



**Invitation to Tender for Provision of Furniture Solutions Framework  
NPS-CFM-0092-18**

**SECTION 4 – SPECIFICATION**

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**Part 1 - General**

**1 Background**

- 1.1 The purpose of this document is that NPS on behalf of the Welsh public sector wishes to establish a collaborative framework Agreement (“Agreement”) for the provision of Furniture Solutions to the public sector in Wales (“Organisations”).
- 1.2 The current Provision of Furniture Solutions Framework (NPS-CFM-0006-14) expires on 30 November 2019.
- 1.3 The procurement exercise is being conducted by The National Procurement Service (NPS), which is hosted by the Welsh Government. Further information on NPS can be accessed at the link below:  
<http://npswales.gov.uk/?skip=1&lang=en>
- 1.4 As a consequence of the Government of Wales Act 2006, the contracting party will be the Welsh Ministers, hereafter referred to as “the Client”.
- 1.5 The contract will be subject to new General Data Protection Regulation (GDPR) to ensure you are familiar with the legislation and your obligation please refer to guidance from the Information Commissioner’s Office  
<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr>

## 2 Scope

- 2.1 The Agreement will be for a period of four years with Break Clauses allowing the Client to terminate the Agreement at its absolute discretion at the end of years two and three. The anticipated start date is February 2020.
- 2.2 The Agreement will cover the supply of the following commodities but not limited to:

Lot Name	Product Areas
Lot 1 – Office Furniture	Operator Chairs; Free Standing Chairs; Desks; Office Storage and Metal storage
Lot 2 – Education Furniture	Polypropylene Chairs; Classroom Tables; Staff Furniture and Educational Storage
Lot 3 – Furniture (Reserved Lot)	General Furniture Requirements

- 2.3 The scope of the Agreement will also include the following service elements alongside the provision of furniture products; space planning; site surveys; delivery; installation; and maintenance.

## 3 Definitions

- 3.1 “Client” means the Welsh Ministers or any contracting authority in Wales as identified in the OJEU contract notice.
- 3.2 “Delivery” means Goods delivered to Client locations.
- 3.3 “Supplier” means the Organisation supplying the Goods and Services.

## 4 Customers

- 4.1 The list of organisations eligible to use the Agreement can be found in the Suppliers attachments area of the ITT. Those organisations are not legally bound to use the Agreement.
- 4.2 Organisations not named in the Suppliers attachments area of the ITT will not be eligible to use the agreement, as this will breach the European Procurement Directives.
- 4.3 The successful supplier(s) will be expected to actively market the Agreement to those organisations listed in the Suppliers attachments area of the ITT.

## 5 Estimated annual quantity and value

- 5.1 The Agreement will not be for any fixed quantity or value. However, for information purposes, the table below gives an indication of the Organisations that have used the current Provision of Furniture Solutions Agreement during the financial year April 2018 to March 2019, along with an indication of the expenditure captured during that period.

Sector	Total reported expenditure (excluding VAT)
Fire Services	£32,768
Further Education	£355,456
Government Agencies	£6,474
Health	£583,794
Housing	£5,119
Local Authorities	£1,196,885
Other	£54,410
Police	£481,526
Schools	£329,615
Welsh Government	£2,175,920
Welsh Government Sponsored Bodies	£22,100
<b>Grand Total</b>	<b>£5,244,067</b>

- 5.2 Spend information for Housing Associations, Schools, Town & Community Councils and Voluntary Organisation sectors is not captured for individual organisations and is therefore aggregated and reported as a total.
- 5.3 The estimated total Agreement value based on the last four years management information and consideration of wider spend in this area, excluding VAT is around £45m.
- 5.4 Tenderers should note that the values provided above are merely estimates, based on historic data and cannot be guaranteed. It should also be noted that the type of product purchased during the life of the Agreement may vary.
- 5.5 Nothing in this Invitation to Tender (ITT) or any Agreements awarded as a result of this ITT process shall place any obligation of any kind whatsoever on the Client or any other potential Organisations to purchase goods from the selected Supplier(s) to the exclusion of any other source of supply.
- 5.6 Tenderers must complete all Commercial and Technical questionnaires, relevant to the Lots for which they are bidding.

- 5.7 Tenderers should note that some Customers may have existing contractual agreements in place and following the conclusion of their individual agreements these Customers may utilise this National Procurement Service framework agreement for Furniture Solutions.
- 5.8 Organisations reserve the right to use more than one Supplier on the Agreement if they so wish.

## **6 Minimum qualification criteria**

- 6.1 Please note, as a minimum, Suppliers will need to meet the requirements set out in the Qualification questionnaire (Schedule 5.1). Failure to meet these requirements will disqualify the supplier from taking any further part in the tender evaluation process.
- 6.2 Tenderers responses to the Qualification questionnaire will be checked before Award of the Agreement and if any information is found to be false, the Tenderer will be excluded from the process.

## **Part 2 - Service Specification**

### **7 Lots**

- 7.1 The key objective of this procurement process is to secure an agreement for the Provision of Furniture Solutions that offers Organisations value for money and added value in the goods and associated services being provided. In order to do this, the requirements have been split into three separate Lots across four geographical zones.

The three Lots are as follows:

Lot 1 – Office Furniture

Lot 2 – Education furniture

Lot 3 – Furniture (Reserved Lot)

- 7.2 Each of these Lots are further separated across four geographical zones (based on County Boundaries. Any supplier who is in all four zones will automatically be able to supply on an all Wales basis (refer to the map in Instructions to Tenderers Appendix 2).

The four zones are as follows:

Zone 1 – (North Wales) – Isle of Anglesey, Conwy, Denbighshire, Flintshire, Gwynedd and Wrexham

Zone 2 – (Mid Wales) – Ceredigion and Powys

Zone 3 – (West Wales) – Pembrokeshire and Carmarthenshire

Zone 4 – (South Wales) – Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Merthyr Tydfil, Monmouthshire, Neath Port Talbot, Newport, Rhondda Cynon Taff, Swansea, Torfaen, and Vale of Glamorgan.

- 7.3 NPS expects to appoint a maximum of seven Framework Providers per zone for each Lot.
- 7.4 Further details on the service requirements of the Lots can be found in the following paragraphs.

### **8 Core Service requirements**

- 8.1 This Document (Section 4 – Specification) sets out the Core Service requirements that will apply to all Lots under the Agreement.

### **9 Delivery**

- 9.1 Prices submitted in this Tender should be on the basis of a delivered price.

- 9.2 However, delivery requirements will vary and Organisations within the Welsh public sector will wish to agree on specific delivery requirements with the successful Supplier(s). Deliveries will be accepted between 08:00 and 16:00 or as otherwise agreed between Customer and Supplier at the time of call off.
- 9.3 The Supplier shall provide a delivery service that covers **the whole or part** of the geographical area of the Zone tendered for.
- 9.4 The Customers will require the deliveries direct to site to be undertaken via dedicated delivery vehicles, suitable for the products ordered.
- 9.5 The successful Supplier(s), when at a Customer's premises, shall provide its employees with a form of identification that is acceptable to the Client and which employees shall display on their clothing at all times when they are at the location.
- 9.6 The Welsh Public Sector supports the "National Reverse in Safety Campaign" and Tenderers should note therefore that ALL vehicles delivering to Organisations (especially schools) should be fitted with reversing beepers.

## 10 Lead Times

- 10.1 The Client requires the Supplier to supply products from the Core Goods List for Lots 1-3 within a maximum lead time of three weeks from order receipt or in accordance with specific Customer requirements.
- 10.2 The Client requires the Supplier to supply non-Core products within lead times specified by the Customer at time of order.

