



Dinas a Sir Abertawe

Hysbysiad o Gyfarfod

Fe'ch gwahoddir i gyfarfod

Panel Ymchwillad Craffu - Caffael

Lleoliad: O bell drwy Teams

Dyddiad: Dydd Mercher, 10 Tachwedd 2021

Amser: 10.00 am

Cynullydd: Y Cynghorydd Chris Holley OBE

Aelodaeth:

Cynghorwyr: P Downing, V M Evans, P K Jones, L R Jones, J W Jones, I E Mann, H M Morris, B J Rowlands, M Sherwood a/ac T M White

Agenda

Rhif y Dudalen.

- | | | |
|----------|---|-----------------|
| 1 | Ymddiheuriadau am absenoldeb | |
| 2 | Datgeliadau o fuddiannau personol a rhagfarnol
www.abertawe.gov.uk/DatgeliadauBuddiannau | |
| 3 | Gwahardd Pleidleisiau Chwip a Datgan Chwipiau'r Pleidiau | |
| 4 | Cofnodion y Cyfarfod Blaenorol | 1 - 43 |
| 5 | Cwestiynau gan y Cyhoedd
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| 6 | Busnes Cymru | 44 |
| 7 | Arolwg Caffael a Data Cymharu | 45 - 98 |
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Cyfarfod nesaf: Dydd Mercher, 24 Tachwedd 2021 ar 10.00 am

Huw Evans

Huw Evans
Pennaeth Gwasanaethau Democrataidd
Date 03/11/2021

Cyswllt: Michelle Roberts, Craffu

Agenda Item 4



City and County of Swansea

Minutes of the **Scrutiny Inquiry Panel - Procurement**

Remotely via Teams

Wednesday, 20 October 2021 at 10.00 am

Present: Councillor C A Holley (Chair) Presided

Councillor(s)

P Downing
J W Jones

Councillor(s)

P K Jones
H M Morris

Councillor(s)

L R Jones
T M White

Other Attendees

Christopher Parker, Computer Centre UK Ltd

Amanda Carr, Swansea Council for Voluntary Services (SCVS)

Mark Thomas, Days Fleet

Rhys Morgan, LBS Builders Merchants Ltd

Officer(s)

Chris Williams

Michelle Roberts

Head of Commercial Services

Scrutiny Officer

Apologies for Absence

Councillor(s): V M Evans, I E Mann, B J Rowlands and M Sherwood

1 Disclosures of Personal and Prejudicial Interest

None

2 Prohibition of Whipped Votes and Declaration of Party Whips

None

3 Minutes and responses to follow up questions

Minutes of the 13 September and 27 September 2021, along with response to the follow up question from the meeting on the 27 September, were received by the Panel.

4 Public Questions

No public questions were received.

5 Procurement - Roundtable meeting with Stakeholders

The Panel welcomed the Contractors who agreed to attend the meeting, thanking them for their time and contribution.

In attendance were:

- Christopher Parker, Computer Centre UK Ltd
- Amanda Carr, Swansea Council for Voluntary Services (SCVS)
- Mark Thomas, Days Fleet
- Rhys Morgan, LBS Business Merchants Ltd

A number of issues for discussion were sent to them in advance of the meeting and these formed the basis of the discussion:

- a) What are your experiences of the procurement process in Swansea (positive and/or negative)
- b) Do you believe that the Councils procurement processes and systems are efficient, transparent and consistently applied?
- c) Have you experienced any barriers in accessing the procurement processes in Swansea?
- d) In your opinion do you think the council is effective at procuring locally, ethically and greenly?
- e) Given your experience working with Swansea Council is there any element of the Procurement process you would like to see changed?

The transcript highlighting the key points raised will be included in the Panel's Findings report, which will be discussed at the Panel meeting on the 24 November 2021.

6 Inquiry Project Plan

The Panel accepted the project plan.

The meeting ending at 11.14pm

Chair

RESPONSE TO PANEL QUESTIONS

Response to the further question to **Social Services** Directorate following meeting on 13 Sep:

1. Standard Terms and Conditions for Contracts (Social Services)

Please see attachment 'Conditions of Contract – Social Care Services'

2. Membership of the Commissioning Group

Chair	<ul style="list-style-type: none">• Dave Howes – Chief Social Services Officer
Vice / Deputy	<ul style="list-style-type: none">• Jane Whitmore – Strategic Lead Commissioner
Adult Services	<ul style="list-style-type: none">• Amy Hawkins – Head of Service• Peter Field – Commissioning
Child & Family Services	<ul style="list-style-type: none">• Julie Davies – Head of Service• Chris Francis – Commissioning
Education	<ul style="list-style-type: none">• Kate Phillips – Head of Service• Fraser Newbury – Senior Leader ALNU
Housing & Public Health	<ul style="list-style-type: none">• Jane Harris – Landlord & Community Housing Manager• Steve Porter – Operations Manager
Commercial Services	<ul style="list-style-type: none">• Chris Williams – Head of Service• Lee Morgan – Category Manager
Finance	<ul style="list-style-type: none">• Chris Davies – Principal Finance Partner

3. How many contracts not compliant and their current position

The procurement of social care and housing-related support services is governed by the Public Contract Regulations (PCR) 2015.

The PCR 2015 recognise the special characteristics of social services and related services, and the regulations reflect the importance of cultural context and sensitivity. There are specific rules for social, health and other services (Light Touch Regime) and a separate EU Threshold limit.

The current EU Threshold limit for these services is currently £663,540. Upon review of the information a small number of contracts will exceed this threshold (11 in total). All contracts have contractual agreements in place. It would be extremely difficult to tender the contracts at this point having regard to the need to ensure continuity of provision for vulnerable service users or a planned and sensitive approach to contract change and to make service changes as a result of Covid-19. The Council is committed to an open procurement process in the near future should it be considered that it is the best way forward.

4. Update of figures in table 3.5

The People Directorate Commissioning Workplan captures all of the commissioning activity for the Directorate and identifies approximately **140** different areas of contracts, frameworks and service level agreements that are necessary to manage business.

The annual value of these agreements is approximately **£75 Million**, 70% is funded from Core Council budgets and 30% is funded a variety of Grants.

It is important to note that these figures are taken at a point in time and does change throughout the year. The past 18 months has seen a greater deal of additional grants to mitigate the effects and impact of Covid.

The table below outlines the areas of work, but as you can see the majority of contracts and spend are on Adult Social Care:

Area	Number of Contracts/ Framework Agreements/SLAs	Percentage % in each service area	Annual Value £	Percentage % in each service area
Adult Services	75	48%	£ 49,738,910	67%
Partnerships & Commissioning	45	29%	£ 8,665,800	12%
Child & Family Services	35	23%	£ 16,111,025	21%
TOTAL	155	100%	£ 74,515,735	100%

5. What will the effect of the new NI contributions on Social Services, staff and providers (positives/negatives). Chris, could you also provide this more widely for the Council if possible.

Finance estimate is an additional cost of to the Council of £3.6m per year, with note that the Council should be compensated for the staff cost increase by central government (but this to be determined through budgetary processes).

6. Details of the Real Living Wage and the impact on the Council and providers (positive/negatives)

In Social Services, we have been looking at how we can progress the implementation of the Real Living Wage in future financial years. This will enable us to support progress on fair work in the social care sector through salary uplifts aimed at ensuring that front line workers in commissioned services are paid the Real Living Wage, or a move towards this, but is dependent on future budget settlement figures from Welsh Government

7. Change in Legislation mentioned, would you have a link to this paper?

<https://www.gov.uk/government/consultations/green-paper-transforming-public-procurement> - subsequent communication from UK government notes that this is a matter still in progress with 'earliest implementation in 2023'.



**THE COUNCIL OF THE CITY &
COUNTY OF SWANSEA**

CONDITIONS OF CONTRACT

FOR THE SUPPLY OF

SOCIAL CARE SERVICES

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i. Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Bribery Laws	means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;
The Contract	means these conditions, special conditions (if applicable) specification, pricing schedule, Service Provider's tender (if applicable), acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing;
Contract Documents	means these conditions for the supply of Social Care Services which shall be deemed incorporated into each and every order placed by the Service Purchaser and for the avoidance of doubt any terms and conditions endorsed on the Service Provider's stationery, at any time, including but not limited to purchase orders and order acknowledgment documents, are specifically excluded from the terms of the contract between the parties and shall not be incorporated into or form part of the contract between the parties;
Contract Period	means the Term of the Contract as outlined in Clause 7;
Contract Price	means the price exclusive of VAT set out in the Contract for which the Service Provider has agreed to supply the Services as set out in the Pricing Schedule;
Contract Supervisor	means any duly authorised representative of the Service Purchaser notified in writing to the Service Provider for all purposes connected with the Contract. Any Notice or other written instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Service Purchaser;
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
Data Protection Legislation	the UK GDPR, the DPA 2018 to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy;
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
DPA	Data Protection Act 2018;

UK GDPR	the United Kingdom General Data Protection Regulation ;
Force Majeure	means any event or sequence of events beyond a party's reasonable control such as an act of God including, but not limited to, fire, flood, drought, earthquake, windstorm or other natural disaster; act of any sovereign including war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation; acts of terrorism; nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; civil emergency (whether an emergency be declared or not); radioactive contamination; pressure waves caused by aircraft travelling at sonic or supersonic speeds; law, judgment, order, decree, embargo, blockade, labour dispute including strike, lockout or boycott; interruption or failure of utility service including to electric power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by the Service Provider for performance of the agreement; and breach of contract by any essential personnel;
Intellectual Property Rights	means all Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected;
Notice	means any written instruction or notice given to the Service Provider by the Contract Supervisor, delivered by: <ul style="list-style-type: none"> a) email or hand delivery to the Service Provider's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery (except if after 4pm, when it's deemed to have been served the next working day); b) first class post to the Service Provider's registered office. Such Notices are deemed to have been served 48 hours after posting;
Permission	means express permission given in writing before the act being permitted;
Pricing Schedule	means the completed pricing schedule/schedule of rates contained within Schedule Error! Reference source not found. of this Contract and submitted by the Service Provider and agreed by the Service Purchaser;
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely

manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

Services	means all the tasks to be undertaken by the Service Provider as described in this Contract and as contained in Schedule 2;
Service Provider	means the person, firm company or body who undertakes to supply the Services to the Service Purchaser as defined in the Contract;
Service Purchaser	means The Council of the City and County of Swansea;
Service Purchaser's Property	means all property issued or made available for use by the Service Purchaser to the Service Provider in connection with the Contract;
Specification	means the document/s attached to the invitation to tender detailing the Services to be provided (including any amendments agreed by the Service Purchaser) and as contained within Schedule 2.
Sub-processor	any third Party appointed to process Personal Data on behalf of the Service Provider related to this Agreement

Except as set out above, the Contract shall be interpreted in accordance with the Interpretation Act 1978.

- 1.2 All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.
- 1.3 Any reference in these Conditions to a statutory provision will include all subsequent modifications.
- 1.4 All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the shorter oxford English dictionary.
- 1.5 References to the singular include the plural and vice versa and references to one gender include the other gender. References to a person include any individual, firm, unincorporated association or body corporate.

2 Precedence

- 2.1 To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:
 - Conditions of contract;
 - Schedules;
 - Service Provider's Tender.

3 Contract Supervisor

The Service Provider shall strictly comply with any instruction given by the Contract Supervisor concerning or about, the Contract. All instructions shall be in writing.

4 The Services

- 4.1 The Service Provider shall provide the Services in accordance with the Schedules including the Specification and provide all staff, equipment, materials and any other

requirements necessary for the performance of the Contract using all skill, care and diligence, and to the satisfaction of the Contract Supervisor.

- 4.2 The Service Provider shall only employ in the execution and superintendence of the Services Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Service Provider to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.

5 Service Improvement Plan

- 5.1 Where a quality or performance concern has been identified during the delivery of Services or serious and/or persistent failure to meet with any aspect of the Service requirements, a Service Improvement Plan will be drawn up in partnership with the Service Provider. The Service Improvement Plan will set out clear actions for the identified area/s of concern, along with appropriate action for improvement.
- 5.2 The actions from the Service Improvement Plan must be implemented to the satisfaction of the Service Purchaser within (i) three (3) Months of the date of the Notice of a Service Improvement Plan, or (ii) such other period as the Service Purchaser requires.
- 5.3 The Service Purchaser will review the Service Provider's progress in meeting the actions at such intervals, as it considers necessary.
- 5.4 The Service Provider must, on request, provide a written report to the Service Purchaser detailing progress made in respect of the actions within the Service Improvement Plan in advance of any review meeting.
- 5.5 The Service Purchaser shall undertake an assessment of the actions within such period as the Service Purchaser may determine at its discretion, and will notify the Service Provider of the outcome of the assessment within fifteen (15) working Days from its conclusion.
- 5.6 If the Service Purchaser determines, at its discretion, that the actions have been satisfactorily implemented the Service Purchaser will notify the Service Provider in writing.
- 5.7 If within three (3) Months (or such other period as agreed to pursuant to paragraph 5.1 of the date of the Notice of a Service Improvement Plan the Service Purchaser determines, at its discretion, that the actions have not been satisfactorily implemented it may:
- 5.7.1 issue a further Service Improvement Plan; or
 - 5.7.2 issue a default notice pursuant to Clause 13; or
 - 5.7.3 terminate the Service Providers appointment pursuant to Clause 14.

6 Assignment

- 6.1 The Service Provider shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.
- 6.2 The Service Purchaser shall be entitled to assign, transfer or sub contract the Contract or any part of it subject to notifying the Service Provider.
- 6.3 In the event that the Service Provider assigns, transfers or sub-contracts the Contract or any part of it, it shall:

- 6.3.1 remain responsible to the Service Purchaser for the performance of its obligations under the Contract notwithstanding the appointment of any sub-contractor and be responsible for the acts omissions and neglects of its sub-contractors;
 - 6.3.2 impose obligations on its sub-contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the sub-contractor complies with such terms;
 - 6.3.3 provide a copy, at no charge to the Service Purchaser, of any such sub-contract on receipt of a request for such by the Contract Supervisor; and
 - 6.3.4 ensure that a term is included in the sub-contract which requires the Service Provider to pay all sums due thereunder to the sub-contractor within a specified period, not to exceed thirty (30) days, from the date of receipt of a valid and agreed invoice as defined by the terms of the sub-contract (as appropriate).
- 6.4 Notwithstanding any sub-contracting permitted hereunder, the Service Provider shall remain primarily responsible for the acts and omissions of its Subcontractors as though they were its own.
- 6.5 Any assignment, transfer or sub-contract entered into, shall not relieve the Service Provider of any of his obligations or duties under the Contract.
- 6.6 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract

7 **Term**

The Contract term shall be [*Please insert the Contract Term (start and end dates) including any option to extend if applicable*]

8 **Property**

- 8.1 All property issued by the Service Purchaser to the Service Provider in connection with the Contract shall remain the property of the Service Purchaser, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.
- 8.2 The Service Provider shall keep all Service Purchaser's Property in safe custody and good condition, set aside and clearly marked as the property of the Service Purchaser.
- 8.3 On expiry or earlier termination of the Contract the Service Provider shall, if so required, either surrender such property to the Service Purchaser or otherwise dispose of it as instructed by the Contract Supervisor.

9 **Materials**

- 9.1 The Service Provider shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Service Purchaser's premises.
- 9.2 The Service Provider shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Service Purchaser or any representative of the Service Purchaser.

10 **Security**

- 10.1 The Service Provider shall be responsible for the security of all goods and equipment belonging to the Service Purchaser and used by the Service Provider in the provision of the Services, together with all goods and equipment belonging to the Service

Provider, or Service Providers staff, or subcontractor whilst on Service Purchaser premises.

11 Variations

- 11.1 The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Service Provider.
- 11.2 The value of any such variation, other than any variation arising out of Condition 11.3, shall be determined by reference to the rates contained in the pricing schedule. Where the Services so ordered are not covered in the pricing schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Service Provider.
- 11.3 Where a variation is the result of some default or breach of the Contract by the Service Provider or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Service Provider.
- 11.4 The Service Provider may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.
- 11.5 No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract.

12 Extensions of Time

- 12.1 Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Service Provider, and provided that the Service Provider shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:
 - 12.1.1 in the case of any delay of which the Service Purchaser is not the cause, may grant the Service Provider such extension of time, as in the Contract Supervisor's opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.
 - 12.1.2 in the case of any delay of which the Service Purchaser is the cause, shall grant the Service Provider a reasonable extension of time to take account of the delay.
 - 12.2 No extension of time shall be granted where in the opinion of the Service Purchaser the Service Provider has failed to use best endeavours to avoid or reduce the cause and/or effects of the delay.
 - 12.3 Any extension of time granted under this Condition shall not affect the Service Purchaser's rights to terminate or determine the Contract under Conditions 14 and 15.
- ## **13 Default**
- 13.1 The Service Provider shall be in default if:
 - 13.1.1 there is a failure to perform the Contract to the satisfaction of the Service Purchaser
 - 13.1.2 there is a failure to perform the Contract with due skill, care, diligence and timeliness;

- 13.1.3 the Contract is performed negligently;
- 13.1.4 there is a refusal or failure to comply with any reasonable written instruction given by the Contract Supervisor;
- 13.1.5 there is a breach of the Contract.
- 13.2 The Service Provider must notify the Service Purchaser immediately if an event described in 13.1.4 and 13.1.55 has occurred or is likely to occur.
- 13.3 If the Service Purchaser determines that the Service Provider has failed to provide the Services or any part of them in accordance with this Agreement or the Service Provider is otherwise in breach of any of its obligations under this Agreement, then the Service Purchaser may give a Notice of a Default on the Service Provider.
- 13.4 If the Service Purchaser gives a Notice of a Default which relates to a breach which can be put right, then on receiving such a Notice of Default, the Service Provider will take the action specified in the Notice, within the timescale set out, at its own cost. The Service Purchaser reserves the right to recover from the Service Provider any losses incurred as a result of the default.
- 13.5 If the Service Provider fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from the breach and any subsequent action taken by the Service Purchaser, will be paid by the Service Provider or deducted from any monies owing to him.

14 Termination

- 14.1 The Service Purchaser may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Service Provider, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Service Provider:
 - 14.1.1 fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 13;
 - 14.1.2 if there is a change of control of the Service Provider;
 - 14.1.3 if the Service Provider has offered or given or agreed to give to the Service Purchaser or any other public body or any person employed by or on behalf of the Service Purchaser or any other public body, any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation in relation to the obtaining or execution of this Contract or any other contract with the Service Purchaser or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Service Purchaser or any such contract, or in any way engages in any conduct prohibited by the Bribery Act 2010;
 - 14.1.4 acts in such a manner, or provides care in such a way, so as to give reasonable grounds to cause the Service Purchaser, Care Manager or other professional to suspect that a Service User has been subjected to abuse, physical, mental or otherwise, or neglected;
 - 14.1.5 commits a serious breach of its obligations under the Agreement including for example, the submission of a false claim for payment;
 - 14.1.6 if the Service Provider shall become bankrupt or a receiving order is made, or a petition in bankruptcy filed, or the Service Provider makes any composition or arrangement with its creditors, or agree to provide the service under a

committee of inspection of creditors, or is subject to an order or winding-up, whether compulsory, or voluntarily, or if a resolution to wind-up is passed by shareholders, or a receiver is appointed to the business of the Service Provider;

- 14.1.7 has an application been made under the Insolvency Act 1986 to the court for the appointment of an administrative receiver has a winding-up order made (except for the purposes of amalgamation or reconstruction), or a resolution of a voluntary winding-up passed;
 - 14.1.8 has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
 - 14.1.9 is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the court to make a winding-up order;
 - 14.1.10 offers any improper inducements or exerts unreasonable pressure upon potential residents or their relatives, or others with an interest, to attempt to encourage the potential Service User to engage in the services of the Service Provider;
 - 14.1.11 takes financial advantage of the relationship with the Service User;
 - 14.1.12 has been convicted of an offence or an employee has been convicted of an offence under the provisions of the Care Standards Act 2000 and regulations thereto and any subsequent amendments;
 - 14.1.13 shall have given any undisclosed or illicit fee, reward or gift to any elected member or officer of the Service Purchaser in order to gain unfair advantage;
 - 14.1.14 does not comply with the provisions of the Health and Safety requirements;
 - 14.1.15 operates the Service without adequate insurance cover, as specified in clause 21 of this Agreement;
 - 14.1.16 acts improperly in relation to the Service Purchaser, its servants or agents in the offering, giving or agreement to give any gift or consideration which could reasonably be seen to be intended to have the effect of inducing or rewarding the Service Provider in the entering into, operation or termination of this Agreement, whether or not resulting in the commission of an offence under the Bribery Act 2010 or the Local Government Act 1979, Section 117;
 - 14.1.17 fails to maintain a valid registration with the appropriate Registration Authority;
 - 14.1.18 has been the subject of an adverse finding or judgement in respect of a claim for breach of the Human Rights Act;
 - 14.1.19 has been the subject of an adverse finding or judgement in respect of a formal investigation or claim in connection with its statutory obligations relating to employment rights, employment relations, working rights or does not comply with any of the requirements under the Equality Act 2010;
 - 14.1.20 has been the subject of an adverse finding or judgement or is the subject of prosecution for any offence under the Modern Slavery Act 2015;
 - 14.1.21 provided always that this list is not exhaustive and there may be other matters or breaches of a serious nature that might necessitate termination without notice the determination of which shall be at the sole discretion of the Service Purchaser and further provided that the said right of termination is without prejudice to any accrued rights and remedies under this Agreement.
- 14.2 The Service Provider must notify the Service Purchaser immediately if any of the events listed in 14.1 occurs or is likely to occur.

