



**Invitation to Tender for
Provision of Temporary Workers & Supply Teachers
Reference: NPS-PS-0088-18**

**SECTION 4 – SPECIFICATION
[SUPPLY TEACHERS & EDUCATIONAL TEMPORARY WORKERS]**

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Part 1 - General

1. Background

- 1.1 This procurement exercise is for the replacement of the existing NPS framework “Managed Service for the Provision of Temporary Workers”. This framework is due to expire in April 2019. The existing requirement covers a managed service provision for corporate, social care and education temporary workers.
- 1.2 This procurement process is for the tender and award of a new Framework Agreement “Agreement” for the supply of Temporary Worker & Supply Teacher services to the public sector in Wales “Organisations”.
- 1.3 The procurement exercise is being conducted by The National Procurement Service (NPS), which is hosted by the Welsh Government. Further information on NPS can be accessed at the link below:
- <http://npswales.gov.uk/?skip+1&lang=eng>
- 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 This contract will be subject to the new General Data Protection Regulations (GDPR). To ensure you are familiar with the legislation and your obligation please refer to guidance from the Information Commissioner's Office <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr>

2. Scope

- 2.1 The Agreement will be for a period of three (3) years [with an option for the Client to extend the Agreement for a further period of one (1) year(s)]. The anticipated start date is the 1st August 2019.

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

Lot 5: Supply Teachers & Education Temporary Workers

Direct provision of Supply Teachers, Unqualified Teachers, Education Support Staff and other temporary staffing services. This requirement covers temporary and fixed term teaching and non-teaching roles within the Welsh public sector, to schools, colleges and other educational establishments.

- 2.3 All bidders that successfully meet the minimum qualification criteria, and achieve the minimum technical score will be awarded a place on the geographical lot that they are successful for (see 6. Geographical Lotting). **There is no limit on the number of providers that can be appointed to each geographical lot.**
- 2.4 **Job Categories**
The Service offered via Lot 5 will be to provide temporary workers through the providers own resource pool, across the following categories:

Job Category	Core / Non Core
Supply Teacher	CORE
Education Support Staff *	Non - Core
Cover Supervisor *	
Classroom Assistant *	
Tutor (e.g. EOTAS, Complex Needs)	
Ancillary Roles	
Senior Roles	

* For registration purposes with the Education Workforce Council these categories are collectively termed "Learner Support Worker"

The Core roles are Mandatory; suppliers must have the ability to provide supply teachers in order to bid for a position on the framework.

The Non-Core roles are Non Mandatory; a supplier does not have to supply them in order to bid for a position on the framework.

It is not appropriate to include Job Descriptions and Person Specifications at this stage, given the job variation amongst potential Customers. Sample Job Descriptions and Person Specifications will either be confirmed at the point where the Customer calls off from the framework.

3. Definitions

“Client” is the National Procurement Service, acting on behalf of the Welsh Ministers

“Tender” means the offer or bid submitted to provide the Services.

“Bidder” means a Service Provider submitting a tender to the National Procurement Service for consideration for inclusion on the framework.

“Service Provider” means the successful bidder(s).

“Agency / Agencies” means an employment business providing Agency Workers”

“Agency / Temporary Worker” means a temporary worker undertaking an assignment as requested by a User. The Agency Worker is not an employee of the User/Customer/Client.

“Agency Fee” means the fee charged by the Service Provider for providing the temporary agency worker.

“Fill Rates” means the % of placements fulfilled by the Service Provider in accordance with the Users requirements.

“Customer” means any Welsh public sector organisation entitled to use this Framework Agreement.

“User” means any Welsh Public Sector organisation entitled to use this framework agreement, as identified in the tender documentation.

“User Agreement” means a contract agreement entered into between the Service Provider and a Customer pursuant to this agreement;

“Organisations” means Welsh public sector organisations and educational establishments including maintained schools.

“Resource Pool” means all Agency Workers registered with the Service Provider.

4. Customers

- 4.1 The list of eligible organisations can be found in the Bidders attachment area of the ITT

- 4.2 Organisations not named above will not be eligible to use the agreement, as this will breach the European Procurement Directives.
- 4.3 The successful Service Provider(s) will be expected to actively market the Agreement to those organisations listed above.
- 4.4 Please note that any User Agreement's will terminate if the Overarching Framework Agreement is terminated.

5. Estimated quantity and value

- 5.1 The Agreement will **not** be for any fixed value. However, for information purposes, the estimated annual spend [April 2017 – March 2018] of the current NPS framework for all the services described in 2.2 (above) is £20m, based on the Public Sector organisations listed above in 4.1. The estimated spend across the whole of the Welsh Public Sector is estimated to be £40m per annum.
- 5.2 It should be noted that the above values are merely estimates based on historical information, and cannot be guaranteed.
- 5.3 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 Client or any other potential Organisations to purchase services from the selected Service Provider(s) to the exclusion of any other source of supply.
- 5.4 Organisations reserve the right to use more than one Service Provider on the Agreement if they so wish.
- 5.5 Bidders should note that User Agreements under the existing NPS framework can run until August 2019, at which point they must all end.

6. Geographical Lotting

- 6.1 This agreement will cover all twenty two local authority areas in Wales. The geographical requirement will be split down to each local authority level. Service Providers can bid for as many of the local authority areas as they wish. **All Service Providers that meet the minimum criteria for a local authority area will be appointed to that area.**
- 6.2 Users will appoint the Service Provider that best meets their requirements within their nominated geographical area. This will either be based on a direct award or further competition.
- 6.3 Bidders must respond to the relevant questions in the Technical questionnaire (Schedule 5.2) that will be evaluated and scored as part of the Tender submission, demonstrating their ability to service the geographical area(s) selected.
- 6.4 Each year, around the framework anniversary date, the NPS will offer successful providers the opportunity to apply for additional local authority

areas. The process for this will include resubmitting capability to meet this requirement (Technical Questionnaire Question A.1).

7. Minimum qualification criteria

- 7.1 Please note, as a minimum the Service Provider(s) will need to meet the requirements set out in the Qualification questionnaire (schedule 5.1). Failure to meet these requirements will disqualify the Service Provider from taking any further part in the tender process.
- 7.2 Bidders responses to the Qualification questionnaire will be checked before Award of the Agreement, and if any information is found to be false, the Tenderer may be excluded from the process.

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Part 2 – Services Required

8. Objective

The key objective of this procurement process is to secure high quality services for the provision of Supply Teachers & Educational temporary workers that offer Organisations value for money and added value in the services being provided.

8.1 Core Service Requirements

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

- 8.1.1 It is expected that orders for temporary workers will be made via a Service Provider Customer Service Function (e.g. telephone, email, letter or online ICT solution), which will request, as a minimum, the Service area, the start and expected end date of the assignment, the job title, associated job profile, charge rate and coding for invoicing purposes. Premium rates must not be charged if customers are using a phone booking system.
- 8.1.2 The Service Provider will work with the User to agree their preferred ordering method(s). This may consist of a Customer Worker Request Form and a Service Provider Worker Checklist, template copies of which will be provided post award.
- 8.1.3 The Service Provider will maintain a list of the User establishment’s addresses for use by its staff when dealing with requests, and an original list will be supplied by the User.
- 8.1.4 The Service Provider must acknowledge receipt of all requests.

8.2 Response to Orders

- 8.2.1 The Service Provider shall provide and maintain a customer facing provision, responding to any user requests and enquiries from Users.

For short notice bookings (same or next day) the Service Provider will respond with one or more named individuals within thirty minutes from receipt of the initial request. For next day plus bookings, the Service Provider will respond within two working hours from receipt of the initial request.

If the request is for a highly specialist role, the Service Provider will agree with the User the required timescale and provide accurate and timely progress reports.

