

## **Appendix 1**

<b>Newport Norse Limited Invitation to Tender for Property Maintenance Dynamic Purchasing System</b>		
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### **Part 1 - General**

#### **1. BACKGROUND**

- 1.1. This procurement process is for the tender and award of a new Dynamic Purchasing System (“DPS”) for the supply of property maintenance services to the Newport Norse Limited, a joint venture between Norse Commercial Services (a wholly owned company of Norfolk County Council) and Newport City Council.
- 1.2. The procurement exercise is being conducted in association with Constructionline. Further information on Constructionline can be accessed at the link below:  
  
<https://www.constructionline.co.uk/>
- 1.3. The contracting party will be Newport Norse Limited, hereafter referred to as “the Client”.
- 1.4. The 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>

**Part 2 - Services Required****2. THE SERVICES**

2.1. The DPS will be for an initial period of four years and include the option to extend in two year periods until the agreement is no longer fit for purpose. The anticipated start date is 1 March 2019.

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

- 2.2.1. Reactive Maintenance Services
- 2.2.2. Statutory and Periodic Compliance Maintenance (M&E)
- 2.2.3. General small building works
- 2.2.4. Minor Building Works/Projects

**2.3. CORE SERVICE REQUIREMENTS – APPLICABLE TO ALL CATEGORIES**

2.3.1. The DPS Supplier(s) will be expected to offer the following “core service” requirements. These are expected as a minimum across all categories under this DPS Agreement.

2.3.2. References to legislation, policy, best practice etc. should be taken to include the current status as well as potential future amendments.

2.3.3. The DPS will provide Newport Norse Limited (Norse) and their partners with support in the delivery of property maintenance works and minor construction projects including those indicated below. Requirements within Norse’ estates may vary widely and may include, but not be limited to:

- 2.3.3.1. Minor Refurbishment
- 2.3.3.2. Alterations/Extensions
- 2.3.3.3. Conservation and preservation work on buildings and/or structures
- 2.3.3.4. Cyclical Maintenance works/programmes
- 2.3.3.5. Replacement of plant and equipment
- 2.3.3.6. Statutory testing i.e. Fixed Wire testing, Gas safety, Water Hygiene, etc.
- 2.3.3.7. Periodic testing and inspection.

2.3.4. The DPS Supplier(s) will meet the following requirements in their entirety in order to provide the Services under each Category as below during the DPS Period and until any Call Off Agreements established under this DPS expire.

2.3.5. The DPS Supplier(s) must be able to provide the full range of services required for each Category for which they wish to be considered.

2.3.6. The DPS Supplier(s) shall comply with the following mandatory requirements in relation to all Categories.

**2.4. Service Delivery**

2.4.1. The DPS Supplier(s) shall fulfil all of the Services that Norse will require from the respective Category, as set out in Appendix A to this document: (Schedule of Services). Please refer to paragraph 2.3.1.