15 Consequences of Termination

- 15.1 In the event of termination of this Contract (in whole or in part) for any of the reasons specified in Clause 14 the Service Purchaser may exercise any or all of the following rights:
- 15.1.1 the Service Purchaser may require the Service Provider to perform any of its obligations existing at the date of termination;
 - 15.1.2 the Service Purchaser shall cease to be under any obligation to make any further payments under this Contract;
 - 15.1.3 the Service Purchaser shall be entitled to recover from the Service Provider any loss, damages, costs or expenses to the Service Purchaser resulting from or arising out of the termination of this Contract (in whole or in part) including the reasonable cost to the Service Purchaser of time spent by its officers in terminating this Contract (in whole or in part) and, without limitation, the costs of procuring suitable alternative Services in accordance with the procedures laid down by the Service Purchaser's Contract Procedure Rules and relevant legislation.
 - 15.1.4 The termination (in whole or in part) or expiration of this Contract shall be without prejudice to the rights and remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination or expiration.

16 **Determination**

- 16.1 Without prejudice to any other rights or remedies under the Contract, both parties shall have the right to terminate all or any part of the Contract by Notice in writing at any time by giving not less than three months' Notice.
- 16.2 The Authority shall pay the Provider such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.
- 16.3 The Authority will not pay for any costs or commitments that the Provider is able to mitigate and shall only pay those costs that the Authority has validated to its satisfaction. The Authority's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

17 **Termination by Service Provider**

- 17.1 The Service Provider may terminate this Contract (in whole or in part) forthwith by written notice having immediate effect in the following circumstances:
- 17.1.1 if the Service Purchaser is in breach of any of its obligations under this Contract and if such breach is capable of remedy fails to remedy the breach within 15 working days of a written request by the Service Provider to remedy the same;
 - 17.1.2 if the Service Purchaser is unable or fails to repay its borrowing/s and/or an application is made by any party to a court for the appointment of a receiver and/or such a receiver is appointed, all pursuant to section 47 Local Government & Housing Act 1989 (and/or any amendment or replacement thereof from time to time.)

18 **Dispute Resolution**

- 18.1 All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Service Purchaser and the Service Provider.
- 18.2 If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).
- 18.3 If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.
- 18.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.
- 18.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- 18.6 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally (unless directed otherwise by the mediator).
- 18.7 Any of the time limits in Condition 18 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

19 **Indemnity**

- 19.1 Without prejudice to the Service Purchaser's remedies for breach of Contract, the Service Provider shall fully indemnify the Service Purchaser and its staff against any liability, loss, costs, expenses, claims or proceedings in respect of:
- 19.1.1 death or injury to any person;
 - 19.1.2 loss or damage to any property excluding indirect and consequential loss;
 - 19.1.3 infringement of third party Intellectual Property Rights;
 - 19.1.4 any other loss which might arise as a direct consequence of the actions or negligence of the Service Provider, his staff or agents in the execution of the Contract.
- 19.2 This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Service Purchaser or its staff.

20 **Limit of Service Provider's Liability**

- 20.1 The limit of the Service Provider's liability for each and every claim by the Service Purchaser, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be the Contract price or five million pounds whichever is the greater.

21 Insurance

- 21.1 The Service Provider shall insure and maintain insurance against liabilities under Condition 19 (Indemnity) in the following sums:-
- 21.2 Public liability insurance for a sum not less than ten million pounds per claim; and
- 21.3 Employers liability insurance for a sum not less than five million pounds per claim;
- 21.4 Professional indemnity insurance for a sum not less than five million pounds per claim; and
- 21.5 If specifically required by the Service Purchaser, nominated insurances shall be in the joint names of the Service Provider and the Service Purchaser.
- 21.6 The Service Provider shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.

22 Warranty

- 22.1 The Service Provider warrants that the Services supplied by him are fit for the Service Purchaser's intended purpose so far as this has been communicated to him, or which he would reasonably be expected to know.

23 Anti-Bribery

- 23.1 For the purposes of this clause 29 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 23.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
 - 23.2.1 all of that party's personnel;
 - 23.2.2 all others associated with that party; and
 - 23.2.3 all of that party's subcontractors;
 - 23.2.4 involved in performing the Contract so comply.
- 23.3 Without limitation to clause 23.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 23.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 23.

24 Anti-Slavery

- 24.1 The Service Provider undertakes, warrants and represents that:
 - 24.1.1 Neither the Service Provider nor any of its officers, employees, agents or subcontractor has:
 - (a) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the modern Slavery Act 2015; or

- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (d) it shall comply with the Modern Slavery Act 2015;
- (e) it shall notify the Authority immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Service Provider's obligations under clause 24.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Service Provider's obligations.

24.2 Any breach of clause 24.1 by the Service Provider shall be deemed a material breach of the Contract and shall entitle the Authority to terminate the Contract with immediate effect.

25 **Well-Being of Future Generations (Wales) Act 2015**

25.1 The Service Provider acknowledges that, under the Well-being of Future Generations (Wales) Act 2015 the Service Purchaser is required to consider how Services which the Service Purchaser procures, improves the economic, social and environmental well-being of the area of the Service Purchaser.

25.2 The Service Provider shall ensure that, in providing the Services, it improves the economic, social and environmental well-being of the area of the Service Purchaser in accordance with the requirements of the Contract.

26 **Monitoring and Audit**

26.1 The Contract Supervisor may inspect and examine the Services being carried out. The Service Provider shall give access to all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.

26.2 The Service Provider recognises that the Service Purchaser is a public body and its decisions may be subject to scrutiny. The Service Provider therefore agrees, if requested by the Service Purchaser, to attend any meeting (including scrutiny meetings with Service Purchaser Members) to discuss the Services (including the costs and performance of such service being undertaken under the Contract). If the meeting where attendance is required is to discuss the performance of or actions resulting from the Services undertaken that the cost of attendance will be at the expense of the Service Provider.

26.3 Following completion of the contract, the Service Purchaser will be entitled to make public the total payments made to the Service Provider under the Contract.

26.4 The Service Provider shall be required to provide any information to the Service Purchaser to enable it to comply with any statutory duties.

27 **Contingency Planning**

27.1 The Service Provider shall have in place a written Business Continuity Plan that considers and details contingency plans for the following risks:

- Severe weather;
- Illness in the Community (including staff);
- Staff absence, shortage;
- Failure of IT, telecommunications;
- Building accommodation not available;
- Fuel disruption;

- Major emergency;
- Business Continuity;
- Other risks specific to the Service.

27.2 This list, while not exhaustive, gives an indication of what will be required the Service Purchaser may request this at any time.

28 **Staff Training and Development**

28.1 The Service Provider will be required to have a procedure for documenting and meeting the training needs of staff and this should be explained and where requested policy / procedures be attached.

28.2 The Service Provider must satisfy the Service Purchaser that they employ sufficient numbers of people of sufficient ability, skill, knowledge, training or experience so as to provide and supervise the provision of the support services.

29 **Staffing**

29.1 The Service Provider will ensure that all staff working on services provided under this Agreement know that they are exempt from the Rehabilitation of Offenders Act 1974, and each staff member will sign a declaration of all previous criminal convictions and be required to inform the Service Provider of any new convictions. Where there is a previous criminal record, there must be a robust risk assessment procedure in place to assess the appropriateness and safety of appointing the candidate, which must be made available to the Service Purchaser on request.

29.2 The Service Provider will ensure that two written references as to character, one of which should be from the immediate previous employer, are obtained for all personnel who provide Services to the Service User. Written references must be received prior to commencement of employment. Any gaps in the employment record should be explored and accounted for. All the above checks must also be carried on temporary staff. It is acceptable that these checks are carried out by an employment agency provided they meet the requirements of clauses above.

29.3 Staffing measures will be put in place to ensure that all staff including the manager are appropriately trained and supported in their role.

30 **Contract Price**

30.1 The Contract Price will be paid by the Service Purchaser to the Service Provider as amended by any Variations ordered under Condition 11 (Variations).

30.2 In addition to the Contract Price, the Service Purchaser will pay to the Service Provider such Value Added Tax (if any) as may properly be chargeable at rates applicable at the time of invoice.

30.3 The Contract Price shall remain fixed for the duration of the Contract unless agreed otherwise.

30.4 If during the Contract Period there is any material variation in the cost of wages to the Service Provider of supplying the Services, such as a variation to the National Minimum or Living Wage rates, an application may be made by either Party for a net increase to or deduction from the prices as the case may be.

30.5 The proposals for any revision of the Contract Price must be submitted in writing to the Service Purchaser at least sixty (60) days prior to the proposed effective date of the Variation.

30.6 The Service Provider must furnish such evidence as may be reasonably required to satisfy the Authority that the amount of any increase in cost is justified and

proportionate. The revised Contract Price will not be paid by the Authority until the Service Provider receives written confirmation from the Contract Supervisor.

30.7 The Service Purchaser reserves the right to show due regard to its own financial priorities when considering Contract Price Variations.

30.8 **Withdrawal of the United Kingdom from the European Union.**

30.8.1 In calculating the Contract Price, the Service Provide warrants that:

- ii. it has allowed for the withdrawal of the United Kingdom from the European Union ("Brexit") and any consequent effects of Brexit.
- iii. it was and is reasonable for the Contractor to have allowed for Brexit and any and all consequent effects of Brexit in the Contract Price.

30.8.2 The parties agree that any changes to any statutory requirements, consents or any other exercise of statutory powers resulting from, or connected with, Brexit shall be deemed to be reasonably foreseeable.

30.8.3 Neither Brexit nor any and all consequent effects of Brexit shall be treated as a variation (clause 12) or an extension of time (clause 13) and the Contractor shall not be entitled to make any claim for loss, expense or increase in the Contract Price as a consequence of Brexit

30.8.4 for the purpose of this clause [30.8] the consequent effects of Brexit may include a change in the law, any constraints on the supply or movement of goods, materials, plant, equipment, services or people and/or any other direct or indirect consequence of Brexit which may impact on the Contractor's obligations under this Contract.

31 **Invoicing and Payment**

31.1 The Service Provider is referred to Schedule **Error! Reference source not found.** for conditions relating to payment provisions.

32 **Intellectual Property Rights**

32.1 The Service Provider warrants to the Service Purchaser that the performance of the Services, shall not in any way infringe any Intellectual Property Rights belonging to any third party and shall fully indemnify the Service Purchaser against all actions, claims, costs, charges, expenses and liabilities of whatsoever nature arising from or incurred by reason of any infringement, or alleged infringement.

32.2 The Service Provider shall not be liable under this Condition if such infringement arises from the use of any design, technique or method of working provided by or specified by the Service Purchaser.

32.3 The Service Provider assigns to the Service Purchaser, with full Title Guarantee and free from all third party rights, all Intellectual Property Rights in the Services.

32.4 If the Service Provider is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Service Purchaser may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 14 and 16, Termination and Determination respectively.

33 **Confidentiality and Data Protection**

33.1 In this clause

"Confidential Information" means information, data and material of any nature which either party may receive or obtain in connection with the operation of the Contract and:

- which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 2018 and the General Data Protection Regulation 2016/679);
- the release of which is likely to prejudice the commercial interests of the Service Purchaser or the Service Provider respectively; or
- which is a trade secret.

“FOIA” means the Freedom of Information Act 2000. “EIR” means the Environmental Information Regulations.

33.2 In respect of any Confidential Information it may receive from the other party (the “Discloser”) and subject always to the remainder of this Condition, each party (the “Recipient”) undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser’s prior written consent provided that:

33.2.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the contract;

33.2.2 the provisions of this Condition shall not apply to any Confidential Information which:

- (a) is in or enters the public domain other than by breach of the contract or other act or omissions of the Recipient;
- (b) is obtained by a third party who is lawfully authorised to disclose it;
- (c) is authorised for release by the prior written consent of the Discloser; or
- (d) the disclosure of which is required to ensure the compliance of the Service Purchaser with the FOIA/EIR and/or any applicable guidance or codes of practice.

33.3 Nothing in this Condition shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Service Provider is the Recipient, to the Service Provider’s immediate or ultimate holding company provided that the Service Provider procures that such holding company complies with this Condition as if any reference to the Service Provider in this Condition were a reference to such holding company.

33.4 The Service Provider acknowledges that the Service Purchaser is subject to the FOIA/EIR. The Service Provider notes and acknowledges the FOIA/EIR and the respective Codes of Practice on the Discharge of Public Authorities’ Functions and on the Management of Records (which are issued under sections 45 and 46 of the FOIA respectively) together with any Code or Guidance on the application of the EIR issued by DEFRA as may be amended, updated or replaced from time to time. The Service Provider will act in accordance with the FOIA/EIR and these Codes of Practice (and any other applicable codes of practice or guidance notified to the Service Provider from time to time) to the extent that they apply to the Service Provider’s performance under the Contract.

33.5 The Service Provider agrees that:

33.5.1 without prejudice to the generality of Condition 33.3, the provisions of this Condition are subject to the respective obligations and commitments of the Service Purchaser under the FOIA/EIR and the Code of Practice;

- 33.5.2 the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Service Purchaser;
- 33.5.3 where the Service Purchaser is managing a request for disclosure as referred to in this Condition, the Service Provider shall co-operate with the Service Purchaser and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 33.6 The Service Purchaser will consult the Service Provider in relation to any request for disclosure of the Service Provider's Confidential Information in accordance with all applicable guidance.
- 33.7 This Condition shall remain in force without limit in time in respect of Confidential Information, which comprises Personal Data. Save as aforesaid and unless otherwise expressly set out in this Contract, this Condition shall remain in force for a period of 3 years after the termination or expiry of this Agreement.
- 33.8 The Service Purchaser and the Service Provider agree that the information referred in any Schedule will not infringe nor prejudice the right of confidentiality enjoyed by Service Users.
- 33.9 The Service Provider will ensure that all information collated under the terms of this Agreement remains confidential. The Service Provider shall maintain the confidentiality of all such information and shall not, without the prior written consent of the Service Purchaser and the Service User utilise the same, directly or indirectly, for its own purposes or for any other purpose or disclose the same to any third party. This clause does not apply to any information in the public domain or which is required to be disclosed in respect of the provision of the Services by the Service Provider or pursuant to an order issued by a court of competent jurisdiction or applicable law or regulation.
- 33.10 The Service Provider specifically undertakes at all times to keep confidential any Service User confidential information including this document or specific Service User details and personal information or any information relating to this Agreement.
- 33.11 Notwithstanding the terms of this clause the Service Provider will allow the Service Purchaser to inspect any documents or information collated as a result of this Agreement on demand. In addition the Service Provider will allow the Service User access to their own records on demand.
- 33.12 The Service Provider must comply with the terms of the Data Protection Act 2018, the United Kingdom General Data Protection Regulation, Freedom of Information Act 2000 or other subsequent legislation. Both the Authority and Service Provider must use their best endeavours to ensure that information given is only used for the purposes for which it has been given and shall not be used for any other purpose without express consent, save where statute or the public interest otherwise allows.
- 33.13 The Parties acknowledge that for the purposes of the Data Protection Legislation, data shall only be processed in accordance with the Data Protection Schedule 6.
- 33.14 The Service Provider shall notify the Service Purchaser immediately if it considers that any of the Service Purchaser's instructions infringe the Data Protection Legislation.
- 33.15 The Service Provider shall provide all reasonable assistance to the Service Purchaser in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Service Purchaser, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;

- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

33.16 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with the instructions of the Service Purchaser unless the Service Provider is required to do otherwise by Law. If it is so required the Service Provider shall promptly notify the Service Purchaser before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Service Purchaser as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Service Provider Personnel do not process Personal Data except in accordance with this Agreement;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Service Provider's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Service Purchaser or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) not transfer Personal Data outside of the EU unless the prior written consent of the Service Purchaser has been obtained and the following conditions are fulfilled:
 - (I) the Service Purchaser or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46) as determined by the Service Purchaser;
 - (II) the Data Subject has enforceable rights and effective legal remedies;
 - (III) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of

protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Service Purchaser in meeting its obligations); and

- (IV) the Service Provider complies with any reasonable instructions notified to it in advance by the Service Purchaser with respect to the processing of the Personal Data;
- (F) at the written direction of the Service Purchaser, delete or return Personal Data (and any copies of it) to the Service Purchaser on termination of the Agreement unless the Service Provider is required by Law to retain the Personal Data.

33.17 Subject to clause 33.18, the Service Provider shall notify the Service Purchaser immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either

Party's obligations under the Data Protection Legislation;

- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

33.18 The Service Provider's obligation to notify under clause 33.17 shall include the provision of further information to the Service Purchaser in phases, as details become available.

33.19 Taking into account the nature of the processing, the Service Provider shall provide the Service Purchaser with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 33.17 (and insofar as possible within the timescales reasonably required by the Service Purchaser) including by promptly providing:

- (a) the Service Purchaser with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Service Purchaser to enable the Service Purchaser to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Service Purchaser, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Service Purchaser following any Data Loss Event;
- (e) assistance as requested by the Service Purchaser with respect to any request from the Information Commissioner's Office, or any consultation by the Service Purchaser with the Information Commissioner's Office.

- 33.20 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:
- (a) the Service Purchaser determines that the processing is not occasional;
 - (b) the Service Purchaser determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
 - (c) the Service Purchaser determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 33.21 The Service Provider shall allow for audits of its Data Processing activity by the Service Purchaser or the Service Purchaser's designated auditor.
- 33.22 The Service Provider shall designate a data protection officer, if required by the Data Protection Legislation.
- 33.23 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Service Provider must:
- (a) notify the Service Purchaser in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Service Purchaser;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 33 such that they apply to the Sub-processor; and
 - (d) provide the Service Purchaser with such information regarding the Sub-processor as the Service Purchaser may reasonably require.
- 33.24 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 33.25 The Service Provider may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 33.26 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Service Purchaser may on not less than 30 Working Days' notice to the Service Provider amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 33.27 A Party acting as a Controller, as defined under the Data Protection Legislation, shall have relevant procedures in place for dealing with a Data Loss Event, in accordance with the guidance from the Information Commissioner's Office. If a data Loss Event occurs, the Parties shall follow the Data Controller's procedures when dealing with the Data Loss Event.
- 33.28 Further to Clause 19, the Service Provider shall indemnify the Service Purchaser against legal claims, financial or other losses, and fines issued by any regulating body to the extent that it arises as a result of the actions or omissions of the Service Provider whilst processing Personal Data.

34 **Discrimination**

- 34.1 The Service Provider does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Disability Discrimination Acts 2005, the Employment Relations Act 1999 (Blacklists) Regulations 2010 or the Equality Act 2010 (the "Discrimination Acts").
- 34.2 The Contractor shall comply with all legislation relating to trade union membership and trade union activities, including, but not limited to the Trade Union and Labour Relations (Consolidation) Act 1992 and the Employment Rights Act 1996.
- 34.3 In undertaking the Services, the Service Provider agrees to co-operate with and assist the Service Purchaser to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.
- 34.4 Specifically with regard to blacklisting the Service Provider shall not compile, consult or use a blacklist of employees for the purposes of determining who will be engaged for the purposes of fulfilling this contract. A blacklist may include, but not be limited to, the names of people who are engaged in trade union activities, who are known whistle blowers or are otherwise deemed to create difficulties for employers in the workplace.
- 34.5 Where an employee or subcontractor employed by the Service Provider is required to carry out any activity alongside the Service Purchaser's employees in any premises, the Service Provider ensures that each such employee or subcontractor complies with the Service Purchaser's employment policies and codes of practice relating to discrimination and equal opportunities.
- 34.6 The Service Provider indemnifies the Service Purchaser against all costs, charges, expenses (including legal and administrative expenses) and payments made by the Service Purchaser arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the Service Provider.
- 34.7 The Service Provider includes in the conditions of contract for each subcontractor obligations substantially similar to those set out above.