In certain cases, for more specialised work, it is likely that the User will want to interview the temporary worker prior to them being given the assignment. Ensuring the competency of the temporary worker as required by the User will be the responsibility of the Service Provider. This point needs to be addressed by the Service Provider.

The Service Provider is responsible for appropriate selection procedures for the placement of temporary workers.

- 8.2.2 As a minimum, the Service Provider will record all requests from the Users for temporary workers, response times, name of worker allocated, name of supplying agency, length of placement, the Users budget code charged, job type, and details of any complaints received.
- 8.2.3 It will be imperative as part of this agreement that Service Providers work with customers to achieve better outcomes in hard-to-fill roles, and report to the User to help them gain an understanding of these, and how the Service Provider and User can work together to improve outcomes in these areas.
- 8.2.4 The Service Provider shall ensure consistent and comprehensive staff skills, knowledge and customer service in their provision to Users.
- 8.2.5 The Service Provider will provide, as requested, copies of the basic Users induction details to all temporary workers prior to arriving on-site.

8.3 Pre-Employment Checks & Vetting

- 8.3.1 The Service Provider shall ensure secure retention of all records in relation to safeguarding, in line with the General Data Protection Regulation (GDPR) and Data Protection Act.
- 8.3.2 The Service Provider shall ensure that they comply with all legislative and regulatory requirements, and all Workers are fully compliant.
- 8.3.3 The Service Provider shall meet all safeguarding and pre-employment check costs, and ensure none of these costs are passed on to the User.
- 8.3.4 The Service Provider must conduct checks to determine the suitability of the temporary worker in accordance with the Welsh Governments 'Keeping Learners Safe' Guidance Document 2015:

<http://learning.gov.wales/docs/learningwales/publications/150113-keeping-learners-safe-easy-read-en.pdf>

- 8.3.5 The Service Provider is responsible for ensuring that all workers offered are suitable and fit for purpose prior to commencement of duty, in accordance with the Staffing of Maintained Schools (Wales) Regulations 2006, the Teacher Qualifications (Wales) Regulations 2012, and the specified work requirements on who can teach in schools contained in the Education Workforce Council (Main Functions) (Wales) Regulations 2015, only suitably qualified staff can work in Wales. The Service Provider will be required as a minimum to comply with the following pre-employment check process, prior to each assignment:

Face-to-face background checks are carried out on all temporary workers to establish and verify:

- At least 2 relevant references, including 1 from the immediate past employer (this will include the requirement to comply with the Users reference checking processes)
- Evidence of identity, proof of address, eligibility to work and remain legally within the UK in accordance with UK Border & Immigrations guidelines
- Check that qualifications and training recorded are true and accurate. In the case of Supply Teachers, checks must confirm the candidate holds Qualified Teacher Status (QTS)
- Relevant medical clearance
- Relevant registration documents (e.g. professional registration required to undertake the role)
- DBS, Safeguarding and Compliance Checks relevant to the role, including confirmation the worker has subscribed to the DBS Update Service
- Overseas criminal record checks where the worker has lived or worked outside of the UK for a period of six months or more
- Supply Teacher holds valid Education Workforce Council (EWC) Professional Registration in the appropriate registration category
- Driving Licence Checks

The Service Provider shall ensure that temporary workers supplied under this Contract hold a current and valid DBS (Disclosure and Barring Service) check appropriate to the nature of the work involved (Update Service).

- 8.3.6 The Service Provider may wish to confirm placements through completion and submission of a Service Provider Worker Checklist to the User, confirming the temporary worker is compliant (templates to be provided post-award).
- 8.3.7 The Service Provider must ensure ongoing compliance of the temporary worker in relation to the safeguarding and compliance checks during the assignment, and will advise the User immediately where they identify a temporary worker is unsuitable for that position.
- 8.3.8 Service Providers must advise schools on the legal obligations for safeguarding that fall to the school governing body, and those that fall to the Service Provider, under this contractual arrangement.
- 8.3.9 On occasion, Users may wish to undertake their own audits on their Service Providers Safeguarding processes. Service Providers must comply with these requests.
- 8.3.10 If for any reason agency workers supplied via the Service Provider are found by the User to be unsuitable or incapable of carrying out the work required, or to be disruptive to other members of staff, the Service Provider will be notified to terminate the placement with immediate effect and supply a suitable replacement within 24 hours, or at a time agreed with the User. Where a temporary worker has been supplied and their engagement with the User is terminated within 24 hours due their unsuitability for any justifiable reason, the User will not pay the Service Provider for this worker.

8.3.11 Service Providers must advise Users that the mis-application of job roles is not permitted under this framework – e.g. a cover supervisor can not be hired to undertake the role of a qualified supply teacher. Similarly, the role of Learner Support Worker and that of Supply Teacher are not interchangeable. In order to teach / undertake the full range of specified work as required under the Education Workforce Council (Main Functions) Wales Regulations 2015, the supply teacher must hold Qualified Teacher Status.

8.4 TEMPORARY WORKERS

8.4.1 Recruitment

There must be a significant number of core temporary workers registered with the Service Provider by the start of the User Agreement. The recruitment of temporary workers must continue, and the User must be promoted as an employer of choice. Where posts are difficult to recruit to, the Service Provider should develop a more strategic and innovative approach to developing temporary workers with the necessary skills to fill these posts.

8.4.2 Applications

Applications should be accompanied by electronic application forms, preferably in MS Word format, and should be submitted by the Service Provider in a standard format.

The Service Provider is responsible for vetting potential applicants (as per 8.3.5). The system adopted by the Service Provider should automatically highlight any special vetting requirements for a post, such as DBS, reference requirements, specific health checks, registration, safeguarding, etc. There should also be flexibility to provide sufficient information to accurately describe the requirement of the job role.

It is the responsibility of the Service Provider to ensure all candidates provided to a customer are fully qualified to carry out the role.

8.4.3 Equal Opportunities

Public Bodies have very high standards of Equal Opportunities monitoring. The same standards will be applied to the recruitment of temporary workers. In addition, Service Providers are required to provide equality and diversity training to staff employed in delivering the Services to the User, and also to all agency workers to ensure that they are aware of their responsibilities in relation to Equality and Diversity.

Under the various Acts relating to Equal Opportunities, the Service Provider must ensure that it does everything possible to promote equality within their organisation.

The successful bidder will:

- Comply with the specific legislative requirements in relation to race, disability and gender within the General Duty in the Race Relations (Amendment) Act 2000 and Disability Discrimination Act 2005, and the Gender Equality Duty in the Equality Act 2010

<https://www.legislation.gov.uk/ukpga/2010/15/contents>

The Service Provider will need to provide the following details of each temporary worker candidate proposed to the User as a minimum:

- Age
- Sex
- Religious Belief
- Ethnic Background
- Disabilities
- Sexual Orientation
- First language of choice

This information will be recorded by the User for monitoring purposes.

8.5 Agency Worker Regulations

Service Providers shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:

- the Agency Workers Regulations (AWR)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/32121/11-949-agency-workers-regulations-guidance.pdf;
- the Conduct of Employment Agencies and Employment Businesses Regulations
<http://www.legislation.gov.uk/uksi/2003/3319/contents/made>;
- the General Data Protection Regulations (GDPR)
<https://www.eugdpr.org>;
- Off-Payroll Working in the Public Sector (IR35) legislation
<https://www.gov.uk/guidance/ir35-find-out-if-it-applies>;

Service providers shall provide advice and guidance to Users to ensure that they manage effectively their responsibilities with regard to the requirements of the Agency Worker Regulations, IR35, Minimum Wage, etc.

The Service Provider will notify the User's of any assignments approaching 12 weeks' continuous employment, to enable the User to manage the risks associated with long term agency placements, and to provide advice in relation to pay rates and compliance with AWR.

Service Providers shall comply in all respects with all current and future legislation, regulations, guidelines, standards and codes of practice relevant to the Service Provider.