- 2.4.2. Provide personnel who have the relevant professional qualifications, technical skills and experience in the respective Core Service Discipline(s) as set out in Appendix B – Person Specifications. The supplier will also ensure that the personnel have appropriate knowledge of the relevant safety and environmental standards, relevant to the respective core Service Discipline(s) and Services.
- 2.4.3. Provide personnel whose standard of security clearance is compliant with Norse's security requirements, which will be confirmed at the call off stage.
- 2.4.4. In the event of the absence of personnel previously allocated, the Supplier will ensure that subsequent replacement personnel will be of the same level of relevant experience and have the required level of security clearance. The DPS Supplier will ensure that any replacements are agreed with Norse, and that suitable arrangements are made for handover to enable a smooth transition, minimise the detrimental effect and avoid any additional costs to Norse.
- 2.4.5. Where additional costs may arise as a result of change of personnel requested by the DPS Supplier, the DPS Supplier will obtain prior consent from Norse, unless otherwise agreed by the Parties; the DPS Supplier will meet all additional costs in this instance.
- 2.4.6. Where additional costs may arise as a result of change of personnel requested by Norse, the DPS Supplier will obtain prior consent from Norse, unless otherwise agreed by the Parties; any additional costs will be agreed between the DPS Supplier and individual Norse prior to the change.
- 2.4.7. The DPS Supplier will undertake all reasonable measures to ensure continuity of personnel.
- 2.4.8. The DPS Supplier will ensure that all work which is undertaken in respect of this DPS fully complies with all of Norse' policies and procedures, which will be set out by Norse under their individual Call Off Agreements.
- 2.4.9. Where Norse have specialist requirements relating to individual projects and/or Service provisions, these will be specified by Norse's Scope at the Call Off Agreement stage. For example, such specialist requirements may include, but are not limited to:
  - 2.4.9.1. specific security clearances,
  - 2.4.9.2. sector specific requirements and/or experience and other provisions;  
and
  - 2.4.9.3. Standards connected to delivery of the Services to Norse.
- 2.4.10. The DPS Supplier will ensure the co-ordination of all outputs provided by its supply chain in the delivery of the Services, and will effectively manage all interface risks to provide a seamless service to Norse.
- 2.4.11. The DPS Supplier will establish and develop relationships and contractual arrangements with its Sub-Suppliers that are complementary to the relationships and contractual arrangements under the DPS and Call Off Agreements.
- 2.4.12. The DPS Supplier will improve Sub-Supplier arrangements to achieve continuous improvement in the delivery of the Services as set out in the DPS and Call Off Agreements.

- 2.4.13. The DPS Supplier will have robust performance management and benchmarking processes in place to ensure the objective measurement and assessment of the performance of its Sub-Suppliers. Such processes will include measurement of the Sub-Supplier's performance in relation to cost, programme and quality of the Services delivered. The DPS Supplier will also measure any 'added value' provided by the Sub-Supplier in the delivery of the Services, including but not limited to, community benefits and improved sustainability.
- 2.4.14. The DPS Supplier will select its Sub-Suppliers through fair, open and transparent competition.
- 2.4.15. The DPS Supplier will manage its Sub-Suppliers and supply chain to ensure that the required standards for the delivery of the Services are consistently achieved.
- 2.4.16. The DPS Supplier will organise and attend workshops as required within the Call Off Agreement, the Delivery Timetable or as otherwise required.
- 2.4.17. The DPS Supplier will give Norse sufficient notice of all meetings arranged by the DPS Supplier, in order to facilitate the opportunity for attendance by Norse, the other members of the Norse Team and any other attendees, as may be necessary.
- 2.4.18. Where the DPS Supplier is required to advise or assist Norse in any way, such advice or assistance will include the coordinated advice or assistance obtained from the other members of the Norse Team as may be necessary.
- 2.4.19. The DPS Supplier will ensure that the work delivery team members provide all necessary information to enable compliance with the Construction Design and Management Regulations 2015, and ensure that, as far as practicable, all those undertaking design and construction comply with their statutory duties and obligations.
- 2.4.20. For each Contract the DPS Supplier will provide regular reports, at no less than monthly intervals or at such intervals as Norse may instruct. Each report will:
  - 2.4.20.1. illustrate progress against the Deliverables;
  - 2.4.20.2. demonstrate whether the approved order values are being maintained; and
  - 2.4.20.3. identify those matters which require a decision from Norse and, where necessary, provide assistance to Norse to make an informed decision on all such matters.

## **2.5. Norse Requirements**

- 2.5.1. Norse will set out their requirements in a Scope Document.
- 2.5.2. In response to the Scope, the DPS Supplier will provide a written report which sets out their detailed understanding of the Scope, proposed approach to the task, resource plan and quotation.