35 **TUPE**

- 35.1 The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the award of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Service Provider on the commencement of the Contract.
- 35.2 During the period of six months preceding the expiry of the Contract or after notice has been given by either party to terminate the Contract or the Service Provider stops trading, and within 20 working days of being so requested by the Service Purchaser the Service Provider shall fully and accurately disclose to Service Purchaser (at no cost to the Service Purchaser) for the purposes of TUPE all information relating to its employees engaged in providing Services under the Contract, in particular, but not necessarily restricted to, the following:
- 35.2.1 the total number of Staff whose employment with the Service Provider is able to be terminated at the expiry of this Contract but for any operation of law; and
- 35.2.2 for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been

- agreed and their redundancy entitlements (the names of individual members of employed staff do not have to be given); and
- 35.2.3 full information about the other terms and conditions on which the affected staff are employed (including but not limited to their working arrangements), or about where that information can be found; and
- 35.2.4 details of pensions entitlements, if any; and
- 35.2.5 job titles of the members of staff affected and the qualifications required for each position.
- 35.3 The Service Provider shall permit the Service Purchaser to use the information for the purposes of TUPE and of re-tendering. The Service Provider will co-operate with the re-tendering of the Contract by allowing the Transferee to communicate with and meet the affected employees and/or their representatives.
- 35.4 The Service Provider agrees to indemnify the Service Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information, the failure to so provide or any inaccuracy in the information provided under Condition 35.2.
- 35.5 During the period of six months preceding the expiry of the Contract or after notice has been given by either party to terminate the Contract or the Service Provider stops trading, the Service Provider shall be precluded from making any material increase or decrease in the numbers of employees employed in connection with the Services save with the Authority's prior written consent which shall not be unreasonably withheld or delayed or where this is necessary to meet the Service Providers obligations under this Agreement.
- 35.6 During the period of six months preceding the expiry of the Contract or after notice has been given by either party to terminate the Contract or the Service Provider stops trading, the Service Provider shall be precluded from making any increase in the remuneration or other change in the terms and conditions of the employees employed in connection with the Services other than where such increase in remuneration or other change in terms and conditions is in the ordinary course of business and save with the Authority's prior written consent which shall not be unreasonably withheld or delayed; and
- 35.7 During the period of six months preceding the expiry of the Contract or after notice has been given by either party to terminate the Contract or the Service Provider stops trading, the Service Provider shall be precluded from transferring any of the Service Provider's employees or employees of the subcontractors at that time to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in providing the Services to provide the Services save with the Authority's prior written consent which shall not be unreasonably withheld or delayed.
- 35.8 The Service Provider agrees to indemnify the Service Purchaser from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Contract is terminated and/or transferred to any third party arising out of their employment or its termination whether such claim or claims arise before or after the transfer date.
- 35.9 In the event that the information provided by the Service Provider in accordance with Condition 35.2 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to

the original provision of such information or by reason of the Service Provider becoming aware that the information originally given was inaccurate, the Service Provider shall notify the Client of the inaccuracies and provide the amended information.

- 35.10 The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its termination.

36 Welsh Language

- 36.1 The Service Provider shall at all times comply with the Welsh Language (Wales) Measure 2011 and the Welsh language standards with which the Service Purchaser is liable to comply, as if it were the Service Purchaser to the extent that the same relate to the provision of the Services. The Welsh Language standards may be found at:

<http://www.comisiynyddygyymraeg.cymru/English/Language%20duties/Pages/What-are-standards.aspx>

- 36.2 The Service Provider shall indemnify the Service Purchaser against any losses arising from failure to comply with the requirements of clause 36.1 (above)

- 36.3 The Service Provider shall deliver the Services (in accordance with the Specification) through the medium of English or Welsh (on an equal basis).

- 36.4 The Service Provider shall be responsible for promoting the delivery of the Services in Welsh or English to the Service Users and shall use all reasonable steps to achieve this.

37 Statutory Requirements

The Service Provider shall fully comply with all relevant statutory requirements in the performance of the Agreement, including, but not limited to those relating to health, safety and welfare, environment, modern slavery, employment rights and relations, working rights, human rights, data protection, equality and the giving of all necessary notices, and the paying of all fees and compliance.

38 Health and Safety

- 38.1 The Service Provider shall promptly notify the Service Purchaser of any health and safety hazards which may arise in connection with the performance of its obligations under this Contract.

- 38.2 The Service Provider and all persons employed by the Service Provider throughout the Contract Period shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders and codes of practice relating to health and safety, which may apply to Staff in the performance of its obligations under the Individual Placement Contract.

- 38.3 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 1974) and any other such information in relation to the Provider's health and safety obligations as may be required by the Service Purchaser is made available to the Service Purchaser on request.

39 Environment

The Service Provider shall in all his operations, including purchase of materials goods and services, adopt a sound proactive environmental approach, designed to minimise harm to the environment and be able to provide proof of so doing to the Contract Supervisor on demand.

40 **Publicity**

The Service Provider shall not advertise or publicly announce that he is supplying Services or undertaking work for the Service Purchaser without the Permission of the Contract Supervisor.

41 **Law**

This Contract shall be governed and construed in accordance with English and Welsh Legislation, and subject to the jurisdiction of the courts of England and Wales.

42 **Waiver**

42.1 No delay, neglect or forbearance by the Service Purchaser in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Service Purchaser under the Contract.

42.2 No waiver by the Service Purchaser shall be effective unless made in writing.

42.3 No waiver by the Service Purchaser of a breach of the Contract shall constitute a waiver of any subsequent breach.

43 **Enforceability**

If any part of the Contract is found by a court of competent jurisdiction or other competent Service Purchaser to be invalid or legally unenforceable, that part will be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

44 **General**

44.1 Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.

44.2 The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

44.3 Contracts (Rights of Third Parties) Act 1999. The parties to this Contract agree that the provisions of the said Act are hereby excluded.

45 **Coproduction**

45.1 The Service Provider shall have a positive commitment towards involving Service Users (and their carers and parents where appropriate) in the planning, development and monitoring of service provision.

In providing services they will have regard to the following documents as appropriate:

- Children's Services Statement of Intent on Participation and Children's Rights.
- Partnership Framework and minimum Participation Standards for Learning Disability Services.
- Join in Participation and Consultation Framework.

45.2 The Service Provider shall co-operate in any other consultation process, as agreed in discussion with the Service Purchaser.

46 **Volunteers**

Volunteers must be recruited and supported within a clear policy framework.

47 **Whistle Blowing**

- 47.1 The Service Provider will have in place their own policies and procedures concerning whistle blowing for people involved or supported within the organisation. They must be distributed via induction, supervision, staff/carers/children's/young person's/service users meetings and on going training and development. These must comply with the Service Purchasers Whistle Blowing Policy and procedures.

48 **Records and Information**

- 48.1 If requested, the Service Provider must compile and maintain such information as the Service Purchaser may require for the purpose of key performance indicators and any other information which may be required to fulfil our duties.
- 48.2 The Service Provider must make available all other information which the Service Purchaser may require for the purpose of assessing how the Service Provider is carrying out its obligations under this Agreement; the safety and welfare of the Service Users; and information on, and the names of, the Service Users; information in relation to recruitment and/or employment practices and procedures including (but not limited to) information relating to employee terms and conditions and working conditions. This includes copies of relevant documents on request.
- 48.3 Notwithstanding the above, the Service Provider must allow the Service Purchaser or any person authorised by the Service Purchaser, together with appropriate staff, at all reasonable times, to inspect or witness the provision of the support services.
- 48.4 In inspecting or witnessing the provision of the support services the Service Purchaser will have proper regard to the nature of the support service being provided, particularly where this involves Service Users who have experience of domestic violence or other sensitive services for vulnerable client groups.
- 48.5 The Service Provider must notify the Service Purchaser if there is a change in who controls the majority of the shares in, or the voting rights amongst shareholders or members of, the Service Provider's organisation. This may result in the termination of this Agreement.
- 48.6 The Service Provider must notify the Service Purchaser if it merges with another organisation. This may result in the termination of the Agreement.
- 48.7 The Service Provider must notify the Service Purchaser if as a result of any misconduct or mismanagement on the Service Provider's part a Regulatory Body directs an inquiry into, or makes an order of any kind in relation to the Service Provider's affairs.
- 48.8 The Service Provider must notify the Service Purchaser if any registration which it must maintain in order to provide any of the support services is withdrawn or cancelled or is threatened to be withdrawn or cancelled. This may result in the termination of the Agreement.

49 **Complaints Procedures**

- 49.1 The Service Provider will set out clear procedures for dealing with Service User's complaints. The Service Provider shall ensure its complaints procedure is known to all Service Users and is in line with the requirements of the Service Purchaser's complaints procedures. These procedures must include a written record of all Service User complaints and any action taken and these records must be made available for inspection by the Service Purchaser.

- 49.2 Service Users also have the right to complain using the Complaints Procedure of the Service Purchaser. The Service Provider will ensure that throughout the service term, Service Users are made aware of their right to complain within the Complaints Procedure of the Service Purchaser and Service Provider.
- 49.3 The Service Provider must provide all information requested by the Service Purchaser to assist the Service Purchaser in its investigations of complaints about the Service Provider.
- 49.4 None of the above effects the Service User's right to complain to the Care and Social Services Inspectorate Wales where appropriate and appropriate liaison will take place between the Service Provider and the Service Purchaser where complaints affect their respective responsibilities.

50 Care and Social Services Inspectorate Wales

- 50.1 Service Providers must if applicable be fully and appropriately registered under the Care Standards Act 2000 and must meet and continue to meet the conditions of the Act and any subsequent guidelines and regulations pertaining to the Act.
- 50.2 The Service Provider will make available, on request of the Service Purchaser any communication from the Care and Social Services Inspectorate Wales (CSSIW).
- 50.3 The Service Provider will where applicable follow codes of practice and other relevant documentation published by The Care Council for Wales.
- 50.4 The Service Provider will where appropriate register under Domiciliary Care Standards and continue to meet Regulations and Standards defined under Domiciliary Care.
- 50.5 The Service Purchaser must inform the CSSIW of any perceived breach of regulations or standards under the Care Standards Act that it becomes aware of in respect of this agreement.

51 Premises

- 51.1 The Service Provider must ensure that all properties where applicable are covered by the following:
- Housing Health and Safety Rating System
 - Housing of Multiple Occupation (HMO) Standards
 - Working towards 'The Welsh Housing Quality Standard'

52 Supply Chain

- 52.1 The Service Provider shall provide such information as the Service Purchaser may from time to time request on the Service Provider's supply chain for the goods/services provided.
- 52.2 The Service Provider shall provide such information as the Service Purchaser may from time to time request in respect of any recruitment/ employment agencies used by the Service Provider in order to provide the services including (without limitation) information on the recruitment/employment practices and procedures used by those agencies.
- 52.3 The Service Provider includes in the conditions of contract for each subcontractors obligations substantially similar to those set out in this Agreement.

53 Electronic Trading System and Forms

- 53.1 Unless the Service Purchaser confirms otherwise in writing, the Service Provider shall use the Service Purchaser's electronic trading system (and comply with its

requirements) throughout the Contract. The Service Provider shall be deemed to have satisfied itself prior to the commencement date that it is able to comply with this obligation.

53.2 Subject to Clause 53.1 the Service Purchaser shall use the electronic trading system to facilitate, amongst other things the following:

53.2.1 Order placement, the provision of sales information, invoicing, creation of credit notes and the exchange of such other information relating to this Contract as the Service Purchaser may reasonably require from time to time.

SCHEDULE 1 SAFEGUARDING CHILDREN AND ADULTS

1. Safeguarding Requirements

- 1.1. The City & County of Swansea is committed to safeguarding children, young people and adults and protecting them from harm. Safeguarding people is one of the Council's main corporate priorities.
- 1.2. The Service Provider will comply with the requirements of the statutory guidance in relation to Part 7 (Safeguarding) of the Social Services and Well-being (Wales) Act 2014, "Inter Agency Policy and Procedures for Responding to Alleged Abuse and Inappropriate Care of Vulnerable Adults in South Wales" the Wales Safeguarding Procedures and other subsequent relevant legislation.
- 1.3. The Service Provider will make arrangements for safeguarding and promoting children's welfare in accordance with the Service Purchaser's statutory responsibilities under Section 28 of the [Children Act 2004](#) and Part 7 (Safeguarding) of the [Social Services and Well-being \(Wales\) Act 2014](#).
- 1.4. The Service Provider will comply with the requirements of the statutory guidance of Part 7 (Safeguarding) of the Social Services and Well-being (Wales) Act 2014, the Welsh Assembly Government Guidance "In Safe Hands" update 2003 first issued in September 2000 as statutory guidance under section 7 of the Local Service Purchaser Social Services Act 1970.
- 1.5. The Service Provider must ensure that children and/or adults are safeguarded from any form of abuse neglect or harm by reporting their concerns using the safeguarding procedures in place.
- 1.6. The Service Provider must ensure that all employees have an awareness and understanding of safeguarding in relation to both adults and children and young people including up to date knowledge and understanding of current legislation and policies relating to these.
- 1.7. The Service Provider will ensure that all employees are aware that should they have any concerns or suspicions of abuse, harm to children and young people or adults that these concerns must be reported as soon as possible and always on the **same day** to:
 - 1.7.1. If you have concerns regarding the safety of an adult immediately contact the Common Access Point —
Tel: (01792) 636519
E-mail: CAP@swansea.gov.uk
 - 1.7.2. If you have concerns regarding the safety of a child or young person, then immediately contact Social Services Integrated Information, Advice and Assistance (IIAA) —
Tel: (01792) 635700
E-mail: access.information@swansea.gov.uk

- 1.7.3. The Social Services Out-of-Hours Team Emergency Duty Team (EDT) should be contacted if the issue arises after 5.00pm, Monday to Friday and on weekends and Bank Holidays.

(Out-of-Hours)

Tel: (01792) 775501

E-mail: EDT@swansea.gov.uk

- 1.8. **If a child or adult is at immediate risk of harm the Police must be contacted immediately on 999.**

- 1.9. Additional information may be found at the following sources:

- 1.9.1. Social Care wales: <https://www.safeguarding.wales/> and <https://socialcare.wales/hub/statutory-guidance>

2. Safeguarding Policy

- 2.1. Providers must have a Safeguarding Policy in place with detailed procedures, ensuring the protection / safeguarding of both children and adults, covering at a minimum:

- Safer recruitment (please refer to Section 3)
- Training, including induction
- Supervision and Safeguarding Procedure
- Management of allegations and the Role of Designated Safeguarding Lead
- Whistleblowing

- 2.2. The Provider must ensure that all Employees have read and understood the policies that are in place and know who to report concerns too.

- 2.3. The Provider shall keep a register of all Employees and against each Employee, the Provider must record the policies, which the Employee has been given copies of, and the date such policies were provided to the Employee. The Provider must also ensure the Employee signs and dates the register to confirm they have read and understood such policies.

3. Disclosure and Barring Service

- 3.1. The Service Provider must comply with the Police Act 1997. Disclosure and Barring Service vetting forms will be completed and submitted in accordance with Part V of the Serious Organised Crime and Police Act 2005.

- 3.2. Providers must ensure all the relevant safeguarding, recruitment and barring checks have been undertaken for all employees, unpaid voluntary workers and other persons providing the Service and keep appropriate training records.

- 3.3. For those Employees not engaged in Regulated Activity a proportionate selection of checks commensurate to the role is required.

- 3.4. For all positions that come within the definition of Regulated Activity the Provider is required to carry out an Enhanced Disclosure and Barring Service Checks. Checks need to be completed on all employees, unpaid voluntary workers and other persons providing the Service. These should be repeated on a three yearly cycle.

- 3.5. Employees, unpaid voluntary workers and other persons should not commence their duties until the necessary checks have been completed and clearance provided to the Service Provider.
- 3.6. The Council should be made aware of an employee with the Service Provider who has an unacceptable criminal conviction or other antecedents. Under such circumstances, the Council will discharge its duty of care to protect vulnerable people from harm.
- 3.7. The Service Provider shall ensure that it operates a recruitment and selection procedure which aligns with the Council's safer recruitment and disciplinary standards and which meets the requirements of legislation, equal opportunities and anti-discriminatory practice and ensures the protection of children and/or Adults at Risk.

4. Safeguarding Training

- 4.1. The Service Provider shall ensure that all personnel engaged in the delivery of the Services receive appropriate and relevant safeguarding training in relation to children and adults and receive refresher training on a three yearly basis as a minimum.
- 4.2. The Service Provider shall ensure delivery of the following training levels to the relevant staff and ensure the stated core aim's and objectives are conveyed within each training level:-
 - 4.2.1. **Level 1** – This level of training is the minimum required and that all staff must obtain. The learning must include the following areas:
 - Safeguarding is everyone's responsibility.
 - Definition of what Safeguarding means.
 - What the law states regarding Safeguarding responsibilities.
 - The expectations of employees in terms of safeguarding.
 - The definitions of abuse and neglect.
 - Recognising signs and symptoms of abuse and neglect.
 - How to report a concern and to whom.
 - 4.2.2. **Level 2** – This level of training is required where employees work brings them into contact with children and/or adults whom may be at risk. The training must include the following areas as a minimum:
 - Recognise who is an adult at risk
 - Identify some signs & symptoms of adult abuse
 - Name and define the categories of abuse.
 - Define their roles & responsibilities in relation to current Safeguarding legislation & policy
 - The Codes of Professional Practice.
 - Consider what abuse and neglect are.
 - Understand the difference between the terms 'Safeguarding' and 'Child Protection'.
 - Consider the laws regarding children in need of protection.
 - Who abuses children and/ or adults.
 - Know how to respond should a child or adult make an allegation.
 - Know how to report a concern, disclosure or allegation of abuse

4.2.3. **Level 3** – Is the minimum required level of training required for the Named Safeguarding Person and all staff members with a supervisory role. The training must include the following areas as a minimum:

- How to manage immediate risks to maintain the safety of the person
- Capacity & consent issues relevant to the Safeguarding process
- What to do & what not to do with regard to preserving evidence
- The next stages of the Safeguarding process & the implications for yourself or your agency
- Child protection and the law.
- Identifying child abuse.
- Missing, Child Sexual Exploitation and Criminal Exploitation Strategy Meetings
- The differences between Fact and Opinion
- Role of IIAA - Integrated Information Advice and Assistance.
- Contributing to a Child Protection Case Conference and core group – roles and responsibilities
- The decision making process, thresholds and professional differences.
- Child Practice Reviews
- Professional Strategy Meetings (PSMs).

5. Whistle Blowing

The Service Provider shall have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Service Provider as regards any part of the provision of the Services in compliance with paragraph 41.7 of the Conditions of Contract.

6. Subcontracting Arrangements

All sub-contractors, must comply with the above requirements. It is the Providers responsibility to ensure that all sub-contractors have in place a commensurate safeguarding policy and procedure as detailed above or that the subcontractor adopts the policy and procedure of the Provider for the duration of their work on this contract.

7. Designated Safeguarding Lead (Named Safeguarding Person)

7.1. The Service Provider shall appoint a Designated Safeguarding Lead (Named Safeguarding Person). This person must be of sufficient seniority for responsibility of the safeguarding of children and/or adults and have completed to a minimum Level 3 training in safeguarding as per para 4.2.3 above.

7.2. The Service Provider's Named Safeguarding Person is responsible for following duties (this list is not exhaustive and there may be other duties to include):-

7.2.1. To implement and monitor the Service Provider's safeguarding policies, procedures and relevant training including management of allegations and concerns.

7.2.2. To support all activities necessary to ensure that the Service Provider meets its responsibilities to safeguard/protect both children and adults.

7.2.3. To advise social care services and the police with regard to any safeguarding issues.

- 7.2.4. To provide advice and signposting to the Service Provider's workforce about legal processes, policies and procedures.
 - 7.2.5. To contribute to the delivery of safeguarding training for all staff and tailor provisions to meet the learning needs of participants within the Service Providers workforce.
 - 7.2.6. To ensure provision of effective safeguarding appraisal, support, peer review and supervision of the Service Providers workforce.
 - 7.2.7. Work with the Service Purchaser on safeguarding issues as and when required.
- 7.3. A deputy person shall also be appointed so reports could be made to in the absence of the Named Safeguarding Person in para 7.1 or in cases where that person themselves is the subject of the allegation or concern.

SCHEDULE 2
Scope and Specification of the Service

SCHEDULE 3 Payment Provisions

- 1.1 Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Service Provider's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Service Purchaser.
- 1.2 If any sum is payable by the Service Provider under this Contract or any other contract with the Service Purchaser, such sum may be deducted from any invoices submitted by the Service Provider.
- 1.3 The Service Purchaser reserves the right to withhold payment against any invoice which is not submitted in accordance with the Contract or if the Service Provider is in breach of any of its obligations under the Contract or any other contract between the parties until such time as a corrected invoice is submitted or the breach is cured. The Service Purchaser shall in each case notify the Service Provider in writing of the reason for withholding payment.
- 1.4 The Service Provider is referred to Schedule 2 for any further conditions relating to payment provisions.

SCHEDULE 4
Monitoring of the Service/Key Performance Indicators

SCHEDULE 5

Data Protection Schedule

SCHEDULE 6
Tender Response

Agenda Item 6



Report of the Convener of the Procurement Inquiry Scrutiny Panel

10 November 2021

Business Wales

Purpose:	To understand the role of Business Wales in small business
Content:	Discussion with representative from Business Wales
Councillors are being asked to:	Discuss the issue as part evidence gathering for the Scrutiny Inquiry into Procurement.

Context

The Procurement Scrutiny Inquiry Panel as part of their evidence gathered has asked to speak to Business Wales about the training provided to small companies to help them tender for Council contracts.

In attendance will be Mr Elgan Richards, Tendering Advisor at Business Wales.

Background

What does Business Wales do?

Business Wales is a free service that provides impartial, independent support and advice to people starting, running and growing a business in Wales. With regional centres across Wales, they offer a mixture of online and face-to-face support, as well as training workshops and individual advice.

