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Welsh Government

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Welsh Government

Consultation – summary of response

Consultation on draft Social Public Works Clauses: Model clauses published under the Social Partnership and Public Procurement (Wales) Act 2023

March 2026

Mae'r ddogfen hon ar gael yn Gymraeg hefyd / This document is also available in Welsh
Rydym yn croesawu gohebiaeth a galwadau ffôn yn Gymraeg / We welcome correspondence and telephone calls in Welsh

Overview

This document provides a summary of responses to the consultation on draft Social Public Works Clauses: Model clauses published under the Social Partnership and Public Procurement (Wales) Act 2023 and the Welsh Government's response.

Action Required

This document is for information only.

Further information and related documents

Large print, Braille and alternative language versions of this document are available on request.

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Additional copies

This summary of response and copies of all the consultation documentation are published in electronic form only and can be accessed on the Welsh Government's website.

Link to the consultation documentation: [Draft Social Public Works Clauses | GOV.WALES](#)

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Introduction and consultation process

The Social Partnership and Public Procurement (Wales) Act 2023 (“SPPP Act”) requires all public bodies listed in Schedule 1 (contracting authorities) to carry out public procurement in a way that improves economic, social, environmental, and cultural well-being.

[Section 27 of the SPPP Act](#) requires that Welsh Ministers must publish model clauses for major construction contracts (“social public works clauses”) designed to bring about the improvements to economic, social, environmental and cultural well-being within the following improvement categories:

- Payments
- Employment
- Compliance
- Training
- Sub-contracting
- Environment

The duty in the SPPP Act placed on Contracting Authorities is to:

- have regard to the published clauses
- in designing and carrying out procedures preceding the award of the contract, consider whether the contract should include the published clauses
in negotiating and awarding the contract, take all reasonable steps to include the published clauses and ensure the published clauses can be implemented
- when managing the contract, take all reasonable steps to ensure the published clauses included in the contract are implemented

Contracting Authorities must notify Welsh Ministers if:

- they do not intend to include social public works clauses - despite having considered whether to do so
- social public works clauses are not included in the contract - despite the authority having taken all reasonable steps
- there is no process in place for ensuring that obligations in social public works clauses are implemented - despite the authority having taken all reasonable steps
- there is no process in place for ensuring that obligations in social public works clauses are implemented where the contract is subcontracted - despite the authority having taken all reasonable steps

The consultation sought views on whether the draft social public works clauses meet the requirements set out in the legislation. It also invited feedback on the potential impact on the Welsh language and opportunities to promote positive effects.

The Welsh Government received 29 responses to the consultation. An additional response was received which was not in the format of the consultation, but its comments have been considered throughout.

The Welsh Government welcomes the responses to the consultation and would like to thank those who responded.

Consultation responses and Welsh Government responses

The consultation was split into mandatory questions and follow up questions asking for additional information where the respondent had disagreed or strongly disagreed with each question. In addition, there were 3 questions relating to the Welsh language.

1. Payments

Q1a: To what extent do you agree or disagree that the model “social public works clauses” meet the requirements under section 27 of the Act in relation to Payments - “Ensuring and enforcing prompt payments”?

Q1b: If you answered disagree or strongly disagree to Question 1a, please explain why you do not believe the clauses meet the requirement.

Summary of responses

Overall, the response was split, with 10 of the 29 responses that strongly agreed or agreed to the question.

11 respondents disagreed or strongly disagreed to the question.

Eight respondents neither agreed nor disagreed or left the answer blank.

16 comments were received, and one respondent sent a contribution that was not tailored to the questions.

The responses to this question reflected mixed views about the payment provisions.