- 2.5.3. The timescale for the DPS Supplier to respond to the Scope will be defined within individual Call Off Agreements as will the format and content of the written report.
- 2.5.4. The proposed resource plan will include copies of detailed CVs which outline the level of expertise and experience of the personnel to be assigned, including the provision of key persons where requested or appropriate.
- 2.5.5. The DPS Supplier will agree its quotation, key persons and timetable with Norse, prior to the commencement of the Services.
- 2.5.6. The DPS Supplier will ensure that the Services to be provided are progressed and delivered within the required timescales as set out in the Scope, or as otherwise subsequently agreed in writing between the Supplier and Norse.
- 2.5.7. The DPS Supplier will ensure that all Services are delivered in accordance with the Scope, and comply fully with the required technical, quality, safety and environmental standards.
- 2.5.8. The DPS Supplier will notify Norse in writing within two (2) working days of any instances where the Scope or Norse's instructions are at variance with the DPS Supplier's or Discipline's professional judgement, or if discrepancies exist between requirements and/or instructions.
- 2.5.9. The fees submitted by the DPS Supplier will include all necessary outputs and deliverables appropriate to the Scope and in accordance with Appendix A (Schedule of Services).
- 2.5.10. The DPS Supplier will ensure that all fees are appropriate to the Service delivery, and are properly chargeable.
- 2.5.11. The DPS Supplier will, at all times, maintain accurate records of all payments and other matters relating to its duties and retain copies of all invoices and supporting documentation. If requested, the DPS Supplier will make such records available to Norse(s).

## 2.6. **Communication**

- 2.6.1. The DPS Supplier will establish and comply with specified communication procedures to enable the Project Team to work effectively to achieve the successful delivery of the Contract, as detailed in the Scope.
- 2.6.2. The DPS Supplier will ensure that sufficient notice is provided to Norse, to enable the provision of all necessary decisions by Norse are made in a timely manner, and does not adversely impact upon delivery of the Services and/or Contract.
- 2.6.3. The DPS Supplier will cooperate at all times with the Project Team and Norse, in accordance with the spirit and terms of the Contract.
- 2.6.4. The DPS Supplier will ensure attendance at meetings, by all relevant Disciplines, with Norse(s) and the other Project Team members necessary to deal with all matters appertaining to the delivery of the Project, in accordance with the Scope and the Contract.

- 2.6.5. Norse may have a requirement for the DPS Supplier to be available to attend a site within a particular timescale, this information would be detailed within the Scope but should not be less than 2 working hours.

## 2.7. Welsh Language Standards

- 2.7.1. The Welsh Language (Wales) Measure 2011 (“the 2011 Measure”) makes provision for the specification of standards of conduct in relation to the Welsh language (“standards”).
- 2.7.2. Section 26 of the 2011 Measure enables the Welsh Ministers to specify standards, and section 39 enables them to provide that a standard is specifically applicable to a person by authorising the Welsh Language Commissioner (“the Commissioner”) to give a notice to that person requiring compliance with the standard (a “compliance notice”).
- 2.7.3. The Welsh Language Standards (No. 1) Regulations 2015 (“the 2015 Regulations”) specify standards in relation to the conduct of the Welsh Ministers, county and county borough councils and National Park authorities.
- 2.7.4. The Commissioner has issued compliance notices to these bodies. The compliance notices, which may be amended by the Commissioner, set out which standards must be complied with by the bodies in question, and by when the bodies have to comply with them. They also specify in respect of certain standards circumstances and areas where they are and are not required to comply with them. A copy of the compliance notices for each of the bodies can be found here:

<http://www.comisiynyddygymraeg.cymru/English/Publications/Pages/SearchResults.aspx?Category=Compliance%20notices>

- 2.7.5. The 2015 Regulations also provide that, unless the compliance notices provide to the contrary, the standards will apply to an activity carried out or service provided on behalf of these Authorities under arrangements made with a third party. That will include carrying out an activity or supplying services through contractual arrangements. This means that if a DPS Supplier fails to comply with a standard where it acts on behalf of one of these Authorities, it will amount to a failure on the part of the Authority itself, rendering the Authority open to investigation and possible sanction from the Welsh Language Commissioner.
- 2.7.6. The DPS Suppliers will be required to provide goods or services in a way which does not put an Authority in breach of Welsh Language Standards, and (where it is carrying out an activity or providing services on behalf of the Authority) to comply with the applicable standards, and indemnify the Authority against any failure. These requirements are in addition to any specific requirements relating to the Welsh language which any Authority may choose to specify.

