

SPECIFICATION FOR Sustainable Schools Challenge Critical Friend and Sustainability Advisor

CONTRACT REFERENCE NO. C194/2024/2025

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PART 1: GENERAL

Please refer to the Welsh Government Procurement Privacy Notice at: <https://gov.wales/welsh-government-procurement-privacy-notice> to find out how we use and protect your information within the Welsh Government when you quote or tender for a Welsh Government contract through a procurement process. The Procurement Privacy Notice makes sure we continue to comply with privacy law and regulation, it includes information on your rights and information we hold about you and the legal grounds for how we use your information.

1. BACKGROUND

- 1.1. The Sustainable Communities for Learning (SCfL) Programme launched an innovative Sustainable Schools' Challenge through the existing Programme and governance framework.
- 1.2. Building on the Net Zero Carbon mandate across the Programme introduced in January 2022, the Welsh Government invited applications from local authorities that could demonstrate innovative and collaborative design, development, delivery, and management of initially two new schools that could make a positive contribution to the environment and surrounding landscape. The collaboration expected from the Challenge included learners, staff, parents, community and supply chains through all stages of design, construction and operational life for a truly sustainable school.

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- 1.3. Aimed at primary schools an allocation of up to £15 million at 100% intervention was allocated per project. Given the high calibre of entries funding was announced in March 2023 for three new sustainable schools.
- 1.4. Campws Cymunedol Bontnewydd will be zero carbon in operation, using reused and recycled materials from buildings that are due to be demolished, and source construction materials as close as possible to the site, including timber and sheep wool insulation.
- 1.5. Designed around a central ‘winter garden’ Ysgol Gynradd Gymraeg Rhosafan will be a new Welsh language primary school and will include a Welsh Immersion unit, delivering a range of educational and community services that will be provided by the Council, partner organisations and by local voluntary organisations.
- 1.6. The new primary school to serve the Glyn-Coch community will include green roofs, rain gardens and nature-based solutions to surface water management and create an educational, wellbeing and civic hub under one roof. It will provide an active learning zone to teach engineering principles, ecology and land management, with an allotment on site. Planning approval has been obtained, and it is hoped to start on site in March.
- 1.7. Lessons learnt from these three projects will inform wider programme guidance, including any research and skills gaps, in strengthening our commitment towards decarbonisation and environmental protection.
- 1.8. The Sustainable Schools Challenge sought innovative applications for the development and delivery of primary schools in Wales. The three successful projects, one in the north, one in the southeast and the other in the southwest have demonstrated an exemplar commitment towards environmental sustainability and stakeholder engagement throughout all stages of the design, build and operation of their new schools.
- 1.9. Throughout the delivery process, project teams from the three successful schools are expected to contribute to lessons learned which will be fully considered, feeding directly into Case Studies linked to our guidance. A key objective of the Challenge is to stimulate the whole supply chain to fully consider opportunities and innovative delivery solutions that are often restricted under normal practice.
- 1.10. Along with Construction Excellence in Wales (CEW) and Down to Earth (DtE) Project, the Sustainable Communities for Learning team have worked closely during the design phase with delivery partners and their design teams in ensuring the collaboration and innovation was achieved to provide useful

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learning for future projects within the wider programme. The first case study looking at collaboration during the design stage has been completed.

- 1.11. The Challenge will draw upon the sustainability aspects of the New Curriculum and how our young learners translate this into their own 'sustainable community for learning', their school in their community.
- 1.12. Engagement with pupils, young people, staff and the community, so that they can shape their learning and community environment, is encompassed in these projects to include all sustainability aspects of the built environment and its surroundings.
- 1.13. The Client wishes to appoint a consultant to provide sustainability advice and act as a critical friend to innovate in collaborating with pupils, staff and the wider community during the construction phases of the three projects.

2. AIMS AND OBJECTIVES

- 2.1. Now, that the three projects are commencing the construction phase the Welsh Government wish to appoint a consultant to act as critical friend and sustainability advisor providing guidance and challenge to the innovation proposed by the designs as well as seeking opportunities for collaboration with stakeholders, staff, pupils and the local community during the construction phase. Integration with the Curriculum for Wales and giving learning opportunities for the pupils during the construction phase will be an essential part of the work. Learning from these three projects, the successful bidder will capture good practice in a series of case studies to inform the wider Sustainable Communities for Learning Programme. A full design team for each project is already established and this role is to oversee, challenge and encourage innovation in all matters of sustainability and collaboration. From the case studies the successful bidder will report on innovation that can be mainstreamed and actions required to facilitate their adoption into the wider programme.