Further information can be found at:

<https://businesswales.gov.wales> › [business-wales](#)

Agenda Item 7

Report of the Cabinet Member for Delivery and Operations

Procurement Inquiry – 10 November 2021

Procurement report (performance, stakeholder surveys and comparative data)

Purpose	This report provides an overview of the range of procurement data used at Swansea Council
Councillors are being asked to	consider the information given as part of the inquiry into procurement
Lead Councillor / Chair	Councillor Chris Holley
Lead Cabinet Member / Officers	<ul style="list-style-type: none">• Cllr David Hopkins• Adam Hill, Deputy Chief Executive and Director of Resources• Chris Williams, Head of Commercial Services
Report Author	Chris Williams

1. Introduction

1.1 This report is provided to brief the Panel on the range of procurement data used at Swansea Council and it covers the following areas:

- Data from the Welsh Government's online procurement systems, e.g Sell2Wales (which are used by Authorities across Wales and which have been implemented to provide a common customer facing portal, so that Welsh suppliers do not have to interact with multiple different systems and also so that advice can be given on their usage by key Welsh government agencies including Business Wales).
- Data derived from 'Meet the Buyer' events - these are run periodically to gain input on proposed procurement activity.
- Contract management reporting data and its structure:- once a contract is 'live' each Council Service then takes on a contract management duty to ensure the desired contract outcome is achieved, on time and in line with the budget allocated to the project.
- Other relevant data including Sell2Wales usage and policy related developments, to provide further context to the Panel.

- 1.2 Supplier data provided has been anonymised in line with the Council's data protection obligations.
- 1.3 This report should be read in conjunction with the initial report presented to the Panel providing an 'overview of procurement' at the Council, which provide further details of the systems that are in place.

2. Welsh Government data reporting systems

- 2.1 The Welsh Government provides Local Authorities with a suite of IT-based procurement solutions, the most well-known of which is the Sell2Wales portal which is a contract advertising function, and which provides interested parties with details of contracts via a web portal and so functions as a 'one-stop shop' whereupon registering suppliers will be able to receive appropriate alerts (so an electrical contractor would receive notifications of appropriate work and not need to search through large and disparate databases).
- 2.2 The advantage of the above approach is that suppliers do not have to contact Local Authorities individually to understand their needs and requirements, and that the system provides both transparency and consistency, and especially so that appropriate support can be provided to interested companies (for example to smaller companies and those new to the public sector procurement process) by a specialised Welsh Government body – Business Wales. As an electronic-based system it also reduces bureaucracy from previous paper-based systems.
- 2.3 A standard part of the reporting tool related to the Welsh Government's system is knowledge of why interested parties did not submit bids. This data can be then monitored to understand any issues associated with the procurement process, which can be used to inform future activity.
- 2.4 Appendix A contains sample feedback provided for the Panel's review, within which one can see the parties that registered for the tender, and then specific responses from those that did not bid, containing their rationale for withdrawing.

3. Data derived from Meet the Buyer events

- 3.1. Meet the Buyer events are run periodically to brief interested parties on the Council's approach and these are particular useful where the item in question has not been procured for some time or there may be innovation that needs to be factored into a specification, and so the Council can receive feedback on such matters.
- 3.2 Whilst they are not part of the tender process itself (they occur pre-tender and one could see them as part of the commissioning process / informing the final specification), they have a place in the wider route to market procurement process as described above.

- 3.3. In the past twelve months the Council has sought to invest to in playground infrastructure through its Capital Play Investment Programme and a 'meet the buyer event' was held to gain supplier interest and input. Feedback from those that attended is provided in Annex B, together with an overview showing how the meet the buyer event fits into the procurement process.
- 3.4 As articulated by Amanda Carr, Director of SCVS at the last Inquiry meeting, there are other fora where the procurement-related issues of the Council are discussed, so for example in the social care field Amanda noted, with regard to the Council-Third Sector 'Compact' arrangements –

"I would praise the local authority for its work in this space over the last 2 to 3 years in its growing emphasis on cooperation around the specifications for services which are going to be sought from the third sector".

4.0 Contract management

- 4.1 Every Council contract is assigned both an authorised officer (responsible for the contract) and a responsible officer who is the budget holder, and this responsible officer role is assigned to one of the Heads of Service in the Council, so for example a contract related to property maintenance would come under the area the head of corporate property services. This is important because much effort is put in to ensure that there are no duplicated contracts in the Authority (for example two departments buying the same thing), so the contract manager will facilitate access to their contract from other departments and also build up their own specialism in that area of work.
- 4.2 Contracts themselves are tendered on the basis of specifications which can then be performance managed and such work is vital in ensuring the Council achieves the outcomes that it desires from its delivery partners / suppliers.
- 4.3 Each contract is typically based on a common set of Council terms and conditions (so for goods, services or public infrastructure works) and terms are then supplemented by the exact specification for the goods, services or works in question.
- 4.4 In Annex C reporting forms are provided showing how regular performance management is enacted by the Council for the following:
- Works contract monitoring (civil engineering)
 - Social Services monitoring (housing support programme)
 - In addition further narrative related to the monitoring approach adopted by Social Services and Digital Services (housing support

and service desk software) is shown in 'contract management narrative'

- And, for a large project, a sample contract management report overview is provided to show the elements that are considered on a regular basis (attachment PRU client progress report)

5. Other relevant data and policy developments

- 5.1 Data related to the use of Sell2Wales is contained in Appendix D, which shows the volume and breadth of opportunities that are advertised. As noted above a supplier would register against a certain industry code and then receive electronic alerts as soon as the opportunities are live. Interested parties would have the opportunity to question the Council through the tender portal, to seek further information. Should any party express an interest in learning about how the portal itself works then they would be referred to the Welsh Government's Business Wales for further advice, support and training. Table 1 below shows the process format.
- 5.2 Procurement also provide a range of useful tools to help map timelines for projects - please see also included in Appendix D a Gantt chart document that facilitates understanding of the complete timeline of a procurement process, from initial consideration through to go live. It is designed as a checklist for departments to use and to aid planning.
- 5.3 We have also introduced an electronic tool which allows for the signing of contracts and this has delivered significant savings (estimated at 24,000 less pages printed in just Commercial Services) and importantly enabled continuity of service during the covid-19 pandemic.
- 5.4. The Council also undertakes bespoke data gathering and prior to the pandemic looked at the accessibility of tender opportunities to small companies in the construction area, from which three key variables were identified as potential barriers to such organisations:
- The size of contracts: - certain respondents expressed the opinion that they would not have the internal capacity to manage large contracts;
 - accreditations - it was noted by certain respondents that they may not have the industry / professional accreditations that the Council may seek (these professional/ industry certifications are dependent on the requirement, so someone installing gas boilers would need the appropriate industry accreditation due to safety considerations), and
 - financial strength – some companies noted that their financial strength was not large enough to be considered for a Council contract (the Council typically seeks a 2:1 guideline ratio of twice turnover to contract value in line with Government best practice).

The output from the above work is now integrated into our analysis of contract design with recent small works contracts for example split into components by job size (to make it them more accessible to SMEs - and

this is the 'lotting' activity was discussed at a previous Panel meeting – whereby the Council might break large programmes of work into smaller projects in order to enable SMEs to bid for this work). Also, companies are advised that where they do not have a 2:1 financial strength ratio they can submit further evidence of how they meet the requirements of the Council and that can then be considered. Where the Council does work with a larger entity then any of its subcontracting opportunities are then advertised on Sell2Wales to assist local companies.

- 5.4 At the Welsh Government's level there is a continued focus on procurement activity in Wales with the major feature of the current landscape a proposed reform of the U.K.'s 'public contract regulations' (which dictate the rules around how we go to market for tendering our requirements – a link to this work has previously been sent to the Panel for its further review). As part of this review of the UK regulations there is an integral debate on data reporting and the desired centralisation of procurement data (both of which are integrated into the new legislation, so there would be a large expansion of the electronic systems for procurement to generate comparative data); separately the Welsh Government is currently commissioning a review of procurement support, targeting the creation of a Procurement 'centre of excellence', which would seek to develop comparative data for procurement across Wales and support practitioners across Wales in obtaining the best outcomes from public funds (and a recent Ministerial advisory group noted that Swansea might be a good home for such a unit due to the best practice that the Council has shown in this area).
- 5.5 As noted by Adam Hill, Deputy Chief Executive, at the Inquiry's session reviewing procurement practice within the Resources Directorate, the Welsh Government provides a benchmark staffing ratio of one qualified procurement professional per £10m of spend, which would equate to some 26 staff in Swansea, but at this time the Procurement department has 8.5 staff, and so expanding this staff base is now under consideration to both support and enhance the focus on procurement best practice within the Council.

TABLE 1

	Under £10,000	Goods & Services			Works			Above Threshold
	< £10,000	£10,001 - £25,000	£25,000 - £140,000	£140,001 - EU Threshold	£10,000 - £140,000	£140,001 - £500,000	£500,001 - EU Threshold	
Quotation or Tender	Quotations	Quotations	Quotations	Tender	Quotations	Tender	Tender	Tender
Process <small>Page 50</small>	Best value considerations	Invite a minimum of 4 quotations	Invite a minimum of 4 quotations	Tendering procedures apply	Invite a minimum of 4 quotations	Tendering procedures apply	Tendering procedures apply	UK Public Contract Regulations apply
Advertising	Not normally advertised, Buyer discretion as to whether the opportunity is advertised	Buyer discretion as to where the opportunity is advertised	Openly advertised on Sell2Wales, with exceptions allowed by agreement of Procurement	Openly advertised on Sell2Wales	Four quotations shall be sought from appropriate suppliers using Sell2wales or suppliers registered on Constructionline	Openly advertised on Sell2Wales or alternatively six quotations shall be sought from Suppliers registered on Constructionline	Openly advertised on Sell2Wales	Adverts must be published in FTS

PROJECT INFORMATION

Project Code	Project Title	Project Reference
project_47702	Contract for Demolition and remedial works to at Chimneys at Penlan and Townhill	CCS/21/230

ITT SETTINGS

ITT Code	ITT Title	ITT Description	
itt_88436	Contract for Demolition and remedial works to at Chimneys at Penlan and Townhill Swansea	Contract for Demolition and remedial works to at Chimneys at Penlan and Townhill Swansea	
Type of Supplier Access	Options for Viewing Responses	Ranking Level	Current Awarding Level
ITT Open to All Suppliers	Sealed (parallel opening)	Overall	
Qualification Envelope	Technical Envelope	Commercial Envelope	
Yes	Yes	Yes	
Supplier Response Ranking	Commercial Envelope Strategy	ITT Status	
No Ranking		Qualification Evaluation	
Estimated Value of Contract	Currency:		
550,000.	GBP		

ITT ATTRIBUTES

ITT Type

Contract Details - Manylion y Contract

RESPONSE SUMMARY

Number of invited suppliers: 6
 Number of suppliers who declined to respond: 2
 Number of suppliers rejected during pre-evaluation stage: 0
 Number of suppliers excluded in qualification evaluation phase: 0
 Number of suppliers excluded in technical evaluation phase: 0
 Number of suppliers excluded in commercial evaluation phase: 0

LIST OF INVITED SUPPLIERS

Supplier	Date Invited	Invited by buyer
	06/07/21 09:56	Self Invited
	16/07/21 16:13	Self Invited
	06/07/21 09:45	Self Invited
	08/07/21 09:26	Self Invited
	06/07/21 19:16	Self Invited
	06/07/21 08:21	Self Invited

SUPPLIERS HAVING DECLINED TO RESPOND

Supplier	Response Date	Notes
	14/07/21 09:17	Timescales / tender deadline
	06/07/21 09:48	Apologies - this project more suited to a smaller organisation - had it been large industrial chimneys Safedem are specialist

LIST OF SUPPLIERS REJECTED BEFORE EVALUATION

Not Applicable

PROJECT INFORMATION

Project Code	Project Title	Project Reference
project_48082	Contract for the Supply and Installation of Domestic Fire alarm systems (Swansea	CCS/21/222

ITT SETTINGS

ITT Code	ITT Title	ITT Description	
itt_89528	Contract for the Supply and Installation of Domestic Fire alarm systems (Swansea)	To supply and install fire Alarm protection devices to tenanted Properties The contract involves the complete supply & install of the domestic smoke alarm install as detailed in the schedule of equipment and as specified from the Fire Safety Officer in existing Council Dwellings, upgrading to a standard as detailed within the specification.	
Type of Supplier Access	Options for Viewing Responses	Ranking Level	Current Awarding Level
ITT Open to All Suppliers	Sealed (parallel opening)	Overall	
Qualification Envelope	Technical Envelope	Commercial Envelope	
Yes	No	No	
Supplier Response Ranking	Commercial Envelope Strategy	ITT Status	
No Ranking		Qualification Evaluation	
Estimated Value of Contract	Currency:		
170,000.	GBP		

ITT ATTRIBUTES

ITT Type

RESPONSE SUMMARY

Number of invited suppliers: 12
 Number of suppliers who declined to respond: 2
 Number of suppliers rejected during pre-evaluation stage: 0
 Number of suppliers excluded in qualification evaluation phase: 0

LIST OF INVITED SUPPLIERS

Supplier	Date Invited	Invited by buyer
	24/08/21 11:20	Self Invited
	26/08/21 10:24	Self Invited
	24/08/21 12:35	Self Invited
	24/08/21 13:25	Self Invited

	23/08/21 09:34	Self Invited
	20/08/21 15:35	Self Invited
	17/09/21 13:43	Self Invited
	23/08/21 08:20	Self Invited
	06/09/21 15:54	Self Invited
	08/09/21 08:50	Self Invited
	23/08/21 07:19	Self Invited
	23/08/21 16:37	Self Invited

SUPPLIERS HAVING DECLINED TO RESPOND

Supplier	Response Date	Notes
	26/08/21 16:30	Unable to provide a response
	27/08/21 10:19	We feel this work would be more suitable for a electrical contractor.

LIST OF SUPPLIERS REJECTED BEFORE EVALUATION

Not Applicable

PROJECT INFORMATION

Project Code	Project Title	Project Reference
project_48264	Contract for Domestic Rewires – Contract 2	CCS/21/212

ITT SETTINGS

ITT Code	ITT Title	ITT Description	
itt_90032	Contract for Domestic Rewires – Contract 2	Contract for Domestic Rewires – Contract 2	
Type of Supplier Access	Options for Viewing Responses	Ranking Level	Current Awarding Level
ITT Open to All Suppliers	Sealed (parallel opening)	Overall	
Qualification Envelope	Technical Envelope	Commercial Envelope	
Yes	Yes	Yes	
Supplier Response Ranking	Commercial Envelope Strategy	ITT Status	
No Ranking		Qualification Evaluation	
Estimated Value of Contract	Currency:		
230,000.	GBP		

ITT ATTRIBUTES

ITT Type

Contract Details - Manylion y Contract

RESPONSE SUMMARY

Number of invited suppliers:	8
Number of suppliers who declined to respond:	0
Number of suppliers rejected during pre-evaluation stage:	0

LIST OF INVITED SUPPLIERS

Supplier	Date Invited	Invited by buyer
	22/09/21 08:25	Self Invited
	17/09/21 09:00	Self Invited
	13/10/21 09:10	Self Invited
	17/09/21 10:46	Self Invited
	21/09/21 16:08	Self Invited
	28/09/21 09:30	Self Invited
	17/09/21 08:51	Self Invited
	01/10/21 12:58	Self Invited

SUPPLIERS HAVING DECLINED TO RESPOND

Not Applicable

LIST OF SUPPLIERS REJECTED BEFORE EVALUATION

Not Applicable

Swansea Council

Virtual Meet the Buyer Event on 7th May 2021 at 10.00 -11.30am

Supply and Installation of Play Equipment and Safety Surfacing

Session Feedback

We thank you for attending the recent Meet the Buyer Event.

We promote a collaborative approach as part of project delivery. Your feedback is valued and helps us to seek opportunities to benefit future sessions.

We would be grateful if you would spend a few minutes to complete the table below, by selecting options from the dropdown menu and provide feedback.

Reflection – How did you rate the session		
Theme	Level of Satisfaction	Comments
Location - Virtual Event	Very Good	
Duration of Session	Very Good	
Information	Very Good	
Improved knowledge to support the tender process	Good	
Communication	Very Good	
As part of our commitment for continuous improvement, we are keen to appreciate your views on how we can improve the delivery of future sessions. Please use the space below.		
<p>I was impressed by how smoothly the session ran considering it being displayed via Microsoft teams compared to other virtual events I have previously attended.</p> <p>The event was very informative and we will take on some points for future schemes.</p>		

Please return this form to Kristy Tillman by email Kristy.Tillman@swansea.gov.uk .

We thank you for your participation and wish you the very best.

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Theme	Level of Satisfaction	Comments
Location - Virtual Event	Very Good	I really enjoyed the virtual approach.
Duration of Session	Very Good	
Information	Very Good	Nice to go through the items and get the client viewpoint to assess their interpretation.
Improved knowledge to support the tender process	Very Good	I think Play areas are a very tricky item to assess and a tender process will always bring challenges and disagreements. I really like the way the scoring is evolving and was good to get an understanding of the key assessment areas.
Communication	Very Good	Excellent as always.
As part of our commitment for continuous improvement, we are keen to appreciate your views on how we can improve the delivery of future sessions. Please use the space below.		
<p>There seemed to be a few people who didn't speak up and maybe an introduction round robin from attendees may have helped to break the ice a bit. But it was great to have the opportunity to attend such an event.</p>		



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Reflection – How did you rate the session		
Theme	Level of Satisfaction	Comments
Location - Virtual Event	Choose an item.	No problem with this
Duration of Session	Choose an item.	Timing was right
Information	Choose an item.	Very good
Improved knowledge to support the tender process	Choose an item.	Helpful
Communication	Choose an item.	Good
As part of our commitment for continuous improvement, we are keen to appreciate your views on how we can improve the delivery of future sessions. Please use the space below.		
<p>The session was informative and well organised. No problems with the information given</p>		

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We would be grateful if you would spend a few minutes to complete the table below, by selecting options from the dropdown menu and provide feedback.

Reflection – How did you rate the session		
Theme	Level of Satisfaction	Comments
Location - Virtual Event	Good	Currently, we have no option but to have virtual meetings. Face to face are always going to be better.
Duration of Session	Very Good	The meeting started and finished as it was specified. Enough time was allocated for key points to be discussed and opinions shared.
Information	Very Good	A timeline has been given, this gives us the opportunity to prepare our resources.
Improved knowledge to support the tender process	Good	
Communication	Very Good	
As part of our commitment for continuous improvement, we are keen to appreciate your views on how we can improve the delivery of future sessions. Please use the space below.		
<p>The only way this can be improved is by having a meeting, face to face, rather than online. There is one note – by having a group of competitors together at the same time you will find that some companies will not necessarily share their views with the group, as this could give their competitors information on how they work. (Please do contact me if this doesn't make sense)</p>		



Swansea Council

Virtual Meet the Buyer Event on 7th May 2021 at 10.00 -11.30am

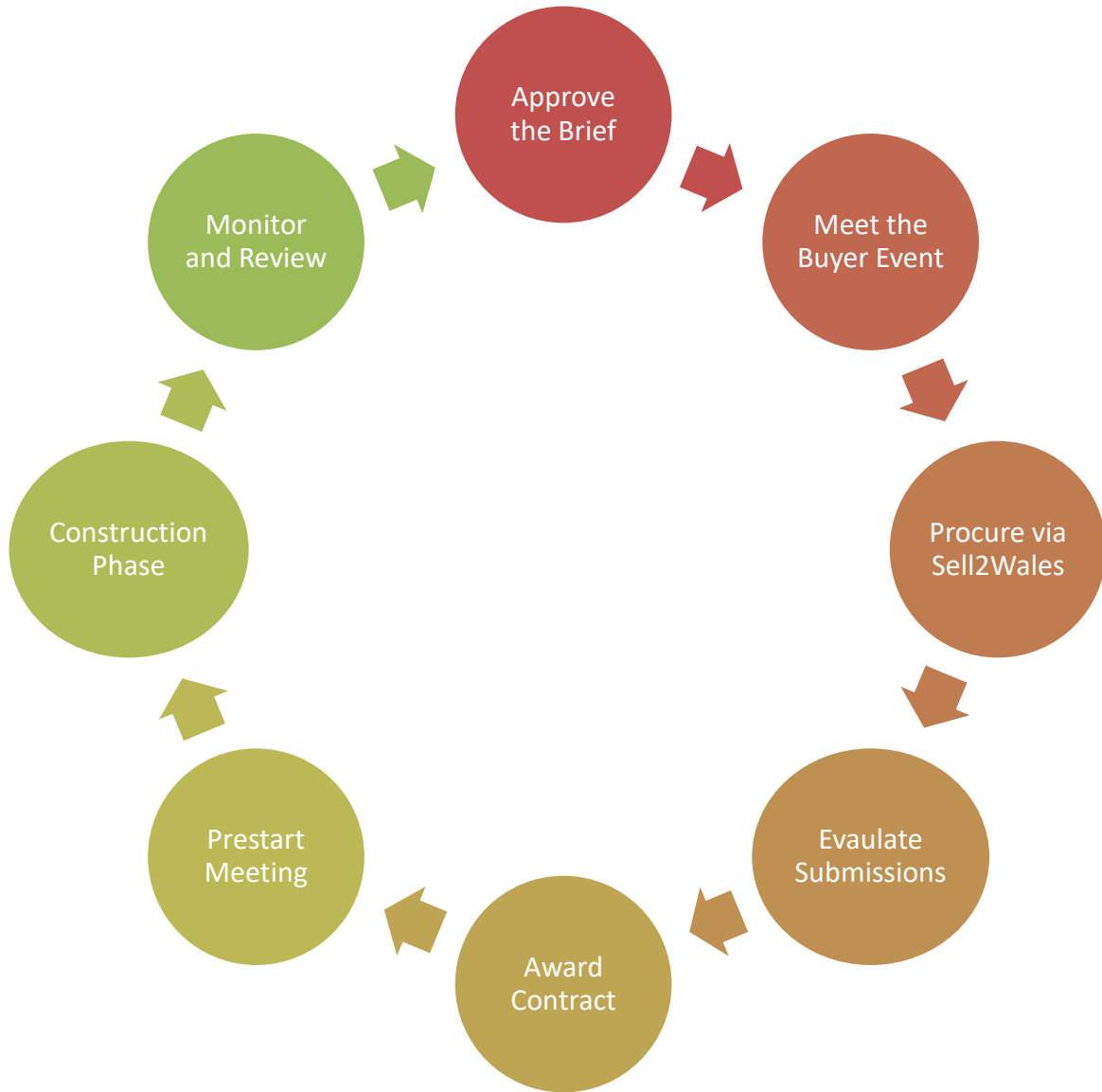
Supply and Installation of Play Equipment and Safety Surfacing