## 2.8. Conservation

- 2.8.1. A number of Norse customers may from time to time have a requirement for services relating to historic properties. It is possible that a Customer Organisation may require the DPS Supplier for such services to be conservation accredited. This is not a mandatory requirement for the DPS and would be stated within Norse’s Scope however this information will be sought and made available to Norse to assist in their decision making when awarding contracts.

- 2.8.2. DPS Suppliers will be able to update details of their registration at any time.
- 2.8.3. Norse may add additional accreditation schemes in the future however the professions and schemes that are currently recognised are:-

[Accredited Heritage Buildings Contractors Register \(NHTG: Contractors\)](#)  
(undergoing development)

[The Building Conservation Directory \(Miscellaneous\)](#)  
Published annually by Cathedral Communications since 1993.

[The Conservation Register \(ICON: Conservator-restorers\)](#)  
This provides information on the business's of accredited conservator-restorers in the UK and Ireland.

[Lead Contractors Association \(LCA: Lead contractors\)](#)

[The National Heritage Roofing Contractors' Register \(NFRG: Roofing contractors\)](#)

## 2.9. Legislation

- 2.9.1. The DPS Supplier will ensure that the expertise of the Service Disciplines provided under this DPS is fully compliant at all times with the Law.
- 2.9.2. The DPS Supplier will assist Norse in ensuring compliance with EU regulations arising from Contracts, including publication of notices, and will comply with all relevant procedures.

## 2.10. Continuous Improvement

- 2.10.1. The DPS Supplier will ensure that it effectively reviews the delivery of its Services in order to continually improve performance, for example, through post project reviews.
- 2.10.2. The DPS Supplier will ensure that it raises its standards of Service delivery throughout the DPS Period, and will promote best practice to become working practice.
- 2.10.3. The DPS Supplier will encourage creativity, innovation and continuous improvement during the course of a Contract or series of Contracts.
- 2.10.4. The DPS Supplier will use a number of information sources to maintain and develop its knowledge of the public sector and public sector construction market.
- 2.10.5. The DPS Supplier will ensure that all Services delivered are fully compliant with the relevant policy and guidance, including governmental policies on construction and the legislative requirement.

## 2.11. Complaints

- 2.11.1. The DPS Supplier will have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by Norse(s).
- 2.11.2. The complaints procedure will comply with the following:
  - 2.11.2.1. All complaints will be logged and acknowledged within twenty-four (24) hours of receipt;
  - 2.11.2.2. All complaints will be resolved within ten (10) Working Days of the original complaint being made, unless otherwise agreed with Norse(s);
  - 2.11.2.3. All complaints will be recorded, together with the actions and timescales taken to resolve the complaint; and
  - 2.11.2.4. The DPS Supplier will analyse and identify any pattern of complaints and bring these to the attention of Norse(s) during Supplier Review Meetings.
- 2.11.3. The DPS Supplier will have in place an escalation route for any complaints that have not been resolved within the specified timescales.
- 2.11.4. The DPS Supplier will provide Norse(s) with one consolidated report per quarter, for the duration of this DPS Agreement, capturing all complaints detailed by Norse(s). These reports will include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the programme and learning from experience.

## 2.12. Insurances and Warranty

- 2.12.1. The DPS Supplier will ensure that it will have in place and maintain the insurances detailed below. Norse may require additional levels of Insurances, which will be detailed in the Scope, and the Supplier will comply with the same. The table below gives an indication of potential requirements.

Minimum Requirement	Employers Liability	Public Liability
DPS Place Mandatory Requirement	£5 Million	£5 Million

- 2.12.2. Where required by Norse, the DPS Supplier will provide collateral warranties, in accordance with the requirements of each Contract, which will be detailed in the Scope.

