Standby Fee will be a maximum of **REDACTED** for the first year of the contract reducing to **REDACTED** for year two and **REDACTED** for year three or four - were the contract to run for a further third or fourth year. For the sake of clarity it should be noted that the Management Standby Fee agreed between the Authority and the Supplier, as per CTM bid is a maximum of **REDACTED** for the first year of the contract reducing to **REDACTED** for year two and **REDACTED** for year three or four - were the contract to run for a further third or fourth year. The Supplier will review the Management Standby Fees at each 1 year anniversary of any contract as part of our commitment to continuous cost improvement. The Supplier will not seek an increase in contracted rates.

16. STAFF AND CUSTOMER SERVICE

- 16.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 16.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 16.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

17. SERVICE LEVELS AND PERFORMANCE

- 17.1 The Authority will measure the quality of the Supplier's delivery in accordance with the SLA and KPI set out in Annex 4. The SLAs and KPIs will mostly apply when the Supplier will be operating live Crisis Evacuation/Emergency Repatriation situation. This will be finalised and set out in Contract.

18. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 18.1 The Supplier shall adhere to the Security requirements as set out in Schedule 5 of the Framework.

19. PAYMENT AND INVOICING

- 19.1 The Supplier shall:
- 19.1.1 Promptly pay the Airlines the total cost of the Charter in accordance with HMG Prompt Payment Code.
 - 19.1.2 Provide a detailed reconciliation, in a format agreed with the Authority, to the Authority within 30 days of the chartered flight landing in the UK. This will include details of:
 - 19.1.2.1 The airline quoted price (including details of exchange rates if applicable)

- 19.1.2.2 Any additional Charges, e.g. local taxes, landing fees, ground handling fees etc. with a supporting explanation if these were not included in the original quote;
 - 19.1.2.3 The Supplier's charges;
 - 19.1.2.4 Payments received from passengers;
 - 19.1.2.5 Number and value of any Authority approved emergency loans;
 - 19.1.2.6 Net amount due from the Authority.
 - 19.1.3 Submit invoices to the Authority within 30 days of the charter flight landing in the UK or its stated destination.
 - 19.1.4 The Authority will aim to validate the Suppliers invoices within 30 days and make payment into the Providers account within 30 days in accordance with the payment terms of this contract.
 - 19.1.5 Support the Authority in dealing with any complaints FOI made in connection to the contract.
 - 19.1.6 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
 - 19.1.7 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 19.2 Invoices should be submitted to: Insert Invoicing address.to be included in Contract.

20. CONTRACT MANAGEMENT

- 20.1 Arrangements to be agreed and included in Contract.
- 20.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

21. LOCATION

- 21.1 The Service can be provided from any location but will have to have global coverage.

Annex 1 - Historic Indicative Volumes for Information

Emergency (Repatriation) Flights

Between January 2020 and June 2020, the Authority's repatriation charter operation brought over 38,000 people back to the UK, on 186 flights, from 57 different countries and territories

The total net cost of the flights was **REDACTED**. **REDACTED** was the pass-through cost.

The total cost of Travel Management Service was approximately **REDACTED**

The number of flights was extremely high during a short space of time based on the Authority's response to the COVID 19 pandemic.

The 186 flights departed from a number of different locations as set out below:

Algeria
Argentina
Argentina
Cameroon
Cape Verde
Caribbean
China
Colombia
Cote d'Ivoire
Ecuador/Bolivia
Fiji
Gambia
Ghana
Guinea
Guyana
Honduras
Korea (DPRK)
Liberia
Nepal
Nepal
New Zealand
Nigeria
Nigeria
Peru
Philippines
Sierra Leone
South Africa
South Africa
Sudan
Tanzania
Tunisia
Uganda
Jamaica
Chile
Ecuador/Chile
Costa Rica
Guatemala