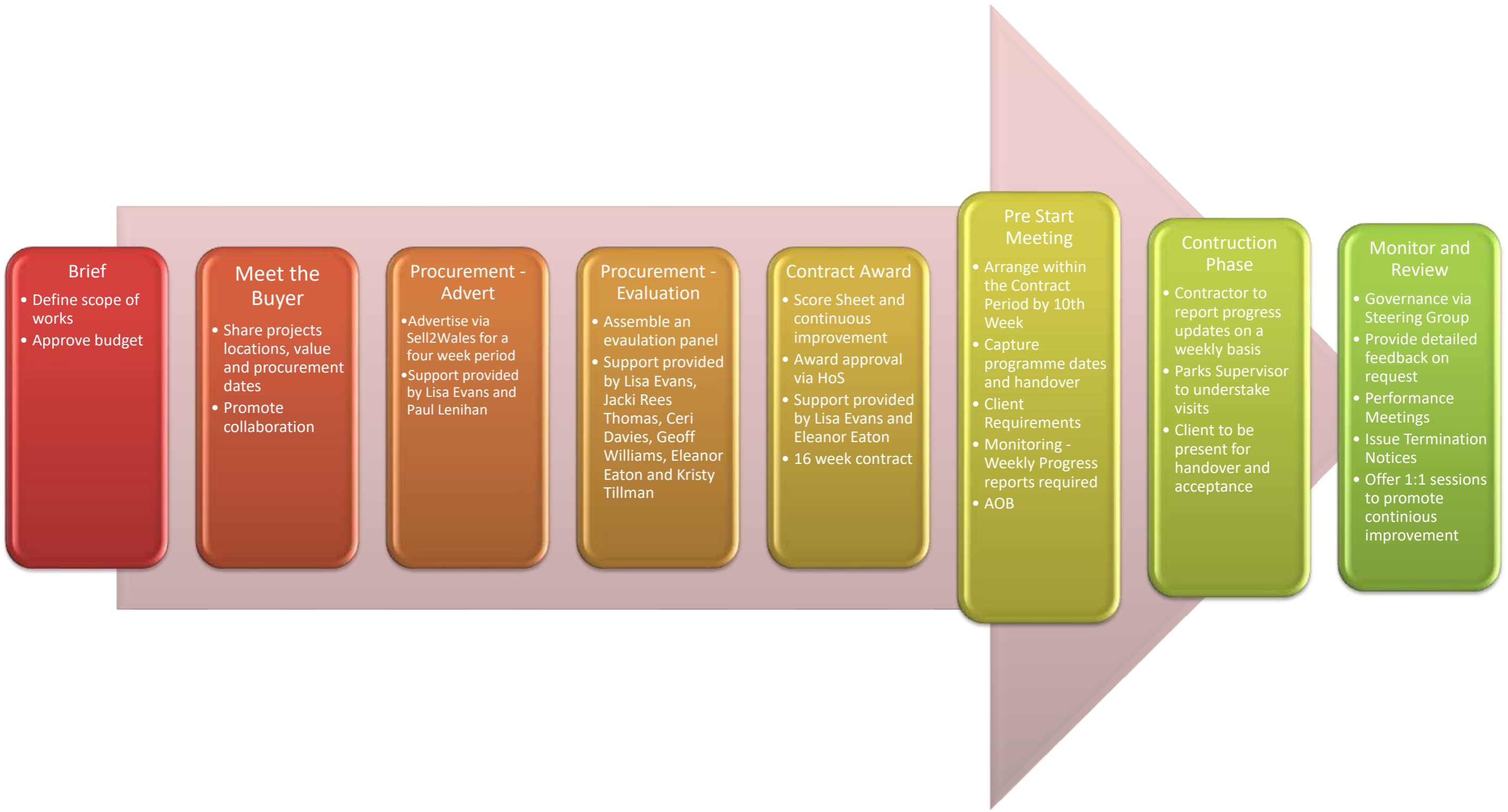
Session Feedback

Please return this form to Kristy Tillman by email Kristy.Tillman@swansea.gov.uk .

We thank you for your participation and wish you the very best.

Capital Play Investment Programme Delivery Process





PRU

Project Monthly Report



29th June 2020

Report dated 26th June 2020

Contractors Report 12

Contents

1.0 Safety, Health and the Environmental Issues

- 1.1 Health and Safety
- 1.2 Environment / Ecology

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- 2.2 Current position
- 2.3 Overall assessment of position
- 2.4 Construction activities
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- 2.6 Items that may affect progress
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- 3.1 EWN's
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- 3.4 Client RFI's
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- 4.1 Design Progress
- 4.2 Design Status
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 - 4.2.2 Civils/Structural
 - 4.2.3 Services
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APPENDICIES

- A. Progress Photographs
- B. Current Programme Dropline
- C. Change Management Tracker
- D. Warranty Tracker

Social Services: **Overview of Housing Support Grant Monitoring.**

The usual method of monitoring of HSG providers changed considerably as a result of the start of the pandemic and subsequent lockdown. The usual process is for an annual site visit and a face to face meeting with managers and staff. This was clearly not possible during lockdown and other COVID restrictions. Therefore pro-active monitoring was maintained through regular telephone conversations with provider organisations either via the telephone or via TEAM's.

Contact periods were risk assessed and varied, however fortnightly contact was the default position for all providers. During these conversations a range of issues was raised, including staff absence (Covid and non Covid related), recruitment, safeguarding issues, occupancy rate, client issues such as non-compliance with Covid restrictions, and latterly vaccination figures. The issues of client wellbeing during lockdown and in the absence of external activities and support services was also a common theme. During the peak of the crisis our monitoring/reporting of COVID issues was daily, this information was reported to Silver Group.

PPE was offered and supplied to providers at no cost with regular communication was in place to determine supplies needed.

Regular communication/guidance from Welsh Government and Cymorth (umbrella body for providers of homelessness, housing related support and social care) relating to COVID was distributed promptly.

Providers would also contact us with a range of concerns/requests for advice around a number of issues such as safeguarding and staff issues.

The development of software and developing expertise around remote working has enabled the resumption of more formal monitoring meetings using TEAMS, which have been taking place on a phased basis since May of this year.

Contract Liaison Meetings also have been held with providers. These focus in particular on financial and strategic organisational issues and on proposed service changes.

Evidence was also requested of Business/Contingency Plans being updated to reflect the new circumstances arising from the pandemic.

In response to the pandemic the HSG team also began to request weekly information on some key issues using a standard matrix.

Further elements of monitoring include;

- A six monthly outcomes spreadsheet which provides information on client progress across a range of desired outcomes on a standard scale of 1-5 defined by Welsh Government and used across all HSG funded providers within Wales. It also provides information on the homelessness status of clients at point of entry into, and point of exit from services.

- Monthly tenant information sheets are also requested. These provide an up to date picture of occupancy rates and of the move on status of clients, as well as information on protected characteristics.
- An 'Outcomes Summary Qualitative Sheet' is also requested on an annual basis. This provides more detailed information to the HSG team on emerging themes, barriers to client progress and on what worked and what did not work in efforts to develop client independence, and to enable move on to lower level of support, where possible and appropriate. This is also viewed as an opportunity for providers to reflect on their own services.
- We also request individual case studies, to provide a narrative context to the quantitative information requested.
- A comprehensive annual 'Self-Certification form is also required from providers as part of monitoring. This allows provider organisations to self – certify compliance, and demonstrate resilience across a range of statutory and contractual requirement, and forms a basis for discussion at monitoring meetings.

Digital Services

Subject: Contract Monitoring / service desk

The service desk contract was award to XXXXX in April 2019 and was a 3 + 2 year contract.

The Infrastructure Operations Manager and Change, Asset and Configuration Officer meet with the Account manager every other month. These meetings are to discuss any outstanding faults or issues. Any upgrade paths or enhancements that maybe required.

These meetings are mainly held over TEAMS or via email exchange.

The Infrastructure Operations Manager and Change, Asset and Configuration Officer meeting regularly to discuss the system regularly and meet with the Digital Service Manager on a monthly basis to discuss progress or any issues that need to be escalated.

SCHEDULE 4 – KEY PERFORMANCE INDICATORS

SCHEDULE 4 – KEY PERFORMANCE INDICATORS

(Indicative KPI's)

Throughout the Term of the Framework the performance of the Contractor in relation to each contract or bid shall be measured against the Key Performance Indicators. The Employer shall be entitled, in its absolute discretion, to add to, amend or delete any of the Key Performance Indicators. The parties shall meet at such intervals set out by the Employer from time to time but in any event at least once in each year of the Term. The purpose of the meeting is to review the Contractor's performance in relation to the Key Performance Indicators on each Contract. The Employer shall maintain a record of all Key Performance Indicators collected in relation to each Contract and of a summary of the review meetings that take place.









Key Performance Indicators will be scored as follows:









GOOD	Employer satisfied with performance.
ACCEPTABLE	Generally satisfied but scope for improvement.
POOR	Scope for improvement.
UNACCEPTABLE	General failure of performance (or failure to submit 3 consecutive or non compliant bids in each region).

Indicative KPI's applicable to the Contractor's performance on each Project will be recorded on the following Project Review form.

South West Wales Regional Civil Engineering Contractors Framework Project Review

Project Title:		Project No:	
Employer:		Employer officer:	
Contractor:		Contractor manager:	
Works cost estimate:	£	Actual works cost:	£
Proposed contract period:	weeks	Actual contract period:	weeks
Brief description of project / bid:			
(See scoring criteria above)			
Appropriate resource provided	SCORE		
Comments:			
Programme	SCORE		
Comments:			
Management of change	SCORE		
Comments:			
Management of risk	SCORE		
Comments:			
Cost Predictability	SCORE		
Comments:			

Health and Safety	SCORE	
Comments:		
Quality	SCORE	
Comments:		
Collaborative Working	SCORE	
Comments:		
Maximising the opportunities for innovation	SCORE	
Comments:		
Meeting community benefits criteria	SCORE	
Comments:		
Sustainability & Waste	SCORE	
Comments:		
CEEQUAL	SCORE	
Comments:		
Post Completion Works	SCORE	
Comments:		

Project Bidding		SCORE				
Comments:						
OVERALL RATING		SCORE				
Additional Comments/Feedback						
Form completed by (Name & Job title):						
Signed:		Date:				
Signed:		Date:				

The control of KPI data and the effect on future awards is as detailed as follows:

Category	KPI	Comment	Effect on future Awards
A	Good	Record kept.	None.
B	Acceptable	Lessons learnt discussed between Authority and Contractor. Record of lessons learnt kept at local level and reference to this kept on central database.	During subsequent award (s) ongoing meetings to monitor performance.
C	Poor	Lessons learnt discussed between Authority and Contractor and discussed across all Authorities. Record of lessons learnt kept on central database	No further award of projects by the individual Employer until written confirmation received from contractor detailing how they intend to improve. During subsequent award(s) ongoing meetings to monitor performance.
D	Unacceptable	Formal notification of unacceptable performance sent to contractor	Suspension of Agreement for 6 months by all Authorities. After this period no further awards until written confirmation received from contractor detailing how they intend to improve. During subsequent award(s) ongoing meetings to monitor performance. Repeat failure may result in the termination of the Contractor's involvement in the specific Lot.

SCHEDULE 4

Monitoring of the Service/Key Performance Indicators

1. Quality Monitoring

- 1.1 The Service Provider shall regularly collect Service User's views of the Service, use them to inform the work of the Service and report them at an annual review.
- 1.2 Current monitoring requirements from the Service Provider are listed in the monitoring arrangements table below. The Service Provider shall at all times co-operate with the reasonable processes of the Service Purchaser for monitoring, evaluation and quality audit in whatever way is reasonably requested by the Service Purchaser.
- 1.3 The Service Provider will have an internal monitoring procedure and Quality Assurance System and will involve Service Users and allow access for monitoring or inspection by representatives of the Service Purchaser. This may include an unannounced inspection, monitoring. The Service Provider will rectify any shortfalls in service quality within a stipulated time period.
- 1.4 The Welsh Government requires each Service Purchaser to obtain information from organisations whom they purchase services from. Information must be provided as required by the Service Purchaser.
- 1.5 A delegated Officer of the Service Provider shall meet with a named representative of the Service Purchaser or as agreed to review the Contract and Service Specification and how the Service Provider is achieving the aims and objectives agreed.
- 1.6 Prior to this meeting the Service Provider maybe asked to provide:
 - Outcomes Information – qualitative and quantative analysis.
 - Evidence of internal monitoring procedures and monitoring work carried out.
 - Statistical data which indicates how objectives, standards and targets inherent in the contract are being met.
 - Other appropriate material requested in response to specific issues / concerns / achievements.
 - Any other material identified within the monitoring arrangements (see Monitoring Arrangements Template).

2. Support Services Review / Evaluation

- 2.1 The Service Purchaser will conduct at least 1 full Support Service Review/ Evaluation every 4 years from the start of the Agreement in each service provision area. All of the Services provided by the Service Provider in the service provision area will be reviewed.
- 2.2 Each Review must be carried out in accordance with any guidelines and directions issued by the Welsh Assembly Government under Section 93 of the Local Government Act 2000 or subsequent legislation. In these reviews the Service Purchaser will:
- Assess the strategic relevance of the Project including an assessment of current and projected needs and supply
 - Assess the quality and cost effectiveness of the support services, with a view to disseminating good practice and negotiating service improvements
 - Seek to identify the appropriate level of funding allocated to each project
 - Identify if the project is meeting the identified needs of the people who require the service
 - Assess whether the project is meeting the terms and requirements of the Contract and Service Specification.
- 2.3 The Service Purchaser shall also be entitled to undertake a Service Review of the Services in line with clause 2.2 at any time during the term of the Contract.

3. Annual Review

- 3.1 The Service Provider will hold an annual review of its services under this agreement which will involve relevant stakeholders.
- 3.2 The Annual Review shall take place each year as agreed by the Service Purchaser and Service Provider.

3.3 For the Annual Review the Service Provider will circulate prior to the meeting, a collated summary of the information outlined in clause 1.6.

4. Statutory Duties

4.1 The Service Purchaser has various Statutory Duties in relation to this Agreement (for example, under Part 1 of the Local Government Act 1999 (Best Value) to carry out a regular review of the Support Services, including the Review referred to in clause 3 above and the Review in clause 2)

4.2 The Service Provider must fully co-operate with the Service Purchaser in carrying out any such Statutory Duty and must make available such facilities and such assistance as the Service Purchaser may request.

For example, the Service Provider must allow the Service Purchaser or authorised agents access to employees, all information, reports, financial accounts, documents, records which the Service Provider holds or has access to that are relevant to the Support Services funded under this Contract.

4.3 The Service Provider must also allow the Service Purchaser to take copies of the information etc. referred to above. Any information made available to the Service Purchaser under this clause will be treated as confidential information and therefore be subject to the provisions of confidentiality.

4.4 The Service Provider must compile and maintain such information as the Service Purchaser may require. In specifying the information to be compiled and maintained for this purpose the Service Purchaser will have regard to any directions or guidance which the Welsh Government may issue relating to the form and extent of such information. The Service Provider must make available to the Service Purchaser any information referred to above at monthly / quarterly / other intervals starting from the commencement date and at such other times as the Service Purchaser may require.

MONITORING ARRANGEMENTS TABLE

1. This table is used as a template on agreed monitoring requirements.
2. The Service Provider will supply the following information to the Contracting Officer or the Housing Support Grant Representative of the Service Purchaser at specified intervals.

STANDARDS	HOW MEASURED / ASSESSED (NUMERICAL OR QUALITATIVE INFORMATION)	FREQUENCY OF MEASUREMENT
The service provided should be in line with that detailed in the Contract and the outcomes and activities identified within the service specification.	Ongoing records to be maintained by the Service Provider. Outcomes Framework.	Information to be collated by the Service Provider and supplied to the Service Purchaser as requested. Outcomes Spreadsheet to be completed and returned six monthly as requested, qualitative information to be returned annually.
Service Users supported in the service	Client monthly return sheet	Monthly
Accurate information on the service to be provided to the Service Purchaser.	Annual Self Certification Form	Annual returns to be sent to the Service Purchaser's nominated officer.
The Service Provider should assess the		Information to be collated by the Service Provider

<p>effectiveness of the Service to the Service User and the use the information to develop its service.</p>	<p>The Service Provider will implement a quality assurance mechanism.</p> <p>Outcomes Information.</p>	<p>and supplied to the Service Purchaser as requested.</p>
<p>The Service Provider will ensure each Service User has a support plan which is reviewed with a clear policy framework.</p>	<p>Through the monitoring and evaluation process.</p>	<p>Monitoring minimum of annually.</p>
<p>The project should undertake an annual review including relevant stakeholders and service users which should include: -</p> <ul style="list-style-type: none"> • Whether the service is meeting the service outcomes identified • Is still meeting the needs of the client group • Policies and procedures support the service that is being provided • Finances are in order • Meets the training needs of staff • Have an “areas for improvement” and what actions to take forward 	<p>Annual Review</p>	<p>Annually</p>

Procurement Tender Timeplan - Commercial Services



Procurement Lead :

Contract Title: Framework Agreement for the Provision of Domiciliary Care and Respite at Home Services for Older People and Younger Adults with Physical Disabilities

Contract Ref:

Project Start Date

Client Lead

Display Week 1

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
#####	2 Jan 1900	9 Jan 1900	16 Jan 1900	23 Jan 1900	30 Jan 1900	6 Feb 1900	13 Feb 1900
S S M T W T F S S	S S M T W T F S S	S S M T W T F S S	S S M T W T F S S	S S M T W T F S S	S S M T W T F S S	S S M T W T F S S	S S M T W T F S S

Phase	Activity	Action	Officers Involved	Start	End	Days	% DONE	Work Days	Comments
2	Phase 2: Pre Procurement Stage								
2.5	Draft Tender Documents –	• Specification	Client	Fri 8/2/2019	Thu 21/2/2019	14	0%	10	
2.6		• Method Statement Questions	Client	Fri 8/2/2019	Thu 21/2/2019	14	0%	10	
2.7		• Award Criteria	Client	Fri 8/2/2019	Thu 21/2/2019	14	0%	10	
2.8		• Pricing Schedule	Client	Fri 8/2/2019	Thu 21/2/2019	14	0%	10	
2.9		• Supplier Suitability Questionnaire	Client	Fri 8/2/2019	Thu 21/2/2019	14	0%	10	
2.10		• GDPR Requirements	Client	Fri 8/2/2019	Thu 21/2/2019	14	0%	10	
2.11	Terms & Conditions	Standard terms and conditions to be used. Procurement to advise.	Procurement / Legal	Fri 8/2/2019	Thu 21/2/2019	14	0%	10	
2.12	Forward Look (If applicable)	If contract over £5million Cabinet approval needed. Place on forward look.	Client	Fri 8/2/2019	Wed 27/2/2019	20	0%	14	LM will submit once timeline reviewed.
2.13	Finalise Tender Documentation	Finalise all tender documentation before publication and draft Instructions to Tenderers.	Procurement	Fri 22/2/2019	Mon 25/2/2019	4	0%	2	
2.14	eTenderWales & Sell2Wales	Create Project and ITT in eTenderWales, draft Sell2Wales notice.	Procurement	Fri 8/2/2019	Mon 25/2/2019	18	75%	12	Etenderwales completed and OJEU notice in draft form.
3	Phase 3: Procurement Phase								
3.1	Tender Publish Date	Publish notice on Sell2wales and ITT in eTenderWales	Procurement	Mon 25/2/2019	Thu 18/4/2019	53	0%	39	
3.2	Queries/Clarification	Client to answer any clarification raised during the tender process	Client	Mon 25/2/2019	Thu 18/4/2019	53	0%	39	
3.3	Tender Closes. Open tenders after designated closing date and time.	Tender will close 12:00 noon. Procurement to open tenders.	Procurement	Thu 18/4/2019	Thu 18/4/2019	1	0%	1	Tender will close Thursday before Easter.
4	Phase 4: Evaluation								
4.1	Tender Evaluation	Complete evaluation of bids received in line with set award criteria. Minimum of 3 to evaluate.	Client	Tue 23/4/2019	Mon 3/6/2019	42	0%	30	Evaluation to commence after Easter
4.2		Seek clarification on bids if required.	Client / Procurement	Tue 23/4/2019	Mon 3/6/2019	42	0%	30	
4.3		Complete tender evaluation matrix.	Client	Tue 23/4/2019	Mon 3/6/2019	42	0%	30	
4.4	Tender Evaluation Panel Report (in the form of a Cabinet Report)	Draft report in line with standard documentation	Client / Procurement	Tue 4/6/2019	Fri 7/6/2019	4	0%	4	
4.5	Tender Evaluation Panel Approval – Virtual	Report sent to Procurement, Legal and Finance for approval	Client	Mon 10/6/2019	Fri 14/6/2019	5	0%	5	
4.6	Cabinet Report Approval (Contract Award Report)	Approval required from: Ben Smith (Finance)	Client	Mon 17/6/2019	Mon 1/7/2019	15	0%	11	
4.7		Deb Reed (Head of Adult Services)	Client	Mon 17/6/2019	Mon 1/7/2019	15	0%	11	
4.8		Debbie Smith (Legal)	Client	Mon 17/6/2019	Mon 1/7/2019	15	0%	11	
4.9		Chris Williams (Procurement)	Client	Mon 17/6/2019	Mon 1/7/2019	15	0%	11	
4.10		Access to Services	Client	Mon 17/6/2019	Mon 1/7/2019	15	0%	11	
4.11		Dave Howes (Director of Social Services)	Client	Mon 17/6/2019	Mon 1/7/2019	15	0%	11	
4.12		Cllr Mark Child	Client	Mon 17/6/2019	Mon 1/7/2019	15	0%	11	
4.13	Over £5 million contract value								
4.14	Forward Look Deadline	Deadline for submission of report	Client / Procurement	Tue 2/7/2019	Tue 2/7/2019	1	0%	1	Awaiting confirmation from Democratic Services, assuming 18th July Cabinet Date.
4.15	Cabinet Approval	Cabinet Date	Client / Procurement	Thu 18/7/2019	Thu 18/7/2019	1	0%	1	
4.16	Cabinet Call In	3 day call in	Client / Procurement	Fri 19/7/2019	Wed 24/7/2019	6	0%	4	Assuming Day 1 after minutes are published.

