

**Socially Responsible Procurement under the Social Partnership and Public Procurement (Wales) Act 2023 – Frequently Asked Questions**

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## Coming into force

### Q. When do the new duties come into force?

A. Most of the Social Partnership and Public Procurement (SPPP) Act is already in force, but the Socially Responsible Procurement (SRP) duties for Contracting Authorities will all come in to force on 25 March 2026 – except for sections 39 and 42 (annual reporting duties) which will come into force on 1 April 2026.

## The scope of the SPPPA

### Q. Which organisations are bound by the new duties?

A. There are duties on certain public bodies – see [Schedule 1](#) of the SPPPA for the list.

### Q. Is the list of bodies covered by the SPPPA in Schedule 1 likely to change?

A. The SPPP Act makes provision for changes to the Schedule 1 list via Regulations. There may be changes but this will depend on the priorities of the Welsh Government. It should also be noted that if the list of bodies covered by the Well-being of Future Generations (Wales) Act 2015 (WFG Act) changes, this will automatically read across into Schedule 1.

### Q. Will the SPPP Act place duties on suppliers?

A. Not directly, however there will be shared responsibility for delivering some of the duties under the Social Public Works Clauses and the Social Public Workforce clauses. Also for Contracting Authorities to provide the necessary detail in their annual socially responsible procurement report, Contracting Authorities may wish to require suppliers to update their registration details on Sell2Wales.

### Q. Is this legislation part of the Procurement Act 2023?

A. No, this is separate Welsh legislation, which carries the same force as the Procurement Act 2023, but only applies directly to the bodies listed in Schedule 1.

### Q. Where can I find guidance?

A. You can find guidance for delivering the new duties on the Welsh Government's webpages at [Social Partnership and Public Procurement \(Wales\) Act | GOV.WALES](#).

## The main duties of the legislation

### Q. What is socially responsible procurement?

A. Socially responsible procurement under the SPPP Act means procurement for the purposes of improving economic, environmental, social, and cultural well-being

(including by improving public services) in Wales. However, in essence socially responsible procurement is good procurement!

#### Q. How many Objectives should we be setting?

A. Setting objectives is an important first step for Contracting Authorities. They need to be designed to maximise contribution to achieving the well-being goals. It is suggested that public bodies set between four and seven objectives and think about the steps they will take to achieve them.

#### Q. What is a “prescribed contract”?

A. This refers to major construction contracts, outsourcing services contracts and those public contracts above thresholds in Schedule 1 of the Procurement Act (essentially contracts above GPA) excluding “excluded” contracts, as set out in the [Regulations](#). These figures are defined by reference to the GPA, and “excluded” contracts are defined in the regulations. Whilst SRP generally, and SRP objectives, apply to all procurement, public bodies are only required to “take all reasonable steps” to meet their objectives (and report on this) for procurements in relation to prescribed contracts.

#### Q. Can we publish one document containing our Objectives and Procurement Strategy together?

A. Yes, unless you are publishing a joint Procurement Strategy – because every contracting authority needs to publish its own Objectives.

#### Q. How do we meet our Objectives when using non-Welsh frameworks?

A. The main way to achieve your objectives is to plan these in from the start of your procurement and build them into your Invitation to Tender. If the framework agreement / providers cannot meet your needs, is there another one you could use that would, or should an alternative route to market be sought? If not, then you will have to explain this in your annual report, and work with your suppliers to deliver as many of your objectives as possible. If your contract is in construction or outsourcing services and you use a framework that does not allow you to include the model clauses you will need to notify Welsh Ministers (see [guidance](#)).

#### Q. Do we have to develop a new procurement strategy for every procurement exercise we undertake?

A. The SPPPA does not require this. Your published Objectives and Procurement Strategy required under the SPPP Act only need to be published once to cover all of your procurement. You will need to review your Procurement Strategy annually (section 38), and your Objectives if you consider that changes are needed, or if there are any changes to the well-being goals (see Schedule 2).

### Q. Why does the Act focus on construction contracts?

A. We spend around a third of our procurement spend each year on construction. Long and complex supply chains mean that sometimes it is hard to track the delivery of well-being outcomes. There are many risks and opportunities linked to well-being in the construction sector. Also, we have always focussed on construction in Wales through our Community Benefits programme, for contracts above £2m. This legislation takes this focus into a statutory footing.

### Q. Why does the Act focus on outsourcing services contracts?

A. Outsourcing of public services can undermine the terms and conditions of workers over time. Fair work is a priority within the SPPP Act and protecting the terms of workers is a priority. This also helps protect the quality of the services delivered.

## Reporting

### Q. What should our annual report look like in terms of content, layout and length?

A. Your annual report is your opportunity to explain how you are achieving well-being outcomes through your procurement. You will need to include the information described in section 39 of the SPPP Act, but you can decide how best to present the information. It is hoped that public bodies will publish engaging documents with examples, case studies and good practice to share, as well as being reflective of opportunities for improvements in future. See also the [guidance](#) on this.

### Q. How should we collect the 11 pieces of information set out in Regulations from all of our contracted suppliers?

A. You can use your own systems for collecting this information, but you can also use [Sell2Wales](#) by ensuring that your suppliers update their supplier profile where this information is captured through a series of yes/no questions.

### Q. Do we need to use the Contract Register on Sell2Wales to comply with the section 40 of the SPPP Act, duty to publish a Contracts Register?

