



<b>Invitation to Tender for Solicitors Services</b>	
<b>Reference: NPS-PS-0098-19</b>	
<b>SECTION 4 – SPECIFICATION</b>	
Part 1	General
Part 2	Services Required
Part 3	Operational Management
Part 4	Performance Management
Part 5	Sustainable Development
Part 6	Commercial Section

### **Part 1 – General**

#### **1. Background**

- 1.1. This procurement process is for the tender and award of a new Framework Agreement (“Agreement”) for the supply of Solicitors Services to the public sector in Wales (“Organisations”).
- 1.2. The purpose of this tender exercise is to appoint a number of firms (“Panel Members”), each operating under the Framework Agreement, to provide legal services under distinct subject area packages. Information regarding the nature of the work which it is anticipated will fall within the subject area packages is contained within Part 2 of this Specification document.
- 1.3. The procurement exercise is being conducted by the National Procurement Service (NPS), which is hosted by Welsh Government.
- 1.4. As a consequence of the Government of Wales Act 2006, the contracting party will be the Welsh Ministers, hereafter referred to as the “Client”.
- 1.5. The Commission on Justice in Wales, which was set up by the Welsh Government, undertook a review of the justice system in Wales between December 2017 and October 2019. It published its report in October 2019 to set a long term vision for the future of justice in Wales. Recommendations from this report have been implemented in this Framework Agreement. Further information on this report can be found here:

<https://gov.wales/commission-justice-wales-report>

## 2. Scope

2.1. The Agreement will be for a period of four [4] years and includes Break Clauses allowing the Client to terminate the Agreement at its absolute discretion at the end of years two [2] and three [3]. The anticipated start date is 22 June 2020.

2.2. The Agreement will cover the supply of the following services:

- 2.2.1. Adult Social Services
- 2.2.2. Child Social Services
- 2.2.3. Civil Litigation
- 2.2.4. Corporate Governance & Ethical Standards
- 2.2.5. Criminal Litigation
- 2.2.6. Education Law
- 2.2.7. Employment Law
- 2.2.8. Major IT & Commercial Contracts
- 2.2.9. Planning & Environment Law
- 2.2.10. Property Law
- 2.2.11. Public Administration Law
- 2.2.12. Specialist Welsh & UK HE Advice (HEFCW)
- 2.2.13. Central Government Advice (Welsh Government)
- 2.2.14. Mutual Investment Model (MIM) – Major Projects Legal Advice
- 2.2.15. Mutual Investment Model (MIM) – Participating Organisations Project Advice

## 3. Organisations

3.1. A scoping exercise was undertaken by the NPS to identify those organisations that, although not a legally binding agreement to do so, confirm their intention of using the Agreement. The results of which are contained below:



Eligible  
Organisations.docx

3.2. Organisations not named above will not be eligible to use the Agreement, as this will breach the European Procurement Directives as they are in UK Contract Law – Public Contracts Regulations 2015.

3.3. The successful Panel Member(s) will be expected to actively market the Agreement to those organisations listed above.

- 3.4. Whilst Organisations are entitled to use the Framework Agreement, they are not obliged to do so. For the avoidance of doubt, there is no guarantee of any work for Panel Members under the Framework Agreement.

#### **4. Estimated Quantity and Value**

- 4.1. The Agreement will **not** be for any fixed value. However, for information purposes, the potential Framework Agreement value based on the public sector Organisations management information for the previous iteration of the Legal Services by Solicitors Framework is £60m.
- 4.2. It should be noted that the above values are merely estimates, based on historical information and cannot be guaranteed.
- 4.3. Nothing in this Invitation to Tender (ITT) or any Agreements awarded as a result of this ITT process shall place an obligation of any kind whatsoever on the Organisations or any other potential Organisations to purchase services from the selected Panel Member(s) to the exclusion of any other source of supply.
- 4.4. Organisations reserve the right to use more than one Panel Member on the Agreement if they so wish.

#### **5. Minimum Qualification Criteria**

- 5.1. Please note, as a minimum, the Panel Member(s) will need to meet the requirements set out in the Qualification questionnaire (Schedule 5.1). The failure to meet these requirements will disqualify the Panel Member from taking any further part in the tender process.

## **Part 2 – Services Required**

### **6. Lots**

6.1. The key objective of this procurement process is to secure a high quality route to market for Solicitors that offers Organisations value for money and added value in the services being provided. In order to do this, the requirements have been split into separate Lots to appoint suitably qualified and experienced Panel Members for specific subject areas.

6.2. The Lots are set out as follows:

- 6.2.1. Lot 1 – Adult Social Services
- 6.2.2. Lot 2 – Child Social Services
- 6.2.3. Lot 3 – Civil Litigation
- 6.2.4. Lot 4 – Corporate Governance & Ethical Standards
- 6.2.5. Lot 5 – Criminal Litigation
- 6.2.6. Lot 6 – Education Law
- 6.2.7. Lot 7 – Employment Law
- 6.2.8. Lot 8 – Major ICT & Commercial Contracts
- 6.2.9. Lot 9 – Planning & Environmental Law
- 6.2.10. Lot 10 – Property Law
- 6.2.11. Lot 11 – Public Administration Law
- 6.2.12. Lot 12 – Specialist Welsh & UK HE Advice (HEFCW)
- 6.2.13. Lot 13 – Central Government Advice (Welsh Government)
- 6.2.14. Lot 14A – Mutual Investment Model (MIM) – Major Projects Legal Advice
- 6.2.15. Lot 14B – Mutual Investment Model (MIM) – Participating Organisations Project Advice

6.3. Further details on the requirements of the Lots can be found in the following paragraphs.

### **7. Core Service Requirements – Applicable to All Lots**

7.1. The Panel Member(s) will be expected to offer the following “core service” requirements. These are expected as a minimum across all services under this Framework Agreement.

7.2. The Framework Agreement is for the provision of a full range of Solicitors Services at the following grades of staff:

Grade	Description
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<b>Partner</b> (including Senior Partner & Consultant)	Partner; Senior Partner and Legal Consultant – technically qualified in some other area (e.g. Planning)
<b>Associate</b> (including Senior Associate)	5 years (or more) post-qualified experience
<b>Solicitor</b> (including Junior/Senior Assistant)	Up to 4 years post-qualified experience
<b>Paralegal / Legal Executive</b>	Part-qualified Lawyer / Qualified Legal Executive

7.3. A general indication of the nature of advice likely to be required within each subject area is given in this section. As circumstances change, the services required may change. It follows from this that it is impossible to give a definitive list of the kind of services that are (or may in the future) be required.

7.4. The Panel Members must be able to provide the range of services required for each Lot within the following areas, but not limited to:

7.4.1. Demonstrate flexibility in the application of resources and expertise and an ability to deal with a wide range of legal matters within each subject area for which they submit a bid.