Nicaragua
Panama
Pakistan
Bangladesh
India

Crisis Evacuation Charter Flights

REDACTED

Annex 2 - Example timeline for Crisis Charter Flights

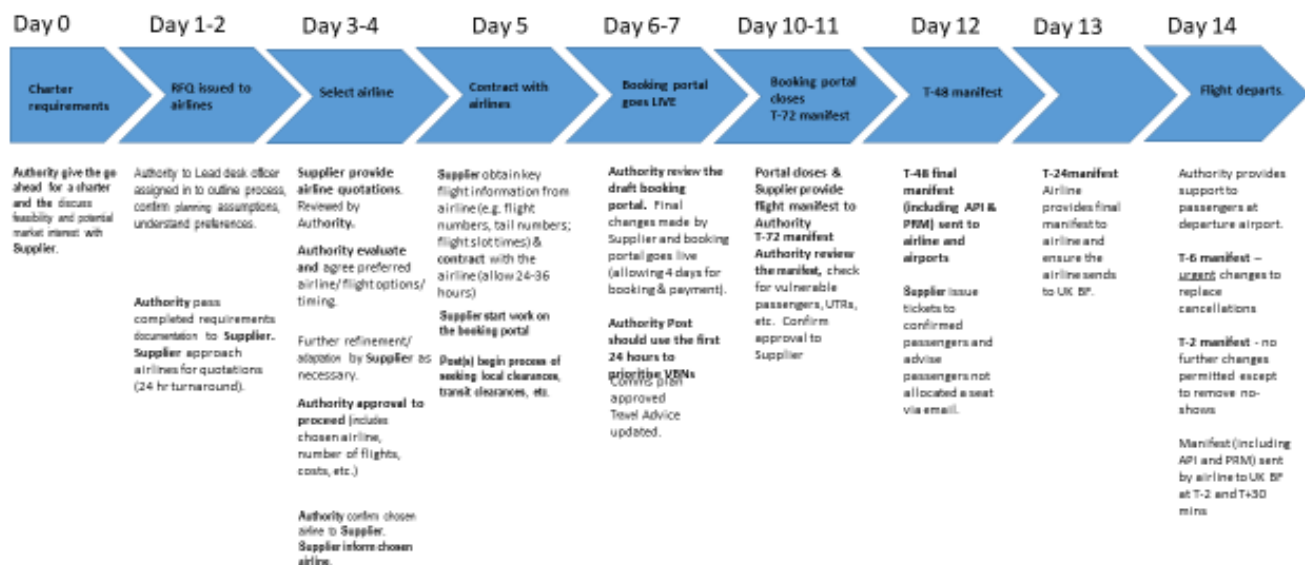
Example timeline for Crisis Charter Flights in a reasonable worst-case scenario – **24hrs until wheels up**

N.B – Timings are indicative

Step	Task		Lead	
			0 hour = T	
1.	Authority makes request to supplier for flight options.		T	Authority
2.	Flight options provided by the supplier to the authority.		T+ 4	Supplier/Authority
3.	Authority confirms preferred flight option in writing.	Including special requests to put HMG staff on outbound flight etc.	T+ 5	Authority
4.	EPs are [if requested by the Authority] told to contact Supplier for flight registration.	If Authority is handling flight manifest, EPs will be told to contact Authority.	T+5	Supplier/Authority
5.	Contract signed by supplier with airline		T+ 7	Supplier
6.	Airline secures all permissions required	And supplier alerts authority should any diplomatic assistance be required in obtaining permissions	T+16	Supplier
7.	Supplier [if requested by the authority] confirms flight with EPs	If the Authority determines it is required, EPs/Passengers contact the Supplier who will then: •Sign a loan agreement/take payment from the EPs •Allocate them a place on the flight •Add to manifest manually	T+ 16	Supplier
8.	Draft (Maximalist) manifest sent to Authority and Airlines		T +20	Post/Supplier
9.	Wheels up on flight inbound to the UK/stopover destination		T+24	N/A
10.	Final (as boarded) manifest sent to Authority		T+26	Supplier

Annex 3 – indicative process/planning timelines

CHARTER OPERATIONS – Indicative process/planning timelines



Annex 4 – service level agreement

HMG Charter Flights							
Ref	Performance Area	Target	SLA Achievement	Measurement	Measurement period	Service Credit*	Service Action
1	Advice Desktop Planning and Guidance	<p>All ad-hoc guidance provided to the Authority by the Supplier within 2 hours or as otherwise agreed by the Authority</p> <p>Supplier support desk top planning exercises (at least once every six months) against an agreed scenario</p>	<p>100%</p> <p>100%</p>	<p>Guidance provided to the Authority in line with the request made</p> <p>A formal summary report of outcomes and lessons learned will be published for each desktop exercise completed.</p>	<p>Monthly</p> <p>6 months</p>	<p>2.5% Reduction in Standby Management Fee for month</p> <p>2.5% Reduction in Standby Management Fee for 3 month period</p>	
2	RFP a) RFP Issue b) Submission of RFP responses	<p>a) RFPs will accurately reflect the FCDO requirements issued and be sent to all appropriate Airlines within 2 hours of FCDO request (or as otherwise agreed).</p> <p>b) Complete and accurate RFP responses to be checked by the Supplier for compliance and sent to FCDO within 2 hours of RFP deadline.</p>	100%	Supplier copy "Covid-19 Commercial Charters email" in RFP Issue.	Weekly	5% Reduction in Management Fee for applicable flight	
3	Contact Award	Supplier enters into a contract with the successful bidder within 24 hours of the outcome of the RFP process and the instruction of FCDO	100%	Supplier blind copy "Covid-19 Commercial Charters" in RFP Issue and Tender Outcome Notice communications	Weekly	2.5% Reduction in Management Fee for applicable flight	