## 2.13. Risk Management

- 2.13.1. The DPS Supplier will work with its supply chain and the Norse Team to proactively manage project risks, and undertake value engineering and value management, to deliver mutual benefits and the most successful outcome for Norse(s).
- 2.13.2. The DPS Supplier will work with the Norse Team to identify and rank the risks identified, agree a risk management strategy and prepare a risk register for each



Contract, which reflects the risk allocation to be utilised within the Contract and the roles and responsibilities of each Project Team member.

- 2.13.3. The DPS Supplier will review and update the risk register in conjunction with the Norse Team, on not less than a monthly basis or as otherwise agreed within the Call Off Agreement.

## **DPS Specific Requirements**

### **Part 3 – Sustainable Development**

#### **3. SUSTAINABLE DEVELOPMENT & WELL BEING OF FUTURE GENERATIONS LEGISLATION INCORPORATING COMMUNITY BENEFITS DELIVERY REQUIREMENTS**

3.1. 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 suppliers to deliver sustainable development.

3.2. You can read about the Act here:

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

3.3. 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/>

3.4. Under the Act, ‘sustainable development’ means:

3.4.1. “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.”

3.5. The Sustainable Development Principle

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

3.5.1.1. 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);

3.5.1.2. 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);

3.5.1.3. 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);

3.5.1.4. 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).

- 3.5.1.5. Consider how doing things that prevent or mitigate problems can also contribute to the well-being objectives of the Welsh Government or another public body (a preventative approach).

- 3.5.2. These approaches are covered in more detail in the statutory guidance at the link above.

### 3.6. The Well-Being Goals

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

- 3.6.2. **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.

- 3.6.3. **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).

- 3.6.4. **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.

- 3.6.5. **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).

- 3.6.6. **A Wales of Cohesive Communities**

Attractive, viable, safe and well-connected communities.

- 3.6.7. **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.

- 3.6.8. **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.

- 3.7. 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.

### 3.8. The Well-Being Objectives

- 3.8.1. The DPS Supplier(s) will be under contract with the Norse, 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 Client's aims.

- 3.8.2. You can find more information about the Government's well-being objectives and the programme of government Taking Wales Forward here: <http://gov.wales/about/programme-for-government/>

- 3.8.3. The well-being objectives are:

- 3.8.3.1. Create conditions to give every child the best start in life.
- 3.8.3.2. Improve education outcomes for all and reduce the gap in outcomes for different groups.
- 3.8.3.3. Help people live healthy and independent lives and support a healthy workforce.
- 3.8.3.4. Improve prosperity for all across Wales, helping people into employment and sustaining jobs.
- 3.8.3.5. Create the conditions for people to learn and use the Welsh language with their families, in their communities and in the workplace.
- 3.8.3.6. Support the transition to a low carbon and climate resilient society.
- 3.8.3.7. Connect communities through sustainable and resilient infrastructure.
- 3.8.3.8. Support safe, cohesive and resilient communities.
- 3.8.3.9. Improve access to secure, safe, efficient and affordable homes.
- 3.8.3.10. Foster conditions for sustainable economic development and employment, whilst stimulating innovation and growth for a modern low carbon economy.
- 3.8.3.11. Promote and enhance the culture and heritage of Wales.
- 3.8.3.12. Manage, use and enhance Wales' natural resources to support long-term wellbeing.
- 3.8.3.13. Facilitate high quality, responsive and better integrated public services, to those that need them most, enabling citizens to be an equal partner.
- 3.8.3.14. Position Wales as an internationally focused, ambitious country engaged and connected to the wider world.

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

### 3.9. Community Benefits

- 3.9.1. There will be a Non Core approach to Community Benefits which will not be evaluated as part of the tender process. The DPS Suppliers will however be expected to deliver and report on the subsequent delivery of Community Benefits detailed in their Method Statement, throughout the life of the Contract.

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

- 3.9.2.1. 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. Tenderers should consider opportunities for recruiting and training these groups as part of the workforce delivering this Contract. If so required by a Customer Organisation the DPS Supplier(s) may also be required to forward details of any externally advertised vacancies to Job Centre Plus.