7.4.2. Provide the option of a bilingual service requirement. It is anticipated that the bulk of advice (including drafting) provided by Panel Members under the Framework Agreement will be required through the medium of English. However, there are likely to be cases where Panel Members will be required to advise (verbally and/or in writing) and/or to draft legal documents in Welsh.

7.4.3. Understand the Organisations' particular interests and be alive to the political and handling sensitivities which may arise when acting on behalf of Organisations.

7.4.4. Have a keen awareness of public law matters and to ensure that advice and assistance provided does not impose any procurement or other public law risk on the Organisations where advice is required for State Aid and procurement matters.

7.4.5. Available to brief Organisation's officials in person or via the use of technology in relation to matters upon which they are instructed, if so requested.

7.5. The Panel Member(s) shall:

- 7.5.1. Have access to the relevant expertise and capability to deliver the services required.
  - 7.5.2. Ensure that all employees exercise all reasonable skill and diligence in the discharge of their duties, and that all relevant statutory legislation is conformed to, particularly in respect of disclosure of confidential information and the requirements of the Data Protection Act and the General Data Protection Regulation (GDPR).
  - 7.5.3. Where possible, provide continuity of staff and services and take all steps to avoid changes of staff except whenever changes are unavoidable or of a temporary nature caused by sickness etc.
- 7.6. Tenderers are expected to demonstrate their ability to meet these core requirements in the Technical Questionnaire (Schedule 5.2).
- 7.7. Tenderers must indicate within the Technical Questionnaire (Schedule 5.2) those Subject Area packages for which they are bidding.

## **8. Lot 1 – Adult Social Services Law**

- 8.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.
- 8.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:
- 8.2.1. Legal Advice to Social Work Teams;
  - 8.2.2. Advice relating to Health and Social Care including Mental Health, Community Care, Residential Care, Older People, People with Disability, Elderly Mentally Infirm and all other aspects of Social Care;
  - 8.2.3. Proceedings relating to Health and Social Care matters;
  - 8.2.4. Public Interest Immunity issues including attendance at Court;
  - 8.2.5. Advice and Conduct of Proceedings relating to Judicial Review; and
  - 8.2.6. Court of Protection

## **9. Lot 2 – Child Social Services Law**

- 9.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.
- 9.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:

- 9.2.1. Public Interest Immunity issues including attendance at Court;
- 9.2.2. Advice and Conduct of Proceedings relating to Judicial Review;
- 9.2.3. Legal Advice to Social Work Teams;
- 9.2.4. Children Act Proceedings in all Courts;
- 9.2.5. Adoption and Children Act proceedings in all Courts; and
- 9.2.6. Fostering and Adoption Advice

## **10. Lot 3 – Civil Litigation**

- 10.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.
- 10.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:
  - 10.2.1. County Court Proceedings (Claimant and Defendant);
  - 10.2.2. High Court Proceedings (Claimant and Defendant);
  - 10.2.3. Judicial Review Proceedings;
  - 10.2.4. Magistrate Court Civil Actions;
  - 10.2.5. Licensing Proceedings / Appeals;
  - 10.2.6. Possession Proceedings;
  - 10.2.7. Anti-Social Behaviour Orders;
  - 10.2.8. Enforcement Proceedings;
  - 10.2.9. Bankruptcy and Insolvency Proceedings;
  - 10.2.10. Housing Disrepair Claims;
  - 10.2.11. Injunctions;
  - 10.2.12. Planning Public Enquiries / Appeals;
  - 10.2.13. Personal Injury;
  - 10.2.14. Housing Law;
  - 10.2.15. Licensing Law;
  - 10.2.16. Travellers; and
  - 10.2.17. Alternative Dispute Resolution

## **11. Lot 4 – Corporate Governance and Ethical Standards**

- 11.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.
- 11.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:
  - 11.2.1. Monitoring Officers Support;
  - 11.2.2. Advice to Standards Committee;
  - 11.2.3. Investigations;

- 11.2.4. Advice on Council Constitutions and Governance Issues;
- 11.2.5. Ombudsman Complaints;
- 11.2.6. Freedom of Information and Data Protection;
- 11.2.7. Local Authority Powers and Vires; and
- 11.2.8. General Local Authority Law

## **12. Lot 5 – Criminal Litigation**

12.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.

12.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:

- 12.2.1. Magistrates Proceedings (Claimant and Defendant);
- 12.2.2. Crown Court Proceedings (Claimant and Defendant);
- 12.2.3. Judicial Review Proceedings;
- 12.2.4. Magistrate Court Civil Actions;
- 12.2.5. Enforcement Proceedings;
- 12.2.6. Injunctions;
- 12.2.7. Health and Safety Prosecutions;
- 12.2.8. Food Prosecutions;
- 12.2.9. Trading Standards Prosecutions;
- 12.2.10. Planning Prosecutions;
- 12.2.11. Planning Public Enquiries / Appeals; and
- 12.2.12. Fraud Prosecutions

## **13. Lot 6 – Education Law**

13.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.

13.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:

- 13.2.1. Advice to LEAs and Schools;
- 13.2.2. Special Needs Tribunals;
- 13.2.3. School Appeals Panels;
- 13.2.4. Legal Advice on School Governance;
- 13.2.5. School Attendance Prosecutions;
- 13.2.6. School Re-Organisations;
- 13.2.7. Public Interest Immunity issues including attendance at Court;
- 13.2.8. Advice and Conduct of proceedings relating to Judicial Review;
- 13.2.9. Advice on Legislation to Universities and Further Education Colleges;



- 13.2.10. Advice on University and Further Education College Governance;
- 13.2.11. Advice on Further Education Student Complaints; and
- 13.2.12. Policy Advice

#### **14. Lot 7 – Employment Law**

- 14.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.
- 14.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:
  - 14.2.1. General Advice;
  - 14.2.2. Contract Formation;
  - 14.2.3. Secondment Agreements;
  - 14.2.4. Discrimination Law;
  - 14.2.5. Equal Pay;
  - 14.2.6. Pensions;
  - 14.2.7. Advice on Legislative Changes TUPE;
  - 14.2.8. Grievance Handling;
  - 14.2.9. Dismissal Procedures;
  - 14.2.10. Dispute Resolution;
  - 14.2.11. Compromise Agreements;
  - 14.2.12. Tribunal Work;
  - 14.2.13. School Employment Law;
  - 14.2.14. Other Payroll / HR Matters;
  - 14.2.15. Police Authority Work; and
  - 14.2.16. Senior Officer Complaints Police Staff Appeals

#### **15. Lot 8 – Major IT & Commercial Contracts**

- 15.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.
- 15.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:
  - 15.2.1. EU Procurement Advice;
  - 15.2.2. IT Contracts and Advice on Procurement;
  - 15.2.3. Building Contracts;
  - 15.2.4. Engineering Contracts Services;
  - 15.2.5. Contracts;
  - 15.2.6. Performance Bonds;
  - 15.2.7. Guarantees;

- 15.2.8. Service Level Agreements;
- 15.2.9. Commercial Agreements;
- 15.2.10. Entertainment Agreements;
- 15.2.11. Contract and IP Disputes;
- 15.2.12. Waste Management;
- 15.2.13. State Aid;
- 15.2.14. Charities;
- 15.2.15. Company Law including Formation of Companies;
- 15.2.16. Partnership / Multi Agency Agreements;
- 15.2.17. PFI Agreements;
- 15.2.18. Funding Agreements;
- 15.2.19. Trust Agreements;
- 15.2.20. Charities;
- 15.2.21. School Construction Agreements; and
- 15.2.22. Joint Venture Agreements
- 15.2.23. Advice on trademarks, copyright and IPR.