## 11 Installation

- 11.1 The Supplier is required to include installation costs within the unit price of furniture supplied.
- 11.2 Upon request, the Supplier shall provide the Customer with a method statement for the installation of furniture and ensure items are installed as per the agreed programme.
- 11.3 The Supplier is responsible for off-loading and transference of products to the Customer's point of use. All packages must be securely marked to allow for easy identification for security purposes.
- 11.4 The Supplier shall be responsible for the conduct of staff attending a Customer's site. Any staff attending Customer premises must comply with any reasonable request from the Customer e.g. some customers may require evidence of Disclosure and Barring Service (DBS) checks. Failure to comply with these Customer requirements may result in the exclusion of staff from the site.
- 11.5 Suppliers shall ensure all installed product is fully assembled and in the agreed positions on completion.

- 11.6 The Supplier shall be responsible for the security of all Suppliers tools and equipment used to complete the installation in a workmanlike manner.
- 11.7 The Supplier shall be responsible for the removal of all packaging materials from site as the installation proceeds and ensure the site is left in a clean and tidy condition upon completion.
- 11.8 The Supplier shall take adequate measures to protect the building and its contents and will be responsible for any damage caused by the negligence of their staff.

## **12 Space Planning**

- 12.1 The Supplier shall view Customer premises and provide advice on suitable furniture specifications as required. Some Customers may require a more detailed space planning e.g. the supplier be required to work with maintenance and building contractors on larger refurbishment schemes.
- 12.2 The Supplier shall offer a free of charge space planning service for contracted products offered as part of the supply, delivery and installation package, comprising of 2D space plans.
- 12.3 In addition, the Supplier may offer 3D space plans and 3D animated virtual walkthroughs.
- 12.4 The Customer will bear no responsibility for costs incurred by the Supplier for Space Planning services provided for orders that do not reach fulfilment, unless described differently under a mini-competition.
- 12.5 Where the delivery of the Space Planning Service requires a visit(s) to the Customer's premises, the Customer will bear no travel, time or associated costs of the Supplier.
- 12.6 The Intellectual Property of any plans created by the Tenderer shall be treated in accordance with Section 40 of the Framework Agreement.

## **13 Site Survey**

- 13.1 The Supplier shall offer a free of charge site survey service to view Customer premises to establish the extent of works required, address site accessibility and provide advice to the Customer regarding suitable furniture specifications as required.
- 13.2 The free of charge site survey shall comprise of a filing/storage survey, ergonomic assessment and environmental impact assessment (when required and as described by the Customer).
- 13.3 The Customer will bear no responsibility for costs incurred by the Supplier for Site Surveys undertaken for orders that do not reach fulfilment, unless described differently under a mini-competition.

13.4 The Intellectual Property of the results of any site surveys conducted by the Tenderer shall be treated in accordance with Section 40 of the Framework Agreement.

## **14 Operating Instructions**

14.1 The Supplier shall provide operating instructions for each product supplied through the Agreement where appropriate.

14.2 The Supplier shall provide free of charge on-site assistance and product training for orders requiring installation, to ensure the Customer is aware of the features and functions available of individual products to ensure correct operation within Health & Safety guidelines.

## **15 Maintenance**

15.1 The Supplier shall ensure accessibility to service and spares for a minimum period of the warranty duration for each product.

15.2 The Supplier shall replace damaged or broken components arising from the intended normal use of the product through the duration of the warranty period.

15.3 Maintenance of furniture will be included as part of the product unit cost.

## **16 Minimum Industry Standards**

16.1 The goods supplied shall be respectively the best of their kind and comply to any European Standard or Specification or if none exists to a relevant British technical specification or British Standard implementing international standards, or British Standard Code of Practice or Public Authority Standard and shall be subject to the approval of the Customers. If materials or articles supplied are considered of inferior quality and/or not complying with the Specification or sample then they shall be removed by the Contractor at his own expense within two working days from the service of a notice from the Customer to do so and replaced with the correct goods within two working days at the Contractor's own expense.

## **17 Security**

The minimum standards are:

17.1 The successful supplier(s) will be required to comply with individual Organisations' Security Policies.

17.2 The supplier(s) will ensure that any confidential information is not disclosed inappropriately as a result of any of its acts or omissions, in accordance with all relevant legislation.

## **18 Minimum Order Quantity**

18.1 For this agreement, there will be a minimum order value of £50. The minimum order value does not apply to part deliveries.



18.2 Any goods orders and deliveries should be grouped together wherever possible to ensure unnecessary journeys are avoided taking into account the multiple delivery locations of customers.

18.3 The preferred method of ordering within the Welsh public sector varies from one Organisation to another and therefore the successful Supplier(s) will be expected to manage varying order patterns and processes from the Welsh public sector.

## **19 End of Life Disposal**

19.1 The Customer may request that the Supplier collects and disposes surplus furniture at end of life.

19.2 Suppliers will be expected to price the cost of this service per item in the Commercial Questionnaire (Schedule 5.3).

19.3 The Supplier shall offer a waste management service to remove surplus furniture and break down the product into separate material contents for recycling or disposal in an environmental manner.

The Supplier shall provide the Customer with a disposal certificate to provide auditable documentation certifying that the product has been disposed of in accordance with the requirements of the Environmental Protection Act 1990.

19.4 Waste materials deposited into landfill sites shall be in accordance with the Environment Agency Landfill Directive.

19.5 The Supplier shall offer alternative end of life disposal routes which may consist of a reuse service through themselves or a third party.

19.6 Further information in relation to this is contained in Part 4 of this specification.

## **20 Packaging**

20.1 The essential requirements are, in summary:

20.1.1 Packaging volume and weight must be the minimum amount to maintain the necessary levels of safety, hygiene and acceptance for the packed product and for the customer.

20.1.2 Packaging must be manufactured so as to permit reuse or recovery in accordance with specific requirements.

20.1.3 Noxious or hazardous substances in packaging must be minimised in emissions, ash or leachate from incineration or landfill.

20.2 Packaging must be sufficiently robust to ensure equipment is securely contained and must consist of readily recyclable materials, and/or materials taken from renewable resources.

20.3 All packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile)

20.4 Upholstery shall be covered in polythene wrap or similar sealed packaging to provide protection from water and dirt. Additional packaging shall be used to protect vulnerable product parts e.g. timber legs.

20.5 Packaging shall be of sufficient strength to allow the Customer to place the goods in storage and under reasonable conditions maintain adequate protection over the storage period.

20.6 Further information in relation to this is contained in Part 4 of this specification.

## **21 Supply Chain Management**

21.1 NPS is keen to encourage Suppliers to review their supply chain to identify areas where value for money and value added services could be improved by working with/sourcing from Small and Medium Enterprises (SMEs), Social Businesses and Third Sector Organisations at a second tier level. Where appropriate, the successful Supplier(s) will be expected to carry out this review and share the results with NPS.

21.2 NPS is keen to encourage Suppliers to review their supply chain to identify areas where they can work with Supported Businesses. The Client will expect successful suppliers to identify Supported Businesses operating in this product area.

21.3 Suppliers shall provide information detailing the percentage breakdown of the number of and cost of goods provided originating in Wales, upon request of the Client.

## **Part 3 – Commodity Specification**

### **22 Core Goods**

22.1 Core Goods are those goods specified in the Commercial Envelopes for each product lot, under the following areas:

<b>Lot Name</b>	<b>Product Areas</b>
Lot 1 – Office Furniture	Operator Chairs; Free Standing Chairs; Desks; Office Storage and Metal storage
Lot 2 – Education Furniture	Polypropene Chairs; Classroom Tables; Staff Furniture and Educational Storage
Lot 3 – Furniture (Reserved Lot)	General Furniture Requirements

22.2 Prices submitted for Core Goods shall cover a range of standard colours. Any additional expense for non-standard colours requests will be dealt with on a case by case basis.