- 3.9.2.2. Retention and training for the existing workforce.

- 3.9.2.3. Promotion of Environmental Benefits.

- 3.9.2.4. Promotion of Social Businesses.

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

- 3.9.2.6. Other social benefits include:

- The DPS Supplier(s) will be encouraged to secure other positive outcomes that would benefit the community they operate within, for example:
- Working with local schools and colleges to provide work experience opportunities and work placements; support for careers days; etc.
- Contributing free of charge professional expertise to community groups and/or regeneration Schemes.
- Sponsorship and support of community clubs and/or activities

- 3.9.3. Innovation is encouraged and the list detailed is not exhaustive.

- 3.9.4. 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 supplier 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.

- 3.9.5. The DPS Supplier(s) must work with Norse's Contract Manager to maximise the community benefits delivered throughout the Contract term. The DPS Supplier(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.
- 3.9.6. The following agencies are available to support the Bidders in preparing their 'Community Benefits' proposal, and in the delivery of the Benefits post award. For more details of support agencies please see below:

### **Employment**

- Job Centre Plus
- Website: <http://www.gov.uk/>
- Lift Programme
- E mail: [liftprogramme@wales.gsi.gov.uk](mailto:liftprogramme@wales.gsi.gov.uk)
- Careers Wales
- Website: [www.careerswales.com](http://www.careerswales.com) / Telephone: 0800 100 900
- Working links
- Telephone: 02920 855700

### **Social Businesses**

- Wales Co operative
- Social Firms Wales
- WCVA

### **Contributions to Education**

- Employer Numeracy Engagement Programme
- Techniquet
- Email: [anita@techniquet.org](mailto:anita@techniquet.org) / Telephone: 02920 475460

### 3.10. The Living Wage

- 3.10.1. The DPS Suppliers shall pay, and shall procure that its sub-Suppliers 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.

### 3.11. Code of Practice – Ethical Employment in Supply Chains

- 3.11.1. The DPS Suppliers shall, and shall procure that its sub-Suppliers shall, comply with the Welsh Government's Code of Practice for Ethical Employment in Supply Chains.
- 3.11.2. No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. 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.
- 3.11.3. The issue of mainstreaming equalities is important to Welsh Government. We need to encourage bidders/suppliers 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.
- 3.11.4. One way suppliers can demonstrate commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3<sup>rd</sup> sectors and is aimed at organisations and businesses from one 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>

- 3.11.5. The DPS Suppliers 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 DPS Suppliers.

### 3.12. 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](mailto: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		<a href="http://www.workinglinks.co.uk">www.workinglinks.co.uk</a>
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>
Communities First	01633 241550	<a href="mailto:communities.first@wales.gsi.gov.uk">communities.first@wales.gsi.gov.uk</a>	<a href="http://wales.gov.uk/topics/people-and-communities/regeneration/communitiesfirst/?lang=en">http://wales.gov.uk/topics/people-and-communities/regeneration/communitiesfirst/?lang=en</a>
Sell2Wales	01792 765837		<a href="http://www.sell2wales.co.uk">www.sell2wales.co.uk</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>

### 3.13. Economic Development



- 3.13.1. The DPS Suppliers will be expected to support the local and wider economy in Newport City through the provision of this Service for the duration of the Contract.
- 3.13.2. The DPS Suppliers will be expected to maximise supply chain opportunities for Local SMEs.
- 3.13.3. The DPS Suppliers will be expected to work with Norse 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:
- 3.13.4. Advertising sub-Contracting opportunities on Sell2Wales (tier one supply chain) where applicable;
- 3.13.5. Using the Welsh Government's Business Wales to hold 'Meet the Buyer' events to introduce new businesses.
- 3.13.6. Any Welsh Government policy is to expect all public sector organisations to pay suppliers 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 suppliers will be paid within ten Working Days.
- 3.13.7. The DPS Suppliers must pay their Sub-Suppliers within 30 days of the receipt of a valid invoice.