8.6 Automatic Pensions Enrolment

Service providers shall comply with all current and future legal obligations under the Automatic Pensions Enrolment scheme.

8.7 Industry Standard Accreditation

8.7.1 The Welsh Government is currently working on arrangements to introduce an Accreditation Standard which agencies wishing to supply teachers to maintained schools in Wales would need to meet. Once introduced, obtaining this Accreditation will be mandatory for all Service Providers appointed to this Framework Agreement. Failure to achieve and evidence this Accreditation within 12 months of its introduction may result in the Service Provider being suspended from the Agreement until the Accreditation criteria is met.

8.7.2 Prior to the introduction of the above Accreditation (8.7.1) the Service Provider is asked to demonstrate possession of a valid and current certificated industry standard accreditation from one of the following Accreditation Bodies:

- REC Audited Education
- APSCo Compliance+ for Education
- Standards in Recruitment

8.7.3 The industry standard certification must be held by the Service Provider responsible for delivery under this framework agreement.

8.8 Temporary to Permanent Arrangements (including Fixed Term)

8.8.1 Transfer Fees

The Service Provider cannot charge a Transfer Fee when an Assignment's duration is 12 working weeks or more, should the User take the temporary worker on permanently, providing the User has given the appropriate notice period of at least 4 weeks.

The User may provide the appropriate notice period anytime up to the end of the eighth working week, and take the worker permanently without a transfer fee at the end of 12 working weeks.

The Service Provider can only charge transfer fees if the User has been made aware in writing about how to avoid being charged Transfer Fees.

8.8.2 If at any time during the first 12 weeks of their placement the temporary worker applies for and is appointed to the same or a similar post (permanent or fixed term) in the same department to which they are on placement, through the Users normal recruitment procedures, the Users shall pay to the Service Provider a % fee based on annual salary. These shall not exceed 0-6 weeks = 5% of annual salary, 7-12 weeks = 2.5% of annual salary.

The Service Provider shall advise the User prior to placement if the temporary worker has a current application for employment lodged with the User and should the temporary worker be successful in their application, no fees shall be payable.

There shall be no limit on the number of conversions made with (less than 12 weeks' placement) or without charge (over 12 weeks' placement).

8.9 User Rebate Mechanism

The User may wish to recover their internal costs by implementing a rebate to be added to the Total Charge per hour. This will be at the discretion of the User and the Service provider will be notified accordingly.

8.10 Service Provider Responsibilities

8.10.1 The Service Provider must note that they will act as the employer of the temporary worker and not the end client, and will be fully liable for the temporary worker during placement (including where an umbrella company is used).

8.10.2 The Service Provider will ensure that schools are made aware of the legal obligations for safeguarding that fall to the school governing body, and those that fall to the Service Provider under their User Agreement. This agreement must be clear and transparent and the User must declare that they are aware of these obligations before signing the Agreement.

8.10.3 The Framework Agreement places certain responsibilities upon the Service Provider with regard to the conduct of temporary workers whilst working on the User's premises. However, it is recognised that there are limitations to the extent to which the Service Provider is able to accept day-to-day responsibility when the temporary workers are under the direction and control of the User. Users and Service Providers may find it helpful to consider the employer roles and responsibilities as set out in the Effective Management of School Workforce Attendance guidance published in September 2017, and the supporting Supply Teachers in a School Environment model policy at Annex B of that document.

8.10.4 The Service Provider should supply all temporary workers with a handbook covering procedures such as security, health & safety, equal opportunities, disciplinary & grievance, etc. A draft copy of the proposed version of the handbook should be supplied to the User for agreement, prior to commencement of Contract. The handbook should be capable of being issued electronically as well as in hard copy.

8.11 Worker Pay Rates

8.11.1 **All Temporary Workers provided by Service Providers will be subject to PAYE tax and National Insurance (NI).** Service Providers must ensure robust and reasonable procedures are in place to prevent the facilitation of tax and NI evasion. Service Providers must confirm compliance with the Criminal Finance Act as part of this procurement process.

8.11.2 All Bidders must demonstrate they comply with the Governments IR35 legislation (plus umbrella companies where used).

8.11.3 The Service Provider shall choose to payroll temporary workers under the following pay types:

- (i) PAYE worker or employee, paid via the Service Providers payroll
- (ii) Limited company contractor inside IR35
- (iii) Umbrella company worker, paid by the umbrella company

8.11.4 Service Providers shall notify all temporary workers of their pay type and gross pay (prior to deductions) before an assignment commences. All deductions must be fully explained to workers, along with the provision of payslips.

8.11.5 The Service Provider shall operate and communicate clearly and transparently the terms of contractual employment offered to the temporary worker. This will include full clarity and information on how the Agency Worker Regulations 2010 apply to the contract terms.

8.11.6 All payrolls must be operated from within the UK (excluding Channel Islands).

8.11.7 Where an umbrella company is used, the Service Provider must comply with HMRC guidance and submit quarterly employment intermediary reports to HMRC, thus ensuring correct payment and application of tax and NI.

The intermediary report captures the details of any person provided via the agent (intermediary) where they do not operate PAYE on that workers behalf. Further information on the purpose of the report can be found via the gov.uk internet portal, with further information of the reporting requirements and report construct also available via the gov.uk website.

8.11.8 The Service Provider is responsible for investigating their umbrella company schemes to ensure that the correct Tax and National Insurance is paid. If a Service Provider knowingly promotes the use of schemes where umbrella companies are not correctly paying Tax and National Insurance to HMRC, the supplier can be held liable. If convicted the supplier will be immediately removed from this framework.

8.11.9 Minimum Supply Teacher Pay Rate

No qualified supply teacher with Qualified Teacher Status appointed under this framework will receive a gross daily pay rate of less than the equivalent to at least the minimum pay point set out in of the Statutory School Teachers' Pay and Conditions Document (STPCD). For 2018/19 this currently equates to £23,720 pa divided by 195 days = £121.64 before legislative deductions.

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/740575/School_teachers_pay_and_conditions_document_2018.pdf

Service Providers are to advise Users who request a lower pay rate that minimum pay rates according to the STPCD apply in Wales.

NB: Teachers' Pay and Conditions has now been devolved to Wales and Welsh Ministers will determine national pay rates for teachers from academic year 2019/20 onwards.

8.12 Payment to the Worker

The Service Provider shall ensure the worker is paid regularly, with payments to be made on a monthly basis as a minimum, and the worker is notified of such terms.

8.13 Swedish Derogation

The Service Provider shall advise all Users that the Swedish Derogation model is not permitted under this Framework Agreement.

8.14 Professional Learning

8.14.1 The Service Provider shall arrange and provide regular and relevant professional learning opportunities and support, free of charge, to registered employees, recognising the changing education landscape in Wales, thus ensuring the Providers employees are professionally updated. This learning shall support awareness aligned to the priorities set out in “Our National Mission” <https://beta.gov.wales/education-our-national-mission>

8.14.2 The Service Provider shall also regularly review the professional learning and development needs of the individual employee, and ensure they are provided with any necessary development opportunities to enable them to continue to meet the requirements of their role.

8.14.3 As a minimum, compulsory training will include:

- Safeguarding level one
- Manual handling
- First aid
- Behavioural Management

Service providers will also need to consider the skills and experience of their employees and support and develop training required to meet their needs. For example, updates and training as applicable to develop awareness of the planned changes to the curriculum in Wales, the Digital Competency Framework, Welsh language training and support for literacy, numeracy.

8.14.4 Users will indicate in their Worker Checklist any specific training that is required.

8.14.5 Records should be kept of any professional learning and development activities undertaken by the employee, and Service Providers should review this regularly.

8.14.6 Service Providers should encourage their supply teacher employees to register with the Hwb platform, which is now available to all supply teachers in Wales, and hosts a national collection of digital tools and resources to support education in Wales.