22.3 To note, where British or European standards are quoted in the following paragraphs, if they are not the most up to date standards then Suppliers are responsible for ensuring compliance with current standards.

### **23 Office Furniture – Lot 1**

#### **23.1 Office Seating**

This section details the Client's technical requirements for a range of trade pattern office seating and desking, including pedestal seating; meeting room seating; and breakout area seating.

#### **23.2 Pedestal Operator Seating**

Supplier(s) shall supply pedestal operator chairs to satisfy two specification bands; a standard (mid-level) band and a premium (high-level) band. Please see Table 23.2.2 for general guidance on the product bands required.

<b>TABLE 23.2.2 Band 1 – Standard (Mid-Level)</b>	
<b>Mandatory</b>	<b>Optional</b>
Fully upholstered with an attached plastic shell or mesh construction	Independent seat tilt option and body weight tension adjustment
Vinyl covering with current anti-microbial standards	Medium or high back
Manual back height and rake adjustment	Medium or high back
Height adjustable swivel seat (gas lift)	

Seat slide mechanism	
Adjustable arms (height and width)	Upholstered arm pads
Seat and back tension adjustment	
Plastic base	Polished or painted aluminium base
<b>Band 2 – Premium (High-Level)</b>	
<b>Mandatory</b>	<b>Optional</b>
High back chair, fully upholstered or with an attached plastic shell or mesh construction	Medium back
Vinyl covering with current anti-microbial standards	
Manual back height and rake adjustment	
Height adjustable swivel seat (gas lift)	
Seat slide mechanism	
Adjustable arms (height, width, depth and angle)	Upholstered arm pads
Seat and back tension adjustment	
Seat and back independent adjustment or free float mechanism	
Adjustable lumbar support for the lower region of the back rest	Headrest
Plastic base	Polished or painted aluminium base

- 23.3 Chair dimensions shall be in accordance with BS EN 1335-1:2000.
- 23.4 All pedestal operator chairs shall comply with BS EN ISO 9241-5:1999 ergonomic requirements for office work with visual display terminals (VDTs).
- 23.5 All pedestal operator chairs shall comply with the safety requirements of BS EN 4875-1:2001.
- 23.6 All castors should be replaceable and comply with BS EN 12529:1999.
- 23.7 Chair adjustments shall be possible from an upright seated position.
- 23.8 Suppliers may offer a range of trade pattern pedestal operator chairs with upholstered or mesh seat and back.
- 23.9 Component parts shall be able to be replaced without the need for specialist tools and shall be readily available from the Supplier.

## 24 Free Standing Chairs

- 24.1 Meeting room seating shall comply with the requirements for non-domestic seating to test level 2 BS EN 15373:2007 or BS EN 4875-8:1998.
- 24.2 Suppliers shall offer a range of trade pattern timber and/or steel tube meeting room seating with a variety of frame options including but not limited to cantilever, four post, sled frames etc.

- 24.3 Timber frames shall be rigid and true and shall be of prime quality and conditioned to a moisture content of 10% +/- 2%.
- 24.4 Suppliers shall offer a range of trade pattern meeting room seating with upholstered, polypropylene or mesh seat and back.
- 24.5 Suppliers may offer stackable meeting room furniture with timber or steel tube frame options.
- 24.6 Seating may be supplied with or without arms and shall be ergonomically designed for comfort.
- 24.7 Component parts shall be easily replaceable.

## 25 Office Desking

- 25.1 This section details the Client's technical requirements for a range of trade pattern office desking, conference & meeting room tables, desk screens and monitor arms.
- 25.2 Desks and Workstations

Suppliers shall supply a range of desks and workstations to satisfy two specification bands. Please see Table 25.2.1 for general guidance on the product bands required.

<b>TABLE 25.2.1</b>	
<b>Band 1 – Standalone Desk</b>	
<b>Mandatory</b>	<b>Optional</b>
Stand-alone desk with a panel end, cantilever leg frame in square or rectangular tube or an individual leg frame design	Desk based screen facility
Cable management facility	
Screen attachment facility	
MFC (or equivalent) or a veneered top	
Height Settable	
Facility to link with other desks/tables	
<b>Band 2 – Systems Desking</b>	
<b>Mandatory</b>	<b>Optional</b>
Design led under-frame construction with shared components	
MFC (or equivalent), timber veneered, or HPL/CPL laminate in various finishes	
Desk based screen facility suitable for a wide range of accessories	
Height Settable	
Cable Management Facility	

- 25.3 Suppliers shall offer a range of desks and workstations product options, including but not limited to straight edge, single wave, left/right hand radial etc in accordance with BS 527-1:2000; BS 527-2:2002; BS 527-3:2003.
- 25.4 Suppliers shall offer height settable desks and workstations. The Supplier shall ensure the desk height is set by qualified personnel on installation.
- 25.5 Desk height should be set as 728mm as standard.
- 25.6 Suppliers may offer manual height adjustable desks and workstations.
- 25.7 Suppliers shall offer desking in a range of finishes and dimensions in accordance with Customer requirements.
- 25.8 Cable management shall satisfy BS 6396: 2008.
- 25.9 All desking should be constructed to facilitate ease of dismantling, relocation and reconfiguration.

## **26 Conference & Meeting Room Tables**

- 26.1 Suppliers shall offer a range of trade pattern conference & meeting room tables which satisfy performance requirements in accordance with BS EN 15372:2008 Level 2 (General).
- 26.2 Suppliers shall offer a range of conference & meeting room tables in various dimensions and finishes to suit with desk ranges offered.
- 26.3 Suppliers shall offer trade pattern ranges including but not limited to square, rectangular, trapezoidal and circular designs in various dimensions.
- 26.4 Suppliers shall offer a choice of MFC or equivalent top finishes including but not limited to oak, beech, maple etc.
- 26.5 Suppliers shall offer a choice of veneered top finishes including but not limited to oak, beech, maple etc.
- 26.6 The under-frame design shall be approximately 740mm  $\pm$  20mm high.
- 26.7 A table linking system shall be included within the design allowing for the tables to be connected forming larger conference areas. The linking system shall be easy to use without the need for specialist tools.
- 26.8 Suppliers may offer a range of mobile tilting-top tables and accessories to allow for various configurations.
- 26.9 The under-frame shall be manufactured from fabricated steel or alloy (cast) sections and fitted with lockable castors complying with BS EN 12529:1999.

## **27 Desk Screens**

- 27.1 Suppliers shall offer a range of trade pattern desk-mounted and freestanding office screens (with or without cable management), complete with screen accessories.
- 27.2 Suppliers shall offer the option of pinnable panels for use with the desk screens.
- 27.3 All screens shall satisfy the requirements of BS EN 1023-1:1997 and BS EN 1023-2:2000.
- 27.4 Screen fabrics and substrate shall satisfy ignition source requirements in accordance with BS 7176:2007 + A1:2011 to Medium Hazard.
- 27.5 Screen fabrics shall conform to BS 476-7:1997 to a minimum level of Class 1.
- 27.6 Suppliers may offer a range of stackable straight and curved screens.
- 27.7 Cable managed screens shall satisfy the requirements of BS 6396:2008.

## **28 Monitor Arms**

- 28.1 Suppliers may offer a range of monitor arms for flat screen use.
- 28.2 Suppliers trade pattern monitor arms shall satisfy the approximate dimensions of the products detailed below:
- 28.3 Monitor arms shall either be desk-mounted or screen-mounted.
- 28.4 Monitor arms shall be suitable for use with monitors weighing up to 8kg.
- 28.5 Monitor arms shall allow full rotation and swivel of the monitor screen with height adjustment within a range of 210mm.
- 28.6 Monitor arms shall be either single arm or articulated design.