3. DEFINITIONS

Term	Definition
Bidder	means the individual, organisation or business which submits a bid for provision of the Services;
Client	means the Welsh Ministers;
Services	means the services specified in this Specification;
Specification	means this specification;

PART 2: SERVICE SPECIFICATION

4. SCOPE OF REQUIREMENT

- 4.1. Working with Constructing Excellence in Wales, the successful bidder will be required to attend and participate in joint workshops and attend relevant project meetings to act as a Critical Friend for the design and construction teams and embed themselves in the three projects and being available to project teams for advice. Where necessary the successful bidder will be expected to lead in elements of the workshops, facilitating research for their case studies and conduct mini workshops at local level with the participating projects to obtain sufficient knowledge of the innovation and collaboration being undertaken to inform advice and case studies.
- 4.2. Attendance in person will be necessary for most meetings which will take place across Wales.
- 4.3. The bidders will need to familiarise themselves with progress of the designs and the work of the Critical Friend during phase1 of the design stage.

5. ESSENTIAL REQUIREMENTS

5.1. Background and Professional Experience

- 5.1.1. The lead must possess degree in environmental science, sustainability, ecology, or a related field.
- 5.1.2. At least 5 years of professional experience in sustainability and environmental consulting, with a focus on construction projects in Wales.
- 5.1.3. Commitment to continuous professional development and staying current with industry advancements.

5.2. Sustainability and Biodiversity

- 5.2.1. At least 5 years of professional experience in sustainability and environmental consulting, with a focus on construction projects in Wales.
- 5.2.2. Experience in biodiversity assessments and creating biodiversity action plans.
- 5.2.3. Knowledge of current sustainability frameworks and standards (e.g., BREEAM, ISO 14001) as required by the Welsh Government guidelines.

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5.3. Collaboration and Stakeholder Engagement

- 5.3.1. Demonstrated ability to work collaboratively with diverse stakeholders, including local authorities, school staff and governors, pupils and community groups.
- 5.3.2. Experience in facilitating workshops, focus groups, and stakeholder meetings to ensure inclusive decision-making.
- 5.3.3. Strong communication and interpersonal skills to foster a collaborative environment.

5.4. Community Investment

- 5.4.1. Experience in designing and managing community investment programs that benefit the local community, such as educational workshops and local employment opportunities.
- 5.4.2. Ability to measure and report on the social impact of community initiatives, ensuring alignment with the Social Value Act 2012.
- 5.4.3. Knowledge of best practices in community engagement and development, particularly in educational settings.

5.5. Circular Economy

- 5.5.1. Understanding of circular economy principles and practices, with experience in applying these to construction projects.
- 5.5.2. Experience in developing circular economy strategies, such as repurposing and use of recycled materials and designing for disassembly.
- 5.5.3. Ability to identify opportunities for waste reduction, resource efficiency, and product lifecycle extension in school construction projects.

5.6. Innovation and Creativity

- 5.6.1. Proven ability to think creatively and develop innovative solutions to complex environmental challenges, such as integrating renewable energy systems and sustainable building materials.
- 5.6.2. Experience in using technology and data analytics to drive sustainability initiatives.
- 5.6.3. Ability to stay updated with emerging trends and technologies in sustainability.

6. FUNCTIONAL/TECHNICAL REQUIREMENTS

- 6.1. Participation at the joint workshops will be an essential requirement for the bidders. These will take place as face-to-face events on a maximum quarterly basis and hosted on a rotational basis at the three participating local authorities, Rhondda Cynon Taf, Neath Port Talbot and Gwynedd. It will be desirable for the bidders to lead elements of the workshops to allow collation of information

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and research into the case studies that will be required as part of this commission.