## **16. Lot 9 – Planning & Environmental Law**

- 16.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.
- 16.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:
  - 16.2.1. Planning and Environmental Law Advice;
  - 16.2.2. Advice on Determination of Planning Applications;
  - 16.2.3. Consents and Conditions;
  - 16.2.4. Section 106 Agreements;
  - 16.2.5. Planning Public Enquiries / Appeals;
  - 16.2.6. Planning Prosecutions;
  - 16.2.7. Planning Enforcement;
  - 16.2.8. Contaminated Land;
  - 16.2.9. Building Regulations;
  - 16.2.10. Judicial Review Proceedings;
  - 16.2.11. Rights of Way;
  - 16.2.12. Drainage;
  - 16.2.13. Commons & Village Greens;
  - 16.2.14. Highway Advice;
  - 16.2.15. Flooding Advice; and
  - 16.2.16. Parliamentary Agents Services (including legislative drafting and advice on vires)

## **17. Lot 10 – Property**

- 17.1. It is anticipated that ten [10] Panel Members will be appointed to each regional sub Lot – subject to the receipt of sufficient valid tenders.
- 17.2. Within this subject area, legal advice and services may be required in relation to, but not restricted to:
- 17.2.1. Sales of Commercial Land and Property;
  - 17.2.2. Purchase of Commercial Land and Property;
  - 17.2.3. Lease of Commercial Land and Property;
  - 17.2.4. Compulsory Purchase Orders and Inquiries;
  - 17.2.5. Development Agreements;
  - 17.2.6. Section 106 Agreements;
  - 17.2.7. Commercial Leases;
  - 17.2.8. Redevelopment Project Agreements;
  - 17.2.9. Licences and Concession Agreements;
  - 17.2.10. Agriculture Agreements;
  - 17.2.11. Highway Agreements;
  - 17.2.12. Rent Review and Associated Proceedings;
  - 17.2.13. Road Adoption Agreements;
  - 17.2.14. Conveyancing Ancillary Documents / Agreements;
  - 17.2.15. Sale of Land and Property;
  - 17.2.16. Purchase of Land and Property;
  - 17.2.17. Lease of Land and Property;
  - 17.2.18. Legal Charges;
  - 17.2.19. Shared Ownership;
  - 17.2.20. Land Tribunal;
  - 17.2.21. Compulsory Purchase Orders and Public Inquiries;
  - 17.2.22. Allotment Agreements;
  - 17.2.23. Rent to Buy Disposals;
  - 17.2.24. Commons and Village Greens;
  - 17.2.25. Land Charges;
  - 17.2.26. Housing Law;
  - 17.2.27. Landlord and Tenant; and
  - 17.2.28. Primary Care

## **18. Lot 11 – Public Administration**

- 18.1. It is anticipated that three [3] Panel Members will be appointed to this Lot – subject to the receipt of sufficient valid tenders.
- 18.2. This lot is to cover the requirements of public bodies with regulatory responsibilities or those creating legislation or regulations.

- 18.3. Within this subject area, legal advice and services may be required in relation to, but not restricted to:
- 18.3.1. The interpretation of and compliance with legislation or regulations—including those that describe individual organisation’s powers or duties and vires and those that more generally impact how public bodies operate;
  - 18.3.2. The operationalising of legislation or Regulations – including the creation of rules or conditions and other regulatory documents, policy, procedures and template documentation;
  - 18.3.3. Reviewing advice or guidance on legislation, regulations, rules or conditions provided by public bodies to those regulated (or users of public services);
  - 18.3.4. Regulatory impact assessments;
  - 18.3.5. Decision making and associated documentation and correspondence on issues with legal implications including regulatory decisions, consultations or engagement activities;
  - 18.3.6. Case law precedent;
  - 18.3.7. Risk mitigation;
  - 18.3.8. Responding to potential or actual challenges to decisions or responding to investigations by other regulators;
  - 18.3.9. Responding to complaints or whistleblowing;
  - 18.3.10. Preparing for a judicial review or other and appointing individuals to act on behalf of the public body;
  - 18.3.11. Options for enforcement action and advice on proportionality;
  - 18.3.12. Reviewing relevant draft documentation; and
  - 18.3.13. Working with other public bodies in Wales or other UK jurisdictions including other regulators.

**19. Lot 12 – Specialist Welsh & UK Higher Education Advice for the Higher Education Funding Council for Wales (HEFCW)**

- 19.1. HEFCW is the funder and regulator of higher education in Wales. Its regulatory powers relate to full-time undergraduate tuition fees, quality of education and financial affairs. Welsh Government intend to replace HEFCW with a new organisation that has oversight of all post-compulsory education in Wales.
- 19.2. It is anticipated that one [1] Panel Member will be appointed to this Lot – subject to the receipt of sufficient valid tenders.
- 19.3. Within this subject area, legal advice and services may be required in relation to, but not restricted to:
  - 19.3.1. Interpretation of Higher Education legislation as it affects HEFCW, higher education providers and the Higher Education Sector in Wales;
  - 19.3.2. Welsh Government Higher Education (Wales) Act 2015 – to include advice relating to the Financial Management Code requirements, Fee and Access Plans, Quality Assurance and intervention powers;
  - 19.3.3. Further Education and Higher Education Act 1992 and other related HE legislation;
  - 19.3.4. Institutional Risk Assessment;
  - 19.3.5. Charity Commission role for higher education in Wales;
  - 19.3.6. Governance at higher education institutions;
  - 19.3.7. Access to in house training and the panel members' research and library facilities;
  - 19.3.8. Complaints from students and the public; and
  - 19.3.9. Continuing its regulatory and funding functions as new body with similar oversight is being established and transitioning those functions into a new organisation.

## **20. Lot 13 – Central Government Advice (Welsh Government)**

- 20.1. Please refer to Appendix 1: Lot 13 – Central Government Advice (Welsh Government) Specification.
- 20.2. The contents of Appendix 1 will take precedent over any conflicting information contained within this Specification document.

## **21. Lot 14A – Mutual Investment Model (MIM) – Major Projects Legal Advice**

- 21.1. Please refer to Appendix 2: Lot 14A – Mutual Investment Model (MIM) – Major Projects Legal Advice Specification.
- 21.2. The contents of Appendix 2 will take precedent over any conflicting information contained within this Specification document.