## **29 Reception Desks**

- 29.1 Suppliers may offer a range of reception desks compliant with the Disability Discrimination Act 1995 (Amendment) Regulations 2003 in both modular and bespoke designs.
- 29.2 Products should be offered in various timber finishes and shall satisfy relevant British or European standards where appropriate.

## **30 Office Storage**

- 30.1 This section details the Client's technical requirements for a range of trade pattern office storage including filing cabinets, cupboards and desk pedestal units.
- 30.2 Suppliers shall offer trade pattern ranges of storage including a range of timber or steel storage to suite with offered desking including but not limited to mobile

and fixed desk pedestal units, side filers, door fronted storage, tambour fronted storage and filing cabinets etc.

- 30.3 Storage products shall satisfy the safety requirements of BS EN 14073-2:2004.
- 30.4 Storage products shall conform to BS EN 14073-3:2004.
- 30.5 All storage options should be lockable as standard.
- 30.6 Suppliers shall offer storage options which are available in a variety of RAL colour options to satisfy Customer requirements. Standard colour options shall be specified within your tender.
- 30.7 Suppliers shall provide details of available internal components for use with the ranges offered.
- 30.8 Suppliers shall ensure a safety loading label is supplied with the product to provide users with the necessary safety information for the correct use of as appropriate.
- 30.9 Drawer runners shall be used to the full extension to allow full use of the drawers.
- 30.10 Master keys and barrel change keys shall be available to customers when requested.

### **31 Educational Furniture – Lot 2**

- 31.1 Educational Furniture shall satisfy the BS EN 1729 specification for Size Marks as set out below:

<b>Size Mark</b>	<b>Age</b>	<b>Seat Height</b>	<b>Table Height</b>
0	Up to 3 Years	21 cm	40 cm
1	3-4 Years	26 cm	46 cm
2	4-6 Years	31 cm	53 cm
3	6-8 Years	35 cm	59 cm
4	8-11 Years	38 cm	64 cm
5	11-14 Years	43 cm	71 cm
6	14 - Adult	46 cm	76 m

### **32 Educational Seating**

- 32.1 This section details the Client's technical requirements for a range of trade pattern educational seating including classroom chairs and soft seating.
- 32.2 Seating shall satisfy BS EN 1729-1:2006 and BS EN 1729-2:2006.
- 32.3 Classroom seating shall be available over Size Marks 0 – 6.
- 32.4 Classroom chairs shall have the ability to be stacked for storage purposes.



- 32.5 Component parts shall be readily available from the Supplier and shall be replaced on the product with the minimum level of disruption.

### **33 Educational Tables**

- 33.1 This section details the Client's technical requirements for a range of trade pattern educational tables including classroom tables, exam desking and staff desking.
- 33.2 Suppliers shall offer a range of classroom tables that satisfies the requirements of BS EN 1729-1:2006 and BS EN 1729-2:2006.
- 33.3 Suppliers shall offer a range of finishes in accordance with the Customer's requirements.
- 33.4 Education tables shall be available over a range of Size Marks.
- 33.5 Exam desks should be foldable and/or have the ability to be stacked for storage purposes.

### **34 Educational Storage**

- 34.1 This section details the Client's technical requirements for a range of trade pattern educational storage units including cupboards, lockers and tray units.
- 34.2 Suppliers shall offer trade pattern ranges including timber or steel storage to suite with offered chairing and tables that comply with BS 5873-4:1998.
- 34.3 Suppliers shall offer storage options which are available in a variety of RAL colour options to suit the Customer's requirements.
- 34.4 The following sections, 35 to 45, apply to all product Lots.

### **35 Construction**

- 35.1 Items shall be of sound construction and produced in a workmanlike manner using good and accepted trade practices.
- 35.2 All items shall be constructed to be durable and fit for the purpose.
- 35.3 Solid and veneer timber shall be trimmed to exclude sapwood.
- 35.4 Veneer and laminate surfaces shall be fully bonded to the substrate with an appropriate intermediate layer of equal strength.
- 35.5 The product design should enable the easy replacement of component parts if required.

### **36 Metalwork**

- 36.1 Metal items manufactured from sheet steel, tube or square section shall be sound and fit for purpose.

- 36.2 All welding shall be neatly and correctly executed with full penetration.
- 36.3 All welding shall be free from distortion, oxidation arcing, blowholes or any other similar defects.
- 36.4 The size of weld shall be appropriate to the thickness of the work piece and strength for application.
- 36.5 All notching shall fit accurately with mating components.
- 36.6 All flanges shall be smooth and free from any imperfections.
- 36.7 All burrs and sharp edges shall be removed.

### **37 Upholstery**

- 37.1 All upholstery shall be accurately and neatly fitted with staples spaced correctly.
- 37.2 The underside of each chair or seat platform shall be covered.
- 37.3 No sharp edges shall be felt through the FR Top Cover fabric.
- 37.4 Products shall be free from loose threads and material protrusions or fastenings which may cause discomfort.

### **38 Fabric and Ignition Source**

- 38.1 Upholstered furniture of a fabric and foam composite shall satisfy BS 7176:2007 + A1:2011 to Medium Hazard.
- 38.2 All fillings must meet the ignition resistant requirements of the Furnishing (Fire) (Safety) Regulations 1988 or Annex A to E of BS 7176:2007 + A1:2001.
- 38.3 Fabric shall conform to BS 2543:2004 Section 4 grading designation SC Severe Contract; however Suppliers may offer contract quality fabrics of a lower designation to meet customer specific requirements where appropriate.
- 38.4 Fabrics shall have a permanent fire retardant treatment that will be durable in use for the expected life of the fabric.
- 38.5 Combustion modified foam filling materials shall meet the requirements detailed in BS 3379:2005 + A1:2011 Class V for seats and Class S for backs. Foam densities shall be appropriate to the intended use.
- 38.6 All foam must be combustion modified as defined in Schedule 1 to statutory Instrument: 1988 No. 1324, Consumer Protection, The Furniture and Furnishing (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993).
- 38.7 The Supplier shall offer seating for office use to satisfy Low Hazard level where appropriate.

- 38.8 Seating manufactured with a mesh fabric or plastic seat and back shall satisfy Clause 12 of BS 5852:2006 sources 0, 1 and 5.
- 38.9 Suppliers must provide test certificates for each filling and fabric composite offered, when requested.
- 38.10 All products supplied to NHS Trusts and Healthcare premises shall satisfy: Firecode – Fire Safety in the NHS. The Health Technical Memorandum – HTM 05-03 Part C: Textiles and Furnishings; 2007, or the latest version of this document.

### **39 Substrates**

- 39.1 All wood particleboard used in the construction of the items shall comply with the requirements specified in BS EN 312:2010 Particleboards Specifications Type P2 Requirements for boards for interior fitments (including furniture) for use in dry conditions.
- 39.2 Any MDF used in the construction of the items shall comply with the Type MDF.LA requirements specified in BS EN 622-5:2009 Fibreboards Specifications Part 5 Requirements for dry process boards (MDF).
- 39.3 Particleboard and MDF shall meet requirements for Class E1 formaldehyde release as specified in BS EN 622-1:2003 Fibreboards Specification Part 1 General requirements.