- 6.2. A minimum of six progress reports will be required: one for each project at a suitable mid-point and at handover. A final report will collate and summarise all findings from the three projects and provide advice as to which and how the elements of innovation can be mainstreamed into the main Sustainable Communities for Learning Programme. Case studies for innovative collaboration, pupil and community involvement in construction will also be required.
- 6.3. All case studies and final report will be required to be provided bilingually in Welsh and English. Bidders will need to ensure that the Welsh language version is treated no less favourably than the English version and is fully fit for purpose and ready for publication.
- 6.4. The contractor will be responsible for translation. Cost for translation and quality assuring the translation should be included within the price schedule and the bidder must set out how this requirement will be met. Successful bidders should have a good understanding of the requirements of providing bilingual services and will either offer the in-house capability to deliver such a service or have in place a service level agreement with a sub-contractor to support its delivery of bilingual services. For information, and in the event that provision of services is reliant on translation services, a list of translators who are members of the Association of Welsh Translators and Interpreters is available at <https://www.cyfieithwycymru.org.uk/en/find-a-translator-interpreter>
- 6.5. Any communications or marketing services provided as part of this Contract must be provided in accordance with the Welsh Government's Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work (a copy of which is attached) Welsh Language Standards: communication and marketing guidelines | GOV.WALES
- 6.6. It will be desirable for bidder participants in the workshops and meetings to be able to speak Welsh especially where pupils will be involved.
- 6.7. All publications should comply with Sustainability Communities for Learning publicity guidance Sustainable Communities for Learning: publicity guidance | GOV.WALES.

7. SERVICE OUTPUTS/OUTCOMES

- 7.1. The main outcome of this commission is to capture the innovation adopted in the three successful Sustainable Schools Challenge projects and advise on

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which elements should be adopted for the wider Sustainable Communities for Learning Programme.

- 7.2. Capturing this information will provide useful case studies for publication to show how the innovation that has been developed giving an assessment of how efficient and transferable the innovation has been and whether it could be adopted for the wider Programme.
- 7.3. This service provision is a continuation of service from the design stage of the three projects and any bidder will need to familiarise themselves with the Case Study Sustainable Schools Challenge - Doing good things together produced during the design stage. [Sustainable Schools Challenge - Doing good things together](#)

8. INTELLECTUAL PROPERTY RIGHTS (“IPR”)

- 8.1. The use of any and all intellectual property rights developed under or utilised in relation to the Contract is governed by Condition 19 (Intellectual Property) of the Welsh Government’s Standard Conditions of Contract for Services.
- 8.2. If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the Services, that Bidder must provide a list describing the intellectual property rights to be used.
- 8.3. If in delivering the Services, the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third party intellectual property rights; together with confirmation that the Bidder has (or will have) the appropriate permissions and licences to use such third party intellectual property rights for the purposes set out in the Specification. Evidence of such permissions and licences (or assurance that such permissions and licences will be provided) must be provided the Client on request

9. PERSONAL DATA

- 9.1. Provision of the Services will not require the processing of any personal data on behalf of the Client. If the Bidder considers that processing of personal data on behalf of the Client will be required, the Bidder must provide details in its tender.
- 9.2. If during the Contract Period, processing of personal data on behalf of the Client is required in accordance with the applicable Welsh Government Standard Conditions for Services the Bidder must notify the Client so that provision for compliance with the General Data Protection Regulation 2016/679 can be made.

10. TIMESCALES

10.1. Implementation Dates:

10.1.1. Services described in this document must commence on 06 May 2025, however the three projects will commence construction at different stages. It is anticipated that the first project will have commenced on site during March 2025 with each project anticipated to take 18-months to complete. The bidders are expected to ramp up and down the service provision to take allowance of the staggered start and completion dates of the three projects, but within the contract duration and extension times noted at 1

10.1.2. Any variation to these dates must be agreed in writing by the Client and the successful Bidder in accordance with the Welsh Government's Standard Conditions of Contract for Services.

10.2. Duration of the Contract:

Start Date: 01 March 2026

Length of Contract: 24 Months

End date: 28 February 2028

Length of Extension (if applicable): 6 Months

The Contract can only be extended in accordance with Condition 3 (Commencement and Duration) of the Welsh Government's Standard Conditions of Contract for Services.

Any variation to these dates must be agreed in writing by the Client and the successful Bidder in accordance with the Welsh Government's Standard Conditions of Contract for Services.