21.3. It is anticipated that five [5] Panel Members will be appointed to this Lot – subject to the receipt of sufficient valid tenders.

**22. Lot 14B – Mutual Investment Model (MIM) – Participating Organisations Project Advice**

22.1. Please refer to Appendix 3: Lot 14B – Mutual Investment Model (MIM) – Participating Organisations Project Advice Specification.

22.2. The contents of Appendix 3 will take precedent over any conflicting information contained within this Specification document.

22.3. It is anticipated that five [5] Panel Members will be appointed to this Lot – subject to the receipt of sufficient valid tenders.

### **Part 3 – Operational Management**

#### **23. General**

- 23.1. Each Panel Member shall appoint an individual who can make decisions on behalf of the Panel Member to act as the “Framework Agreement Contact”, who shall be the sole point of contact with the NPS Framework Manager in all correspondence relating to the operation of the Framework Agreement except if:
- 23.1.1. NPS is given notice in writing of a change in the identity of the Framework Agreement Contact. From the date of such notice (or the date specified in such notice if different), the new Framework Agreement Contact shall act as the single point of contact; or
  - 23.1.2. The complaint handling procedures referred to in paragraph 30 below apply.
- 23.2. NPS will appoint a Framework Manager to act as its sole point of contact for all correspondence related to the Framework Agreement except where Panel Members are notified to the contrary. The Contract Manager will also liaise with and coordinate the management of the Framework Agreement with contacts from Organisations.
- 23.3. All communication between a Panel Member and an Organisation regarding, or arising out of or in connection with individual contracts awarded to it by an Organisation, following a direct award or mini-competition exercise, shall be conducted through the Organisation’s preferred communication channel.

#### **24. Receipt of Instructions by the Panel Member**

- 24.1. Panel Members will be instructed by the Organisation in accordance with the provisions of the Conditions of Appointment. However, due to the size and complexity of some Organisations, separate procedural arrangements for instructing Panel Members may be made in respect of all or part of any Subject Area Package, to specify the appropriate source of instructions from the Organisation. In such cases, Panel members may only undertake work when instructions have been received from that specified source.
- 24.2. Please note that the Organisation reserves the right not to pay for work undertaken when instructions are submitted by means that do not comply with paragraph 24.1.

#### **25. Appointment of Counsel**

- 25.1. Before appointing any Counsel, the Panel Member must seek the formal agreement of the Organisation in accordance with condition 34 of the Conditions of Appointment.
- 25.2. The Organisation may wish to recommend the use of Barristers/Chambers through the ‘NPS Legal Services by Barristers’ Framework Agreement.

## **26. Conflict of Interest**

- 26.1. Panel Members must disclose to the individual Organisations prior to their appointment in relation to any matter where any potential conflict of interest may arise in relation to that matter. Panel Members who have a conflict of interest must not bid for particular projects or areas of work. Panel Members must inform the Organisation immediately should any conflict of interest arise while they are working on a particular matter or in relation to any specific contract for the provision of services in a particular area. In such circumstances, the Panel Member must propose to the Organisation the remedial steps that it proposes to take to avoid or remedy the conflict. Should those steps not be acceptable, the Panel Member may be prevented from acting for the Organisation in relation to a particular matter. In particular, Panel Members must not, without the express prior written consent of the Organisation, act for any party other than the Organisation in relation to any transaction in which they are instructed on behalf of the Organisation.
- 26.2. Panel Members should note that appointment to the Framework Agreement does not bar them from acting for other parties in relation to transactions with Organisations or acting on behalf of other clients against the Organisations, except in cases where the Panel Member has acted on behalf of the Organisation in relation to the same or a closely related matter. In any case of doubt, the Panel Member should consult the Organisation. This requirement shall continue to apply after the expiry or termination of the Framework.

## **27. Performance of Work at Appropriate Level**

- 27.1. Panel Members shall allocate work at an appropriate level having due regard to the kind of work involved and its level of difficulty and sensitivity.
- 27.2. Organisations may, on occasion, request that a particular member of the Panel Member’s staff be allocated any given piece of work; offer some guidance; and, where work is to be carried out on a secondment or similar basis, may give specific direction as to the level of experience and expertise that is required from those participating. In these instances, Panel Members shall allocate work as detailed in paragraph 27.1.



- 27.3. As part of ensuring that work is carried out at an appropriate level, Panel Members shall have due regard to the need for work to be carried out efficiently and economically, as well as to the complexity of the work concerned. In particular, Panel Members shall ensure that:
- 27.3.1. no more members of staff than are strictly required are involved in carrying out any particular piece of work;
  - 27.3.2. meetings are attended by those actually carrying out the work in question; and
  - 27.3.3. no more than two representatives of the firm attend any meeting except in compelling circumstances and with the prior agreement of the Organisation.

## **28. Non-Chargeable Services**

- 28.1. The Firm shall not charge for initial contact with Clients which may range from short ad hoc queries from Clients which would not exceed half an hour in duration or which, in the case of larger more complex matters, shall include but not be limited to attendance at familiarisation meetings not exceeding two hours.
- 28.2. No charge shall be made by a Firm for activities carried out in respect of the overall management and administration of the Agreement or of any Client Contracts awarded under the Agreement.

## **29. Compliance with Timescales**

- 29.1. The importance of timescales in relation to work for the Organisations cannot be overstated. Frequently timescales and deadlines will not be capable of negotiation. Panel Members will be expected to react to individual circumstances and show flexibility. In particular, they shall permit constant and prompt access to individual team members when required to provide any necessary information or advice to Organisations. In cases where there are likely to be difficulties in meeting stated timescales in individual projects, the Panel Member will notify the Organisation, as soon as is reasonably practicable after being informed of the timetable for the work in question, of any perceived difficulty.

## **30. Complaint Handling**

- 30.1. It is a requirement that Panel Members have in place an appropriate and effective complaints handling procedure. That complaint handling process shall be without prejudice to any rights or remedies, whether at law or under the Framework Agreement, that either party may have in relation to any matter. In particular, where specific remedies are provided under the Framework Agreement, these may be pursued without recourse to the complaint handling process.

### **31. Secondments**

- 31.1. Organisations may wish to develop opportunities with Panel Members e.g. Panel Members to make available a legally qualified member of staff for secondment to the Organisation.
- 31.2. Panel Members will be expected when requested to offer a secondment to a lawyer and/or a trainee solicitor subject to agreement being reached on timing and other practical arrangements and/or to accept secondments from public sector Organisations to Panel Member firms.