Sell2Wales

Doc ID	OJEURef:	Publisher Ref:	Doc Type	Title	Notice Type:	Nature:
102013		MAY335113	Site Notice	Contract for Environmental Facilities Works at Properties in Brondeg, Swansea	Contract Notice	Works
100936		MAY334861	Site Notice	Award of Provision of a Weekend and Bank Holiday visiting service to Sheltered Housing Tenants	Contract Award Notice	Services
101958		MAY334860	Site Notice	Award of Contract for Provision of Strip Map Recording at Hafod Copperworks	Contract Award Notice	Services
101932		MAY334714	Site Notice	Award of The Supply & Delivery of Toilet Tissue, Soaps, Paper Towels/Rolls and Dispensers	Contract Award Notice	Supplies
101899		MAY334399	Site Notice	Contract for Temporary Internal Lighting at the Palace Theatre	Contract Notice	Services
101810	232244-2020	MAY334092	OJEU Notice	Award of Contract for Hafod Copperworks Powerhouse & Outbuildings Re-Development Project	03 Contract Award Notice - Successful Supplier(s)	Works
101609	236098-2020	MAY334088	OJEU Notice	Contract for the alterations and conversion of Bay Studios, Fabian Way, Swansea into a Surge Hospital	03 Contract Award Notice - Successful Supplier(s)	Works
101776	230707-2020	MAY334085	OJEU Notice	Award of Provision for Retained Agent for Councils Property Investment Fund	03 Contract Award Notice - Successful Supplier(s)	Services
101791		MAY333966	Site Notice	Maintenance Contract for Remote Concierge Service	Contract Notice	Services
101689		MAY333816	Site Notice	Award of Contract For The Provision of a Substance Misuse Support Service	Contract Award Notice	Services
101643	213565-2020	MAY333300	OJEU Notice	Award of Framework Agreement for the Supply of Concrete, Tarmacadam and Dry Aggregates	03 Contract Award Notice - Successful Supplier(s)	Supplies
101702		MAY333429	Site Notice	Swansea City Bus Station Cleaning (High Level features)	Contract Notice	Services
101664		MAY333189	Site Notice	Contract for Dylan Thomas Comprehensive School Plant Roof Refurbishment	Contract Notice	Works
101652		MAY332967	Site Notice	Award of Contract for Legacy Hardware Maintenance	Contract Award Notice	Supplies
101650		MAY332966	Site Notice	Award of Contract for Veritas and Symantec Backup Software	Contract Award Notice	Supplies

101590		MAY332846	Site Notice	Pre-Procurement Engagement Re-Imagining of the Central Casual Area of Swansea Market	Prior Information Notice	Services
101346		APR332271	Site Notice	Award of Contract for Veritas and Symantec Backup Software	Contract Award Notice	Supplies
101513		APR332158	Site Notice	Hire, Installation and De-Rig of Xmas Market Chalets	Contract Notice	Services
101175	165831-2020	APR330667	OJEU Notice	Corrigendum: Contract for the Provision of Community Activity & Leisure Opportunities for Children & Young People With a Disability	14 Corrigendum	Services
101247		APR330681	Site Notice	Award of Contract for Veritas and Symantec Backup Software	Contract Award Notice	Supplies
101233		APR330677	Site Notice	Award of Supply of Skips	Contract Award Notice	Supplies
101104		MAR330181	Site Notice	Award of One x Long Wheelbase 4WD Agricultural Tractor	Contract Award Notice	Supplies
101103		MAR330180	Site Notice	Award of The Supply & Delivery of Toilet Tissue, Soaps, Paper Towels/Rolls and Dispensers	Contract Award Notice	Supplies
100951	149869-2020	MAR329962	OJEU Notice	Contract for the Supply of Pot Hole Repair Material	02 Contract Notice	Supplies
100930	146802-2020	MAR329817	OJEU Notice	Award of Contract for the Appointment of a Multi-Disciplinary Team (MDT) for the re-development o...	03 Contract Award Notice - Successful Supplier(s)	Services
100904	144768-2020	MAR329784	OJEU Notice	Corrigendum: Framework Agreement for the Provision of Educational Providers for the Swansea Pupil Referral Unit (PRU)	14 Corrigendum	Services
100974		MAR329788	Site Notice	Award of Contract for Maes Yr Efail Housing Complex - Roof Renewal	Contract Award Notice	Works
100902	142832-2020	MAR329643	OJEU Notice	Corrigendum: Contract for the Provision of Community Activity & Leisure Opportunities for Children & Young People With a Disability	14 Corrigendum	Services
100929		MAR329642	Site Notice	Award of Contract for Evaluation Consultancy Services for Kingsway Digital Village Hub Project	Contract Award Notice	Services
100918		MAR329632	Site Notice	Award of Framework Agreement for Civil Engineering Works for the Engineering Division of the High...	Contract Award Notice	Works
100887		MAR329436	Site Notice	Contract for Environmental Facilities Works at Properties in Brondeg, Swansea	Contract Notice	Works

100848		MAR329268	Site Notice	Award of Contract for Digital Screens at Swansea Grand Theatre	Contract Award Notice	Supplies
100846		MAR329266	Site Notice	Award of VmWare Maintenance and Support	Contract Award Notice	Services
100673		MAR329270	Site Notice	Contract for Repairs to Commercial Refrigeration, Freezers and Chiller units	Contract Notice	Services
100816		MAR329096	Site Notice	Award of WHQS Environmental Facilities to 399 No Properties at Winchwen Swansea	Contract Award Notice	Works
100755	129747-2020	MAR328964	OJEU Notice	Award of Supply and Installation of Parking Pay and Display Machines	03 Contract Award Notice - Successful Supplier(s)	Supplies
100644		MAR328666	Site Notice	Contract for Street Trading Pitches within Swansea Council - CCS/20/062	Contract Notice	Services
100683		MAR328642	Site Notice	Award of Removal, Storage & Disposal of Unlicensed, Abandoned & Nuisance Vehicles	Contract Award Notice	Services
100580	117502-2020	MAR328251	OJEU Notice	Contracts for Local Bus Services (PT 20-22)	02 Contract Notice	Services
100054	112521-2020	MAR328104	OJEU Notice	Contract for the Outright Purchase of up to Eight (8) x 4.5 Tonne GVW Compact Road sweepers and the Provision of Supporting Service	02 Contract Notice	Supplies
100583		MAR328241	Site Notice	Contract for Environmental Facilities Works at Properties in Caemawr, Swansea	Contract Notice	Works
100090	100640-2020	FEB327406	OJEU Notice	Contract for the Provision of Community Activity & Leisure Opportunities for Children & Young People With a Disability	21 Social and other Specific Services - Contract Notice	Services
100305		FEB327273	Site Notice	Award of Supply and installation of 2 No. UTMC compliant Full Matrix Variable Message Signs	Contract Award Notice	Works
99812	95844-2020	FEB327123	OJEU Notice	Supply of Composite Doors	02 Contract Notice	Supplies
100173	95955-2020	FEB327119	OJEU Notice	Framework Agreement for the Provision of Educational Providers for the Swansea Pupil Referral Unit (PRU)	21 Social and other Specific Services - Contract Notice	Services
100300		FEB327266	Site Notice	Contract for Veritas and Symantec Backup Software	Contract Notice	Supplies
100249		FEB327114	Site Notice	Award of Phase 1 Flat Roof Renewal- Clydach & Sketty, Swansea	Contract Award Notice	Works
100193		FEB326959	Site Notice	National Standards Cycle Training	Contract Notice	Supplies
100094	91193-2020	FEB326836	OJEU Notice	Award of Contract for Electrical Servicing/Maintenance High & Low Rise Lifts	03 Contract Award Notice - Successful Supplier(s)	Services

100145		FEB326735	Site Notice	Supply of 23litre Waste Caddys and Bags	Contract Notice	Supplies
100096		FEB326566	Site Notice	Award of Contract for Phase 2 Flat Roof Renewal	Contract Award Notice	Works
100086		FEB326562	Site Notice	Contract for Building Fabric Works at Rheidol Court	Contract Notice	Works
100083		FEB326439	Site Notice	Contract for Environmental Facilities Works to 444 No Properties Clase Swansea	Contract Notice	Works
99247	78673-2020	FEB326077	OJEU Notice	Provision for Retained Agent for Councils Property Investment Fund	02 Contract Notice	Services
99914		FEB325461	Site Notice	Supply of Skips	Contract Notice	Supplies
99166		FEB324795	Site Notice	Contract For The Provision of a Substance Misuse Support Service	Contract Notice	Services
99767		FEB324784	Site Notice	Contract for Environmental Facilities Works - Sketty	Contract Notice	Works
99756		FEB324675	Site Notice	Display Energy Certificates (DECs) and Advisory Reports (ARs)	Contract Notice	Services
99749		FEB324670	Site Notice	Contract for Masonry works to New Build Properties at Beacons View Swansea	Contract Notice	Works
99416		FEB324657	Site Notice	Electrical Renewable Works	Contract Notice	Works
99419		FEB324656	Site Notice	Air source Heat Pumps Cylinder Works	Contract Notice	Works
99420		FEB324655	Site Notice	MVHR Units and Ducting Work	Contract Notice	Works
99731		FEB324654	Site Notice	Contract for the Execution of Works to Supply & Fit Windows & Doors at Beacons View	Contract Notice	Works
99722		FEB324652	Site Notice	Contract for the Execution of Works to Erect Timber Frames and Stairs to Properties at Beaconsview	Contract Notice	Works
99712		FEB324644	Site Notice	Contract to Supply & Fit non slip flooring to kitchen, bathrooms & shower rooms to a number of properties at Beacons View, Swansea	Contract Notice	Works
99717		FEB324643	Site Notice	Contract for Ceramic Tiling to Kitchens, Bathrooms & Shower Rooms at Beacons View Swansea	Contract Notice	Works
99719		FEB324642	Site Notice	Contract for Screed Base to Floors to 25 Properties at Beacons View Swansea	Contract Notice	Works
99684		FEB324493	Site Notice	Award of Supply of Food Waste Caddy Liners	Contract Award Notice	Supplies
98550	52398-2020	FEB323928	OJEU Notice	Pre Market Engagement: Operator of Palace Theatre Building	01 Prior Information Notice (PIN)	None

99458	55313-2020	FEB323937	OJEU Notice	Contract for the Provision of Maintenance of Pumping Station Assets	02 Contract Notice	Services
99427	52481-2020	FEB323931	OJEU Notice	Award of Dynamic Purchasing System for the Provision of Taxi Services	03 Contract Award Notice - Successful Supplier(s)	Services
99371	52352-2020	JAN323920	OJEU Notice	Contract for Hire of Relocatable Units and Ramps for Elections	02 Contract Notice	Supplies
99384	52368-2020	JAN323919	OJEU Notice	Award of Contract for Jeffreys Court Lifts Upgrade	03 Contract Award Notice - Successful Supplier(s)	Supplies
99422		JAN323753	Site Notice	Award of Contract for Installation and Maintenance of Fast Electric Car Charging Facilities	Contract Award Notice	Works
99383		JAN323735	Site Notice	Award of Contract for Maes Yr Efail Housing Complex Sprinkler Installation	Contract Award Notice	Works
99391		JAN323741	Site Notice	Hendrefoilan Primary School Extension	Contract Notice	Works
99346		JAN323483	Site Notice	Award of Framework Agreement for Thin Surfacing Schemes	Contract Award Notice	Works
99124	38697-2020	JAN323314	OJEU Notice	Contract for the Supply of Speed Cushions	02 Contract Notice	Supplies
99138	36824-2020	JAN323295	OJEU Notice	Schools Cabling, Cabinet & WiFi Access Point Installations	02 Contract Notice	Services
99194		JAN323293	Site Notice	Contract for Wales Airshow Food and Drink Concessions	Contract Notice	Services
99135		JAN323082	Site Notice	Award of Contract for The Supply of summer bedding plants, flowering hanging baskets, Professiona...	Contract Award Notice	Supplies
15469		JAN322821	Site Notice	Award of Contract for Supply of Smoke Alarms	Contract Award Notice	Supplies
99058		JAN322929	Site Notice	School Network Implementation	Contract Notice	Services
98869	26180-2020	JAN322813	OJEU Notice	Disposal of residual waste	01 Prior Information Notice (PIN)	None
99049		JAN322806	Site Notice	Contract for Legacy Hardware Maintenance	Contract Notice	Supplies
99037		JAN322793	Site Notice	Contract for Veritas and Symantec Backup Software	Contract Notice	Supplies
98843		JAN322552	Site Notice	Asbestos Training	Contract Notice	Services
98903		JAN322437	Site Notice	Contract for Street Trading Pitches within Swansea Council - CCS/19/457	Contract Notice	Services
98816		JAN322106	Site Notice	Removal, Storage & Disposal of Unlicensed, Abandoned & Nuisance Vehicles	Contract Notice	Services

97693	8776-2020	JAN321757	OJEU Notice	Contract for Electronic Call Monitoring, Staff Rostering and Care Planning System	02 Contract Notice	Services
98695	6562-2020	JAN321748	OJEU Notice	Award of The Kingsway Infrastructure Project-Supply of Granite Benches	03 Contract Award Notice - Successful Supplier(s)	Supplies
98683	7176-2020	JAN321747	OJEU Notice	Award of Supply and installation of Pay on Foot and Ancillary Equipment in Swansea	03 Contract Award Notice - Successful Supplier(s)	Services
98678	7186-2020	JAN321746	OJEU Notice	Award of Contract for Oracle E-Business Suite Support and Development	03 Contract Award Notice - Successful Supplier(s)	Services
98744		JAN321751	Site Notice	Sponsorship for the Wales Airshow	Prior Information Notice	Services
98714		JAN321614	Site Notice	Award of Contract for Active Travel Promotion	Contract Award Notice	Services
98687		JAN321476	Site Notice	Award of Heol Maes Eglwys PCAT Toucan Crossing, Swansea	Contract Award Notice	Works
98451	615963-2019	JAN321449	OJEU Notice	Corrigendum: Refresh of Framework Agreement for the Provision of Domiciliary Care and Respite at Home Services	14 Corrigendum	Services
98642		JAN321456	Site Notice	Award of Walking and Cycling Network Signage Review and Completion of Associated Works	Contract Award Notice	Services
98640		JAN321453	Site Notice	Award of Framework Agreement for Supply Installation and Maintenance of Stairlifts to Council & P...	Contract Award Notice	Works
98615		JAN321380	Site Notice	Contract for Supply and Install Windows and Doors at Colliers Way	Contract Notice	Works
95285		JAN321378	Site Notice	Framework Agreement for Provision of Supply, Erecting and Dismantling of Scaffold	Contract Notice	Works
98608		JAN321367	Site Notice	Award of Welsh Government Road Safety Grant 2019~20 Road Safety Camera Upgrade	Contract Award Notice	Works
98581		JAN321267	Site Notice	Award of Supply, Erecting and Dismantling of Scaffold to Various Addresses in Gower Swansea	Contract Award Notice	Works
98580		JAN321266	Site Notice	Award of Contract for Electrical Servicing/Maintenance Construction Design Technology Equipment	Contract Award Notice	Services
98579		JAN321265	Site Notice	Award of Contract for Domestic Rewires Contract 3	Contract Award Notice	Works
98578		JAN321264	Site Notice	Award of Contract for Domestic Rewires Contract 2	Contract Award Notice	Works
98577		JAN321263	Site Notice	Award of Contract for Domestic Rewires Contract 1	Contract Award Notice	Works

98590		JAN321357	Site Notice	Supply of Site Units	Contract Notice	Supplies
98570		JAN321258	Site Notice	Phase 1 Flat Roof Renewal- Clydach & Sketty, Swansea	Contract Notice	Works
98443	618693-2019	DEC320985	OJEU Notice	Contract for the Appointment of a Multi-Disciplinary Team (MDT) for the re-development of the Palace Theatre	02 Contract Notice	Services
98523		DEC320701	Site Notice	Contract for Maes Yr Efail Housing Complex - Roof Renewal	Contract Notice	Works
98300	601401-2019	DEC320194	OJEU Notice	Pre-Procurement Market Engagement: Community activity and leisure opportunities for children and young people with a disability	21 Social and other Specific Services - PIN	Services
98309		DEC319881	Site Notice	Award of Contract for SAP Business Objects Support & Maintenance	Contract Award Notice	Supplies
97989	593193-2019	DEC319722	OJEU Notice	Refresh of Framework Agreement for the Provision of Domiciliary Care and Respite at Home Services	21 Social and other Specific Services - Contract Notice	Services
97523	592405-2019	DEC319560	OJEU Notice	Award of Supply and installation of Pay on Foot and Ancillary Equipment in Swansea	03 Contract Award Notice - Successful Supplier(s)	Services
98076		DEC319075	Site Notice	Supply of Food Waste Caddy Liners	Contract Notice	Supplies
98025	583237-2019	DEC318893	OJEU Notice	Eight (8) x 26 tonne G.V.W. 6x4 Dual Compartment Refuse Collection Vehicles c/w Bin Lifts	02 Contract Notice	Supplies
97985	583235-2019	DEC318892	OJEU Notice	Framework Agreement for the Supply of Concrete, Tarmacadam and Dry Aggregates	02 Contract Notice	Supplies
98085		DEC319056	Site Notice	Award of Contract for the Provision of Design and Architectural Services at Tudno and Emrys Estate	Contract Award Notice	Services
97961		DEC318547	Site Notice	Contract for Phase 2 Flat Roof Renewal	Contract Notice	Works
97757		DEC318528	Site Notice	Contract for Digital Screens at Swansea Grand Theatre	Contract Notice	Supplies
97908		DEC318411	Site Notice	Contract for Evaluation Consultancy Services for Kingsway Digital Village Hub Project	Contract Notice	Services
97653	571605-2019	DEC318095	OJEU Notice	Contracts for Home to School Transport Services (SH 20-25)	02 Contract Notice	Services
97777	572144-2019	DEC318101	OJEU Notice	Award of Local Bus Services (PT 19-24)	03 Contract Award Notice - Successful Supplier(s)	Services
97827		DEC318257	Site Notice	Award of Contract for the Evaluation of the West Glamorgan Transformation Programmes	Contract Award Notice	Services