### **40 Finish**

- 40.1 All finishing material shall be suitable for the base materials used and where appropriate, have good anti-corrosive protection.
- 40.2 Finish shall be smooth, free from runs, orange peel, extraneous matter or any other imperfections.
- 40.3 All fixtures and fittings shall have an anti-corrosive finish.
- 40.4 Timber Finish
- a) Solid timber shall be prime quality, conditioned to moisture content of 10% +/- 2%.
  - b) Solid timber finish shall be straight grain and, where appropriate, match veneer selected for mild figure, straight grain and uniformity of colour.
- 40.5 Metal Finish
- a) All metalwork shall be smooth, free from runs, orange peel, extraneous matter or any other imperfections.
  - b) Pigmented finishes shall satisfy the requirements of BS 3900 to comply with the following test standards:

- c) Scratch Test: BS EN 1518:2011 - The finished panel shall withstand a needle weight of 3000g without penetration to the substrate.
- d) Cross Cut Test: BS EN ISO 2409:2007, BS 3900, Part E6: 2007 – The spacing of the cuts in each direction shall be 2mm. An adhesive tape, similar to sellotape, adhered to the surface by a firm even pressure and removed with a smooth action, manually or mechanically, at a rate of 20mm/s to 50mm/s. The test shall meet classification “0”.
- e) Impact Test: BS 3900, Part E3: 1973 - Indentation to a depth of 2.5mm, coated surface uppermost, and no damage to the finish shall be seen.
- f) Bend Test: BS EN ISO 6860:2006, BS 3900, Part E11:2006 (Conical Mandrel) – No loss of adhesion or cracking beyond 25mm from apex cone.

#### **41 Reused Furniture**

- 41.1 Reused furniture consists of items of furniture that have been either manufactured using components from other used furniture products; or used and include an element of repair or reconditioning.
- 41.2 Reused furniture must meet the minimum specifications and industry standards as detailed above.
- 41.3 Original furniture items that are repaired and reconditioned shall be provided from other sources of supply than the Customer.
- 41.4 Customers may source a range of options including remanufactured with a core sourced from the second hand market and/or remanufactured with a core sourced from a client’s stock/estate.

#### **42 Timber Procurement Policy**

- 42.1 All timber or timber related products must fully comply with the United Kingdom Government Timber Procurement Policy and are purchased from legal and sustainable sources and accompanied by full chain of custody evidence. This policy can be found online at:  
<http://www.cpet.org.uk/uk-government-timber-procurement-policy>
- 42.2 All Timber products will be required to be either – The Forest Stewardship Council (FSC) or The Programme for the Endorsement of Forest Certification (PEFC) certified; as well as ensuring: "Only timber and wood-derived products originating from an independently verifiable Legal and Sustainable source (which can include from a licensed Forest Law Enforcement, Governance and Trade (FLEGT) partner) will be demanded for use on the government estate – appropriate documentation will be required to prove it".
- 42.3 All Timber and wood-derived products supplied or used by the supplier (including all Timber and wood-derived products supplied or used by sub-

contractors) shall originate from legal and sustainable sources ensuring that Timber related products are sourced only from forests where:

- a) The forest owner/manager holds legal use rights to the forest. Where there is compliance with all relevant local and national legal requirements, where all relevant royalties and taxes are paid and where there is compliance with the requirements of CITES.
- b) Harm to ecosystems is minimised.
- c) Productivity of the forest is maintained.
- d) Forest ecosystem health and vitality is maintained, including adequate protection of the forest from unauthorised activities such as illegal logging, mining and encroachment.
- e) Biodiversity is maintained including protection of rare, threatened and endangered species and conservation of key ecosystems or habitats in their natural state and the protection of features and species of outstanding or exceptional value.
- f) Legal, customary and traditional tenure and use rights related to the forest are identified, documented and respected; where mechanisms for resolving grievances and disputes are in place and where the basic labour rights and health and safety of forest workers.
- g) Safeguarding the basic labour rights and health and safety of forest workers.

42.3 The Client will require documentation to prove the above in the form of:

- a) Certification under a scheme recognised by CPET1 including the Forestry Stewardship Council (FSC) and the Programme for Endorsement of Forest Certification scheme (PEFC) or,
- b) Other documentary evidence that provides assurance that the source is legal & sustainable as summarised above and defined by CPET in detail.

### **43 Quality Management**

- 43.1 Tenderers must confirm in the Qualification questionnaire (Schedule 5.1) if they have an appropriate quality management system such as ISO 9001 or equivalent.
- 43.2 Quality Management of suppliers is evaluated via a question in the technical envelope of the ITT.
- 43.3 Some Clients may request further evidence of quality management systems such as ISO 9001 or equivalent, through a further mini-competition. This would be an additional requirement for specific Clients and is not a core requirement of the Framework Agreement as a whole.

#### **44 Availability of Goods**

- 44.1 If any item of Goods becomes unavailable during the lifetime of the Agreement (e.g. through technology change or obsolescence), then the Supplier must make available a replacement item which provides at least equal or superior quality to the item being replaced at a cost not exceeding the price of the item being replaced.
- 44.2 Any proposed replacement items must be approved by the Contract Manager or the Customer.
- 44.3 Suppliers must take all reasonable steps to ensure that they are able to supply Core Goods to meet all reasonable order demands.

#### **45 Samples**

- 45.1 Tenderers may (at their own cost and expense) be requested to provide samples of Goods to the Organisations as part of a collaborative and non-collaborative mini competition post award of the Agreement.
- 45.2 The samples will be tested for their suitability in respects of the Organisation's specification. The testing will be subject to a pass/fail exercise to determine whether the samples meet the customer's requirement and are 'fit for purpose'. The conclusion of this exercise may result in Tenderers not proceeding through to the evaluation stage of the mini competition.
- 45.3 Samples should not be sent until specifically requested by an Organisation. Delivery details will be provided at the time of the request.
- 45.4 When samples are requested, they must be provided within five working days of a written/e-mailed request. Failure to comply may result in the bid being rejected as part of a mini competition.
- 45.5 All subsequent deliveries of the Goods must be in accordance with the sample accepted. Any alternative item must be agreed by the Organisation and shall be equal in quality or better than the approved samples.
- 45.6 Tenderers must confirm in the Qualification questionnaire (Schedule 5.1) that they can provide product samples free of charge within five working days of a request.

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

## **46 Context**

- 46.1 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.
- 46.2 You can read about the Act here:  
<http://gov.wales/topics/people-and-communities/people/future-generations-act/>
- 46.3 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/>
- 46.4 Under the Act, ‘sustainable development’ means: “The process of improving the economic, social, environmental and cultural well-being of Wales by taking action, in accordance with the sustainable development principle, aimed at achieving the well-being goals.”

## **47 The Sustainable Development Principle**

- 47.1 To act “in accordance with the sustainable development principle”, you must:
- a) 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);
  - b) 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);
  - c) 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);
  - d) 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).
  - e) Consider how doing things that prevent or mitigate problems can also contribute to the well-being objectives of the Client or another public body (a preventative approach).
- 47.2 These approaches are covered in more detail in the statutory guidance at the link above.

## 48 The Well-Being Goals

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

a) [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.

b) [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).

c) [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.

d) [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).

e) [A Wales of Cohesive Communities](#)

Attractive, viable, safe and well-connected communities.

f) [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.

g) [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.

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

## 49 The Well-Being Objectives



49.1 The successful Service Provider(s) will be under contract with the Client, and identifying which of the Client's well-being objectives you can contribute to is the easiest way to show how you can help meet the organisation's aims.

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

49.2 The well-being objectives are:

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

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

## 50 Community Benefits

50.1 There will be a non-core approach to Community Benefits which will be evaluated as part of the tender process. Responses will not be scored however any details provided will be included in the Agreement. The Service Provider(s) will be expected to deliver and report on the subsequent delivery of Community Benefits detailed in their Method Statement, throughout the life of the Contract.