Some respondents expressed enthusiasm for the Payments clauses. Others, while being positive, suggested amendments that they believed would improve their application, which included changing words like “may” to “must” and removing words like “reasonable” in relation to evidence sought. It was felt that this may help close any loopholes that would allow contractors to avoid the clauses’ obligations. Suggestions were made on tightening language around timescales for setting up a Project Bank Account, as allowing significant delays could make these clauses ineffective. There were also concerns about opt-out mechanisms for subcontractors, and whether these might allow contractors to put them under pressure to opt out. Queries were also raised about joining deeds and how these are currently used. Alternative approaches were suggested. Conversely some respondents were worried that the clauses are too restrictive in preventing payments in supply chains without evidence that sub-contractors have been paid. Some of this concern is about the extent to which clients will need to seek evidence of payments in supply chains before releasing funds to main contractors.

Whilst many respondents welcomed the provisions in principle, several raised concerns about the workload for project managers in Contracting Authorities, where

due diligence on payment through supply chains has previously been delegated to contractors, and the time taken to set up the PBAs.

It was also suggested that PBAs and Retentions Bank Accounts (RBAs) could be combined into one bank account to simplify the administration, and that this should be provided for in the clauses, which some respondents felt would simplify the administration. Concerns were raised about the operation of RBAs and whether they provide for timely payment of subcontractors. One of the most significant concerns about RBAs was that they may be a more complex tool than is needed for lower value contracts closer to the £2m threshold. The ability of a contracting authority to hold back a return of retentions money in the event of defects was also questioned. There were also concerns about retention bonds which include the administrative burden, their merit for lower value contracts, availability, set-up costs and reliability.

Some respondents felt that there was insufficient flexibility for new digital solutions to be used, instead of traditional bank accounts, to protect project finances and allow fast payments in supply chains. One respondent noted that the transparency of payment information throughout supply chains when using PBAs can provide more information for higher tier contractors than would be available when separate financial arrangements are made at each level. It was suggested that this may be a reason why sub-contractors are reluctant to sign up their own supply chains, along with risks of problems caused by documentation errors at each level of a supply chain.

Several respondents asked for alignment between these clauses and existing guidance set out in Welsh Procurement Policy Note (WPPN) 011, which exempts projects of duration 6 months or under, or where 70% of the contract will be delivered exclusively by the prime contractor, from requiring a PBA. Other respondents sought clarification on whether the £2m threshold applies to framework agreements themselves, all call-offs, or only call-offs above the £2m threshold, and on whether the amendments work within all NEC options.

There was also a request for the inclusion of sanctions against a contractor who, having agreed to the clauses, subsequently reneges on its obligation.

Concerns were raised by those that felt the clauses require direct engagement between clients and subcontractors, and that this oversteps contractual and contract management arrangements.

Welsh Government response

Welsh Government acknowledges that there are opposing concerns from respondents. These clauses are designed to achieve three primary aims, first to ensure that payments are made to subcontractors as quickly as possible; second that supply chains are protected in the event of main contractor insolvency; and third to improve the transparency of supply chain payments.

Some suggested drafting changes will be made in the published clauses to ensure that they deliver on the policy intent, This includes instances where the word “may” will be amended to “must”, further detail to define “not reasonably able”, further detail to define when a Bond shall not be called, and further detail to ensure consistency with NEC role definitions. Some suggested changes have not been made where it was deemed they were not needed, or where such changes would have unintended consequences that would conflict with other model clauses or policy intent.

Following concerns over the set up and administration of RBAs, the clauses that require their use will be removed. Despite removing the RBA clauses, the Social Public Works clauses will be amended to ensure relevant information on retention payments to sub-contractors is provided to the Contracting Authority. Welsh Government remains committed to tackling the issues related to retentions in supply chains. More work is needed to explore this area.

Careful consideration has also been given to making provision in the clauses for new digital solutions that could be used in place of a PBA (or RBA in the future). Whilst these clauses will not be updated at this time, we recognise that digital solutions are developing rapidly and are likely to play an important role in the longer-term delivery of prompt payment.