A. No, as long as you comply with the SPPP Act, you can do this as you wish. However, you may find it easier to provide a link to the Sell2Wales Contract Register webpage on your website, where the Contracts Register information will be pulled directly from the Contract Details Notices published on FTS via Sell2Wales.

**Q. When will the Contract Register on Sell2Wales pull information from the Contract Details Notices published under the Procurement Act 2023?**

A. This updated functionality is due to be in place from 1 April 2026 following a Sell2Wales system update.

## **Oversight and enforcement**

**Q. What might trigger a procurement investigation?**

A. The provision for this in section 41 of the Act is designed to address areas of weakness. This could mean a repeated failure to put processes in place to implement the requirements under the Act, or a single procurement where significant opportunities to achieve well-being goals through meeting Socially Responsible Procurement Objectives, or minimise risks to well-being, have been missed. For further information, please see [the guidance on procurement investigations](#).

**Q. What is the purpose of the procurement subgroup of the Social Partnership Council?**

A. The role of the subgroup is to advise Welsh Ministers on the operation of the legislation. The subgroup is likely to consider public bodies' annual reports, and other sources of information in formulating its advice. It may be asked to assist with assessing the notifications received for non-inclusion of works or workforce clauses.

## **The Works and Workforce clauses (and Workforce Code)**

**Q. Do the Works clauses apply to call-off contracts?**

A. Any in scope Contracting Authority awarding a call-off contract under a framework where the call-off is valued over £2m would need to include the works model clauses (or send a notification to the WMs).

Any in scope Contracting Authority awarding a Framework agreement valued over £2m must include call-off contract templates which have the model works clauses included for all call-off contracts valued over £2m (or send a notification to the WMs).

The Contracting Authority awarding a Framework agreement can also provide call-off contract templates that do not include the model clauses for use by Contracting Authorities for call-off contracts under £2m, should they wish to use that template. No notification would be required as the value of the call-off contract would be below £2m.

**Q. Will there be two Workforce Codes (one published under the SPPP Act and one issued with a Policy Advice Note)?**

A. No, there will be only one Workforce Code published under the SPPP Act. The current Workforce Code published as a Policy Advice Note will be withdrawn from 25<sup>th</sup> March 2026.

**Q. What if I have started my procurement but not yet included the works or workforce clauses?**

A. If you HAVE already entered a contract before the relevant sections of the SPPP Act comes into force on 25 March 2026, then you will not be required to retrospectively include the clauses or send a notification for not doing so. If you have NOT reached the “negotiating and awarding” stage of a procurement by 25 March 2026, you will have to notify Welsh Ministers for non-inclusion of the clauses in a relevant contract. However, the definition of public procurement in the SPPP Act includes the whole of a procurement cycle, including contract management, so you should consider how you can pursue socially responsible procurement outcomes through contract management where possible even when the clauses have not been included.

**Q. The Works clauses don't seem aligned with existing Welsh Procurement Policy Notes (WPPNs) on Project Bank Accounts (PBAs)?**

A. The WPPNs will be updated to reflect legislative changes after 25 March 2026.

**Q. What if the clauses or the Code conflict with our organisational policies?**

A. If you do not include the works or workforce clauses in a relevant contract you will need to notify Welsh Ministers. You should review your organisational policies and bring them into line with the Code and clauses where possible, bearing in mind that Welsh Ministers have powers to direct Contracting Authorities to take all reasonable steps to include the clauses if they are not satisfied with the reasons for their non-inclusion.

**Q. What happens if bidders won't agree to inclusion of the clauses?**

A. If you decide to include the clauses they should not be negotiated and should be communicated to bidders as a mandatory element of a compliant bid, and bidders will need to treat them as mandatory and ensure they are enforced through supply chains. If not, a notification must be sent to Welsh Ministers.

**Q. What do I do if a bidder agrees to include the clauses but then declines to do so further on in the procurement process?**

A. Their tender response becomes non-compliant, or if you intend to proceed then you will need to notify Welsh Ministers if the clauses are not being included in the contract and applied throughout supply chains.

**Q. Can I keep on using the ‘old’ version of the Two-Tier Workforce Code?**

A. Only if the original outsourcing contract was entered into prior to 25 March 2026.

**Q. I’ve had a complaint that one of my suppliers isn’t adhering to the clauses/Code – what do I do?**

A. This should be treated as a breach of contract and managed as you would normally do via your contract management arrangements. If matters are not resolved, then a notification to Welsh Ministers would be needed.

**Q. What if the framework agreement I am using doesn’t allow for inclusion of the relevant clauses?**

A. If you continue to use the framework, then a Notification to Welsh Ministers would be needed. However, it is recommended that you engage with suppliers to try and achieve the outcomes. You should also consider the feasibility and impact of using a different framework.

**Q. Can I use the clauses on other types of contract, or contracts below the threshold?**

A. Yes but make sure you do this in a proportionate way. For example, what impact might this have on smaller bidders?

**Q. My organisation isn’t included in Schedule 1 – can I use these clauses?**

A. Yes – but as above, please ensure your approach is proportionate.

**Q. Is it ok if we use differently-worded clauses of our own to those provided by Welsh Government?**

A. The Act requires you to consider including the clauses that “have the same or substantially the same” effect as the published model clauses.

**Q. Do we need legal advice if we are going to be using new or different contract clauses?**

A. You must take your own legal advice for to ensure consistency throughout your own procurement documents and terms and condition templates.