### **32. Training**

- 32.1. Panel Members are expected to allow lawyers to participate in their in-house training programmes and to provide some in-house training to the Organisations, subject to constraints of space. Panel Members are required to give Organisations reasonable advance notice of their in-house training programmes and to allow two members of staff (or more by agreement) to attend any in-house training events run by them.
- 32.2. Panel Members are required to participate in the Organisations' in-house training programme by providing individuals to give lectures and/or seminars on topics to be agreed. These lectures/seminars will in general be hosted in the Organisation's town or city. Panel Members will be given the opportunity to propose topics and/or discuss suitable topics for training sessions with Organisations on a periodic basis.
- 32.3. Panel Members will be invited to offer training to some Organisation departments and to participate in events such as conferences held for the benefit of Organisations. Whilst not mandatory, it would be helpful if panel members were prepared to offer such training and participate in events.
- 32.4. Organisations will make available to Panel Members from time to time details of any of its own in-house training events which it considers may be of benefit to Panel Members and will allow two staff members of each Panel Member to attend any such events (subject to constraints of space etc.). No charge will be made for this training.

- 32.5. Panel members may be approached by NPS or Organisations with requests for training on specific legal matters as part of the Legal Training & Events schedule that is collated on a 6-monthly basis.

### **33. Research and Library Sharing**

- 33.1. There is an expectation under the Framework Agreement that Panel Members will make available to Organisations their research and library facilities.

### **34. Security**

- 34.1. When a Panel Member is using e-mail to communicate with the Organisation, the Panel Member shall implement appropriate technical and organisational measures to protect the Organisation's Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Organisation's Personal Data and having regard to the nature of the Organisation's Personal Data which is to be protected. All data should be handled in accordance with the Data Protection Act and the General Data Protection Regulation (GDPR).
- 34.2. In providing their services under the Framework Agreement, Panel Members shall comply with all security requirements of the Organisations, notified to them from time to time.

### **35. Invoicing**

- 35.1. Invoices may be paper based or electronic. The reduction of process costs through the use of appropriate technology is important. Organisations will decide whether they wish to use online/electronic invoicing systems. Invoices must meet the authorisation and audit requirements of the Organisation and be valid VAT invoices in accordance with VAT legislation and HMRC guidance.
- 35.2. As a minimum, invoices will provide:
- 35.2.1. NPS Agreement Number (NPS-PS-0098-19)
  - 35.2.2. The name, reference and purchase order number (where applicable) of the Client that issued the Order;
  - 35.2.3. The type of work to which the invoice relates;
  - 35.2.4. The date when the invoice was first raised;
  - 35.2.5. The original and any updated estimate of fees;

- 35.2.6. In the case of an interim invoice, an estimate of fees required to complete the matter;
  - 35.2.7. Itemisation of the number of hours worked by named fee-earners, indication of the level of seniority and corresponding hourly rate of each named fee-earner, a brief description of the type of work done during each of the stated hours and a detailed breakdown of third party disbursement costs;
  - 35.2.8. Where applicable, the fixed or commission rate applied; and
  - 35.2.9. Where applicable, the agreed terms for calculating fees in the event of a matter being adjourned or cancelled or of instructions being withdrawn.
- 35.3. Itemised invoicing, showing the apportionment of costs incurred by specific cost centres shall be provided by the Panel Member(s) if required by individual Organisations.
- 35.4. The Panel Member(s) shall provide a breakdown of all costs as required by individual Organisations.
- 35.5. The Panel Member(s) will adopt alternative approaches to paying for Services if better value for money can be demonstrated by new methods that are compatible with the Organisation's systems, i.e. consolidated invoices.
- 35.6. An Organisation may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.

## 36. Payment Requirements

- 36.1. Some Organisations making use of any contract awarded as a result of this tender may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for goods and services.
- 36.2. Tenderers must indicate if they are able to accept VISA/MasterCard and, if so, what level of VAT reporting capability (Summary or Line Item Detail) they have. Tenderers who do not have reporting capability on Visa or MasterCard should indicate in the Qualification Questionnaire (Schedule 5.1) whether they are prepared to move to this level within a period of one month **if requested**. The majority of public sector Organisations in Wales are currently using a MasterCard purchasing card.

## 37. E-Procurement Capability

- 37.1. A number of bodies within the Welsh public sector use Basware eTradingWales. Consequently, one or more Organisations procuring through the Agreement will require Panel Members to be capable of conducting business electronically, including but not limited to Purchase Order receipt and invoice delivery. There are no licence fees or transaction costs applicable to Panel Members using the eTrading system and support is available to help Panel Members in registering and using the system.
- 37.2. It may be a requirement for successful Panel Members, where requested by NPS / Organisations, to receive electronic Purchase Orders and send electronic invoices and electronic Credit Notes via the eTrading system within one month of the request being made.
- 37.3. The Panel Member(s) must report all new business to the appointed Organisation's contact and also the NPS.
- 37.4. The Panel Member(s) will be expected to respond directly to queries from Organisations.

### **38. Marketing of Agreement**

- 38.1. All communications, marketing literature/plans etc. must be approved by the NPS Framework Manager and the appointed Organisation's contact prior to implementation.
- 38.2. The Panel Member(s) must report all new business to the appointed Organisation's contact and also to NPS.
- 38.3. The Panel Member(s) will be expected to respond directly to queries from Organisations.
- 38.4. The Panel Member(s) will be expected to market literature at their own expense, for distribution to Organisations. These may also be required in Welsh and – if requested – the Panel Member(s) will be expected to produce Welsh versions at no cost to NPS or Organisations.
- 38.5. The Panel Member(s) will be expected to participate in promotional events on request.

## **Part 4 – Performance Management**

### **39. Performance Management**

- 39.1. NPS will be responsible for the overall management of the Agreement and they will also be responsible for liaison with all other Organisations. However, individual Organisations will manage the routine management and resolution of queries related to individual Orders.
- 39.2. There will be a nominated Framework Manager within NPS to manage this Agreement. The NPS Framework Manager will also be available to act as a mediator between individual Organisations and the Panel Member where routine queries related to individual Orders cannot be resolved.
- 39.3. The continuance of the Agreement will be subject to performance in all respects meeting all the requirements of the Agreement. In the event that contract monitoring and review indicates that performance is failing to maintain acceptable standards, ground will exist for the Agreement to be terminated and for the Client to seek alternative arrangements.

### **40. Management Information for NPS**

- 40.1. In order for NPS to track uptake, benefits and trends/patterns, the Panel Member(s) will be required to submit Management Information reports as requested by NPS, detailing Agreement take up by the Organisations, monthly expenditure per Organisation, spend etc.
- 40.2. Upon award of the Agreement, the Category Forum Group, consisting of representatives of the Organisations, together with the successful Panel Member(s) will establish KPIs to be used for the life of the Agreement and will be reviewed on a regular basis or as and when required.
- 40.3. At the start of each financial year (April – March), the successful Panel Member(s) will be provided with two MS Excel spreadsheets for completion on a regular basis.
- 40.4. The first spreadsheet will require the Panel Member(s) to record spend information, exclusive of VAT, for Organisations across the Welsh public sector and must be returned to the NPS on a quarterly basis by the 10<sup>th</sup> day of each designated reporting month.
- 40.5. The second will detail Key Performance Indicators on the performance of the Agreement. This must be returned, as a minimum, on a quarterly basis, and as a general rule, a week prior to any review meetings.