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4	Portal a) Delivery of Live Booking b) Delivery of Live Phone Line (SMS call back number) c) Total number of passengers on flight, infants, how many paid directly	a) 2 - 4 Hours from FCDO request and the delivery of all flight schedule information, confirmation of number of seats to be reserved for vulnerable EPs and the pricing that is to be charged. b) 6 Hours after Booking Portal Go Live c) 4 Hours after receipt of information from airline (24/7 operation)	100%	Supplier to email or blind copy "Covid-19 Commercial Charters" in the email to post with the details to with: a) Confirmation when Portal is live. b) Confirmation when of Phone Line live. c) Full required details	Weekly	5% Reduction in Management Fee for applicable flight	
5	Production of Final Manifest & UTRs	Minimum 24 Hours prior to flight departure assuming FCDO provides the manifest 48 Hours in advance of the flight departure (last minute changes can be made by post within 6 hours of flight departure, this change will not be considered in the scope of this SLA)	100%	Supplier to email all documents to "Covid-19 Commercial Charters"	Weekly	2.5% Reduction in Management Fee for applicable flight	
Operational							
6	Staffing levels from Contract Signature 2021, working 3 shifts covering 7 days per week	Names & Rotas to be provided on a rolling basis 7 days in advance.	98%	Supplier to provide the list of names and rotas on every Sunday before 18:00 hours. Changes to names or contacts for admin reasons are accepted and shall be notified ASAP.	Weekly	2.5% Reduction in Management Fee for applicable week	
7	Responsiveness Telephone Calls	.Core hours: 100% of calls answered within 30 seconds by a person (abandoned calls must be included in this measure with the exception of short abandon calls (i.e. those calls which get dropped within 5 seconds and handlers don't have time to answer). Non-core hours: 100% of calls answered within 120 seconds by a	98%	Email the details of the call handling figures	Weekly	2.5% Reduction in Management Fee for applicable week	

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		person (abandoned calls must be included in this measure with the exception of short abandons' (i.e. those calls which get dropped within 5 seconds and handlers don't have time to answer).					
	Responsiveness Emails	Supplier to respond to emails classified as "Urgent" from FCDO the Authority within 30 mins (minimum requirement to acknowledge receipt and assign an owner together with a response date/time)	99%	Supplier to provide a report on titled "Urgent" email acknowledgement via email with a response date/time when the email was sent by the Authority.	Weekly	2.5% Reduction in Management Fee for applicable week	
8	Accuracy of Documentation	<p>Portal content and communication to BN (e.g. itinerary information as flight details, departure point etc.).</p> <p>Ticket / travel documentation issuance accuracy.</p> <p>Ticket issuance accuracy</p> <p>Invoices to be 100% accurate and to be submitted in a timely manner with the appropriate supporting narrative.</p>	99%	Number of escalations / emails with complaints / corrective action(s) request, evidence to include copies of communication. e.g portal correction requests following inaccuracy, invoices reissued etc.	Weekly	2.5% Reduction in Management Fee for applicable flight	
9	Supplier acknowledgement of complaints and issues	Number of upheld complaints against Supplier - related performance should not exceed 0.2% of the total bookings made.	98%	Supplier to provide the details of complaints and issues and the total number of bookings made to FCDO	Weekly		All upheld complaints will be included and managed in accordance with the terms and conditions of the Contract.
10	Ticket refunds, where required	7 days (from receipt and approval of passenger refund request in line with FCDO refund policy)	99%	Through the weekly report provided to the FCDO	Weekly	2.5% Reduction in Management Fee for applicable flight	

Should the Supplier fail to meet a target Service Level for one month, then the Supplier must provide a detailed statement outlining the reason for the failure and how they will mitigate risk of failing to meet the target Service Level for the subsequent month.

Should the Supplier fail to meet the target Service Level for two consecutive months, then the Supplier must provide a 'Service Improvement Plan' to show how the Supplier intends to recover the Service.

The Supplier shall provide monthly reporting on Service Levels.

The Supplier shall ensure the service design is reviewed monthly and updated where required.

The Supplier shall ensure the Customer has open access to any relevant scripts and service documents and that these documents are reviewed monthly and updated.