50.2 The Community Benefits Policy has key strategic priority areas that align with the Well-Being of Future Generations Act and the Client's Well-Being

Objectives. The priority areas that the Client wants you to focus on in your Community Benefits proposal are:

- i. Training and recruitment opportunities for the long term economically inactive/ disadvantaged groups, including Worklessness (Welsh Government Lift Programme), and/or graduates, under graduates placements and/or trainees, and/or Apprenticeships etc. Bidders should consider opportunities for recruiting and training these groups as part of the workforce delivering this Contract. If so required by an Organisation the Service Provider(s) may also be required to forward details of any externally advertised vacancies to Job Centre Plus.
- ii. Retention and training for the existing workforce
- iii. Promotion of Environmental Benefits
- iv. Promotion of Social Businesses
- v. Contributions to Education, Numeracy, Literacy and STEM subjects (Science, Technology, Engineering and Maths subjects)

50.3 Other social benefits include:

- i. The Service Provider(s) will be encouraged to secure other positive outcomes that would benefit the community they operate within, for example:
- ii. Working with local schools and colleges to provide work experience opportunities and work placements; support for careers days; etc.
- iii. Contributing to community regeneration Schemes.

50.4 Innovation is encouraged and the list detailed at 50.3 and 50.4 is not exhaustive.

50.5 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.

50.6 The successful Bidder must work with the Client's Contract Manager to maximise the community benefits delivered throughout the Contract term. The Service Provider(s) will appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefits. The Community Benefit Proposal should be included for regular review meetings.

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

## **Employment**

- Job Centre Plus Website: <http://www.gov.uk>
- Careers Wales Website: [www.careerswales.com](http://www.careerswales.com) / Telephone: 0800 028 4844.

### **Social Businesses**

- Wales Cooperative Centre Website:  
<https://wales.coop> / Telephone: 0300 111 5050 / Email:  
[info@wales.coop](mailto:info@wales.coop)
- Social Firms Wales Website: <http://www.socialfirmswales.co.uk>  
Email: [members@socialfirmswales.co.uk](mailto:members@socialfirmswales.co.uk)
- Wales Council for Voluntary Action Website:  
<https://www.wcva.org.uk> Email: [help@wcva.org.uk](mailto:help@wcva.org.uk)  
Telephone: 0300 111 0124

### **Contributions to Education**

- Techniquet- Email: [info@techniquet.org](mailto:info@techniquet.org) / Telephone: 029 2047 5475
- Techniquet Glyndwr - Email: [info@tqg.org.uk](mailto:info@tqg.org.uk) / Telephone: 01978 293400
- Future Generations Commissioner for Wales –  
<https://futuregenerations.wales>  
Email – [contactus@futuregenerations.wales](mailto:contactus@futuregenerations.wales)

## **51 Post Award**

- 51.1 As part of this Contract, the Service Provider(s) must report progress in this area to the Client on an annual basis. This will be built into your Key Performance Indicators and monitored on an ongoing basis via regular performance meetings.
- 51.2 The Service Provider(s) will endeavour to work with the Client's Better Jobs Closer to Home team to deliver a range of Government Policies that are designed to target prosperity for areas of high deprivation in Wales. The Service Provider(s) will be expected to work the Better Jobs Closer to Home team to identify opportunities to positively impact on citizens in areas of high deprivation and joblessness.

## **52 The Living Wage**

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

<https://www.livingwage.org.uk>

### 53 Code of Practice – Ethical Employment in Supply Chains

- 53.1 The Service Provider(s) shall, and shall procure that its sub-Contractors shall, comply with the Client's Code of Practice for Ethical Employment in Supply Chains.
- 53.2 No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. The Client in its statutory duty to promote equality has led to the development of a distinctive equality agenda in Wales. This drives all our strategic policies and ensures that our practices reflect an equality of opportunity.
- 53.3 The Service Provider(s) will therefore be expected to comply with legal duties as a minimum to ensure non-discrimination. The promotion of equality and diversity is mandatory and will be an integral part of decision-making and actions for the Service Provider(s).
- 53.4 Suppliers delivering under this Framework Agreement will be expected to sign up to the Welsh Government Code of Practise for Ethical Employment in the Supply Chain

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

### 54 Further Help and Guidance

- 54.1 The link below provides more information on Community Benefits: - <http://prp.wales.gov.uk/planners/general/strategy/procstrat/communitybenefits/> or email [communitybenefits@gov.wales](mailto:communitybenefits@gov.wales).  
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 below table for details:

Name	Telephone	E-Mail	Web Address
Job Centre Plus	08456 012001		<a href="http://www.gov.uk/jobcentre-plus-help-for-recruiters">www.gov.uk/jobcentre-plus-help-for-recruiters</a>
Careers Wales	0800 1830283		<a href="http://www.careerswales.com">www.careerswales.com</a>
Sell2Wales	01792 765837		<a href="http://www.sell2wales.gov.wales">www.sell2wales.gov.wales</a>

Go Wales Graduate Skills for Business	0845 225 6050	<a href="mailto:info@gowales.co.uk">info@gowales.co.uk</a>	<a href="http://www.gowales.co.uk">www.gowales.co.uk</a>
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## 55 Economic Development

- 55.1 The Service Provider(s) will be expected to support the local and wider economy in Wales through the provision of this Service for the duration of the Framework Agreement and subsequent call-off contracts.
- 55.2 The Service Provider(s) will be expected to maximise supply chain opportunities for Local SMEs and Social Businesses / Third Sector Organisations.
- 55.3 The Service Provider(s) will be expected to work with the Client to open up opportunities for Welsh SMEs, and Micro Businesses including social enterprises, to Bid for 2<sup>nd</sup> and 3<sup>rd</sup> tier supply chain opportunities arising from this Contract. It is expected this will include:
- i. Advertising sub-Contracting opportunities on Sell2Wales (tier one supply chain) where applicable;
  - ii. Using the Welsh Government's Business Wales to hold 'Meet the Buyer' events to introduce new businesses.
- 55.4 The Service Provider(s) will look to appoint a minimum of 90% sub-Contract opportunities to SME, Social Businesses and Micro Contractors operating in Wales.

## 56 Modern Slavery

- 56.1 Modern Slavery can be used to denote human trafficking, forced labour and slavery-like practices such as debt bondage or the retention of wages and personal identification documentation.
- 56.2 In order to address Modern Slavery in the Supply Chain, The Modern Day Slavery Act came into force on 26th March 2015.
- 56.3 The Act consolidates slavery and trafficking offenses and introduces tougher penalties and sentencing rules and ensures that the main offences are subject to the toughest asset recovery regime under the Proceeds of Crime Act 2002.

- 56.4 The consolidation means that the National Crime Agency, the Police and other law enforcement agencies have the means to pursue, disrupt and bring to justice those engaged in human trafficking, slavery, servitude and forced or compulsory labour.
- 56.5 In terms of addressing Modern Slavery within and through a Supplier's Supply Chain, a clause (clause 6) was included that requires organisations to report on the process and due diligence taken to ensure that their Supply Chains are slavery free.
- 56.6 The Transparency in Supply Chains clause came into force in October 2015 and requires all Organisations with a turnover of >£36million to produce and publish a slavery and human trafficking statement each financial year.
- 56.7 The statement is a summary of the steps the organisation has taken during the financial year to ensure that slavery and human trafficking is not taking place in any part of its business or its supply chains. The statement needs to be published regardless of whether any steps have been taken or not as follows:
- 56.8 A statement of the steps the organisation has taken during the financial year to ensure that slavery and human trafficking is not taking place:
- i. In any of its supply chains, and
  - ii. In any part of its own business, or
  - iii. A statement that the organisation has taken no such steps.
- 56.7 There is no specific format for reporting but the statement should include:
- i. The organisations structure, its business and its supply chains;
  - ii. Its policies in relation to slavery and human trafficking;
  - iii. Its due diligence process in relation to slavery and human trafficking and its business and supply chains;
  - iv. The parts of its business where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;
  - v. Its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate;
  - vi. The training above slavery and human trafficking available to its staff.
- 56.8 Guidance is also given on who in the organisation should sign off the statement as follows:
- i. If the organisation is a corporate body other than a LLP, the statement must be approved by the Board of Directors (or equivalent Management body) and signed by a Director (or equivalent);
  - ii. If the organisation is a LLP, the statement must be approved by the members and signed by a designated member;

- iii. If the organisation is a Limited Partnership registered under the Limited Partnerships Act 1907, the statement must be signed by a general partner;
- iv. If the organisation is any other kind of partnership, it must be signed by a partner.