- 40.6. At the start of each financial year (April – March), the successful Panel Member(s) will also be required to provide details of their community benefits activities.
- 40.7. Panel Member(s) must confirm their ability to provide Management Information, Key Performance Indicators and community benefits information in the Qualification Questionnaire (Schedule 5.1).

#### **41. Management Information for Organisations**

- 41.1. The Panel Member(s) will supply Organisations directly with their own Management Information as and when requested.
- 41.2. From time to time, the Client / Organisations may be required to respond to urgent requests for information. Panel Member(s) will be expected to provide the requested information within 24 hours of receipt of request, unless agreed in advance with the Client / Organisation.

#### **42. Panel Member Review Meetings**

- 42.1. Regular Category Forum Group meetings will be held with the representatives of the Organisations to assess the performance of the Agreement. Following these meetings, review meetings will be held with the successful Panel Member(s), if required, to resolve any issues and to discuss ways in which the Agreement can be continuously improved.
- 42.2. Please confirm your willingness to attend Panel Member review meetings in the Qualification Questionnaire (Schedule 5.1).
- 42.3. Panel Member(s) must provide evidence during their review meetings of how their efforts to deliver community benefits meet with the approach proposed in their method statement.

#### **43. Performance Issues**

- 43.1. The Client may terminate the Agreement by written notice to the Panel Member if the Panel Member (in the sole opinion of the Client) persistently or regularly fails to comply with the timescales and procedures for submission of Management Information reports and/or meet the Key Performance Indicators and/or submit community benefits information.

## **Part 5 – Sustainable Development**

### **44. Drivers**

44.1. There are a number of drivers in place to promote the principles of sustainable development including:

44.1.1. Government of Wales Act 2006 – Section 79

44.1.2. Local Government Act 2000

44.1.3. Well-Being of Future Generations (Wales) Act 2015

44.2. Procurement is viewed as a key driver for delivering Organisations' sustainable development commitments. The Welsh Government is striving to develop a vibrant Welsh economy capable of delivering strong and sustainable economic growth by providing opportunities for everyone in Wales. Sustainable development means ensuring that our actions contribute in the round to social, economic and environmental well-being now and in the future; improving the environment, building stronger communities, reducing social exclusion and poverty and encouraging the development of the economy.

44.3. The commitment to deliver 'community benefits' outcomes from our procurement activity are designed to ensure that wider social and economic issues are taken into account when spending public money. The intention is to achieve the very best value for money in the widest sense.

44.4. Sustainable development is defined in the Well-being of Future Generations (Wales) Act 2015. The Client is subject to the requirements of this Act and passes these onto its suppliers to deliver sustainable development.

44.5. You can read about the Act here:

<http://gov.wales/topics/people-and-communities/people/future-generations-act/>

44.6. You can read the statutory guidance for organisations subject to the Act (which include the Client) here:

<http://gov.wales/topics/people-and-communities/people/future-generations-act/statutory-guidance/>

44.7. Under the Act, 'sustainable development' means:

"The process of improving the economic, social, environmental and cultural well-being of Wales by taking action, in accordance with the sustainable development principle, aimed at achieving the well-being goals."

### **45. Principles of Sustainable Development**



- 45.1. To act “in accordance with the sustainable development principle”, you must:
- 45.1.1. Take account of how what you are doing impacts on the ability to meet needs in the future, safeguarding this ability against short term needs (taking a long term approach);
  - 45.1.2. Identify and maximise how what you are doing might be able to deliver benefits across more than one well-being objective or across the well-being goals; or where what you are planning has a detrimental effect on other well-being goals (taking an integrated approach);
  - 45.1.3. Involve other stakeholders with an interest in achieving the well-being goals, and that these stakeholders reflect the diversity of the population. Involvement can mean more than traditional consultation and can include mobilising social capital to assist in the design and the delivery of solutions (involving stakeholders);
  - 45.1.4. Seek out ways to collaborate to improve your outcomes or the outcomes of those you collaborate with. This can include other parts of the Client or of your own organisation that you might not have worked with as a matter of routine, but who could contribute to the outcomes of the contract – or for whom the contract could contribute better outcomes (a collaborative approach).
  - 45.1.5. Consider how doing things that prevent or mitigate problems can also contribute to the well-being objectives of the Client or another public body (a preventative approach).
- 45.2. These approaches are covered in more detail in the statutory guidance at the link above.

## **46. The Well-Being Goals**

- 46.1. The action the Client takes (including through contracted suppliers) must be “aimed at achieving the well-being goals”. The seven well-being goals are:

46.1.1. A Prosperous Wales

An innovative, productive and low carbon society which recognises the limits of the global environment and therefore uses resources efficiently and proportionately (including acting on climate change); and which develops a skilled and well-educated population in an economy which generates wealth and provides employment

opportunities, allowing people to take advantage of the wealth generated through securing decent work.

46.1.2. A Resilient Wales

A nation which maintains and enhances a bio diverse natural environment with healthy functioning ecosystems that support social, economic and ecological resilience and the capacity to adapt to change (for example climate change).

46.1.3. A Healthier Wales

A society in which people's physical and mental well-being is maximised and in which choices and behaviours that benefit future health are understood.

46.1.4. A More Equal Wales

A society that enables people to fulfil their potential no matter what their background or circumstances (including their social economic background and circumstances).

46.1.5. A Wales of Cohesive Communities

Attractive, viable, safe and well-connected communities.

46.1.6. A Wales of Vibrant Culture and Thriving Welsh Language

A society that promotes and protects culture, heritage and the Welsh language, and which encourages people to participate in the arts, and sports and recreation.

46.1.7. A Globally Responsible Wales

A nation which, when doing anything to improve the economic, social, environmental and cultural well-being of Wales, takes account of whether doing such a thing may make a positive contribution to global well-being.

46.2. Some examples of actions that can help to contribute to these goals are set out in the preceding section, but the successful Service Provider will be expected to show innovation in their commitment to contributing to the well-being goals through the five ways of working that are part of the sustainable development principle.

- 46.3. The Community Benefits Method Statement includes a number of suggestions where Bidders can align their activities to the Act under this Framework Agreement.