During a period of crisis a separate Service Level Agreement may be agreed between the Customer and the Supplier.

ANNEX 2b - Outputs from Direct Award / Further Competition

Technical Submission

REDACTED

Commercial Submission

REDACTED

Clarification Responses

REDACTED

ANNEX 3 – Customer-Level Go Live Implementation Plan

REDACTED

ANNEX 4 – Reporting

1. Accurate, timely and comprehensive Management Information (MI) will be required by the Customer to effectively manage the Commercial Agreement.
2. In accordance with Schedule 13 (Management Information), the Supplier shall provide the following MI reports to the Customer:
 - 2.1. The Supplier will provide regular MI reporting to the Authority in a standard consistent format as agreed by the Authority. The reports will be included but not be limited to the following:
 - 2.2. Flight tracker providing detailed information on all charter flights that have been operated, as a minimum this will include all flight, passenger and pricing information.
 - 2.3. Summary supported by detailed manifests, as set out in 6.10, for each flight within 3 days after the flight arrives.
 - 2.4. Financial information and summary of all monies paid to Airlines, invoices submitted to the Authority.
 - 2.5. Refund Requests
 - 2.6. Number of HMG Emergency Loans with detailed supporting information.
 - 2.7. KPI/SLA Report detailing the Providers performance in accordance with the agreed KPI/SLAs.
3. Accurate, timely and comprehensive Management Information (MI) will be required by the Enabling Authority to effectively manage the Contract. In accordance with Paragraph 7 of Schedule 13 (Management Information), the Supplier shall provide the following MI reports to the Enabling Authority:
 - a) Bookings that have been made outside of the Enabling Authority's Travel Policy
 - b) Number of accommodation non arrivals (no shows) that has resulted in the accommodation venue applying charges
 - c) Changes made throughout the booking lifecycle, enabling Enabling Authorities to identify behavioural trends which occur between booking and travel
 - d) "Missed savings", including the value (£s) of missed savings
 - e) Dashboard summarising the following information, in both a graphical and table format:
 - f) For all Travel Booking Services:
 - i. Spend by individual month and cumulative for the reporting year, for each category (i.e. rail, accommodation, air, and booking fees) detailing total spend, number of transactions and average ticket price/room rate in table format, with % spend split in graphical format.

- ii. Number and value of refunds and cancellations across air, rail and accommodation.
 - g) For air:
 - i. Top 10 suppliers by spend and number of journeys including average fares
 - ii. Top 10 routes by spend and number of journeys
 - iii. Top 10 travellers by spend and number of journeys
 - iv. Number and % of journeys under 300 miles
 - v. Domestic (UK), short haul and long haul flights, split by spend and volume.
 - h) For rail:
 - i. Top 10 routes by spend and number of journeys including average fares
 - ii. Top 10 travellers by spend and number of journeys
 - iii. Out of policy bookings detailing number of bookings and spend split by the reason codes defined in Annex 1 of Contract 3
Schedule 2 : Services Part A: Specification of Requirements
 - iv. % restricted and out of policy tickets for journeys over 50 miles
 - v. Total value and volume of missed savings opportunities
 - vi. % spend by ticket type in graphical format
 - vii. Number and % of bookings by despatch method
 - viii. Number of first class bookings.
 - i) For accommodation:
 - i. Top 10 locations by spend and number of room nights including average room rates
 - ii. Top 10 accommodation venues by spend and number of room nights
 - iii. Top 10 accommodation travellers by spend and number of room nights
 - iv. Out of policy bookings detailing number of bookings and spend split by the reason codes defined in Annex 1 of Contract 3
Schedule 2 : Services Part A: Specification of Requirements
 - v. Cost incurred where the cost of cancellation or refunds, and fees incurred in administering the cancellation or refunds, outweighs the original transaction cost
4. In addition to the MI reports and information set out above in this Schedule, the Customer and the Supplier agree that the Supplier shall provide the following MI reports and information to the Customer (templates to be provided by the Authority following award of the Commercial Agreement):

ANNEX 5 – Key Personnel

1. General

- 1.1. The Supplier has assigned the following Key Personnel to the Enabling Agreement in the Key Roles detailed below:

Key Role / Job Title	Key Personnel	Contact Details
REDACTED	REDACTED	<i>Tel:</i> REDACTED <i>Email –</i> REDACTED
REDACTED	REDACTED	<i>Tel:</i> REDACTED <i>Email –</i> REDACTED
REDACTED	REDACTED	<i>Tel:</i> REDACTED <i>Email -</i> REDACTED

ANNEX 6 Transferring Employees

NOT APPLICABLE TO THIS CONTRACT