UK Government is currently running a pilot to explore the viability of Digital Parallel Payment Accounts and Digital PBAs, which is due to conclude in the next few months. It would not be appropriate for us to comment on the progress or emerging findings of that work. However, we will review the outcomes once they are available and use them to inform our future policy decisions.

The clauses will not prevent a contracting authority from using a digital solution in place of a PBA, however a contracting authority would need to send a notification to Welsh Ministers if a PBA is not being used and will need to satisfy themselves, and Ministers, that the solution meets the requirements for secure, ring-fenced, prompt and transparent payments in supply chains.

Welsh Government acknowledges concerns about the time taken to set up a PBA and the impact on resources. Removing the requirement to set up and administer an RBA should allow resources to be better directed towards PBAs. It should also be noted that significant progress has been made in the last year to simplify, standardise and speed up these processes, and this has resulted in nominated providers where account holders can be assured to receive a high level of support and expertise when setting up their PBAs (see [WPPN 010](#) and [WPPN 011](#)). This will continue to be monitored by Welsh Government. In addition, when contract signatures are required to establish Deeds, contracting authorities could look to speed up and streamline the process by using electronic signature software approved for such purposes.

In response to comments on alignment between these clauses and existing WPPNs on PBAs, and incorporation in the clauses of certain exemptions to PBAs; it should be noted that the trigger for these clauses is set in the SPPP Act itself, i.e. for all construction contracts above £2m. Therefore, the clauses will not be amended to include specific exemptions, and all WPPNs will be reviewed and amended to reflect

where necessary changes brought about by SPPPA legislation and published clauses.

In response to concerns raised about PBA opt-out mechanisms, the clauses ensure that Contracting Authorities will be able to see the reasons why any subcontractors decide not to join a PBA and will be able to assess whether there is any evidence of coercion.

In response to concerns around visibility of supply chain payments, it should be noted that the clauses require either that Contracting Authorities are to be sole account holders or that Contracting Authorities and contractors are to be joint account holders of PBAs, therefore providing visibility. Concerns about too much visibility of payments at all tiers of the supply chain have been noted and will be monitored as the clauses come into use and as alternative digital solutions are explored. PBAs have been used for a long time without this concern having been raised.

In response to requests for clarification on whether the £2m threshold applies to framework agreements themselves and all call-offs, the Statutory Guidance will be updated to provide this clarity.

No sanctions will be built into the model clauses for contractors who do not include the clauses in their subcontracts despite being required to do so by their contract with the Contracting Authority. Contracting Authorities will already have clauses to deal with breach of contract.

The clauses do not introduce direct engagement between contracting authorities and sub-contractors, and therefore no changes are required on this point.

2. Employment

Q2a: To what extent do you agree or disagree that the model “social public works clauses” meet the requirements under section 27 of the Act in relation to Employment - “Providing employment opportunities to younger people, older people, the long term unemployed, people with disabilities or people who may otherwise be disadvantaged (for example because of their race, religion or belief, sex, gender identity or sexual orientation)?

Q2b: If you answered disagree or strongly disagree to Question 2a, please explain why you do not believe the clauses meet the requirement

Summary of responses

Overall, the response was positive, with 15 of the 29 responses that strongly agreed or agreed to the question.

Six respondents disagreed or strongly disagreed to the question.

Eight neither agreed nor disagreed or left the answer blank.

18 comments were received and one respondent sent a contribution that was not tailored to the questions.

Some respondents felt that the approach was too rigid and “one size fits all” and asked whether current approaches, such as Community Benefits, could be adapted to comply with the new requirements. Concerns were raised by those using the Themes, Outcomes and Measures (TOMs) system that these processes may not align. Conversely others felt that too much was left to the discretion of the contracting authorities, for example in relation to reporting timeframes; one respondent thought that the employment plan should be included as part of a tender submission. It was suggested that a mandatory question at tender stage would help, and that a template for what might be in the plan could be published as guidance. Others noted that employment agencies will have an important role in implementation and there will be a need for coordination and follow-up. One respondent felt that greater focus could be placed on those furthest from the jobs market.