11. BUDGET

11.1. A budget range of £80,000 - £120,000 excluding VAT is available for the purposes of this contract and over the initial 24-month contract period. If invoked, The Client will make a further budget of £20,000 - £40,000 excluding VAT for the 6-month extension period.

11.2. Bidders should be aware that the budget range is for indicative purposes and bids below the minimum budget range will be considered, provided that the bid is not abnormally low, noting that the client will be seeking to award the contract based on the evaluation criteria stated within the ITT Document.

- 11.3. Bids that equal the maximum range of the (VAT exclusive) budget will also be considered. However, **bids that exceed the above stated maximum (VAT exclusive) budget** for the contract period cannot be considered due to budget availability at the time of tendering and therefore **will be excluded from the tender process**.

12. WELSH LANGUAGE REQUIREMENTS



2016 Welsh
Language Standard:

12.1. Welsh Language Standards

The Welsh Government is committed to the principle of treating the Welsh and English Languages on a basis of equality. The Welsh Language (Wales) Measure 2011 (the “Measure”) makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards (No. 1) Regulations 2015. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.

The Welsh Language Commissioner has issued a compliance notice on the Welsh Ministers specifying which of the standards currently apply to any activity or service provided by or on behalf of the Welsh Ministers. A copy of the latest version of the compliance notice is available at [Welsh Language Commissioner's compliance notice | GOV.WALES](#)

As the successful bidder will be providing the services on the Welsh Ministers' behalf, it must comply with the relevant Service Delivery Standards listed in the compliance notices issued to the Welsh Ministers from time to time.

The Service Delivery Standards which currently apply to the Services are listed below. The Client will notify the successful bidder of any changes to the Service Delivery Standards with which the Services must comply.

The successful bidder will be required to report against compliance with the standards in the same way as for other duties and requirements under this Contract.

The relevant standards in relation to this Contract are:

Service Provided	Relevant Standards
Meetings (with stakeholders and/or members of the public)	24, 24A, 26, 26A, 27, 27A, 29, 29A
Open, public meetings	30,31,32,33,34
Public events	35,36*
Publicity and Advertising	37*
Displaying material in public	38*
Publishing Documents	40,47,48,49**
Websites and online services	52,55,56,57*
Social media	58,59*

Any communications or marketing services provided as part of this Contract must be provided in accordance with the Welsh Government's Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work (link below)

<https://gov.wales/compliance-welsh-language-standards>

https://llyw.cymru/cydymffurfiaeth-safonaur-gymraeg?_ga=2.155581691.1152816101.1612971102-40484522.1612971102

12.2. Other Welsh Language Requirements

It is desirable to have Welsh speaking representatives in all the workshops and any meetings with local project stakeholders.

12.3. Translation

Welsh Language translation will be required of any Case Studies or reports to be provided to local authorities and stakeholders as set out in section 6.

There is guidance on the intranet on the requirements to publish documents bilingually:

<https://documents.hf.wales.gov.uk/id:A15637345/document/versions/published>

13. SECURITY

- 13.1. In providing the Services the successful Bidder (and its sub-contractors) will be exposed to sensitive Welsh Government information assets. The Client requires all successful Bidders, sub-contractors and service delivery partners to operate appropriate and secure processes for handling, storing and processing data and information owned by the Welsh Government. This paragraph 13 specifies how the Client's information assets must be handled. Compliance with this paragraph 13 will be a standard agenda item in contract review meetings and documentation will be required from the successful Bidder to show how compliance is being monitored by the successful Bidder and the frequency of such compliance/monitoring events (e.g. the dates when training was undertaken; when access control logs were updated/cross-checked; and when relevant policies were last updated).
- 13.2. A named individual must be appointed to the role of 'security lead' to take responsibility for the security aspects of the Contract. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Contract Period.
- 13.3. Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Client's Contract Manager at the earliest opportunity.
- 13.4. The OFFICIAL–SENSITIVE marking must be retained on all Welsh Government information which is marked as such. The successful Bidder must seek guidance from the Client's Contract Manager for new information being created as part of the Contract.
- 13.5. The successful Bidder must demonstrate that they can meet the technical requirements prescribed by their chosen scheme (e.g. Cyber Essentials / Cyber Essentials Plus / ISO27001). The scheme defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat coming from the internet. Evidence of holding certification is desirable before contract award, but essential at the point when personal or otherwise sensitive data is to be processed by the successful Bidder.