97769		NOV317907	Site Notice	Award of Contract for provision of Energy Company Obligation (ECO) Swansea & ECO Flex Scheme	Contract Award Notice	Services
96276		NOV317905	Site Notice	Award of Bus Shelter Cleaning	Contract Award Notice	Services
97517		NOV317820	Site Notice	Contract for Fish is the Dish	Contract Notice	Services
96537		NOV317368	Site Notice	The Supply & Delivery of Toilet Tissue, Soaps, Paper Towels/Rolls and Dispensers	Contract Notice	Supplies
97538		NOV316855	Site Notice	Award of Supply of pre-cast retaining walls	Contract Award Notice	Supplies
97536		NOV316852	Site Notice	Award of Contract for Coast path realignment and surfacing Limeslade to Rams Tor 2019	Contract Award Notice	Works
97530		NOV316853	Site Notice	Award of Lenovo T24 Monitors	Contract Award Notice	Supplies
97533		NOV316854	Site Notice	Award of Contract for Balcony Repairs in Swansea	Contract Award Notice	Works
97508		NOV316840	Site Notice	Award of Swansea Vale Nature Reserve Plastic Boardwalk	Contract Award Notice	Works
97344	546440-2019	NOV316448	OJEU Notice	Contract for the Outright Purchase up to Thirteen (13) x Medium Panel Vans	02 Contract Notice	Supplies
97454		NOV316656	Site Notice	Reroofing Works at Fishmarket Quay Trawler Rd Swansea	Contract Notice	Works
97293	541602-2019	NOV316416	OJEU Notice	Supply and Installation of Parking Pay and Display Machines	02 Contract Notice	Supplies
97220	539707-2019	NOV316417	OJEU Notice	Corrigendum: Framework Agreement For The Supply and Delivery of Corporate and Protective Clothing	14 Corrigendum	Supplies
97375		NOV316302	Site Notice	VmWare Maintenance and Support	Contract Notice	Services
97343		NOV316272	Site Notice	Contract for Supply of Caddys	Contract Notice	Supplies
97329		NOV316069	Site Notice	Contract for Maes Yr Efail Housing Complex Sprinkler Installation	Contract Notice	Works
97203	537249-2019	NOV315942	OJEU Notice	Award of Supply of Laptops (x1000)	03 Contract Award Notice - Successful Supplier(s)	Supplies
96346		NOV315934	Site Notice	Award of Framework Agreement for the Provision of Taxi Services (Ad Hoc or Emergency requirements)	Contract Award Notice	Services
97206	535970-2019	NOV315927	OJEU Notice	Award of The Collection/Sale of Paper/Card and Cardboard for Reprocessing	03 Contract Award Notice - Successful Supplier(s)	Services
97205	535954-2019	NOV315926	OJEU Notice	Award of Contract for the Interim Collection, Haulage and Treatment of Residual Waste	03 Contract Award Notice - Successful Supplier(s)	Services

97201	535969-2019	NOV315925	OJEU Notice	Award of Cisco Unified Contact Centre Express and Teams Integration	03 Contract Award Notice - Successful Supplier(s)	Services
97199	534941-2019	NOV315924	OJEU Notice	Award of Supply of Reusable Pink Bags	03 Contract Award Notice - Successful Supplier(s)	Supplies
97242		NOV315742	Site Notice	Award of Contract for Environmental Facilities to 230No Properties at Birchgrove Swansea	Contract Award Notice	Works
97202		NOV315603	Site Notice	Award of Heol Las Playground	Contract Award Notice	Supplies
97198		NOV315602	Site Notice	Award of Coroner Case Management System	Contract Award Notice	Services
95022	529507-2019	NOV315575	OJEU Notice	Framework Agreement For The Supply and Delivery of Corporate and Protective Clothing	02 Contract Notice	Supplies
97170		NOV315476	Site Notice	Heol Maes Eglwys PCAT Toucan Crossing, Swansea	Contract Notice	Works
96683		NOV315466	Site Notice	Supply of 1 Hour Fire Rated Door Sets	Contract Notice	Supplies
97153		NOV315463	Site Notice	Award of Contract for Hollett Road Play area	Contract Award Notice	Services
97045		NOV315270	Site Notice	Contract for The Supply of summer bedding plants, flowering hanging baskets, Professional growing Compost and Plant Plugs	Contract Notice	Supplies
96930	523700-2019	NOV314597	OJEU Notice	Award of Electrical Servicing/Maintenance Stairlift, Platform Lift & Hoist	03 Contract Award Notice - Successful Supplier(s)	Services
96925		NOV314581	Site Notice	Award of Proposed Reroofing at: Clwyd Community Primary School, Swansea	Contract Award Notice	Works
96923		NOV314579	Site Notice	Award of Reroofing Works (Canteen) at: YGG Bryntawe, Penlan, Swansea	Contract Award Notice	Works
96920		NOV314576	Site Notice	Award of Flat Roof Renewal at Cadle Primary School Swansea	Contract Award Notice	Works
96919		NOV314574	Site Notice	Award of Roads and Drainage works for New Housing at Parc Yr Helig.	Contract Award Notice	Works
96918		NOV314573	Site Notice	Award of Proposed Reroofing at: Clwyd Community Primary School, Swansea	Contract Award Notice	Works
96917		NOV314572	Site Notice	Award of Reroofing Works (Canteen) at: YGG Bryntawe, Penlan, Swansea	Contract Award Notice	Works
95546		NOV314570	Site Notice	Award of Bishop Gore Comprehensive School Replacement windows and doors	Contract Award Notice	Works
96838		OCT314299	Site Notice	Contract for Installation and Maintenance of Fast Electric Car Charging Facilities	Contract Notice	Works

96815		OCT314290	Site Notice	Contract for SAP Business Objects Support & Maintenance	Contract Notice	Supplies
96738	511004-2019	OCT314112	OJEU Notice	Framework Agreement for the Provision of Employment Agency Services	02 Contract Notice	Services
96802		OCT314118	Site Notice	Walking and Cycling Network Signage Review and Completion of Associated Works	Contract Notice	Services
96731		OCT313805	Site Notice	Award of Supply and Installation of PV's and Battery Storage at Colliers Way, Swansea	Contract Award Notice	Works
96720		OCT313802	Site Notice	Award of Contract for Swansea Grand Theatre Website	Contract Award Notice	Services
96710		OCT313654	Site Notice	Award of Supply of Site Units	Contract Award Notice	Supplies
96606		OCT313192	Site Notice	One x Long Wheelbase 4WD Agricultural Tractor	Contract Notice	Supplies
96622		OCT313185	Site Notice	Supply and installation of 2 No. UTMC compliant Full Matrix Variable Message Signs	Contract Notice	Works
96598		OCT313177	Site Notice	Framework Agreement for Civil Engineering Works for the Engineering Division of the Highways Department.	Contract Notice	Works
96475	491704-2019	OCT313042	OJEU Notice	Contract for Electrical Servicing/Maintenance High & Low Rise Lifts	02 Contract Notice	Services
96471		OCT312506	Site Notice	Award of Contract for WHQS Environmental Facilities to 270No Properties at Trallwn Swansea	Contract Award Notice	Works
96499		OCT312654	Site Notice	Supply, Erecting and Dismantling of Scaffold to Various Addresses in Gower Swansea	Contract Notice	Works
96459		OCT312496	Site Notice	Award of Contract for Pennard Primary School, Heating Refurbishment	Contract Award Notice	Works
96457		OCT312494	Site Notice	Award of Contract for Chimney Repairs	Contract Award Notice	Works
96456		OCT312492	Site Notice	Award of Contract for Refurbishments at: Penyrheol Primary School Swansea	Contract Award Notice	Works
96455		OCT312491	Site Notice	Award of Proposed Re-Roofing & Walk surface at: St Josephs Primary school Caepistyll St Swansea ...	Contract Award Notice	Works
96449		OCT312490	Site Notice	Award of Contract for Proposed Classroom Extension And Classroom Modifications at: Seaview Primar...	Contract Award Notice	Works
96444		OCT312486	Site Notice	Swansea Vale Nature Reserve Plastic Boardwalk	Contract Notice	Works

96352	483303-2019	OCT312147	OJEU Notice	Award of Contract for 4 Plug Door Adapted Minibuses with Wheelchair lift for up to 15 Passengers ...	03 Contract Award Notice - Successful Supplier(s)	Supplies
96279	481610-2019	OCT312134	OJEU Notice	Award of Contracts for Home to School Transport Services (SH 19-24)	03 Contract Award Notice - Successful Supplier(s)	Services
96259	478175-2019	OCT312013	OJEU Notice	Award of Contract for up to 20 Adapted Minibuses with Wheelchair Lift	03 Contract Award Notice - Successful Supplier(s)	Supplies
96274	479793-2019	OCT312114	OJEU Notice	Award of Contract for the Provision of an Independent Professional Advocacy Services and Paid Rel...	21 Social and other Specific Services - Award Notice - Successful Supplier(s)	Services
96354		OCT312126	Site Notice	Contract for Active Travel Promotion	Contract Notice	Services
96273		OCT311782	Site Notice	Award of Contract for Evaluation of the Swansea Bay Fisheries Local Action Group	Contract Award Notice	Services
96075		OCT311044	Site Notice	Award of Contract for Winch Wen Phase 4 EWI	Contract Award Notice	Works
96068		OCT311040	Site Notice	Award of Contract for The Supply of Services to Facilitate the Opening/ Closing and Maintenance o...	Contract Award Notice	Services
95790	464969-2019	OCT311034	OJEU Notice	Award of Provision of a Housing First Project	21 Social and other Specific Services - Award Notice - Successful Supplier(s)	Services
95994		OCT310694	Site Notice	Award of Contract for Aerohive Hivemanager Maintenance & Support renewal	Contract Award Notice	Supplies
95987		SEP310690	Site Notice	Award of Supply of 258 Trees	Contract Award Notice	Supplies
95976		SEP310684	Site Notice	Supply of pre-cast retaining walls	Contract Notice	Supplies
95889		SEP310273	Site Notice	Contract for the Provision of Design and Architectural Services at Tudno and Emrys Estate	Contract Notice	Services
95864		SEP310168	Site Notice	Contract for Electrical Servicing/Maintenance Construction Design Technology Equipment	Contract Notice	Services
95841		SEP310007	Site Notice	Contract for Coast path realignment and surfacing Limeslade to Rams Tor 2019	Contract Notice	Works
95781		SEP309858	Site Notice	Contract for Domestic Rewires Contract 3	Contract Notice	Works
95686	441708-2019	SEP309698	OJEU Notice	Contract for the Provision of a Refugee Resettlement Programmes Orientation Service	21 Social and other Specific Services - Contract Notice	Services
95764		SEP309702	Site Notice	Contract for Domestic Rewires Contract 2	Contract Notice	Works
95760		SEP309701	Site Notice	Contract for Domestic Rewires Contract 1	Contract Notice	Works
95550		SEP308631	Site Notice	Award of Contract for Wind & Weather Proofing works at West Cross-Phase 4	Contract Award Notice	Works

95456		SEP308465	Site Notice	Award of Contract for Waunarlwydd EWI	Contract Award Notice	Works
95431		SEP308321	Site Notice	Welsh Government Road Safety Grant 2019~20 Road Safety Camera Upgrade	Contract Notice	Works
89322	417113- 2019	SEP308132	OJEU Notice	Contract for Supply of External Rendering Materials	02 Contract Notice	Supplies
95312		SEP307688	Site Notice	Award of Copy of Framework Agreement for the supply and delivery of Turf Care Products	Contract Award Notice	Supplies
95265		SEP307852	Site Notice	Framework for the Hire and Purchase of Small Tools and Plant	Contract Notice	Supplies
95279		SEP307668	Site Notice	Contract for Hollett Road Play area	Contract Notice	Services
94958	408316- 2019	AUG307333	OJEU Notice	Award of Contract for FIH Global Standard Hockey Pitch Refurbishment at Swansea University	03 Contract Award Notice - Successful Supplier(s)	Supplies
95185		AUG307207	Site Notice	Award of Roof Renewal to Former County Courts at The Guild Hall Francis Street Swansea SA1 4PE	Contract Award Notice	Works
95183		AUG307178	Site Notice	Award of Contract for ST David RC and Grange Primary plant room upgrade	Contract Award Notice	Works
95174		AUG307170	Site Notice	Award of Gors Primary School Heating and Plant Room Refurbishment 2019	Contract Award Notice	Works
95199		AUG307201	Site Notice	Framework Agreement for Thin Surfacing Schemes	Contract Notice	Works
95173		AUG307168	Site Notice	Award of Re-roofing 3 no. Flat Blocks at Tyle Teg, Clydach	Contract Award Notice	Works
95172		AUG307166	Site Notice	Award of Contract for Annual Clearance of vegetation on Footpath and Bridleways	Contract Award Notice	Services
95170		AUG307165	Site Notice	Award of Roof Renewal to H Block & Technology Block at Bishop Vaughan Catholic School, Swansea	Contract Award Notice	Works
95169		AUG307164	Site Notice	Award of Design, Supply and Installation of PV's and Battery Storage at Parc Yr Helig, Birchgrove...	Contract Award Notice	Works
95165		AUG307160	Site Notice	Award of Environmental Facilities to 379 no Properties Bonymaen and Pentrechwyth	Contract Award Notice	Works
95164		AUG307159	Site Notice	Award of Contract for WHQS Environmental Facilities to 314 No Properties at St Thomas And Port Te...	Contract Award Notice	Works

95128	402152-2019	AUG306757	OJEU Notice	Supply of Reusable Pink Bags	02 Contract Notice	Supplies
95105		AUG306743	Site Notice	Provision of a Weekend and Bank Holiday visiting service to Sheltered Housing Tenants	Contract Notice	Services
95100		AUG306526	Site Notice	Contract for Provision of Strip Map Recording at Hafod Copperworks	Contract Notice	Services
95072		AUG306364	Site Notice	Contract for Balcony Repairs in Swansea	Contract Notice	Works
95043		AUG306362	Site Notice	Lenovo T24 Monitors	Contract Notice	Supplies
94934		AUG305555	Site Notice	Environmental Facilities to 124 No Properties, Cwmrhydyceirw, Swansea	Contract Notice	Works
94899		AUG305524	Site Notice	Award of Contract for FortiNet FortiGate & FortiAnalyzer Maintenance and Support	Contract Award Notice	Services
94705	383548-2019	AUG305499	OJEU Notice	Corrigendum: Supply and installation of Pay on Foot and Ancillary Equipment in Swansea	14 Corrigendum	Services
94886		AUG305510	Site Notice	Award of Contract for Plant Room Refurbishment at Penyrheol Primary School	Contract Award Notice	Works
94881		AUG305508	Site Notice	Award of Contract for Electrical Servicing/Maintenance 2019/21 High & Low Rise Lifts	Contract Award Notice	Services
94873		AUG305504	Site Notice	Award of Electrical Servicing/Maintenance Fire Alarms (Including Voice Alarms)	Contract Award Notice	Services
94872		AUG305501	Site Notice	Award of Cwmglas Primary School Plant room Refurbishment 2019	Contract Award Notice	Services
94862		AUG305348	Site Notice	Award of Framework Agreement for The Provision Of Engineering Services	Contract Award Notice	Services
94846		AUG305336	Site Notice	Award of Dispute Resolution Service for Children & Young People and families with Additional Lear...	Contract Award Notice	Services
94845		AUG305335	Site Notice	Award of Provision of an Early Help Service for children and young people with a disability and t...	Contract Award Notice	Supplies
94844		AUG305333	Site Notice	Award of Framework Agreement for the Provision of Childcare and Early Years Training Programme	Contract Award Notice	Services
94833		AUG305331	Site Notice	Award of Contract for Hire of a Stage for BBC Proms in the Park - Singleton Park, Swansea	Contract Award Notice	Supplies
92135	382179-2019	AUG304942	OJEU Notice	Award of Framework Agreement for Supply of Heating, Ventilation, boilers and associated products	03 Contract Award Notice - Successful Supplier(s)	Supplies

92141	379602-2019	AUG304941	OJEU Notice	Award of Framework Agreement for Supply of Plumbing, Sanitary ware and Rainwater Goods	03 Contract Award Notice - Successful Supplier(s)	Supplies
92142	379664-2019	AUG304940	OJEU Notice	Award of Framework Agreement for Supply of Supply of Sink, Bath, Shower, Basin and Boiler Kits	03 Contract Award Notice - Successful Supplier(s)	Supplies
92143	382184-2019	AUG304939	OJEU Notice	Award of Framework Agreement for Supply of Electrical Fittings, Cable lighting & Accessories	03 Contract Award Notice - Successful Supplier(s)	Supplies
82145	382182-2019	AUG304938	OJEU Notice	Award of Contract for Supply of Double Glazed Units and Glass	03 Contract Award Notice - Successful Supplier(s)	Supplies
94645	379117-2019	AUG305076	OJEU Notice	Corrigendum: Contract for Hafod Copperworks Powerhouse & Outbuildings Re-Development Project	14 Corrigendum	Works
94701	383642-2019	AUG304943	OJEU Notice	Award of Framework Agreement for the Provision of Domiciliary Care and Respite at Home Services	21 Social and other Specific Services - Award Notice - Successful Supplier(s)	Services
94795		AUG305081	Site Notice	Hendrefoilan Primary School Extension	Contract Notice	Works
94735		AUG304811	Site Notice	Award of Supply and Fit Blockwork at Colliers Way Swansea	Contract Award Notice	Works
94734		AUG304810	Site Notice	Award of Supply and Erect of Timber Frame at Colliers Way Swansea	Contract Award Notice	Works
94730		AUG304814	Site Notice	Supply of 258 Trees	Contract Notice	Supplies
94647	374763-2019	AUG304796	OJEU Notice	Award of Provision of up to Five (5) x 26 Tonne GVW 6x4 Chassis Cab Complete With Hookloader Body...	03 Contract Award Notice - Successful Supplier(s)	Supplies
94731		AUG304807	Site Notice	Award of Contract for Re-roofing 3 no. Flat Blocks at Port Tennant Road, Swansea	Contract Award Notice	Works
94720		AUG304798	Site Notice	Award of Supply of Fire Rated Door Sets	Contract Award Notice	Supplies
94700		AUG304682	Site Notice	Award of Contract for the Commission of Financial Viability Model and Assessment for the Mid and ...	Contract Award Notice	Services
94674		AUG304685	Site Notice	Contract for Aerohive Hivemanager Maintenance & Support renewal	Contract Notice	Supplies
94684		AUG304681	Site Notice	Pre-Procurement Market Engagement: South West Wales Metro	Prior Information Notice	Services
94551	372132-2019	AUG304512	OJEU Notice	Award of Provision of up to Five (5) x 26 Tonne GVW 6x4 Chassis Cab Complete With Hookloader Body...	03 Contract Award Notice - Successful Supplier(s)	Supplies
94696		AUG304679	Site Notice	Award of Contract for up to Three (3) x 7.5t GVW Luton with Tail lift	Contract Award Notice	Supplies

94498	367752-2019	AUG304079	OJEU Notice	Award of Concession contract to operate Local Bus Services between Landore and Fabian Way	03 Contract Award Notice - Successful Supplier(s)	Services
94538		AUG303951	Site Notice	Proposed Reroofing at: Clwyd Community Primary School, Swansea	Contract Notice	Works
94464		JUL303611	Site Notice	Reroofing Works (Canteen) at: YGG Bryntawe, Penlan, Swansea	Contract Notice	Works
94450		JUL303604	Site Notice	Environmental Facilities to 220 No Properties Cwm Felin Fach Morrison Swansea	Contract Notice	Works
94081		JUL303445	Site Notice	Supply and Install of Insulated Floor Screed	Contract Notice	Works
94413		JUL303441	Site Notice	Coroner Case Management System	Contract Notice	Services
94235		JUL303433	Site Notice	Contract for the Evaluation of the West Glamorgan Transformation Programmes	Contract Notice	Services
94397		JUL303431	Site Notice	Framework Agreement for Civil Engineering Works for the Engineering Division of the Highways Department.	Contract Notice	Works
94352		JUL303212	Site Notice	Framework Agreement for Supply Installation and Maintenance of Stairlifts to Council & Private Dwellings	Contract Notice	Works
94169	347444-2019	JUL302439	OJEU Notice	Supply and installation of Pay on Foot and Ancillary Equipment in Swansea	02 Contract Notice	Services
94113		JUL302261	Site Notice	Contract for Swansea Grand Theatre Website	Contract Notice	Services
94039		JUL301884	Site Notice	Contract for Aerohive Hivemanager Maintenance & Support renewal	Contract Notice	Supplies
94026		JUL301689	Site Notice	Speculative Notice: Contract for the Provision of Weekend and Bank Holiday Visiting Service to Sheltered Housing Tenants	Prior Information Notice	Services
93838	326107-2019	JUL301542	OJEU Notice	Corrigendum: Contract for Hafod Copperworks Powerhouse & Outbuildings Re-Development Project	14 Corrigendum	Works
93767	327141-2019	JUL301177	OJEU Notice	Cisco Unified Contact Centre Express and Teams Integration	02 Contract Notice	Services
93616	315537-2019	JUL301158	OJEU Notice	Corrigendum: Contract for Hafod Copperworks Powerhouse & Outbuildings Re-Development Project	14 Corrigendum	Works
93811		JUL301059	Site Notice	Flat Roof Renewal at Cadle Primary School Swansea	Contract Notice	Works