Several responses raised concerns about the additional contract management resources that would be needed to apply the due diligence in monitoring implementation of these clauses, especially in sub-contracts. Others raised concerns about the £2m threshold for application, noting that there may be a conflict between engaging local supply chains and including these obligations. One respondent noted that supported on-going employment is desirable but may be hard to achieve in all contexts.

Other respondents agreed that these clauses met the requirements set out in the Act and its focus on improving well-being outcomes. The optional clause on signing up to the Code of Practice on Ethical Employment in Supply Chains was welcomed by respondents, with one asking that the words “and shall encourage that any sub-contractor will...” are included in clause 1.5. Respondents also requested that work to produce a new draft of the Ethical Code is completed and that this includes a process for evaluating signatories to avoid “fair washing”. Some respondents also asked that data should be required by contracting authorities so that plans to eliminate complexity of the race, disability and gender pay gaps can be developed to test whether the clause is working.

Welsh Government response

Throughout the consultation responses concerns are raised about the additional workload, and cost, that is likely to result from greater due diligence in monitoring the application of these clauses, for both clients and contractors. It should be noted that additional costs were anticipated and estimated costs for both clients and contractors were set out in the Regulatory Impact Assessment, published as part of the [Explanatory Memorandum](#) during scrutiny of the SPPP Act in 2023.

The Welsh Government deems these clauses to be sufficiently flexible as to be applied proportionately to both larger contracts as those close to the £2m threshold.

Further information will be published to assist contracting authorities and contractors in drawing up an Employment Plan as described in employment clause 1.4, and the clauses will be amended to allow for the Employment Plan to be submitted prior to contract commencement.

The clause on the Code of Practice on Ethical Employment in Supply Chains is optional because it is not directly linked to the improvement categories in Table 1 in the SPPP Act. The Welsh Government intends to continue work on a new draft Code, and to consider how to improve the monitoring of its effectiveness. The suggested additional wording for clause 1.5 is not deemed to be required as the Code includes an expectation for sub-contractors to sign up to the Code.. Clauses on measuring and reporting pay gap data have not been included since under the SPPP Act all clauses need to be applied throughout supply chains, and this may not be a meaningful exercise where there are small numbers of workers, for example for very small subcontractors.

3. Compliance

Q3a: To what extent do you agree or disagree that the model “social public works clauses” meet the requirements under section 27 of the Act in relation to Compliance – “Ensuring compliance with legal obligations in relation to employment rights (including the minimum and living wage (National Minimum Wage and National Living Wage rates), health and safety, and trade union representation”?

Q3b: If you answered disagree or strongly disagree to Question 3a, please explain why you do not believe the clauses meet the requirement.

Summary of responses

Overall, the response was very positive, with 18 of the 29 respondents who strongly agreed or agreed to the question.

Four respondents disagreed or strongly disagreed to the question.

Seven respondents neither agreed nor disagreed or left the answer blank.

17 comments were received, and one respondent sent a contribution that was not tailored to the questions.

Respondents generally acknowledged the need for these clauses, and some welcomed the approach taken. Some, however, expressed concerns about practical application, for example, on what contracting authorities will do with any personal data collected to demonstrate compliance, about GDPR implications, and clarification on roles and responsibilities for data collection that will be needed. There were concerns about applying these clauses to lower value contracts close to the £2m threshold, due to additional administrative costs and lack of resources.

One response noted the labour risks inherent in construction materials supply chains, and welcomed the optional clause that addresses this, noting that this may not be prioritised especially to begin with. Others felt that these obligations on modern slavery and human rights should be mandatory and not optional. One response suggested that several compliance mechanisms exist on business and human rights which could be incorporated into guidance. Respondents also asked that data should be required by contracting authorities so that plans to eliminate race, disability and gender pay gaps can be developed to test whether the clause is working.