Further Information can be found at:

<https://www.cyberstreetwise.com/cyberessentials/>

- 13.6. Where Cyber Essentials/plus is required, bidders must cover the end-to-end process of data collection and processing, in particular this must include the process for any IT equipment used in the field and/or home working.

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- 13.7. Written confirmation of valid certification will be required every 6 months to ensure the successful Bidder holds a certificate that is no more than 12 months old.
- 13.8. If any information is stored or processed on equipment other than that owned by the successful Bidder, then assurance must be provided that consortium members and subcontractors also comply with Cyber Essentials / Cyber Essentials Plus / ISO27001 or other recognised third-party standards when processing the information needed to carry out the Contract.
- 13.9. Where any work is subcontracted, you will need to document at return of tender how you will implement the data security requirements set out in the specification and the Terms and Conditions between yourself and any subcontractor(s) to ensure these requirements are adhered to throughout your supply chain.
- 13.10. Storing or processing information on personally owned devices or email accounts is not permitted. Personally owned devices and personal equipment are defined as equipment which:
- 13.10.1. is not a company asset; or
 - 13.10.2. the configuration of the equipment is outside company control.
 - 13.10.3. it is used by those not employed by the company e.g., a sole trader who allows their 'work' laptop to be used by other family members
- The risk being that Welsh Government information could be accessed by those not authorised to see it.
- 13.11. Data created under the Contract must be 'backed-up' on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.
- 13.12. If 'Cloud' storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.
- 13.13. All sensitive or personal electronic information must be encrypted in transit. Data encryption services such as Egress Switch or iShare Connect must be used when emailing information.
- 13.14. All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g., laptops, must be encrypted (minimum FIPS 140-2 / AES 256).

- 13.15. Information rest on servers/individual computers must be encrypted (minimum FIPS140-2 / AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g., a data centre with access control measures, alarmed, arrangements for 24 hours security guards.
- 13.16. An independent IT Health Check undertaken by qualified personnel (e.g., those listed on the CHECK, Tiger or CREST schemes) must be completed prior to 'go-live' on any external systems (infrastructure or applications) to ensure they are protected from unauthorised access or change, and they do not provide an unauthorised entry point into systems where Welsh Government data is held. In addition to providing a copy of the IT Health Check report, the successful Bidder must provide evidence that any issues highlighted in the report have been remediated.
- 13.17. Access to the information involved in the Contract must be on a 'need to know' basis. Only authorised Bidder staff and subcontractors who have received suitable training can be given access. A list of authorised Bidder staff and subcontractors must be maintained and made available to the Client's Contract Manager on request.
- 13.18. If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the authority to receive this information.
- 13.19. The information processed or collected in accordance with the Contract must be deleted within 6 weeks of the end of the contract. This includes any information stored on servers, mobile devices or other storage media including CDs or DVDs, other removable media, hard copy or hard drives. The successful Bidder must confirm in writing when this has been done.
- 13.20. The information collected in accordance with the Contract remains the property of the Client.
- 13.21. Only Bidder staff and subcontractors who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Contract. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Client on request.
- 13.22. If it is necessary to take hardcopy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g., by means of envelope / file / briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.

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- 13.23. Any hardcopy data collected in connection with the Contract must be disposed of by, shredding or secure disposal contract by within 6 weeks of the end of the Contract. The successful Bidder must confirm in writing when this has been done.
- 13.24. The successful Bidder's processes must make it easy for its staff and subcontractors to follow the rules (e.g., clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance and facilities for proper disposal etc.).
- 13.25. The successful Bidder must hold accurate and verified information for all its staff and subcontractors working on the Contract in relation to proof of identity, nationality/immigration status, unspent criminal convictions and employment history. [In addition, the staff working on the Contract will need to complete a basic disclosure through Disclosure Scotland / undertake National Security Vetting to CTC/SC level]. Evidence must be provided on request, and the Client may verify the validity and expiry dates of any existing clearances with the relevant holding agency.
- 13.26. If the successful Bidder requires for its staff and subcontractors, frequent and unescorted access to the premises of the Client, or where such personnel have access to restricted information, or proximity to public figures, then all such personnel must satisfy the security requirements of the Client by completing a security vetting questionnaire. No such personnel will be issued security passes until they have obtained the required security clearance. Until then, they will be issued with a temporary pass and will have to be escorted by a member of staff each and every time they have access to the premises.
- 13.27. The successful Bidder should ensure that appropriate checks have been undertaken through the Disclosure and Barring Service for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the Contract (NB DBS checks are not required for persons with access to information as opposed to contact with individuals). Evidence that these checks have been performed, and assurance that the DBS checks have not highlighted any issues to prevent any personnel from carrying out the specified tasks, should be presented to the Client once they have been completed and prior to any contact. We reserve the right to request sight of any or all DBS checks.
- 13.28. The successful Bidder and their sub-contractors must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Welsh Government.