<https://hwb.gov.wales/sign-up-info>

8.14.7 In addition to this, support must be provided to Newly Qualified Teachers (NQT) to complete their statutory induction requirements, complying with The Education (Induction Arrangements for School Teachers) (Wales) Regulations 2015:

<http://www.legislation.gov.uk/wsi/2015/484/contents/made>

8.15 Dedicated Team

A specialist team, dedicated to the provision of this Service, will be established by the Service Provider, including a Relationship / Account Manager for each Local Authority geographical area. They will be responsible for developing a detailed understanding of the requirements, building relationships with key stakeholders, and providing advice and assistance to facilitate best use of the framework.

8.16 Whistleblowing Policy

8.16.1 The Supplier shall have a policy which demonstrates its commitment to creating a climate of openness and transparency within its organisation by creating a positive environment in which employees and related third parties can raise concerns about wrong doing and without fear of reprisal.

The Public Interest Disclosure Act 1998 (the Act) states that, in general, Workers should be able to make disclosures about wrongdoing to their employer, so that problems can be identified and resolved quickly within organisations. The Act gives legal protection to those who make certain types of disclosures.

A guide to the Act can be found on the Public Concern at Work (whistleblowing charity) external website at the link below:

<http://www.pcaw.org.uk/guide-to-pida>

Further information on whistleblowing for employees can be found on the gov.uk website link below:

<https://www.gov.uk/whistleblowing>

8.16.2 The Supplier shall ensure that the relevant policy is incorporated into their staff handbook.

8.17 Health & Safety

The Service Provider will be required to impress upon temporary workers their responsibility for observing health & safety policies.

Any training required by the temporary worker in order to be suitable to fill a placement shall be provided by the Service Provider at their cost, but in line with User Procedures.

User Premises are non-smoking areas in line with Welsh Government Regulations. It should be noted that there may not be facilities made available for smoking. The Service Provider shall be responsible for ensuring

that all agency workers comply with all policies, legislation and prohibitions operated by the User.

8.18 Hours of Business

The core hours for the service are 07:00 to 18:00, Monday to Friday. However, a facility for logging booking requests must be available on a 24 hour per day, 7 days a week, 365 days a year basis. Users will advise where an extended service is required.

8.19 Welsh Language Requirements

8.19.1 The Government of Wales Act 2006 confers a statutory duty on Welsh Ministers to ensure that equality of opportunity is embedded in its work (Section 77), and that the Welsh language is promoted and facilitated (Section 78). Equality of opportunity applies to all people and all the devolved functions of government. Equality targets identified in the Welsh Government's Diversity Delivery Plan (2006) include those relating to procurement (Mainstreaming Diversity, 2006: 22).

8.19.2 Service Providers are to support Users where they advise a Welsh Language function is required.

8.19.3 Welsh Language Strategy:

- 1) The Welsh Government has published a new strategy for the promotion and facilitation of the use of Welsh language. It has been prepared in accordance with Section 78 of the Government of Wales Act 2006.
- 2) The Welsh Government's vision is to see the Welsh language thriving in Wales and to promote and facilitate the use of Welsh in everyday life. To achieve that, the strategy aims to see an increase in the number of people who both speak and use the language. The Welsh Government's priority areas include increasing services available in Welsh, increasing the use of Welsh in the workplace, and improving the infrastructure to support the Welsh language.

8.19.4 The Welsh Language Scheme of Welsh Government sets out the services that must be delivered in Welsh. The Welsh Language Standards, which will be placed on Welsh Ministers in 2015, also sets out which services must be provided in Welsh.

8.19.5 The successful Service Provider (s) will be required to provide full bilingual services through the medium of Welsh and English as per the Customers Welsh Language scheme requirements and subsequent Welsh Language Standards.

8.19.5 The Welsh Language (Wales) Measure 2011 received royal assent on 9 February 2011. Further information can be found at:

<http://www.comisiynyddygyraeg.org/English/Law/welshlanguagemeasure2011/Pages/homewelshlanguagemeasure2011.aspx>

8.20 **Cyber Essentials Scheme Certification**

The Government is taking steps to further reduce the levels of cyber security risk in its supply chain. It is mandatory for Service Providers to demonstrate that they meet the technical requirements prescribed by Cyber Essentials. These requirements can be found at:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

8.21 **ICT Solution**

8.21.1 Technology only solutions are not permitted, due to the core requirement for face-to-face temporary worker interviews.

However, a supplier that meets the minimum requirements of this procurement exercise can provide a technology platform as part of their solution, should they meet the requirement around face-to-face screening interviews (8.3).

8.21.2 Telephone and other methods of ordering temporary workers must also be supported, whilst ensuring that all management information is captured.

8.21.3 The ordering system which is established must have a method that allows line managers to authorise orders prior to placement.

8.21.4 The ICT solution must be available to both the User Ordering and Authorisation Officers prior to the service commencement date.

8.21.5 **Training in the use of ICT Solution**

The Service Provider will ensure that appropriate training in the use of the ICT Solution will be undertaken for all Users where required, at no additional cost.

8.22 **Code of Practice – Ethical Employment in Supply Chains**

Service Providers delivering public contracts and services shall adopt fair and transparent employment practices.

Service Providers will be expected to sign-up to this Code of Practice within six months of framework award. Failure to comply may result in Service Providers being removed / suspended from the framework agreement.

<https://gov.wales/topics/improving-services/better/vfm/code-of-practice/?lang=en>

For further details on the Code of Practice see section 18 (below).

8.23 Service Providers are expected to comply with the recommendations of the Welsh Government Fair Work Commission.

8.24 Bidders must demonstrate their ability to meet these core requirements in the Technical Questionnaire (Schedule 5.2).

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Part 3 – Service Provider Capabilities

10. Technical Award Criteria and Evaluation

- 10.1 Tenderers are expected to demonstrate their ability to meet the requirements of the Technical Questionnaire (Schedule 5.3(i))
- 10.2 A separate technical questionnaire is available for each Lot. Bidders must complete and upload the relevant technical questionnaire for each lot they are bidding for. The technical questionnaire will assess the bidder’s ability to meet the requirements of this exercise.
- 10.3 The Award Criteria for Lot 5 Supply Teachers & Educational Temporary Workers is as follows:

LOT	Technical Weighting	Commercial Weighting
5	500 (50%)	500 (50%)

- 10.4 The technical weighting is broken down further, and details of this are provided within each Lot specific Technical Questionnaire.
- 10.5 The above award criteria applies to the framework evaluation and award criteria. Customers undertaking a mini-competition may amend this within the following range, ensuring the total weighing equals 100%:

Technical Weighting: 30% - 70%
 Commercial Weighing: 30% - 70%

11. Commercial Award Criteria and Evaluation

- 11.1 The Commercial questionnaire will be evaluated based on the total cost (prices for Year 1, 2, 3 and 4) on the relevant pricing schedule for that Lot. A formula will then be applied to the total cost so that a score is awarded in proportion to the best tendered price (the lowest price). The best tendered price will receive the maximum Commercial score of 500. An example of this can be found in the scoring methodology referred to in the Table below:

Scoring Method	Maximum Points
<p>Example: Supplier A = £20,000 (Total Cost) Supplier B = £25,000 (Total Cost) Supplier C = £27,000 (Total Cost)</p> <p>Calculation: Supplier A Bid: Best Bid = 500 Supplier B Bid = £20,000 divided by £25,000 x 500 = 160 Supplier C Bid: £20,000 divided by £27,000 x 500 = 148</p>	<p>500 400 370</p>

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Part 4 - Sustainable Development / Well Being of Future Generations Legislation Incorporating Community Benefits Delivery Requirements

12. Context

12.1 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 Service Providers to deliver sustainable development.