Welsh Government response

It is acknowledged that administration of the clauses will require additional work, but this is necessary to ensure compliance throughout supply chains. Contracting authorities and contractors will need to ensure compliance with GDPR legislation and develop a proportionate means of collecting data required to ensure compliance, bearing in mind the value of a contract and the complexity of the supply chain. The clauses make provision for information to be provided on an anonymous basis. Clause 1.6 is optional. The obligations to comply with the Modern Slavery Act 2015 applies to companies with a turnover over £36million, and offshore labour standards may not be relevant in relation to all contracts. As such the requirement for the Contractor to provide a plan detailing compliance is an optional clause. Similarly, data on disability on race, disability and gender may only be meaningful for large contracts and contractors.

Further information will be published to assist contracting authorities and contractors in carrying out due diligence on these clauses.

4. Training

Q4a: To what extent do you agree or disagree that the model “social public works clauses” meet the requirements under section 27 of the Act in relation to Training – “Providing appropriate training for workers”?

Q4b: If you answered disagree or strongly disagree to Question 4a, please explain why you do not believe the clauses meet the requirement.

Summary of responses

Overall, the response was positive, with 15 of the 29 responses that strongly agreed or agreed to the question.

Five respondents disagreed or strongly disagreed to the question.

Nine neither agreed nor disagreed or left the answer blank.

16 comments were received from respondents, and one respondent sent a contribution that was not tailored to the questions.

Several respondents welcomed these clauses and the intent behind them. Some were concerned about the scope to apply them proportionately to contracts closer to £2m in value. Concerns were raised about lack of contract management capacity to take on the extra work needed to monitor implementation. Others questioned how these clauses could be aligned with the TOMs contract management system used by many contracting authorities in Wales, and how they can be tracked through supply chains. There were concerns that, if applied without flexibility, this may discourage smaller businesses from becoming subcontractors due to complexity. Several responses noted a need for this to be implemented in an outcome-driven, rather than a process-driven manner.

One respondent noted that training plans need to include details about apprenticeships and progression, and that training partnerships with other organisations, including colleges, should be set up as part of a procurement strategy. This will also help in ensuring that training is well-linked to required jobs. This respondent suggested that further guidance could be produced to clarify requirements and standards, and that contracting authorities should be encouraged to link payment milestones to training outcomes. Respondents also noted that workers are often required to complete training in their own time without pay and suggested that this should be addressed in the guidance. It was also noted that improvements in essential skills such as numeracy, literacy and digital skills also need to be addressed, and that access to the support of a Union Learning Rep would be helpful.

Welsh Government response

Further information will be published to assist contracting authorities and contractors in carrying out due diligence on these clauses, with links to further information to assist in the drawing-up of training plans. Work may be needed to ensure that the TOMs system, and similar systems used in Wales, are aligned with the obligations in these clauses. These clauses have been designed so that they can be applied flexibly and proportionately and tailored to the different requirements of each contract. It is intended that these plans are outcome-focused and not process-driven.

5. Sub-contracting

Q5a: To what extent do you agree or disagree that the model “social public works clauses” meet the requirements under section 27 of the Act in relation to Sub-contracting – “Providing opportunities to small and medium sized enterprises and voluntary organisations to execute works, supply products or provide services”?

Q5b: If you answered disagree or strongly disagree to Question 5a, please explain why you do not believe the clauses meet the requirement.

Summary of responses

Overall, the response was positive, with 16 of the 29 responses that strongly agreed or agreed to the question.

Five responses disagreed or strongly disagreed to the question.

Eight respondents neither agreed nor disagreed or left the answer blank.

17 comments were received, and one respondent sent a contribution that was not tailored to the questions.