#### 3.14. **Environmental Impact**

- 3.14.1. Waste is high on the sustainability agenda and the DPS Supplier(s) must comply with The Producer Responsibility Obligations (Waste Packaging) (Amendment) Regulations 2010.
- 3.14.2. Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.
- 3.14.3. The DPS Suppliers shall also assist Norse in meeting its obligations under the following:
  - Environment (Wales) Act 2016
  - The Towards Zero Waste Strategy
  - The recommendations of the Green Growth Wales Paper
- 3.14.4. In delivering the Contract the DPS Suppliers shall, and procure that its Sub-Suppliers 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:
  - prevention of waste;
  - minimisation of waste;
  - re-use of waste;
  - recycling of waste; and
  - disposal of waste.

- 3.14.5. In delivering the Contract the Service Provider(s) shall work with Norse to develop and implement a low carbon impact strategy to reduce its carbon emissions over the period of the Contract.

Further information can be found by accessing the following link:

<http://www.legislation.gov.uk/ukxi/2010/2849/contents/made>.

3.14.6. 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.

3.14.7. 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.

**Part 4 – Performance Management****4. PERFORMANCE MANAGEMENT**

4.1. Constructionline will be responsible for the overall management of the DPS and they will also be responsible for liaison with Norse. However, individuals from Norse will manage the routine management and resolution of queries related to individual Orders.

4.2. There will be a nominated Contract Manager within Norse to manage this Agreement.

4.3. The continuance of the DPS 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, grounds will exist for the DPS to be terminated and for the Client to seek alternative arrangements.

**4.4. Management Information for Norse**

4.4.1. At the start of each financial year (April – March), the DPS Suppliers will be provided with a template for completion on a regular basis.

4.4.2. This will detail key performance indicators and community benefits information on the performance of the DPS. However, this may be subject to change during the lifetime of the DPS and must be returned on a quarterly basis and, as a general rule, a week prior to any review meetings.

**4.5. Management Information for Customers**

4.5.1. The DPS Suppliers will supply Norse directly with their own management information as and when requested.

4.5.2. In addition, the DPS Suppliers must hold in a single database containing the following information for each contract/job, which must be available on request:

- Client Name
- Contract/Project/Job Title
- Category Detail
- Contracted Value
- Current Invoiced Amount
- Final Invoiced Amount
- Start Date
- Anticipated End Date

4.5.3. From time to time, the Norse may be required to respond to urgent requests for information. Supplier(s) will be expected to provide the requested information within 24 hours of receipt of request, unless agreed in advance with Norse.

**4.6. Supplier Review Meetings**

4.6.1. Six monthly Category Forum meetings will be held with representatives of the Norse to assess the performance of the DPS. Following these meetings, review meetings may be held with the DPS Suppliers to resolve any issues and to discuss ways in which the DPS can be continuously improved.

**4.7. Performance Issues**

- 4.7.1. Norse may terminate the Agreement by written notice to the Supplier if the Supplier (in the sole opinion of Norse) 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.
- 4.7.2. Norse expects all DPS Suppliers appointed to a Category to bid for all work they are invited to under a mini competition. Norse may suspend or terminate the Agreement by written notice to the DPS Supplier if the DPS Supplier (in the sole opinion of Norse) persistently fails to accept or bid for work within a given Category.

#### **4.8. Business Continuity**

- 4.8.1. The DPS Suppliers will have a robust Business Continuity Plan in place to maintain the delivery of Services and will share this plan (including any updates) with Norse upon request.
- 4.8.2. The DPS Suppliers will maintain readiness with a Business Continuity Plan, in accordance with the principles and operation of ISO22301 and ISO22313 and any new or emergent or updated relevant standards.
- 4.8.3. A Crisis Management Plan will be comprehensive and detail the processes by which significant disruptions will be managed to support Norse in the event of disruptions of significant scale and impact.
- 4.8.4. If in the event of an emergency or crisis management situation, the DPS Supplier will notify Norse immediately, and within an hour of being aware of the emergency or crisis. The details of the DPS Supplier process for the management of the potential emergency will be clearly defined in the Business Continuity and Crisis Management Plan.
- 4.8.5. The Business Continuity Plans and Crisis Management Plans will be reviewed annually and after any major incident by the DPS Supplier.