12.2 You can read about the Act here:

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

12.3 You can read the statutory guidance for organisations subject to the Act (which includes the Client) here:

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

12.4 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.”

13. The Sustainable Development Principle

13.1 To act “in accordance with the sustainable development principle”, you must:

13.1.1 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);

- 13.1.2 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);
- 13.1.3 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);
- 13.1.4 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).
- 13.1.5 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).
- 13.2 These approaches are covered in more detail in the statutory guidance at the link above.

14. **The Well-Being Goals**

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

14.1.1 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.

14.1.2 A Resilient Wales

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

14.1.3 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.

14.1.4 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).

14.1.5 A Wales of Cohesive Communities

Attractive, viable, safe and well-connected communities.

14.1.6 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.

14.1.7 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.

14.2 Some examples of actions that can help to contribute to these goals are set out in the preceding section, but the successful Service Provider(s) 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.

15. **The Well-Being Objectives**

15.1 The successful Service Provider(s) 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.

15.2 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/>

15.3 The well-being objectives are:

- (i) Create conditions to give every child the best start in life.
- (ii) Improve education outcomes for all and reduce the gap in outcomes for different groups.
- (iii) Help people live healthy and independent lives and support a healthy workforce.

- (iv) Improve prosperity for all across Wales, helping people into employment and sustaining jobs.
- (v) Create the conditions for people to learn and use the Welsh language with their families, in their communities and in the workplace.
- (vi) Support the transition to a low carbon and climate resilient society.
- (vii) Connect communities through sustainable and resilient infrastructure.
- (viii) Support safe, cohesive and resilient communities.
- (ix) Improve access to secure, safe, efficient and affordable homes.
- (x) Foster conditions for sustainable economic development and employment, whilst stimulating innovation and growth for a modern low carbon economy.
- (xi) Promote and enhance the culture and heritage of Wales.
- (xii) Manage, use and enhance Wales' natural resources to support long-term wellbeing.
- (xiii) Facilitate high quality, responsive and better integrated public services, to those that need them most, enabling citizens to be an equal partner.
- (xiv) Position Wales as an internationally focused, ambitious country engaged and connected to the wider world.

15.4 The Client publishes an annual review of its objectives, which may include revisions.

16. **Community Benefits**

16.1 At return of tender as part of the tender response, potential bidders are asked to submit a Community Benefits Method Statement (non core), including added value initiatives. Please detail additional, local opportunities and benefits that your solution and business model can provide within Wales – e.g. to schools, colleges, businesses, communities, etc.

The additional Community Benefits Plan will not be evaluated or scored as part of the tender process.

The successful Service Provider(s) shall deliver and report on the subsequent delivery of Community Benefits detailed in their Method Statement, throughout the life of the Agreement.

16.2 The Community Benefits Policy has key strategic priority areas that align with the Well-Being of Future Generations Act and the Client's Well-Being Objectives. The priority areas that the Client wants you to focus on in your Community Benefits proposal are:

16.2.1 Training and recruitment opportunities for the long term economically inactive/ disadvantaged groups, including Worklessness (Welsh Government

Lift Programme), and/or graduates, under graduates' placements and/or trainees, and/or Apprenticeships etc. Bidders should consider opportunities for recruiting and training these groups as part of the workforce delivering this Contract. If so required by an Organisation the Service Provider(s) may also be required to forward details of any externally advertised vacancies to Job Centre Plus.

16.2.2 A mechanism should be provided to support effective promotion of employment opportunities for local residents and raise understanding of routes to apply for Agency Workers roles. The Service Provider shall work closely with the User to target and actively encourage registration from hard to reach groups such as lone parents, older candidates, women returnees, disabled minority groups and those from socially disadvantaged areas. The Service Provider shall ensure they will actively promote the means by which individuals can register for suitable vacancies, and shall provide evidence of the process to the User on request.

16.1.3 Retention and training for the existing workforce.

16.1.4 Promotion of Environmental Benefits.

16.1.5 Promotion of Social Businesses.

16.1.6 Contributions to Education, Numeracy, Literacy and STEM subjects (Science, Technology, Engineering and Maths subjects).

16.2 Other social benefits include:

The Service Provider(s) will be encouraged to secure other positive outcomes that would benefit the community they operate within, for example:

- (i) Working with local schools and colleges to provide work experience opportunities and work placements; support for careers days; etc.
- (ii) Contributing to community regeneration Schemes.

16.3 Innovation is encouraged and the list detailed above is not exhaustive.

16.4 It is important to ensure that the Contract delivery achieves Community Benefits over and above the Contract itself and also is clearly linked to your expertise as the Service Provider and the subject of the Contract. The expectation is that any Community Benefits proposed will be delivered on a cost neutral basis. This can be achieved by engaging with the support agencies detailed on the following pages.

16.5 The successful Bidder must work with the Client's Contract Manager to maximise the community benefits delivered throughout the Contract term.

The Service Provider(s) will appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefits. The Community Benefit Proposal should be included for regular review meetings.

16.6 The following agencies are available to support the successful Bidder in preparing its 'Community Benefits' proposal, and in the delivery of the Benefits post award. For more details of support agencies please see below:

16.7.1 Employment

- | | | |
|-------|-----------------|--|
| (i) | Job Centre Plus | Website: http://www.gov.uk/ |
| (ii) | Lift Programme | E mail: liftprogramme@wales.gsi.gov.uk |
| (iii) | Careers Wales | Website: www.careerswales.com |
| | | Telephone: 0800 100 900 |
| (iv) | Working links | Telephone: 02920 855700 |

16.7.2 Social Businesses

- (i) Wales Co operative
- (ii) Social Firms Wales
- (iii) WCVA

16.7.3 Contributions to Education

- | | | |
|-------|--|---|
| (i) | Employer Numeracy Engagement Programme | |
| (ii) | Techniquet | Email: anita@techniquet.org |
| | | Telephone: 02920 475460 |
| (iii) | Techniquet Glyndwr | Email: scot@tgg.org.uk |
| | | Telephone: 01978 293584 |
| (iv) | Steam Powered Stories | Email: janro.hayley@gmail.com |
| | | Telephone: 07580 502295 |

16.7 Post Award

16.8.1 As part of this Contract, the Service Provider(s) must report progress in this area to the Client on an annual basis. This will be built into your Key Performance Indicators and monitored on an ongoing basis via regular performance meetings.

16.8.2 The Service Provider(s) will endeavour to work with the Client's Better Jobs Closer to Home team to deliver a range of Government Policies that are designed to target prosperity for areas of high deprivation in Wales. The Service Provider(s) will be expected to work the Better Jobs Closer to Home team to identify opportunities to positively impact on citizens in areas of high deprivation and joblessness.

17 The Living Wage

The Service Provider(s) shall pay, and shall procure that its sub-Contractors shall pay (in respect of provision of the successful provider Services such requirement to be included in the sub-Contract) the Living Wage to their respective employees provided that this requirement does not apply to Apprentices.

18 Code of Practice – Ethical Employment in Supply Chains

18.1 The Service Provider(s) shall, and shall procure that its sub-Contractors shall, comply with the Client's Code of Practice for Ethical Employment in Supply Chains.

18.2 No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. The Client 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.

The issue of mainstreaming equalities is important to Welsh Government. We need to encourage bidders/Service Providers to be committed to the equal opportunities agenda and to challenge discrimination relating to all the protected characteristics - race, age, gender, sexual orientation, marriage and civil partnership, pregnancy and maternity, disability, religion and belief, gender reassignment. We need to ensure we include diversity and inclusion issues as a standing item in our contract review meetings.

One way Service Providers can demonstrate commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from 1 employee upwards.