These clauses were welcomed by many respondents, with several noting that these are already common industry practices. One requested that contractors should be required to use subcontractors named in a bid unless the subcontractors themselves subsequently cannot, or decline to, carry out the work. Others are concerned about the contract management resources needed to monitor application, particularly on smaller projects and throughout tiers of subcontractors. Concerns about proportional application were raised, and one respondent felt that the clauses were too rigid and restrictive.

Some concerns were raised about the NEC clause amendments particularly regarding Option A contracts. Concerns were also raised about the practicality of including these clauses in contracts close to £2m, and how to encourage SMEs to sign up to these additional terms when the standard NEC ones can already be a challenge. One respondent felt that the sub-contractor plan should be requested at tender stage.

Welsh Government response

These clauses are designed to build on good practice that many contracting authorities already have in place, and to require up-front analysis of what sub-contracting opportunities are likely to arise, and which are already part of established supply chains. These plans can be requested at tender stage, but under these clauses they must then form part of the contract and be monitored.

The NEC clause amendments have been designed to be used for all NEC options and allow flexibility and proportionality of application. It is acknowledged that there may be additional costs from monitoring the application of these clauses, but the benefits include economic benefits through providing specific opportunities to local businesses and supply chains.

6. Environment

Q6a: To what extent do you agree or disagree that the model “social public works clauses” meet the requirements under section 27 of the Act in relation to Environment – “Requiring sustainable management of natural resources, use of sustainable materials, resilience to the impact of climate change, reduction of greenhouse gas emissions, and enhancement of the natural environment and biodiversity”?

Q6b: If you answered disagree or strongly disagree to Question 6a, please explain why you do not believe the clauses meet the requirement.

Summary of responses

Overall, the response was positive, with 15 of the 29 responses that strongly agreed or agreed to the question.

Six respondents disagreed or strongly disagreed to the question.

Eight neither agreed nor disagreed or left the answer blank.

13 comments were received from respondents, and one respondent sent a contribution that was not tailored to the questions.

Concerns were raised about the cost of implementation, and limited contract management resources. Others felt that the requirement is too onerous for contracts closer to the £2m threshold, and that many SMEs in particular will struggle with the degree of measurement and levels of details that are required. Capacity within contracting authorities to verify environmental claims was also felt to be a concern. Some respondents noted that carbon measurement needs to be project specific and requested more details on monitoring, systems and assurance, and on setting targets and minimum thresholds.

One respondent noted the urgency of addressing environmental breakdown and the implications of climate change on communities across the world. Another asked that the words “enhancing the natural environment.” in 1.1 and 1.2 are changed to “protecting and enhancing...”. One respondent asked for amendments to the wording in the guidance to better address the global impact, including requiring that “offsetting” is not used to mitigate risks, and suggested that due diligence in supply chains should be required. Specific issues around unsustainable use of timber and other materials were raised.

Some respondents questioned how annual reporting would work for a smaller contract that may be less than a year in duration.

Welsh Government response

It is acknowledged that there may be additional costs for clients and contractors resulting from monitoring the application of these clauses, but this will ensure that environmental risks are identified and addressed and that greater attention is placed throughout supply chains on carbon reduction, waste minimisation, ethical sourcing, protecting biodiversity and climate change resilience. The words “protection” and “protecting” will be added to clauses 1.1 and 1.2. Questions over the practicalities of annual reporting on short contracts is already addressed in Clause 1.7 which allows reporting intervals to be set out "as the Contracting Authority specifies".

Further information will be published to assist contracting authorities and contractors in developing environmental plans and carrying out due diligence on these clauses. The clauses have been designed to allow flexibility and proportionality of application; an outcome-focussed approach should be taken rather than a process driven one.

7. Implementation

Q7a: To what extent do you agree or disagree that the model “social public works clauses” can be implemented into subcontracts?

Q7b: If you answered disagree or strongly disagree to Question 7a, please explain why you do not believe the clauses can be implemented.

Summary of responses

Overall, the response was split, with 12 of the 29 responses that strongly disagreed or disagreed to the question.