93745	319185-2019	JUL300724	OJEU Notice	The Kingsway Infrastructure Project- Supply of Granite Benches	15 Voluntary ex ante Transparency (VEAT) Notice	Supplies
93756		JUL300870	Site Notice	WHQS Environmental Facilities to 399 No Properties at Winchwen Swansea	Contract Notice	Works
93554	314587-2019	JUL300536	OJEU Notice	Pre-Procurement Market Engagement: Accommodation and Support for People who are Homeless	21 Social and other Specific Services - PIN	Services
93723		JUL300544	Site Notice	Proposed Reroofing at: Clwyd Community Primary School, Swansea	Contract Notice	Works
93357		JUL300351	Site Notice	Contract for Dry Lining and Floor Finishes at Colliers Way	Contract Notice	Works
93356		JUL300350	Site Notice	Contract for Landscaping at Colliers Way	Contract Notice	Works
93355		JUL300347	Site Notice	Contract for Supply and Install Windows and Doors at Colliers Way	Contract Notice	Works
93603		JUL300205	Site Notice	Reroofing Works (Canteen) at: YGG Bryntawe, Penlan, Swansea	Contract Notice	Works
93491	310361-2019	JUL299829	OJEU Notice	Award of Supply of PC Desktops, Laptops & Chromebooks for Schools	03 Contract Award Notice - Successful Supplier(s)	Supplies
93490	311135-2019	JUL299828	OJEU Notice	Award of Contract for the Provision of Functions Management Caterer - The Guildhall/Brangwyn Hall...	03 Contract Award Notice - Successful Supplier(s)	Services
91763		JUL299995	Site Notice	Framework Agreement for Provision of Supply, Erecting and Dismantling of Scaffold	Contract Notice	Works
93421	300392-2019	JUN299664	OJEU Notice	Pre-Procurement Market Engagement: Transformation Programmes Evaluation	01 Prior Information Notice (PIN)	None
93425	302287-2019	JUN299669	OJEU Notice	Contract for Jeffreys Court Lifts Upgrade	02 Contract Notice	Supplies
93497		JUN299657	Site Notice	Award of Supply of blue, green, clear & black refuse sacks	Contract Award Notice	Supplies
93496		JUN299656	Site Notice	Award of Provision of Functions Management Caterer - Glynn Vivian Art Gallery and Grand Theatre C...	Contract Award Notice	Supplies
93492		JUN299654	Site Notice	Award of Supply of summer flowering hanging baskets and bedding plants	Contract Award Notice	Supplies
93063		JUN299661	Site Notice	Contract for The Supply of Services to Facilitate the Opening/ Closing and Maintenance of Port Eynon and Horton Car Parks	Contract Notice	Services

93416		JUN299499	Site Notice	Contract for Waunarlwydd EWI	Contract Notice	Works
93392		JUN299284	Site Notice	Bishop Gore Comprehensive School Replacement windows and doors	Contract Notice	Works
93299	293166- 2019	JUN299127	OJEU Notice	Initial Market Testing - The provision of pool car or car club services.	01 Prior Information Notice (PIN)	None
93206	292902- 2019	JUN299131	OJEU Notice	Contract for Hafod Copperworks Powerhouse & Outbuildings Re-Development Project	02 Contract Notice	Works
93307		JUN299008	Site Notice	Supply and Installation of Render Coating at Colliers Way	Contract Notice	Works
93298		JUN299005	Site Notice	Copy of Framework Agreement for the supply and delivery of Turf Care Products	Contract Notice	Supplies
93174		JUN298570	Site Notice	Heol Las Playground	Contract Notice	Supplies
93106		JUN298561	Site Notice	Supply & Installation of Ground Source Pumps at New Housing Development at Colliers Way Swansea	Contract Notice	Works
93105		JUN298557	Site Notice	Supply and Installation of Sprinklers to New Housing Development at Colliers Way Swansea.	Contract Notice	Works
93102		JUN298251	Site Notice	Roof Renewal to Former County Courts at The Guild Hall Francis Street Swansea SA1 4PE	Contract Notice	Works
92825		JUN298249	Site Notice	Groundworks and Drainage (Supply & Fit) for New Housing at, Colliers Way, Phase 2 Blaenymaes Swansea	Contract Notice	Works
93049		JUN298050	Site Notice	Supply & Installation of Ground Source Pumps at Park y Helig	Contract Notice	Works
93033		JUN298049	Site Notice	Contract for WHQS Environmental Facilities to 270No Properties at Trallwn Swansea	Contract Notice	Works
93020		JUN297825	Site Notice	Contract for Evaluation of the Swansea Bay Fisheries Local Action Group	Contract Notice	Services
92923	271103- 2019	JUN297561	OJEU Notice	Contract for 4 Plug Door Adapted Minibuses with Wheelchair lift for up to 15 Passengers with the Option to Purchase an Additional 6	02 Contract Notice	Supplies
92934		JUN297546	Site Notice	The Supply And Delivery Of Kitchen Waste Recycling Containers - 2 types	Contract Notice	Supplies
92806	263587- 2019	JUN297363	OJEU Notice	Award of Contract for Connections on Distribution Network Operators (DNO) cable network- Phase 3.	03 Contract Award Notice - Successful Supplier(s)	Services
92885		JUN297366	Site Notice	Contract for Winch Wen Phase 4 EWI	Contract Notice	Works

92803		JUN297307	Site Notice	Roads and Drainage works for New Housing at Parc Yr Helig.	Contract Notice	Works
92787	261747-2019	JUN297287	OJEU Notice	Award of Contract for Servicing/Maintenance of Fire Extinguishers/Hydrants & Dry Risers	03 Contract Award Notice - Successful Supplier(s)	Services
92835		JUN297167	Site Notice	Award of Contract for the Supply and Delivery of Food Waste Caddy Liners	Contract Award Notice	Supplies
92848		JUN297166	Site Notice	Award of Contract for Event Traffic Management Services	Contract Award Notice	Services
92841		JUN297163	Site Notice	Award of Contract for Electrical Servicing/Maintenance Portable Appliance Testing (PAT)	Contract Award Notice	Services
92839		JUN297161	Site Notice	Award of Wall Tiling Works at Parc Yr Helig, Birchgrove, Swansea	Contract Award Notice	Works
92834		JUN297159	Site Notice	Award of Supply & Fit- New and Reused Carpets at the Civic Centre Areas G - A , B ,C & 1B	Contract Award Notice	Services
92831		JUN297158	Site Notice	Award of Mumbles Road Traffic Signal Refurbishment and MOVA Installation	Contract Award Notice	Works
92819		JUN297151	Site Notice	Award of Contract for Active Travel 2018-19 Morriston Region	Contract Award Notice	Works
92802		JUN297143	Site Notice	Award of Contract for Mechanical Servicing Local Exhaust Ventilation Systems	Contract Award Notice	Services
92798		JUN297142	Site Notice	Award of Maintenance of Patient Lifting and Handling Apparatus	Contract Award Notice	Services
92794		JUN297140	Site Notice	Award of Contract for Mechanical Servicing Gaseous Fire Extinguishing Maintenance	Contract Award Notice	Services
92783		JUN296949	Site Notice	Award of Contract for Servicing/Maintenance of Sprinkler Systems	Contract Award Notice	Services
92777		JUN296948	Site Notice	Award of Contract for Mechanical Servicing Works Gas Radiant Tube Heating Systems	Contract Award Notice	Services
92766		JUN296943	Site Notice	Award of Contract for Compliance with Reg 14 (Glazing)	Contract Award Notice	Services
92763		JUN296940	Site Notice	Award of Contract for Active Travel 2018-19 Morriston Region	Contract Award Notice	Works
92712		JUN296930	Site Notice	Framework Agreement for The Provision Of Engineering Services	Contract Notice	Services

Agenda Item 8




Report of the Convener of the Procurement Scrutiny Inquiry Panel – 10 November 2021

Procurement Scrutiny Inquiry

Desk Based Research Report

Purpose	The purpose of this report is to give examples of practice used in other parts of the UK as part of the scrutiny inquiry into Procurement.
Content	This report provides a summary of some examples of 'social value' practice in other parts of the UK.
Councillors are being asked to	To consider the information provided as part of the scrutiny inquiry.
Lead Councillor(s)	Councillor Chris Holley, Convener of the Panel
Report Author	Michelle Roberts, Scrutiny Officer

1.0	Introduction The Scrutiny Inquiry into Procurement commenced on the 24 June 2021, as a part of that piece of work the Panel wished to consider examples of practice in relation to 'social value' in the UK. This information provide in this report is only a small selection of examples so it is not an exhaustive list. It is designed just to give an idea or a flavour of some of the different activities that are taking place in relation to social value activity. The Panel had asked that Preston and Cardiff be included.
2.0	Preston Procurement Model The following information was taken from the Preston website https://www.preston.gov.uk/article/1339/What-is-Preston-Model <ul style="list-style-type: none">• Full Strategy document can be found at: Preston Strategy• Details of community wealth in Preston you can download  How we built community wealth in Preston [1.53MB] What is the Preston Model? The "Preston Model" is a term applied to how the council, its anchor institutions and other partners are implementing the principles of Community Wealth Building within Preston and the wider Lancashire area.

The city council is committed to implementing this approach and, as the "place leader" for the city is promoting the concept to other anchor institutions in and around Preston and to the private sector. The implementation is something which is being shared across a range of Preston based anchor institutions, including Lancashire County Council, University of Central Lancashire, Preston's College, Cardinal Newman College, Community Gateway Housing Association and Lancashire Constabulary. This is important as many of these institutions have significantly greater spending power and assets than the City Council and by working together we can have a significantly greater impact on the future well-being of the city.

Community wealth building offers an opportunity for local people to take back control, to ensure that the benefits of local growth are invested in their local areas, are used to support investment in productive economic activities and that people and their local institutions can work together on an agenda of shared benefit.

So you've got it all sorted then?

Not at all. We may have started well, but we have only begun to explore how, for example, the wider benefits of procurement spend can be tracked down the value chain. Our work to date has concentrated on getting those letting the contracts within anchor institutions to change their perspective and approach. We now need to do more work with businesses in the supply sector, to encourage them to raise their game and to engage more with anchor procurement. And, where there are gaps in the supply chain to explore the opportunities for setting up co-operatives or new businesses to meet that untapped demand.

Is it happening just in Preston?

Not at all. While we think the principles of community wealth building can be applied in any city or locality across the country, it is also true that because areas, issues, politics, resources and opportunities differ widely, the way in which different areas might apply those principles might differ from place to place.

Some places might find it easier to start with issues around local currencies or LETS (Local Exchange Trading Schemes) schemes, community banking or asset transfer to stimulate new business growth for example.

While some media attention has focused on Preston, we are conscious of our debt to Manchester who pioneered the principles of progressive procurement several years before we started.

How does this approach comply with EU Procurement Directives?

Yes, it is true that the European Union has some detailed directives which govern how procurement should operate. Firstly, these are largely based on rules previously developed and passed into UK law by UK governments and, secondly, the rules are not as onerous as you might think.

Primarily, these rules are focused above £180k for goods and services and above £4 million for works. A primary concern is to avoid institutions favouring national service providers at the expense of other contractors providing better value for the tax-payer.

The UK's Social Value Act (2012) which is fully consistent with EU procurement rules, allows anyone letting a contract to operate a "weighting" system which

	<p>scores a number of other criteria as well as price. These can include things like quality, commitment to apprenticeships, attitudes to skills and training, local labour recruitment, approach to sub-contractors and length of supply chains. The UK government has said that, while it is committed to leaving the EU, it will passport into UK law the existing procurement directives.</p> <p>Preston has been working, through our Procure (URBACT) project over the past three years with the European Commission and ten other cities across Europe on how to develop best practice on procurement which works for local residents and local businesses as well as for those anchor institutions letting the contracts.</p> <p>Key outcomes</p> <ul style="list-style-type: none"> • The most recent spend analysis found that the procurement from institutions rooted in Preston retained within the city was £112.3m - a rise of £74m from 2012/13. • Within the wider Lancashire economy (including Preston) £488.7m of spend had been retained, a rise of £200m from the baseline analysis. • Since the inception of the project, 4000 extra employees in Preston are now receiving the Real Living Wage (2018 initial ONS outrun). • The institutions thus far engaged in the process - so called "anchor institutions" - include the City Council themselves, Lancashire County Council, the Office of the Police and Crime Commissioner for Lancashire, the Community Gateway housing association, Preston's College, Cardinal Newman College and the University of Central Lancashire (UCLan). • Preston was named 'Most Improved City in the United Kingdom' in 'Good Growth for Cities 2018'.
3.0	<p>Cardiff Council's Socially Responsible Procurement Policy 2017 – 2020</p> <p>The Socially Responsible Procurement Policy (2.1mb PDF) aims to ensure that the Council maximises the social, economic, environmental and cultural wellbeing benefits delivered for communities through its annual £410 million procurement spend. The Policy sets out the Council's commitments in respect of these six key priority areas:</p> <p>Think Cardiff First - to take account of the social and economic impacts of buying locally when commissioning and contracting, and asking our suppliers and contractors to do the same.</p> <ul style="list-style-type: none"> • Local Training and Employment - to create inclusive employment and training opportunities for local people in order to reduce unemployment and raise the skills level of our local workforce, especially in target groups such as long term unemployed. • Partners in Communities - to play an active role in the local community and support community organisations, especially in those areas and communities with the greatest need. • Green and Sustainable - to protect the environment, minimise waste, reduce energy consumption and use resources efficiently. • Ethical Employment - to employ the highest ethical standards in our own operations and those within our supply chain. • Promoting the Wellbeing of Young People and Vulnerable Adults - to work

	<p>with the support of entire community including local businesses, safeguarding and promoting the rights of children, young people and vulnerable adults</p> <p>The Policy is structured around the following three key Welsh Government initiatives:</p> <ul style="list-style-type: none"> • Community Benefits – drives the creation of employment and training opportunities including apprenticeships, support for small and medium sized enterprises and delivery of community, educational and environmental initiatives • Code of Practice Ethical Employment in Supply Chains – focuses on ensuring a high standard of ethical employment practices by our suppliers, service providers and contractors • Opening Doors: the Charter for SME Friendly Procurement - seeks to create a fair and open environment in which we can all do business together and address issues of particular concern to SMEs.
4.0	<p>Hywel Dda University Health Board - (2020 – ongoing)</p>
	<p>Further information: https://cles.org.uk/community-wealth-building-in-practice/community-wealth-building-places/hywel-dda-university-health-board/</p> <p>Health spending has the potential to be a core economic driver in local economies, helping to mould the local economic architecture of places to address the social determinants of health and tackle some of the core drivers of avoidable demand into the health system. CLES (National Organisation for Local Economies), with Hywel Dda University Health Board (H DUHB), are exploring how a progressive health board can maximise the impact of its spending power for wellbeing in Wales.</p> <p>Context</p> <ul style="list-style-type: none"> • Health spending has the potential to be a core economic driver in local economies. However, this has yet to be realised at scale by health institutions in the UK. • In England, many health institutions are keen to explore their role as local economic agents, but this can be hampered by a muddled national policy context and a tendency towards centralised systems. • In Wales, the national commitment to a wellbeing economy and the prioritisation of the everyday, foundational economy, provides a progressive policy frame within which the scope for health spending as a core economic driver can be fully explored. • CLES is supporting H DUHB, which provides healthcare services to a population of around 384,000 throughout Carmarthenshire, Ceredigion and Pembrokeshire, to pioneer this approach. <p>Health institutions are key local anchors</p> <p>Unlike the configuration of health services in England, the Health Board as a single entity is responsible for both commissioning and delivery, providing significant opportunities for direct influence. H DUHB explicitly recognises, through its strategy and mission, that it has a role and influence extend beyond a direct focus on health services, with a broader role as an agent that can affect economic and social wellbeing by developing closer links between the</p>

	<p>economy, wealth creation and people.</p> <p>Spending HDUHB spends in the order of £1bn a year in revenue terms. While a proportion of this spending is not in the direct control of the Health Board, approximately three-quarters is potentially influenceable. Softer influence, through collaboration with other anchors with spending power across the HDUHB geographical footprint, could impact in the order of £2.5bn annual spending across this geography. The Health Board recognise that for areas of common spending, such as food procurement, collaborative working with other anchors can unlock additional opportunities to maximise local impact.</p> <p>Whilst HDUHB has historically relied on nationally driven procurement, they are keen to develop a more locally focused approach, driven by community wealth building principles – developing a HDUHB procurement strategy to supplement the nationally led procurement approach.</p> <p>The work will develop a whole health board approach to spending which maximises the opportunities to enhance public value across all pathways of spending – direct spend, contracted spend and procurement spend. Crucially, this will include focusing upstream in the commissioning process, for example, opportunities to explore alternative delivery models and link spending to business development opportunities in the local economy.</p>
5.0	<p>Community Wealth Building in Leeds</p> <p>Leeds City Council are supporting a growing network of local anchor institutions to harness their collective spending power to benefit the local economy.</p> <p>Context</p> <ul style="list-style-type: none"> • Leeds is the third largest city in the UK and has seen considerable economic growth in its city centre over recent years, with significant growth in the financial services sector. • Whilst the city region has an economy of £74bn (ONS, 2018) and a workforce of 1.4 million people, poverty and disadvantage persist: Leeds has 114 neighbourhoods (LSOAs) in the most deprived 10% of neighbourhoods in the UK, with almost a quarter of the population living in poverty. • Leeds City Council is committed to tackling growing inequality in the city and has made the securing of inclusive growth a key strategic priority. • Community wealth building is a key pillar of their inclusive growth approach which is being taken forward through the development of a network of anchor institutions committed to using their spending power to build a more equitable local economy. <p>Using spending on goods and services to generate local social and economic benefit</p> <p>With combined procurement budgets of £2bn, the network is a significant economic agent in the Leeds economy. Having worked with National Organisation for Local Economies to analyse current spending, the network has now agreed objectives to shift spending towards suppliers who generate</p>

	<p>greater economic and social benefit for local people. Members are now working together to adapt their procurement practice and identify sectors where they can collaborate to create more economically generative local markets.</p> <p>Targeting recruitment to enable a just labour market</p> <p>Ten of the anchor institutions are Real Living Wage employers, share best practice on non-pay benefits and work collaboratively to address issues associated with the gender and ethnicity pay gap reporting and action. Employee mapping for each anchor by gender, age and pay band against the Index of Multiple Deprivation 2019 has improved understanding of the opportunity to contribute to inclusion and improve social mobility through recruitment. This has informed pilot outreach employment support programmes in priority neighbourhoods to recruit to vacancies at Leeds Teaching Hospitals NHS Trust and the Council. The pilot has now been mainstreamed and available to support all anchors.</p> <p>The anchor institutions are now signed up to the Leeds Anchors Healthy Workplace Pledge and its implementation will be supported by a toolkit with impact monitored through workforce data and staff survey results.</p>
6.0	<p>Harrow: Making refurbishment better</p> <p>Further information: https://socialvalueportal.com/case-study-harrow-making-refurbishment-better/</p> <p>Harrow Council refurbishes numerous of its properties a year. The work is both necessary and desirable for its own sake, both to reduce the waiting list for housing and to bring down carbon emissions. But the Local Authority wanted to see if it could maximise the benefits of the work through making use of “social value” (SV), looking beyond the price of each individual contract and selecting would-be contractors based on the “extra” benefit they could offer to the impacted community.</p> <p>So, in collaboration with Social Value Portal, Harrow selected a representative renovation project to carry out a pilot study. The remit of the work was to install external wall insulation, refurbish the inside of the property and install electrical services. Here at the Portal, we used our SV assessment tool as part of the tender process.</p> <p>Each bidder successfully completed the assessment, with offers varying from +3 to +57% / £51,000 to £780,000 social value-add (SVA). This is the total above and beyond the requirements of the core contract. Because the process was well managed, it didn’t add to the actual delivery costs of the project and now Harrow is examining how SV-enabled bidding can be used in all contracts above £100,000.</p>

Agenda Item 9

Project Plan - Inquiry into Procurement

Date/Venue	Evidence Gathering Activity	
Procurement Pre-Inquiry Scrutiny Working Group 24 Oct 19 and Revisited 24 Jun 21	Overview of subject area with key officers and Lead Cabinet Member for Procurement. <ul style="list-style-type: none"> • Provide an overview of the structure and make-up of the service, the legal frameworks we work under and the key influencers. • Provide the Procurement Strategy for Swansea • Outline Procurement Framework and probity, legislative and policy influences (national, local and Europe) 	
Evidence gathering - Internal		
Session 1 27 Jul 21	Internal Audit	
Session 2 16 Aug 21	Place	Departmental perspectives/procurement activities: <ul style="list-style-type: none"> • Positive social/local procurement activities • Environmental, ethical and sustainable procurement • Case studies • Consistency in following practice/procedures • Monitoring and enforcing SLAs/contract terms • Joint Procurement activities • Specific legislative/policy influences
Session 3 13 Sep 21	Social Services (including commissioning aspects)	
Session 4 27 Sep 21	Education Corporate centre	
Consultation activities - External		
Session 5 20 Oct 21	Talk to others - local businesses and stakeholders – roundtable meeting remotely	
Session 6 10 Nov 21	<ul style="list-style-type: none"> • Business Wales – training for small businesses • Submissions received from call for evidence • Social and local procurement ...look at practice elsewhere including Cardiff and Preston’s socially responsible procurement info. • Any useful survey or comparison data readily available 	
Concluding Inquiry		
Meeting 7 24 Nov 21	Findings report and discussion	
Meeting 8 31 Jan 22	Draft Final Report (informal meeting)	
Meeting 9 15 Feb 22	Final Report agreed by Panel (then submitted to Scrutiny Programme Committee on 15 Jul 21 and Cabinet on 21 Apr 21)	