### **Part 5 – Account Management**

#### **5. ACCOUNT MANAGEMENT**

- 5.1. The DPS Supplier(s) will be expected to provide a dedicated Account Manager for the duration of this DPS and the Account Manager will have a minimum of two years relevant industry experience.
- 5.2. The Account Manager should have the necessary authority to manage and resolve any issues that arise in the overall performance of the Agreement.
- 5.3. The DPS Supplier will also provide a deputy Account Manager with a minimum of two years relevant industry experience, and will ensure that continuity is maintained during any periods of absence.
- 5.4. The Account Manager will promote, deliver and communicate transparency of pricing and savings, and will provide Norse with the following, as a minimum:

- 5.4.1. an agreed summarised Continuous Improvement Plan, to be submitted three (3) months after the DPS Commencement Date, with quarterly communication of progress on actions. The entire Continuous Improvement Plan will be updated annually for the duration of this DPS Agreement; and
- 5.4.2. a quarterly written communication, which includes details of changes, improvements, risks, issues, complaints, concerns and identified future opportunities in relation to delivery of the Services.
- 5.5. The Account Manager will attend regular Supplier Review Meetings with Norse/Customer Organisation, the frequency of these meeting will be agreed with Norse/Customer Organisation.
- 5.6. The amount of account management provided by the DPS Supplier to Norse will be proportionate to the size and requirements of each individual Contract.
- 5.7. Suppliers are required to provide a detailed 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:-
  - 5.7.1. Key Account Management
  - 5.7.2. Account Manager and Bilingual Resource
  - 5.7.3. eProcurement Contact
  - 5.7.4. Contract Review Procedures
  - 5.7.5. Customer Support
  - 5.7.6. Telephone Support
  - 5.7.7. Escalation Procedures

## **6. INVOICING**

- 6.1. Invoices may be paper based or electronic. The reduction of process costs through the use of appropriate technology is important. Norse will decide whether they wish to use online/electronic invoicing systems. Invoices must meet the authorisation and audit requirements of Norse.
- 6.2. As a minimum, invoices will provide:
  - 6.2.1. Norse Purchase Order Number
  - 6.2.2. Service Type
  - 6.2.3. Charging Unit
  - 6.2.4. Charge Quantity
  - 6.2.5. VAT
  - 6.2.6. Total charge including VAT
- 6.3. Itemised invoicing, showing the apportionment of costs incurred by specific cost centres shall be provided by the DPS Supplier(s) if required by individual Norse.
- 6.4. Full discount rates shall be clearly shown on all invoices.
- 6.5. The DPS Supplier(s) shall provide a break down of all costs as required by individual Norse.

- 6.6. The DPS Supplier(s) will adopt alternative approaches to paying for Services if better value for money can be demonstrated by new methods that are compatible with Norse's systems, i.e. consolidated invoices.
- 6.7. A Norse 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.

## **Part 6 – Commercial Section**

### **7. PRICING**

- 7.1. Suppliers are expected to demonstrate their ability to meet the following requirements.
- 7.2. To provide reassurance on the 'transparency' of pricing, the DPS Supplier 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.
- 7.3. The DPS Supplier is required to provide estimates for all work requested by Norse(s) which is not covered by the normal pricing arrangements.
- 7.4. If appropriate to the pricing mechanism offered by the DPS Supplier and/or subsequently agreed with them, the Supplier is required to produce a list showing the hourly rates or other charges at which the services will be charged.
- 7.5. The Supplier should use best efforts to negotiate additional savings and eliminate costs.

## **Appendix A – Schedule of Services**

### **Work Categories – top 50**

The Constructionline portal will require you to choose which work category you wish to apply for.

Please note that some categories require licences, accreditations or professional body memberships.

Please make sure you have uploaded the appropriate licences and accreditations, or given us details of association membership where appropriate.