11 respondents agreed or strongly agreed to the question.

Six neither agreed nor disagreed or left the answer blank.

15 comments were received, and one respondent sent a contribution that was not tailored to the questions.

Concerns raised in response to other questions, particularly question 1, were repeated in these answers. General concerns about the resources that would be needed to manage the implementation of these clauses in subcontracts and supply chains were raised by many respondents, as were concerns about contracts with values closer to £2m. Reliance on contractor reporting and difficulties in validating claims, along with confidentiality of contractor records, were raised as concerns, and some respondents felt that limiting these requirements to particular tiers of the supply chain would be helpful. It was noted that contractual relationships only apply between tiers and not along supply chains, making it difficult for contracting authorities to enforce these requirements.

Some respondents commented that imposing more conditions on sub-contractors may deter bidders and/or raise prices. However other respondents commented that the long-term benefits of greater due diligence in supply chains would outweigh any short-term cost.

Welsh Government response

Welsh Government acknowledges the additional workload, and cost, that is likely to result from greater due diligence in monitoring the application of these clauses, for both clients and contractors. The removal of the RBA clauses addresses some of the concerns over the resources required to implement the prompt payment requirements. It should be noted that additional costs were anticipated and estimated costs for both clients and contractors were set out in the Regulatory Impact Assessment, published as part of the [Explanatory Memorandum](#) during scrutiny of the SPPP Act in 2023.

Limiting due diligence to particular tiers of a supply chain would not align with the SPPP Act, and it is a contractor's responsibility to ensure compliance with relevant legislation and contractual requirements. This does not stop at a particular tier of the supply chain. It is acknowledged, however, that expectations around supply chain due diligence need to be proportionate when supply chains extend overseas.

8. Forms of contract

Q8a: To what extent do you agree or disagree that the model "social public works clauses" can be used within commonly used forms of contract, i.e. New Engineering Contract (NEC), Joint Contracts Tribunal (JCT)?

Q8b: If you answered disagree or strongly disagree to Question 8a, please explain why you do not believe the draft clauses can be used within other forms of contract to deliver the policy intent.

Summary of responses

Overall, the response was very positive, with 19 of the 29 responses that strongly agreed or agreed to the question.

Three respondents disagreed or strongly disagreed to the question.

Seven neither agreed nor disagreed or left the answer blank.

12 comments were received, and one respondent sent a contribution that was not tailored to the questions.

The comments received included both respondents who felt that the clauses can be used alongside standard forms of contract and while others suggested that this will be difficult and more work is need to look at integration, particularly regarding payment and Option A payment models. One response raised a concern about the extra burden on project managers currently operating these forms.

Welsh Government response

Stand-alone model clauses have been published as well as clauses designed to be used with JCT and NEC clauses. These will all be amended to address matters raised in this consultation.

The model clause amendments have been designed to be used for, JCT and all NEC options and allow flexibility and proportionality of application.

Some changes to the model clauses for use with, NEC and JCT will be made. These are mainly outlined in the Welsh Government response to question 1 above.

Also, it should be noted that the new clauses to be included instead of the RBA clauses will be designed to align with stand-alone contracts, NEC and JCT contracts,

and the Welsh Government will monitor the use of these clauses and address any concerns that may emerge.

9. Explanatory note

Q9a: To what extent do you agree or disagree that the Explanatory Notes provided for the model “social public works clauses” are sufficient and useful?

Q9b: If you answered disagree or strongly disagree to Question 9a, please explain why you do not believe the Explanatory Notes are sufficient and useful?

Summary of responses

Overall, the response was split, with 12 of the 29 responses that strongly agreed or agreed to the question.

Nine respondents disagreed or strongly disagreed to the question.

Eight neither agreed nor disagreed or left the answer blank.

13 comments were received, and one respondent sent a contribution that was not tailored to the questions.