About the scheme:

<https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

How to sign up:

<https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme>

18.3 The Service Provider(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 Service Provider(s).

18.4 Further Help and Guidance

The link below provides more information on Community Benefits: - <http://prp.wales.gov.uk/planners/general/strategy/procstrat/communitybenefits/>
or email communitybenefits@wales.gsi.gov.uk

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:

Name	Telephone	E-Mail	Web Address
Working Links Cymru	02920 437130		www.workinglinks.co.uk
Job Centre Plus	08456 012001 (option 2)		www.gov.uk/jobcentre-plus-help-for-recruiters
Careers Wales	0800 1830283		www.careerswales.com
Communities First	01633 241550	communities.first@wales.gsi.gov.uk	http://wales.gov.uk/topics/people-and-communities/regeneration/communitiesfirst/?lang=en
Sell2Wales	01792 765837		www.sell2wales.co.uk
Go Wales Graduate Skills for Business	0845 225 6050	info@gowales.co.uk	www.gowales.co.uk

19 Economic Development

19.1 The Service Provider(s) will be expected to support the local and wider economy in Wales through the provision of this Service for the duration of the Contract.

19.2 The Service Provider(s) will be expected to maximise supply chain opportunities for Local SMEs.

- 19.3 The Service Provider(s) will be expected to work with the Client to open up opportunities for Welsh SMEs, and Micro Businesses including social enterprises, to Bid for 2nd and 3rd tier supply chain opportunities arising from this Contract. It is expected this will include:
- (i) Advertising sub-Contracting opportunities on Sell2Wales (tier one supply chain) where applicable;
 - (ii) Using the Welsh Government's Business Wales to hold 'Meet the Buyer' events to introduce new businesses.
- 19.4 The Service Provider(s) will look to appoint a minimum of x% sub-Contract opportunities to SME and Micro Contractors operating in Wales.
- 19.5 Any sub contractors procured by the scheme manager to deliver the works regionally will need to confirm that there have been no CCJ's awarded against them and that they have no conflicts of interest.
- 19.6 Welsh Government policy is to expect all public sector organisations to pay Service Providers within ten (10) Working Days of the receipt of a valid invoice. Whilst standard payment terms within Contracts remain at 30 days, it is generally accepted that Service Providers will be paid within ten Working Days.
- 19.7 The Service Provider(s) must pay their Sub-Contractors within 30 days of the receipt of a valid invoice.

20. Modern Slavery

- 20.1 Modern Slavery can be used to denote human trafficking, forced labour and slavery-like practices such as debt bondage or the retention of wages and personal identification documentation.
- 20.2 In order to address Modern Slavery in the Supply Chain, The Modern Day Slavery Act came into force on 26th March 2015.
- 20.3 The Act consolidates slavery and trafficking offenses and introduces tougher penalties and sentencing rules and ensures that the main offences are subject to the toughest asset recovery regime under the Proceeds of Crime Act 2002.
- 20.4 The consolidation means that the National Crime Agency, the Police and other law enforcement agencies have the means to pursue, disrupt and bring to justice those engaged in human trafficking, slavery, servitude and forced or compulsory labour.
- 20.5 In terms of addressing Modern Slavery within and through a Supplier's Supply Chain, a clause (clause 6) was included that requires organisations to

report on the process and due diligence taken to ensure that their Supply Chains are slavery free.

20.6 The Transparency in Supply Chains clause came into force in October 2015 and requires all Organisations with a turnover of >£36million to produce and publish a slavery and human trafficking statement each financial year.

20.7 The statement is a summary of the steps the organisation has taken during the financial year to ensure that slavery and human trafficking is not taking place in any part of its business or its supply chains. The statement needs to be published regardless of whether any steps have been taken or not as follows:

20.7.1 A statement of the steps the organisation has taken during the financial year to ensure that slavery and human trafficking is not taking place

- i. In any of its supply chains, and
- ii. In any part of its own business, or
- iii. A statement that the organisation has taken no such steps.

20.7.2 There is no specific format for reporting but the statement should include:

- i. The organisations structure, its business and its supply chains;
- ii. Its policies in relation to slavery and human trafficking;
- iii. Its due diligence process in relation to slavery and human trafficking and its business and supply chains;
- iv. The parts of its business where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;
- v. Its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate;
- vi. The training above slavery and human trafficking available to its staff.

20.7.3 Guidance is also given on who in the organisation should sign off the statement as follows:

- i. If the organisation is a corporate body other than a LLP, the statement must be approved by the Board of Directors (or equivalent Management body) and signed by a Director (or equivalent);
- ii. If the organisation is a LLP, the statement must be approved by the members and signed by a designated member;
- iii. If the organisation is a Limited Partnership registered under the Limited Partnerships Act 1907, the statement must be signed by a general partner;
- iv. If the organisation is any other kind of partnership, it must be signed by a partner.

20.8 Procurement has an important role to play in addressing Modern Slavery by ensuring that sourcing strategies enables the reward of suppliers with good employment practices rather than purchasing in a manner that drives the use of modern slavery practices.

- 20.9 Modern Slavery is particularly relevant to the delivery of Stationery as some of the Goods to be delivered as part of this framework are manufactured in countries vulnerable to modern slavery practices.
- 20.10 The Framework will seek to address this by requiring the successful Supplier to produce a Modern Slavery Statement in the form mentioned in the above points both at time of tender and also during an annual review. Suppliers will not be scored or evaluated on the statement but producing one will be acknowledging its importance to their business activities.
- 20.11 The successful Supplier must ensure that their supply chain adheres to the International Labour Organisations (ILO) four fundamental principles and rights at work.
- 20.12 Further information can be found at the following link:
<http://www.ilo.org/declaration/principles/freedomofassociation/lang--en/index.htm#>
- 20.13 **Bidders with an annual turnover of more than £36m must confirm compliance with the above statement 20.6, and upload a copy of their Modern Day Slavery Statement where applicable within the Qualification questionnaire Schedule 5.1.**

21 Environmental Impact

- 21.1 Waste is high on the sustainability agenda and the Service Provider(s) must comply with The Producer Responsibility Obligations (Waste Packaging) (Amendment) Regulations 2010.
- 21.2 Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.
- 21.3 The Service Provider(s) shall also assist the Authority in meeting its obligations under the following;
- (i) Environment (Wales) Act 2016
 - (ii) The Towards Zero Waste Strategy
 - (iii) The recommendations of the Green Growth Wales Paper
- 21.4 In delivering the Contract the Service Provider(s) shall, and procure that its Sub-Contractors shall, use best endeavours to minimise the impact of waste and implement a waste management policy that deals with waste in the following descending order of priority;
- (i) prevention of waste;
 - (ii) minimisation of waste;
 - (iii) re-use of waste;
 - (iv) recycling of waste; and

- (v) disposal of waste
- 21.5 In delivering the Contract the Service Provider(s) shall work with the Client to develop and implement a low carbon impact strategy to reduce its carbon emissions over the period of the Contract.
- 21.6 Further information can be found by accessing the following link:
<http://www.legislation.gov.uk/ukxi/2010/2849/contents/made>.
- 21.7 **Paper**
Whilst in today's world most communication is conducted electronically, where paper is 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.
- 21.8 **Printing**
Printers and printing cartridges that include potentially hazardous chemicals have a negative impact on the environment. The Service Provider(s) must consider the use of less toxic chemicals where possible and ensure that print cartridges are re-used/recycled.
22. **Fair Payment**
- 22.1 UK government policy is to expect all public sector organisations to pay Service Providers within 10 working days of the receipt of a valid invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that Service Providers will be paid within 10 working days.
- 22.2 The successful Service Provider(s) must pay their sub-contractors within 30 days of the receipt of a valid invoice.

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Part 5 – Performance Management

23. Client Performance Management

- 23.1 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.

There will be a nominated Category Manager within NPS to manage this Agreement. The NPS Category Manager will also be available to act as a mediator between individual Organisations and the Service Provider where routine queries related to individual Orders can not be resolved.