## 47. The Well-Being Objectives

- 47.1. The successful Service Provider will be under contract with the Client, and identifying which of the Client's well-being objectives you can contribute to is the easiest way to show how you can help meet the organisation's aims.
- 47.2. You can find more information about the Client's well-being objectives and the programme of government *Taking Wales Forward* here: <http://gov.wales/about/programme-for-government/>
- 47.3. The well-being objectives are:
- 47.3.1. Create conditions to give every child the best start in life.
  - 47.3.2. Improve education outcomes for all and reduce the gap in outcomes for different groups.
  - 47.3.3. Help people live healthy and independent lives and support a healthy workforce.
  - 47.3.4. Improve prosperity for all across Wales, helping people into employment and sustaining jobs.
  - 47.3.5. Create the conditions for people to learn and use the Welsh language with their families, in their communities and in the workplace.
  - 47.3.6. Support the transition to a low carbon and climate resilient society.
  - 47.3.7. Connect communities through sustainable and resilient infrastructure.
  - 47.3.8. Support safe, cohesive and resilient communities.
  - 47.3.9. Improve access to secure, safe, efficient and affordable homes.
  - 47.3.10. Foster conditions for sustainable economic development and employment, whilst stimulating innovation and growth for a modern low carbon economy.
  - 47.3.11. Promote and enhance the culture and heritage of Wales.
  - 47.3.12. Manage, use and enhance Wales' natural resources to support long-term wellbeing.
  - 47.3.13. Facilitate high quality, responsive and better integrated public services, to those that need them most, enabling citizens to be an equal partner.
  - 47.3.14. Position Wales as an internationally focused, ambitious country engaged and connected to the wider world.
- 47.4. The Client publishes an annual review of its objectives, which may include revisions.

## **48. Community Benefits Approach**

- 48.1. At award of contract, the successful Panel Member(s) will be expected to work with the NPS Framework Manager to maximise the community benefits delivered through the contract. This will include:
- 48.2. Training and employment opportunities:
  - 48.2.1. The successful Panel Member(s) will be expected to consider the opportunities to recruit and train economically inactive persons, as part of the workforce delivering this contract. The Client is keen that the successful Panel Member(s) consider the opportunity to offer training during the life of the Agreement.
  - 48.2.2. If so required by an Organisation, the Panel Member(s) may also be required to forward details of any externally advertised vacancies to Job Centre Plus.
- 48.3. Maximise supply chain opportunities for SMEs:
  - 48.3.1. The successful Panel Member(s) will be expected to work with the Organisations to open up opportunities for SMEs, including social enterprises, to bid for 2<sup>nd</sup> and 3<sup>rd</sup> tier supply chain opportunities arising from this agreement, if applicable. It is expected this will include:
  - 48.3.2. Advertising sub-contracting opportunities on Sell2Wales (Tier 1 Supply Chain).
  - 48.3.3. Using the Welsh Government's Business Wales to host 'Meet the Buyers' events to introduce new businesses.
- 48.4. Other Benefits:
  - 48.4.1. The successful Panel Member(s) will be encouraged to secure other positive outcomes that would benefit the community they operate within, for example:
  - 48.4.2. Working with local schools and colleges to provide work experience opportunities and work placements; support for careers days; etc.
  - 48.4.3. Contributing to community regeneration schemes.
- 48.5. At return of tender as part of the tender response, potential bidders are asked to submit a method statement in the form of a Community Benefits Plan setting

out how they will deliver community benefits through the Agreement as requested in the Qualification Questionnaire (Schedule 5.1).

- 48.6. The Community Benefits Plan will not be evaluated or scored as part of the tender process. However, the successful Panel Member(s) will be expected to deliver and report on the subsequent delivery of Community Benefits detailed in their Method Statement, throughout the life of the Agreement.
- 48.7. You may find it helpful to contact organisations that can provide support in the delivery of cost neutral benefits post-Contract award.

Please refer to the table below for details:

<b>Name</b>	<b>Telephone</b>	<b>email</b>	<b>Web address</b>
Job Centre Plus	08456 012001 (option 2)		<a href="http://www.gov.uk/jobcentre-plus-help-for-recruiters">www.gov.uk/jobcentre-plus-help-for-recruiters</a>
Careers Wales	0800 1830283		<a href="http://www.careerswales.com">www.careerswales.com</a>
Sell2wales	01792 765837		<a href="http://www.sell2wales.gov.wales">www.sell2wales.gov.wales</a>
Go Wales Graduate Skills for Business	0845 225 6050	<a href="mailto:info@gowales.co.uk">info@gowales.co.uk</a>	<a href="http://www.gowales.co.uk">www.gowales.co.uk</a>

## 49. Equality and Diversity

- 49.1. No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. The Welsh Government in its statutory duty to promote equality has led to the development of a distinctive equality agenda in Wales. This drives all our strategic policies and ensures that our practices reflect an equality of opportunity.
- 49.2. The Panel Member(s) will therefore be expected to comply with legal duties as a minimum to ensure non-discrimination. The promotion of equality and diversity is mandatory and will be an integral part of decision-making and actions for the successful Panel Member(s).

## 50. Waste

- 50.1. Waste is high on the sustainability agenda and the Panel Member(s) must comply with the Producer Responsibility Obligations (Waste Packaging) (Amendment) Regulations 2010.
- 50.2. Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.
- 50.3. Further information can be found by accessing the following link:  
<http://www.legislation.gov.uk/uksi/2010/2849/contents/made>

## **51. Paper**

- 51.1. Whilst in today's world most communication is conducted electronically, where paper generated as part of this Agreement, it is important to note that paper is a timber related product and timber must be sourced from legal and sustainable resources. Paper should also contain recycled content as a minimum.

## **52. Printing**

- 52.1. Printers and printing cartridges are high profile in relation to environmental issues. The use of potentially hazardous chemicals has a negative impact on the environment. The Panel Member(s) must consider the use of less toxic chemicals where possible and ensure that print cartridges are re-used/recycled.

## **53. Fair Payment**

- 53.1. Welsh Government policy is to expect all public sector organisations to pay Panel Members within ten working days of the receipt of a valid invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that Panel Members will be paid within ten working days.

The successful Panel Member(s) must pay their sub-contractors within 30 days of the receipt of a valid invoice.

## **54. Fair Work**

- 54.1. Following the publication of the *Fair Work Wales: Report of the Fair Work Commission* in March 2019, Fair Work is deemed a responsibility of Welsh Government and its officials.

- 54.2. Fair work is where workers are fairly rewarded, heard and represented, secure and able to progress in a healthy, inclusive environment where rights are respected.
- 54.3. There are six characteristics within the definition: Fair reward; employee voice and collective representation; security and flexibility; opportunity for access, growth and progression; safe, healthy and inclusive working environment, legal rights respected and given substantive effect.
- 54.4. The following section contains detailed aspects within the six characteristics to indicate what good practice looks like in relation to fair work employment. This sets out what might be aimed for currently; what indicates good practice in relation to fair work will evolve and greater ambition will become possible.
- 54.5. **Fair Reward**
- 54.5.1. Rates of pay and other terms and conditions are appropriate, commensurate with skill etc. Work is evaluated fairly, including revaluing of work generally performed by women.
- 54.5.2. Relevant collective agreements are adhered to. Negotiated rates or industry, sector or occupational standards are followed where applicable.
- 54.5.3. The Welsh Living Wage (equating to the Real Living Wage) provides the minimum wage floor for all working hours. The employer has achieved or is working towards accreditation as a Living Wage Employer.
- 54.5.4. Enhanced contractual rates above statutory minima are paid where possible (e.g. sick pay, maternity pay, paternity pay, holiday pay).
- 54.5.5. There is transparency in pay calculation (including bonus, holiday pay, sick pay etc) and in the method of pay determination.
- 54.5.6. Employer demonstrates non-discriminatory pay systems and that pay and reward are equitable as between different groups (e.g. through transparent gender and ethnicity pay audits) and that there is an action plan to deliver this.
- 54.5.7. There is transparency in pay distribution including reporting ratio of senior pay to the median of their workers' pay, and an action plan to address pay gaps.