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

56.10 Modern Slavery is particularly relevant to this sector as some of the Goods/Services to be delivered as part of this framework are manufactured in countries vulnerable to modern slavery practices.

56.11 The Framework will seek to address this by requiring the successful Supplier to produce a Modern Slavery Statement in the form mentioned in the above points both at time of tender and also during an annual review. Suppliers will not be scored or evaluated on the statement but producing one will be acknowledging its importance to their business activities.

56.12 The successful Supplier must ensure that their supply chain adheres to the International Labour Organisations (ILO) four fundamental principles and rights at work.

56.13 Further information can be found at the following link:  
<http://www.ilo.org/declaration/principles/freedomofassociation/lang-en/index.htm>

## **57 Environmental Impact**

57.1 The manufacture of furniture potentially has significant environmental impacts. These negative impacts primarily occur in manufacture and in disposal at end of life. Through the reuse and refurbishment of existing items of furniture, these negative environmental externalities can be reduced.

57.2 NPS is therefore keen to mitigate these impacts as much as possible and would expect the successful suppliers and sub-contractors to also be proactive in this regard through:

- a. Contributing to better design; material and fibre choices; lifetime optimisation; and disposal e.g. reuse and recycling on behalf of customers.
- b. Contributing direct evidence relevant to products and services supplied in line with customers reporting obligations under mandatory requirements from Welsh Government.
- c. Providing data on embodied carbon impacts of items, anticipated product lifetimes and disposal options (where relevant).

57.3 Waste is high on the sustainability agenda and the Supplier(s) must comply with The Producer Responsibility Obligations (Waste Packaging) (Amendment) Regulations 2010.

- 57.4 Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.
- 57.5 The Service Provider(s) shall also assist the Authority in meeting its obligations under the following;
- a. Environment (Wales) Act 2016
  - b. The Towards Zero Waste Strategy
  - c. The recommendations of the Green Growth Wales Paper
- 57.6 In delivering the Contract the Service Provider(s) shall, and procure that its Sub-Contractors shall, use best endeavours to minimise the impact of waste and implement a waste management policy that deals with waste in the following descending order of priority;
- a. prevention of waste;
  - b. minimisation of waste;
  - c. re-use of waste;
  - d. recycling of waste; and
  - e. disposal of waste
- 57.7 In delivering the Contract the Service Provider(s) shall work with the Client to develop and implement a low carbon impact strategy to reduce its carbon emissions over the period of the Contract. Further information can be found by accessing the following link:  
<http://www.legislation.gov.uk/uksi/2010/2849/contents/made>.

## 58 Paper

- 58.1 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.

## 59 Printing

- 59.1 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.

## 60 Fair Payment

- 60.1 UK government policy is to expect all public sector organisations to pay suppliers within 10 working days of the receipt of a valid invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that suppliers will be paid within 10 working days.



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

## **Part 5 – Performance Management**

### **61 Performance Management**

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

### **62 Management Information**

- 62.1 In order for NPS to track uptake, benefits and trends/patterns, the Supplier(s) will be required to submit management information reports as requested by NPS, detailing Agreement take up by the various Organisations, monthly expenditure per organisation, spend, etc.
- 62.2 Upon award of the Agreement, the Category Forum consisting of representatives of the Organisations, together with the successful Supplier(s), will establish the KPIs to be used for the life of the Agreement and will be reviewed on a regular basis or as and when required.
- 62.3 At the start of each financial year (April – March), the successful Supplier(s) will be provided with a Management Information (MI) template for completion on a regular basis. Guidance on how to complete this template will be provided.
- 62.4 Supplier(s) will be required to record spend information (core and non-core goods), exclusive of VAT, for Organisations across the Welsh public sector. This spreadsheet must be completed and submitted on a quarterly basis by the 15<sup>th</sup> day of each quarterly reporting period.
- 62.5 Supplier(s) may be required to record Key Performance Indicators (KPIs) on the performance of the Agreement. The Framework Category Manager may agree, Key Performance Indicators with the Supplier. However, this may be subject to change during the lifetime of the Agreement and must be reported on an annual basis and, as a general rule, a week prior to any review meetings.

### **63 Management Information for Organisations**

- 63.1 The Supplier(s) will supply Organisations directly with their own management information as and when requested.
- 63.2 In addition, the Supplier(s) must hold in a single database the following information, which must be available on request:
- i. Management Information on Spend & Product Usage (Core & Non-Core)
  - i. Management Information on Managed Services (where applicable)
  - ii. Performance Measures
  - iii. Community Benefit Information
- 63.3 From time to time, the Client / Organisations 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 the Client / Organisation.

### **64 Supplier Review Meetings.**

- 64.1 Review meetings will be held with the successful Supplier(s) to resolve any issues and to discuss ways in which the Agreement can be continuously improved.
- 64.3 Supplier(s) must provide evidence during their review meetings of how their efforts to deliver community benefits meet with the approach proposed in their method statement.

### **65 Performance Issues**

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

## **Part 6 – Account Management**

### **66 Account Management**

- 66.1 The successful Supplier(s) will be expected to provide a dedicated Account Manager for the duration of this Agreement.
- 66.2 The successful Supplier(s) must also make available to the NPS Category Officer a Senior Representative with the necessary authority to manage and resolve any issues that arise in the overall performance of the Agreement. The Senior representative will be expected to attend the supplier review meetings at a minimum on an annual basis and more frequently if necessary.
- 66.3 NPS will expect the highest standards of account management and customer service under this Agreement.
- 66.4 NPS will also expect the account opening process for Organisations to be conducted as quickly and as smoothly as possible.
- 66.5 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:-
- a. Key Account Management
  - b. Account Manager and Bilingual Resource
  - c. eProcurement contact
  - d. Contract Review Procedures
  - e. Customer Support
  - f. Telephone Support
  - g. Escalation Procedures

### **67 Invoicing**

- 67.1 Invoices may be paper based or electronic. The reduction of process costs through the use of appropriate technology is important. Organisations will decide whether they wish to use online/electronic invoicing systems. Invoices must meet the authorisation and audit requirements of the Organisation.
- 67.2 As a minimum, invoices will provide
- a. NPS Agreement number
  - b. Organisation's Purchase Order number/reference
  - c. Description of product / service supplied
  - d. Unit of Issue
  - e. Charging Unit
  - f. Charging Quantity
  - g. VAT
  - h. Total charge including VAT

- 67.3 Itemised invoicing, showing the apportionment of costs incurred by specific cost centres shall be provided by the Supplier(s) if required by individual Organisations.
- 67.4 Full discount rates shall be clearly shown on all invoices.
- 67.5 The Supplier(s) shall provide a breakdown of all costs as required by Customers
- 67.6 The Supplier(s) will adopt alternative approaches to paying for Materials/Services if better value for money can be demonstrated by new methods that are compatible with the Customers systems, i.e. consolidated invoices.
- 67.7 Customers 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.
- 67.8 Credit notes must be issued within five working days of an agreed return.
- 67.9 Copy invoices shall be issued within five working days of a request being made.
- 67.10 Proof of delivery shall be issued within three working days of a request being made.
- 67.11 It is anticipated that these documents will be required in electronic format; however this should be confirmed with each user organisation as part of the account opening procedure.

## **68 Payment Requirements**

- 68.1 Some organisations making use of any contract awarded as a result of this tender may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for goods and services.
- 68.2 Tenderers must be able to accept VISA/MasterCard. Tenderers who do not have Summary/Line Item Detail reporting capability on Visa or Mastercard must be prepared to move to this level within a period of three months if requested.
- 68.3 The Service Provider will accept payment by Purchasing Card at no additional cost to the User Organisation.