- 23.2 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.

24. User Performance Management

- 24.1 Service Provider performance measurements shall be identified and developed between the User and the Service Provider.

- 24.2 Monitoring meetings will be held on a quarterly basis.

- 24.3 The User will support the Service Provider in making the change; however, it remains the responsibility of the Service Provider to meet Users requirements within the required time.

25. Management Information for the Client (NPS)

- 25.1 In order for NPS to track uptake, benefits and trends/patterns, the Service Provider(s) will be required to submit management information reports as requested by NPS, detailing Agreement take up by the various Organisations, monthly expenditure per organisation, spend, etc.

- 25.2 Upon award of the Agreement, the Category Forum consisting of representatives of the Organisations, together with the successful Service Provider(s), will establish the KPI's to be used for the life of the Agreement and will be reviewed on a regular basis or as and when required.

- 25.3 At the start of each financial year (April – March), the successful Service Provider(s) will be provided with two Excel spreadsheets for completion on a regular basis.

- 25.4 The first spreadsheet will require the Service Provider(s) to record spend information, exclusive of VAT, for Organisations across the Welsh public sector and must be returned to the Category Manager on a monthly basis by the 10th day of each month.

25.5 The second will detail key performance indicators on the performance of the Agreement. As a minimum the information contained within Annex A will be requested. However, this may be subject to change during the lifetime of the Agreement and must be returned on a quarterly basis and, as a general rule, a week prior to any review meetings.

25.6 At the start of each financial year (April – March), the successful Service Provider(s) will also be provided with a Community Benefits spreadsheet for completion on a six monthly basis.

25.7 Please confirm your ability to provide Management Information, Key Performance Indicators, and Community Benefits information in the Qualification questionnaire.

26. **Management Information for User Organisations**

26.1 The Service Provider(s) will supply Organisations directly with their own management information as and when requested.

26.2 In addition, the Service Provider(s) must hold in a single database the following information, which must be available on request:

a) Fulfilment levels

This will include positions required, positions filled and reasons for non-fulfilment

b) Length of assignment

Broken down as:

i) 1 month or less

ii) 1 - 3 months

iii) 3 – 6 months

iv) 7 – 9 months

v) 10 – 12 months

The Service Provider will notify the User's of any assignments approaching 12 weeks' continuous employment, to enable the User to manage the risks associated with long term agency placements, and to provide advice in relation to pay rates and compliance with AWR.

c) Hours / Spend Analysis

Broken down by category of agency worker, school making the booking and to include the numbers of hours utilised and spend during the previous week, and number of temporary workers placed comparable to FTE posts.

d) Order Justification

A report detailing why temporary workers are being used. Order justification categories to be confirmed by the User.

e) Training

Indicate how many temporary workers requiring training have actually received training.

f) **Benefits Measurement and Reporting**

Details on exactly how much has been saved by each budget holder. An example of how this could look is given below. It is essential that such reports are credible and auditable:

Management information report will show, as a minimum:

- General ledger / budget code
- Old mark-up percentage
- New mark-up percentage
- Saving to the User

e.g.:

- Was £20 per hour + 20% = £24 per hour
- Now £20 per hour + fixed rate = £22 per hour
- Agency Fee reduced by 10%, therefore saving = £2 per hour
- Service Provider element = 5% = 10p, Client Saving = £1.90 per hour

g) **Speed of response**

h) **Cost of placement – broken down by category, service area, cost code, job title, hours, hourly rate paid to worker, Service Provider Agency Fee, etc.**

i) **Out-of-hours placement requests**

j) **Proactively give information on 12 week long placements**

k) **Compliance with the Users legal requirements to monitor the composition of its workforce by gender, race and disability**

26.3 Actual reporting requirements must be agreed with the individual customer.

26.4 From time to time, the Client / User Organisations may be required to respond to urgent requests for information. Service Provider(s) will be expected to provide the requested information within 24 hours of receipt of request, unless agreed in advance with the Client / Organisation.

27. Service Provider Review Meetings

27.1 Six monthly Category Forum meetings will be held with representatives of the User Organisations to assess the performance of the Agreement. Following these meetings, review meetings will be held with the successful Service Provider(s) to resolve any issues and to discuss ways in which the Agreement can be continuously improved.

27.2 Please confirm your willingness to attend Service Provider review meetings in the Qualification questionnaire.

27.3 Service Provider(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.

28. Performance Issues

The Client may terminate the Agreement by written notice to the Service Provider if the Service Provider (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.

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Part 6 – Account Management

29. Account Management

- 29.1 The successful Service Provider(s) will be expected to provide a dedicated Account Manager for the duration of this Agreement, with access to a Welsh speaker within the office of the account manager. Please confirm your ability to do this in the Qualification questionnaire.
- 29.2 The successful Service Provider(s) must also make available to the Category Manager a Senior Representative with the necessary authority to manage and resolve any issues that arise in the overall performance of the Agreement. The Senior Representative will be expected to attend the Service Provider review meetings at a minimum on an annual basis and more frequently if necessary.
- 29.3 NPS will expect the highest standards of account management and customer service under this Agreement.
- 29.4 NPS will also expect the account opening process for Organisations to be conducted as quickly and as smoothly as possible.
- 29.5 Service Providers will be required to provide an outline of the account management structure to be implemented to support this Agreement **upon request**. The name of the Senior Representative should be clearly shown in this structure. This outline should include but not be restricted to: -
- Key Account Management
 - Account Manager and Bilingual resource
 - eProcurement contact
 - Contract Review Procedures
 - Customer Support
 - Telephone Support
 - Escalation Procedures

30. Invoicing

- 30.1 Invoices may be paper based or electronic, and Service Providers must cater for both methods. 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.
- 30.2 As a minimum, invoices will provide:
- NPS Agreement number [NPS-PS-008-18]
 - Organisation's Purchase Order number/reference
 - Service type
 - Charging unit

- Charge quantity
- VAT
- Total charge including VAT.

- 30.3 Itemised invoicing, showing the apportionment of costs incurred by specific cost centres shall be provided by the Service Provider(s) if required by individual Organisations.
- 30.4 Full discount rates shall be clearly shown on all invoices.
- 30.5 The Service Provider(s) shall provide a break down of all costs as required by individual Organisations.
- 30.6 The Service Provider(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.
- 30.7 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.

31. **Payment Requirements**

- 31.1 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.
- 31.2 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 Summary/Line Item Detail reporting capability on Visa or MasterCard should indicate in Schedule 5.1 Qualification questionnaire whether they are prepared to move to this level within a period of six months, if requested. The majority of Public sector organisations in Wales are currently using a MasterCard purchasing card.
- 31.3 You should note that both a general acceptance of Visa/MasterCard purchasing cards and the level of reporting capability will form part of the evaluation criteria when bids are considered.

32. **E-Procurement Capability**

- 32.1 A number of bodies within the Welsh Public Sector use Basware eTradingWales. Consequently, one or more organisations procuring through this agreement may require Service Providers 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 Service Providers using the eTrading system and Basware helpdesk is available to help Service Providers in registering and using the system.
- 32.2 It may be a requirement for successful Service Providers, where requested by NPS / Organisations, to develop an electronic catalogue of the contracted services.

- 32.3 It may be a requirement for successful Service Providers, where requested by NPS / Organisations, to receive electronic Purchase Orders and send electronic Invoices and electronic Credit Notes via the eTrading system.
- 32.4 The Service Provider(s) must report all new business to the appointed Organisation's contact and also the NPS.
- 32.5 The Service Provider(s) will be expected to respond directly to queries from Organisations.
33. **Marketing of Agreement**
- 33.1 The successful Service Provider(s) will be expected to actively market the Agreement to those Organisations listed under section 4.1.
- 33.2 All communications, marketing literature/plans etc. must be approved by the NPS Category Manager and the appointed Organisation's contact prior to implementation.
- 33.3 The Service Provider(s) must report all new business to the appointed Organisation's contact and also to NPS.
- 33.4 Service Providers will be expected to respond directly to queries from Organisations.
- 33.5 The Service Provider(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 Service Provider(s) will be expected to produce Welsh versions at no cost to NPS or Organisations.
- 33.6 The Service Provider(s) will be expected to participate in promotional events on request.