Several respondents asked for more detail and practical guidance to be published alongside the explanatory notes. Others praised the simplicity and clarity of the notes.

Welsh Government response

Further information will be published to assist contracting authorities and contractors in implementing these clauses.

10. Welsh Language

Q10a: What, in your opinion, would be the likely effects of the model “social public works clauses” on the Welsh language? We are particularly interested in any likely effects on opportunities to use the Welsh language and on not treating the Welsh language less favourably than English.

Summary of responses

18 comments were received, and one respondent sent a contribution that was not tailored to the questions.

Respondents noted that whilst there is no likely negative impact on the Welsh language, there is scope for a positive impact to be achieved through encouraging contractors to increase the Welsh language skills of their workforce, for example by including Welsh language in their employment and training plans and monitoring

compliance. It was noted that more opportunities for Welsh businesses is likely to have a positive impact on the Welsh language. One respondent felt that there should be some mention of the Welsh language in the clauses and explanatory note.

Welsh Government response

The Welsh Government acknowledges the suggestions that contractors could be encouraged to consider how Welsh language skills can be developed within their workforce. As the Welsh Language is not referred to in Section 27 of the SPPP Act, there are limitations on what can be included in the clauses and the explanatory note. The Welsh Government will continue to explore opportunities to strengthen the positive impact that public procurement activity can have on the Welsh language.

Q10b: In your opinion, could the model “social public works clauses” be formulated or changed so as to: have positive effects or more positive effects on using the Welsh language and on not treating the Welsh language less favourably than English, or mitigate any negative effects on using the Welsh language and on not treating the Welsh language less favourably than English?

Summary of responses

17 comments were received, and one respondent sent a contribution that was not tailored to the questions.

Respondents generally felt that there is little scope for amending the clauses to have positive effects on use the Welsh language, and on not treating the Welsh language less favourably than English. It was noted that most contracting authorities will have already considered how Welsh language standards apply in procurement and included this in the contract procedure rules. Other respondents felt that more could be done to include promotion of the Welsh language in these clauses, while others were concerned about how this might be required of contractors not based in Wales.

Welsh Government response

It is positive that these clauses build on work already done by contracting authorities to meet Welsh language standards. No changes are proposed to the clauses.

11. Other

Q10c: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please use this space to report them:

Summary of responses

12 responses provided a comment, and one respondent sent a contribution that was not tailored to the questions

Many respondents reiterated their concerns about the administrative burden of managing these contracts and felt that more thought is needed in particular on how they might be applied to contracts close to the £2m threshold and by smaller subcontractors. Additional guidance on proportionality, and guidance for businesses, was requested, as was advice on how these clauses will be embedded in existing framework agreements. Templates and training for SMEs were requested. Respondents called for flexibility of implementation especially for small or short-term packages of work. Questions were asked about how these clauses would interact with other frameworks and standards and requested mapping of these clauses to the Common Assessment Standards (CAS) and other methodologies, including TOMs. Developing or supporting existing digital tools to aid implementation was suggested, with one respondent requesting a single reporting system for Wales.

Improved monitoring and enforcement requirements were also requested by some respondents, as was greater detail about the notifications process for contracting authorities to report non-inclusion of the clauses.

Welsh Government response

Responses to many of the points raised have been addressed in response to previous questions above.

Welsh Government acknowledges the concerns that have been raised throughout the consultation on the additional administration of the Clauses. These clauses build on good practice that many contracting authorities already have in place and will ensure public procurement supply chains improve economic, social, environmental, and cultural well-being.

Further information including Statutory Guidance will be published to assist contracting authorities and contractors implement these clauses.

Next steps

The Welsh Government is grateful to everyone who took the time to respond to this consultation. As a summary document, not all the issues raised in responses will have been reflected fully, but each response has been considered carefully. The Model Social Public Work Clauses will be amended as indicated to address matters raised in the consultation. Further matters will be addressed in statutory guidance and information that will be published to support implementation.