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- 13.29. All Bidder staff working on this Contract must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Welsh Government information that they are entrusted with by applying the measures set out in this Specification.
- 13.30. On termination of involvement in the Contract user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.
- 13.31. Bidders will need to address how informed consent from children and their parents/carers and from adults at risk will be achieved. Bidders will also need to set out how relevant permissions in relation to access will be secured from statutory and voluntary organisations in line with the policies of such organisations (if appropriate). Bidders must also outline their policy/protocol for appropriately reporting any information gained in the course of the work that might indicate that a child or adult may be at risk. The protocol should be in accordance with the Regional Safeguarding Children or Adult Board procedures for the area in which the child/young person/adult at risk lives. The protocol should specify that where there are any concerns that a child/young person/adult is, or may be at risk, those concerns will be notified immediately to the local social services department or the police and will be followed up in writing. This policy should be shared with the Client Contract Manager.

14. RETENTION OF INFORMATION

- 14.1. The successful Bidder will need to maintain full and accurate records of the Contract in accordance with the Welsh Government's Standard Conditions of Contract for Services for a period of 15 years from expiry or termination.

15. SUCCESSFUL BIDDER'S LIABILITY

- 15.1. The Client is willing to limit the successful Bidder's liability for the purposes of and in accordance with Condition 40 (Limitation of Liability) of the Welsh Government's Standard Conditions of Contract for Services to a maximum of £2,000,000.

16. INSURANCE

- 16.1. The Bidder must maintain the following forms of insurance cover with a reputable insurance company with the following minimum levels of cover:

16.1.1. Professional Indemnity: £2,000,000

16.1.2. Public Liability including Products Liability: £5,000,000

- 16.2. The Bidder will be required to ensure that the Client's interest is noted on each insurance policy, or that a generic interest clause has been included.

17. NOT USED

18. FINANCIAL STANDING AND RESOURCE

- 18.1. The Client wishes to ensure that Bidders have the necessary financial standing and resources to meet their obligations throughout the duration of the Contract. This may include (where appropriate) considering bidders' level of existing work commitments and the potential impact on resources that awarding a contract would have.
- 18.2. In deciding to tender for a contract, Bidders should be aware and consider the risks of becoming over-reliant on the Client's business, or indeed that of any customer. In doing so, bidders should take into account earnings from any other work undertaken for the Client as well as potential earnings from the Contract.

19. NOT USED

PART 3: WELL BEING OF FUTURE GENERATIONS

The Client is committed to delivering against the Wellbeing of Future Generations Act. This applies equally when procuring goods and services, and where relevant the Client will seek to maximise the impact of the contract through the delivery of its duty under the Act.

COMMUNITY BENEFITS

20. Procurement in Wales is governed by the Wales Procurement Policy Statement which sets out 10 principles for the public sector in Wales. Principle 4 requires the delivery of social, economic and environmental benefits through the effective application of Community Benefits. The Client views the use of the Community Benefits approach as integral to its commitment to sustainable development and a key mechanism for delivering against its duties under the requirements of the Wellbeing of Future Generations Act 2015 Wellbeing Goals.

20.1. Community Benefits and the priorities to address

The approach

Non-Core Only - The Client has decided to take a non-core approach to Community Benefits, this means that the Community Benefits proposal that a Bidder returns as part of this tender process will not be evaluated and scored.