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Part 7 –Commercial Section

34. Pricing Options

34.1 Total Charge Rate Methodology

The Service Provider will provide clearly visible and consistent service fees as part of their tender submission.

Bidders will be required to show Service Fees for each job category based upon their knowledge and understanding of the market.

34.1.1 Total Charge Rate Calculation

The Service Provider shall use the following formula to calculate the total charge rate:

Pay Rate + National Insurance Contributions (NI) + Working Time Regulation Payments (WTR Holiday Pay) + Pension Auto-Enrolment + Apprenticeship Levy + Agency Fee

For the avoidance of doubt the PAY RATE should be used to calculate all other elements of the Total Charge Rate. This is to provide a consistent method to calculate the Total Charge Rate as it is difficult to establish the true cost when different methods of calculations are used.

The Service Provider will also be required to ensure that the agency rates for temporary workers are clearly visible, consistent and competitive.

34.1.2 Employer's National Insurance

The Service Provider will need to ensure that invoices include the element of National Insurance exemption. Employer's National Insurance is calculated using the rates from HMRC:

<https://www.gov.uk/national-insurance-rates-letters>

34.1.3 Agency Fee

The amount charged by the Agency for supplying the Agency Worker. This must be on a fixed fee basis and not on a percentage basis.

A sliding Agency Fee based upon length of placement is encouraged, to reflect the upfront effort in recruiting and placing candidates, and the diminishing workload for longer term placements in relation to candidate management. Discounted rates are requested within the Commercial Envelope using the following timeline:

- 13 – 26 weeks
- 27 – 39 weeks
- 40 – 52 weeks
- Over 52 weeks

Users will not pay a separate management fee. The costs associated with the successful bidder running the contract, such as administration (e.g. pay

adjustments), staffing costs, IT costs, disaster recovery, insurances, office rental, assets, sundries and office consumables, utilities, depreciation, profit, etc., should be entirely funded by the Service Provider retaining a fixed element of the total cost of supplying the agency worker.

Furthermore, it is anticipated that the Service Provider will be making considerable revenue from supplying temporary workers. Projections should also assume that learning curve benefits will mean that bidders make more in later years, so a tender whereby the amount charged is reduced over time would be encouraged.

In view of the nature of the agency market, it is accepted that the rates of pay for agency workers may fluctuate. However, the Total Charge Rate applied by the Service Provider will not be subject to an inflationary index during the duration of the framework agreement. The User will provide at least one calendar months notice of any variation in pay rates. In addition, there may be a requirement for the backdating of pay increases, or other changes to permanent remuneration. There will be no administrative fees for processing these variations.

35. **Tendered Prices**

It is an essential requirement that bidders split the Total Charge Rate into its component parts, ensuring all invoices to the User are clear, accurate and transparent, containing as a minimum:

(i) PAYE Workers

- 1) Pay Rate to Temporary Worker
- 2) Holiday Pay (Working Time Regulation)
- 3) Apprenticeship Levy
- 4) Employer's National Insurance
- 5) Employer's Pension
- 6) Service Provider Agency Fee

(ii) Limited Company Workers inside IR35

- 1) Gross amount to Limited Company (before tax and employee's NI are applied)
- 2) Apprenticeship Levy
- 3) Employer's National Insurance
- 4) Service Provider Agency Fee

(iii) Umbrella Company Workers

- 1) Rate to Umbrella Company
- 2) Service Provider Agency Fee

The amount charged by the Service Provider for supplying the temporary worker must be on a fixed fee basis and not on a percentage basis.

There shall be no additional charges for any of the administrative functions linked to this service, e.g. adjustment for pay increases and back pay.

Whichever model is used, reasonable procedures must be in place to prevent the facilitation of tax and NI evasion. This is a pass/fail criteria of the Qualification Questionnaire.

36. NPS Mandatory Supplier Rebate

36.1 The NPS is obliged to recover its costs and Framework Providers will be contractually required to pay a retrospective rebate to NPS. The rebate fee will be levied at 0.50% of the annual contract value for each Framework Provider. Full details of the mandatory supplier rebate and the payment terms in respect thereof are set out in the Framework Agreement attached at Section 2 of this ITT.

36.2 Participating Organisations may also levy an annual administrative fee on contracts entered into with Framework Providers, and details of such fees will be set out in the relevant Terms and Conditions of Supply or Service for that Participating Organisation.

37. Price Review

The User shall from time to time during the life of the User Agreement, monitor the competitiveness of the Service Provider's Total Charge Rate Structure. If in the opinion of the User, the Service Provider's Total Charge Rate Structure is no longer competitive, the Client/User reserves the right, after the Service Provider has been given the opportunity to review their Total Charge Rate Structure on the evidence produced by the User to either:

- Rerun the User Ordering and Engagement Procedure (direct award or mini-competition)
or
- Make arrangements with Agency Providers outside of this arrangement
or
- Terminate the Contract

The price tendered must be inclusive of all fees, management costs, overheads and expenses incurred to comply with the framework agreement but exclusive of VAT.

All prices must be quoted in £ sterling and all payments shall be made in £ sterling.

38. Benefits Realisation

Bidders will be required to identify, baseline, measure and report on savings made as a result of any new arrangements. The formulae to help calculate the benefits derived from the new framework will be agreed with the successful Service Provider(s).

39. Costing

- 39.1 Tenderers are expected to demonstrate their ability to meet the following requirements in the Commercial questionnaire (Schedule 5.3 (ii)).
- 39.2 To provide reassurance on the 'transparency' of pricing, the Service Provider 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.
- 39.3 If appropriate to the pricing mechanism offered by the Service Provider and/or subsequently agreed with them, the Service Provider is required to produce a list showing the hourly rates or other charges at which the services will be charged.
- 39.4 The Bidder is required to provide each User with a current list of costs, deadlines, agreed administrative procedures of the Service Provider, etc., which are to be updated as changes are made.
- 39.5 The Bidder should use best efforts to negotiate additional savings where feasible.
- 39.6 The Bidder will ensure the Client is provided with the best available prices to public sector Customers at all times throughout this Agreement.
- 39.7 It is anticipated that the majority of schools will make a direct award under this agreement. As such, competitive, sustainable pricing is encouraged.
- 39.8 Note that the spend figures are only indicative.
40. **Direct Award / Mini Competitions**
Details are included in the User Ordering and Engagement Procedure included in the Framework Agreement.

ANNEX A: Key Performance Indicators

- A.1 The key performance indicator (KPI) scheme will manage performance on a quarterly basis across a number of key performance metrics. The scheme will be continuously reviewed, and will be used to maintain performance and demonstrate value for money is being achieved.
- A.2 It must be noted that persistent failure to achieve the required performance in one or more of the KPI's will result in the User Agreement being terminated.
- A.3 The Service Provider will provide key performance indicators accompanied by supporting information, which can demonstrate achievability of key specification requirements as set out below.
- i) Full details of any posts that could not be filled
 - ii) Fill Rates (as a percentage of requests / bookings received – see table below for target figures)

Job Category	Percentage Fill Rate
Supply Teacher	95%

- iii) Training courses provided to temporary workers
- iv) Summary of comments / complaints, with corrective action taken
- vi) Details on any unsuitable candidates following appointment
- vii) Details on any mis-application of roles by the customer (e.g. cover supervisor used as supply teacher), where identified
- viii) Evidence of submitting quarterly HMRC reports where umbrella companies are used