## **69 E-Procurement Capability**

- 69.1 A number of Organisations within the Welsh Public Sector use eTrading systems. Consequently, it will be a requirement for successful suppliers, where requested by Organisations, to receive electronic Purchase Orders and send electronic Invoices and electronic Credit Notes via an eTrading system within four weeks of the request being made.

- 69.2 It may be a requirement for successful suppliers, where requested by NPS, to develop an electronic catalogue of the contracted goods within 3 months of the request being made. This will require suppliers incorporating UNSPSC commodity coding into their catalogue content at Level 4.
- 69.3 It may be a requirement for successful suppliers, where requested by NPS / Organisations, to receive electronic Purchase Orders and send electronic Invoices and electronic Credit Notes via the eTrading system within 3 months of the request being made.

## **70 Wales Procurement Policy Statement (WPPS)**

- 70.1 With regards to working with Suppliers, most Organisations are working towards the principles contained within point 5 of the WPPS, refer to link below:

<https://gov.wales/sites/default/files/publications/2019-09/wales-procurement-policy-statement.pdf>

## **71 Marketing of Agreement**

- 71.1 The successful Supplier(s) will be expected to actively market the Agreement to those Organisations contained in the supplier's attachments area of this ITT.
- 71.2 All communications, marketing literature/plans etc. must be approved by the NPS Category Officer and Customers prior to implementation
- 71.3 The Supplier(s) must report all new business to the appointed Customer's contact and also to NPS.
- 71.4 Suppliers will be expected to respond directly to queries from Customers.
- 71.5 The Supplier(s) will be expected to market literature at their own expense, for distribution to Customers. These may also be required in Welsh and – if requested – the Supplier(s) will be expected to produce Welsh versions at no cost to NPS or Customers
- 71.6 The Supplier(s) will be expected to participate in promotional events on request.

## **Part 7 - Commercial Section**

### **72 “Core” and “Non-Core” Goods/Services**

- 72.1 ‘Core Goods/Services’ are those detailed in the Commercial Questionnaire (Schedule 5.3).
- 72.2 ‘Non-Core Goods/Services’ are those that fall within the scope of the Lots but are not part of the ‘Core Goods/Services’. Non-core goods/services are to be priced on the basis of a percentage discount off Trade prices. The discount can be submitted as a discount range. Discounts to remain constant unless acceptable evidence is provided to justify any variation.
- 72.3 Suppliers are to ensure that when new or specialist Non-Core Goods/Services are required, they are to be made available within the shortest timescale possible (and in any event within 48 hours).

### **73 Pricing Options**

- 73.1 The Client requires the commercial envelopes fully costed.
- 73.2 Where prices for Core Goods supplied under this Agreement are fixed for twelve (12) months, they will be subject to review after this period.
- 73.3 Any applications for price increases at the end of this period must be in line with Schedule 3 of the Framework Agreement.
- 73.4 The reviewed prices shall remain fixed for a further twelve (12) months after which point the next period for review will then become available.
- 73.5 Due to the nature of this commodity/service, a core list review will be required to ensure that the core list continues to meet the requirements of the Welsh public sector so as to enable:
- Non-Core Goods to be added to the Core Goods List where deemed necessary.
  - Obsolete products to be removed from the Core Goods List as appropriate.
- 73.6 A formal review of the core list shall take place in line with Schedule 3 of the Framework Agreement.
- 73.7 The Supplier shall include and pass on to the Customer the benefit of any special deals which the Supplier offers from time to time to its customers.

### **74 Costing**

- 74.1 Tenderers are expected to demonstrate their ability to meet the following requirements in the Commercial questionnaire (Schedule 5.3).
- 74.2 To provide reassurance on the ‘transparency’ of pricing, the 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.

- 74.3 The Supplier should use best efforts to negotiate additional savings where feasible.
- 74.4 The Supplier will ensure that the Client is provided with the best available prices to public sector Customers at all times through this Agreement.
- 74.5 The volumes indicated are only indicative and are a representation of an organisation.
- 74.6 Tenderers are required to price all items on the Core Goods/Services Lists and a fixed delivery fee price for goods (applies to under £20 order value only) in the Commercial envelope Schedule 5.3. Failure to meet these requirements may result in the Supplier's bid not being considered.
- 74.7 The Tenderer is required to provide the same price for identical Goods / Services across all four geographical zones Lots 1-3.
- 74.8 Bidders who are seeking to supply on an All Wales basis for any of Lots 1-3 will be required to confirm that they are bidding for all geographical zones on the Qualification Questionnaire and Pricing Schedule. Bidders successful in bidding for all zones will automatically be classed as an All Wales Supplier on Lots 1-3.
- 74.9 All prices provided in the Core Goods List are inclusive of the following: Delivery; Installation; Maintenance; Removal of Packaging; Site Surveys; & Space Planning.

## **75 Retrospective Rebate**

- 75.1 Tenderers are expected to demonstrate their ability to meet the following requirements in the Commercial questionnaire (Schedule 5.3).
- 75.2 Tenderers are required to indicate in the Price Schedule what percentage rebates they are offering to Organisations, depending on the various levels of annual spend throughout the life of the Agreement.
- 75.3 Suppliers are expected to proactively manage the payment of any rebate back to Customers and are required to report back to the NPS Category Manager.

## **76 Call-Offs**

- 76.1 Organisations may wish to award a call-off direct through the Framework without reopening competition.

## **77 Direct Award/Mini Competitions**



- 77.1 Customers may choose to undertake a direct award based on a price comparison of the framework maximum rates provided and will award on best value for their organisation.
- 77.2 Organisations may wish to run collaborative (multi-organisation), or non-collaborative (single organisation) mini competitions for both Core and Non-core goods/services throughout the lifetime of the Agreement. Refer to section 3 of the Specification for further information regarding Core and Non-core goods/services.
- 77.3 The award criteria used to evaluate supplier submissions at Tender stage will apply to mini competitions thereafter.
- 77.4 Organisations wishing to run a mini competition post award may wish to adjust the award criteria weightings by a maximum of plus or minus 30% and/or to introduce sub-criteria which derive from the Framework Award Criteria.

## **78 Electronic Auction**

- 78.1 Tenderers should be aware that an on-line Electronic Auction may be used in conjunction with collaborative and non-collaborative mini competitions, post award of the Agreement.
- 78.2 Organisations reserve the right not to enter into an Electronic Auction exercise if considered inappropriate.

## **79 Management Charge**

- 79.1 The National Procurement Service (NPS) is obliged to recover its costs and the Service Provider will be required to pay a retrospective management fee to the National Procurement Service of 0.45% value of the Service Provider(s) framework agreement turnover. The Welsh Ministers reserve the right to increase the Mandatory Supplier Rebate to an amount not exceeding 1% of the total value of services on reasonable notice to the Service Provider.
- 79.2 Payment will be made in arrears at quarterly intervals following the commencement of the Framework Agreement and will be based upon the overall actual value of business conducted against the framework agreement by all Customers during the preceding period.
- 79.3 The Management Charge shall be exclusive of VAT. The Service Provider shall pay an amount in respect of VAT on the Management Charge at the rate and in the manner prescribed by law from time to time.
- 79.4 For the avoidance of doubt the management charge shall be payable to the National Procurement Service throughout the life of this framework agreement and be applied to all orders placed during the full lifecycle of this framework agreement.

- 79.5 Spot checks will be conducted on Customer spend submitted via Atamis (our management information provider) to ensure consistency and accuracy of reporting in relation to the Management Charge.
- 79.6 Please confirm your acceptance of this Management Charge in the Qualification questionnaire.