21. EQUALITY AND DIVERSITY

This specification is fully inclusive of all bidders regardless of age, marriage and civil partnership (both same sex and opposite sex), pregnancy and maternity, race, religion or belief, sex, sexual orientation, whether they have an impairment or health condition, are neurodivergent or use British Sign Language, their gender identity or gender expression. We acknowledge that the terms 'gender identity' and 'gender expression' are not protected characteristics as defined by the Equality Act 2010, however, we believe that Government policy which includes provision for those persons who identify within the 'trans' umbrella (rather than on the basis of binary gender) is a more inclusive approach and one which ensures the Welsh Ministers are in a position to comply with all their statutory duties related to equality and the promotion of well-being in Wales.

Bidders must therefore comply with legal duties as a minimum to ensure non-discrimination.

The Bidder is referred to Condition 28 (Discrimination and Equality) of the Welsh Government's Standard Conditions of Contract for Services.

The Client is an organisation which aims to fully reflect the diversity of Wales, to be anti-racist, to promote the social model of disability and be anti-discrimination of all types. The Client encourages Bidders to be committed to improving equality, diversity and inclusion in their own organisations including taking an anti-racist approach and removing barriers in line with the social model of disability. We expect Bidders to have processes in place (for example a policy) to demonstrate their commitment to equality, diversity, and inclusion and also to have a robust process for people with different protected characteristics to raise concerns about bullying and harassment. Therefore, equality, diversity and inclusion applicable to the Contract will be monitored as a standing item in Contract review meetings. One way of demonstrating 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. The Client encourages Bidders, as potential suppliers, to explore the possibility of their organisation being Disability Confident Level 1 as a minimum.

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>

22. ETHICAL SUPPLY CHAINS

- 22.1. The Client is committed to ensuring that fair and transparent employment practices are in place throughout the supply chain for the Services. The Client's policy in relation to Ethical Employment Practices in Welsh Government Supply Chains is attached below. The Client will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation.

<https://gov.wales/ethical-employment-supply-chains-code-practice>

23. ENVIRONMENTAL CONSIDERATIONS

- 22.1 The Client is committed to minimising the effect of its day-to-day operations on the environment and successful Bidders are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.
- 22.2 Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.
- 22.3 Factors to be considered should include areas such as:
- 22.3.1 Adopting an environmental management system which includes focus on disposal of waste and packaging.
 - 22.3.2 More efficient use energy and water
 - 22.3.3 Beginning to embed sustainability into the provision of goods and services supplied to the Client
 - 22.3.4 Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible

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- 22.3.5 Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles
- 22.3.6 Building an environmentally friendly work culture through training and high-quality communication with staff
- 22.4 While on site the successful Bidder should be aware of and actively support the Client's Environmental Policy Statement which will be made available on request to the successful Bidder in advance or on arrival.
- 22.5 The Bidder is referred to Condition 25 (Environmental Requirements) of the Welsh Government's Standard Conditions of Contract for Services.

PART 4: CONTRACT & PERFORMANCE MANAGEMENT

24. COLLABORATIVE BIDS / CONSORTIA

The Client welcomes collaborative bids. For further information on joint bidding, please see the Invitation to Tender and <https://gov.wales/search?global-keywords=joint+bidding>

25. BIDDERS REGISTERED OR LOCATED OUTSIDE OF ENGLAND AND WALES

- 25.1. Bidders who are registered or based outside of England and Wales will be required to provide a legal opinion in a form prescribed by and satisfactory to the Client before the Contract is awarded. The legal opinion will need to be provided by a law firm authorised to practice in the foreign jurisdiction in which Bidder is registered or located and which is independent of the Bidder.

26. LOCAL AUTHORITIES/NHS BODIES

- 26.1. Bidders that are local authorities or National Health Service bodies must ensure that they comply with all statutory provisions governing their power to enter into the Contract and to perform their obligations thereunder and shall [if so requested by the Client] provide evidence to that effect to the Client.

27. CONTRACT MANAGEMENT

- 27.1. The nominated Client Contract Manager will be Alwyn Jones alwyn.jones001@gov.wales.
- 27.2. The Contract Manager will be the point of contact for the Contractor during the course of the Contract.
- 27.3. Formal performance reviews will take place quarterly and shall be scheduled during the Contract implementation phase. However, the Contract Manager may elect to meet a named representative of the Contractor as and when necessary to discuss any issues which may have arisen during the provision of the Services.
- 27.4. Bidders will be required to provide the details of a nominated contact point to act as the successful Bidder's Contract Manager.
- 27.5. Bidders should provide the names of personnel to be assigned to the Contract, their status in the organisation and their previous experience of dealing with contracts of a similar nature.