54.5.8. Access to a good occupational pension.

54.5.9. Benefit schemes which take account of the needs of lower paid workers.

#### **54.6. Employee Voice and Collective Representation**

54.6.1. Arrangements are in place for employees to be involved in how their work is carried out and have the opportunity to express their views and be heard on matters directly affecting them.

54.6.2. Employees know how to raise concerns about their employment and to have these listened to and addressed.

54.6.3. Employees are made aware of their legal rights relating to union membership, union activity and recognition of a union for collective bargaining on their behalf. Provision is made for trade unions to access workers to enable them to make informed decisions as to these rights.

54.6.4. Employees are informed of how to contact a trade union and notified of their right to be accompanied by union official (or fellow worker) in grievance and disciplinary hearings whether or not a union is recognised at the workplace.

54.6.5. A trade union is recognised for collective bargaining or exceptionally, if not possible, other arrangements are in place for effective representation of employees' collective views and participation.

54.6.6. Arrangements are in place to ensure under-represented groups, including those with protected characteristics, are heard.

54.6.7. Employees are made aware of their right to request an information and consultation body (where the undertaking employs 50 or more) and how to trigger this.

54.6.8. Managers meet regularly with union representatives (or other employee representatives) to engage in meaningful consultation on issues affecting workers.

54.6.9. Worker interests are represented on the main company board.



#### **54.7. Security and Flexibility**

- 54.7.1. Adequate notice is provided of work schedules, variation in hours or working time (with compensation for lack of this). • No misrepresentation of employment status (e.g. false self-employment); no inappropriate use of umbrella companies or exploitative ‘zero hours’ contracts.
- 54.7.2. Guaranteed minimum hours per week as default position, with the option for the individual to accept or not.
- 54.7.3. Workers are provided with information and options in terms of contractual status; employer accepts obligation to offer a specified regular hours contract or a minimum/maximum hours contract to those on non-guaranteed hours after three months.
- 54.7.4. Availability of working hours and patterns to facilitate inclusion (e.g. of disabled workers), and to accommodate the reality of workers’ lives.
- 54.7.5. Worker-centred flexibility is not ‘traded’ against reward or progression.
- 54.7.6. Adoption of best practice policy and procedures for discipline/dismissal, redundancy and redeployment and their effective implementation - since the existence of policies and procedures does not of itself guarantee fair practice.
- 54.7.7. Employees are informed of company plans and developments which may affect them; employer consults regularly and in good time on such matters with trade union and other representatives.
- 54.7.8. Provision of reskilling and training for change (whether technological, organisational or societal, including greater use of Welsh language); access to externally recognised accredited (transferable) skills courses.

#### **54.8. Opportunities for Access, Growth and Progression**

- 54.8.1. Opportunities are open to all to access work; for fulfilment and growth; to develop and progress; to acquire and use skills.
- 54.8.2. Inclusive development opportunities exist which are sensitive to diverse needs.

54.8.3. No disadvantage is experienced in terms of opportunities for progression/career paths arising from particular contractual status or personal characteristics. Occupational segregation is addressed.

54.8.4. Workers have access to training for current job, for progression and for organisational change; there is re-skilling of older and lower qualified workers.

54.8.5. High quality apprenticeships are offered.

#### **54.9. Safe, Healthy and Inclusive Working Environment**

54.9.1. Health and safety policy and measures are in place and regularly reviewed; risk assessments are undertaken.

54.9.2. Worker health and safety representatives are present and regularly consulted.

54.9.3. Work and job design and working environment are conducive to safety, physical and mental well-being and inclusion (for example adjustment to accommodate disabled workers).

54.9.4. Working time and patterns are conducive to well-being (e.g. no excessive hours, adequate rest breaks, minimisation of high intensity work).

54.9.5. All individuals are valued and treated with dignity and respect.

54.9.6. Welsh language use is respected, encouraged and facilitated.

54.9.7. There is a supportive approach to managing physical and mental ill-health.

54.9.8. Responsibility is taken for preventing discrimination, bullying, harassment and other forms of ill-treatment.

54.9.9. Appropriate policies and procedures (e.g. grievance; dignity at work, 'whistleblowing' etc.) are implemented by suitably trained and supported managers.

#### **54.10. Legal Rights are supported and given substantive effect**

- 54.10.1. Giving substantive effect to rights means an employer does not seek to circumvent legal rights (e.g. avoiding statutory rights and benefits accorded to ‘employees’ or ‘workers’ through use of false ‘self-employment’; dismissing workers and then reemploying after a gap to prevent access to those statutory protections requiring a period of qualifying service).
- 54.10.2. The employer attaches importance to legal rights and their application within the workplace, not relying on external enforcement; taking pro-active steps to make rights meaningful in practice.
- 54.11. At return of tender as part of the tender response, potential Bidders are asked to submit a method statement in relation to Fair Work within the Qualification Questionnaire (Schedule 5.1), setting out how they will operate in accordance with the Fair Work Wales report through the Agreement.
- 54.12. The Fair Work response will not be evaluated or scored as part of the tender process. However, the successful Panel Member(s) will be expected to deliver and report on the elements of their response throughout the lifetime of the Agreement.
- 54.13. More information on the published report can be found at:

<https://gov.wales/fair-work-wales>

## **Part 6 – Commercial Section**

### **55. Pricing Options**

- 55.1. For the purposes of the framework, the commercial evaluation will be undertaken via submitted hourly rates across all Lots.
- 55.2. Bidders must be aware that the prices submitted as part of your Framework bid may not be exceeded in further competitions conducted under this Agreement.

### **56. Costing**

- 56.1. Bidders are expected to demonstrate their ability to meet the requirements in the Commercial Questionnaire (Schedule 5.3).
- 56.2. To provide reassurance on the transparency of pricing, the Panel Member(s) shall (whenever requested to do so) provide an itemised cost breakdown (plus copies of any quotes obtained from third parties) relating to a specific service request.
- 56.3. The Panel Member is required to provide estimates for all work requested by the Organisation(s) which is not covered by the normal fee arrangements.
- 56.4. If appropriate to the pricing mechanism offered by the Panel Member and/or subsequently agreed with them, the Panel Member is required to produce a list showing the hourly rates of other charges at which the services will be charged.
- 56.5. The Panel Member is required to provide each Organisation with a current list of costs, deadlines, agreed administrative procedures of the Panel Member etc. which are to be updated as changes are made.
- 56.6. Travel will not be a chargeable element through this Framework Agreement.
- 56.7. The Panel Member should use best efforts to negotiate and maximise additional savings.