28. PERFORMANCE MANAGEMENT

- 28.1. The successful Bidder will be required to provide the following management information on a quarterly basis:

22.5.1 Progress Report

- 28.2. Contract Implementation
- 28.3. From time to time, the Client may be required to respond to urgent requests for information. The successful Bidder (s) shall provide the requested information within 24 hours of receipt of request, unless agreed in advance with the Client.

29. PERFORMANCE ISSUES

Issues with the performance of the Contract by the successful Bidder will be dealt with in accordance with the procedures set out in the Welsh Government's Standard Conditions of Contract for Services.

30. INVOICE AND PAYMENT PROCEDURE

- 30.1. Payment will be made in arrears within 30 days of receipt of a valid and agreed invoice. Invoices must show a full breakdown of costs that clearly correlate with the successful Bidder's tender.

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- 30.2. The Client will deduct from any sum payable to the successful Bidder any income tax, national insurance contribution and such other tax, fee or charge it is required to deduct in accordance with legislation such as legislation known as the “IR35 legislation”. Information on IR35 legislation can be found here: <https://www.gov.uk/topic/business-tax/ir35>. After selecting the successful Bidder, the Client will determine whether or not it will be required to make any such deductions. The Client’s determination will be stated in the Award Letter to the successful Bidder.
- 30.3. A valid invoice must include the information listed in Condition 13 (The Price and Payment) of the Standard Conditions.
- 30.4. Invoices should be emailed in a pdf format direct to the address stated on the Purchase Order (usually this is the Corporate Shared Service Centre financewaginvoices@gov.wales) to ensure payments can be processed as quickly as possible (usually within 5 working days). Backing documents to support an invoice are to be sent along with a copy invoice to the Client Contract Manager.
- 30.5. The successful Bidder must provide a breakdown of all costs as required by the Client. The Client 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.
- 30.6. Copy invoices shall be issued within five working days of a request being made.
- 30.7. The successful Bidder shall perform regular internal audits to check for duplicate charges and / or payments and provide the Client with a report of all items identified on a quarterly basis, arranging appropriate refunds to the Client.

Payment Requirements

- 30.8. The Client will determine their preferred payment method as part of the account opening / implementation procedure.
- 30.9. The Client may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for goods and services.

E –PROCUREMENT CAPABILITY

- 30.10. The Client requires Bidders 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 Bidders using the eTrading system, and support is available to help Bidders in registering and using the system.

30.11. It may be a requirement, where requested by the Client to receive electronic Purchase Orders and send electronic Invoices and electronic Credit Notes via the eTrading system within one month of the request being made.

FAIR PAYMENT

30.12. UK government policy is to expect all public sector organisations to pay successful Bidders within 10 working days of the receipt of a valid and agreed invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that successful Bidders will be paid within 10 working days (although it should be recognised that it may take longer than 10 days).

30.13. The successful Bidder must pay their sub-contractors / consortium members within a maximum 30 days of the receipt of a valid invoice. The Client will be in contact with sub-contractors / consortium members to ensure Fair Payment is observed. Bidders are encouraged to sign up to the Prompt Payment Code [PPC – Small Business Commissioner](#)

31. CHANGES TO THE SPECIFICATION

31.1. This specification sets out the Client's service requirements. During the Contract Period it is anticipated that these requirements may be refined with the aim of achieving best value for money for a quality output.

31.2. Changes to the specification will be implemented in accordance with the procedure set out in Condition 35 (Change Control) of the Welsh Government's Standard Conditions of Contract for Services.

32. STANDARD CONDITIONS OF CONTRACT

The Welsh Government's Standard Conditions of Contract for Services (SCON-Services) (version 1.2) shall apply to the Contract. The Bidder must agree to these as part of its tender response. These are standard conditions for all contracts – even if the Bidder considers that particular conditions are not relevant or applicable, there is no need to delete and/ or make any amends.

