



# Future eGates Services

## **SCHEDULE 33**

## **SOCIAL VALUE**

## **Contents**

1. DEFINITIONS .....	3
2. INTRODUCTION .....	3
3. SUPPLIER OBLIGATIONS FOR DELIVERING SOCIAL VALUE .....	4
4. PRINCIPLES OF ENVIRONMENTAL SOCIAL VALUE TO FIGHT CLIMATE CHANGE .....	4
5. PRINCIPLES OF ECONOMIC SOCIAL VALUE TO TACKLE ECONOMIC INEQUALITY .....	5
6. PRINCIPLES OF ECONOMIC SOCIAL VALUE TO PROVIDE EQUAL OPPORTUNITY .....	6
7. SUPPLIER'S SOCIAL VALUE POLICY AND SOCIAL VALUE PLAN	6
8. MANAGEMENT INFORMATION .....	8
9. MONITORING AND REVIEW .....	8
Annex 1 – Home Office Social Value Objectives .....	10

## 1. DEFINITIONS

In this Schedule, the following definitions shall apply:

**“Authority’s Sustainability Requirements”** means the ‘Home Office Social Value Objectives’ set out in this Schedule and Annex 1 to this Schedule 33 (*Social Value*);

**“Contract Revenue”** means the monetary value (Excluding VAT) received through a contract between the Supplier and a Central Government Department or its Arm’s Length Bodies (ALBs);

**“Plan for Growth”** means the Plan for Growth policy paper published by HM Treasury on 20 March 2013 that can be accessed at: [Plan for growth \(GOV.UK\)](#);

**“Policy Outcome”** means the policy areas identified in the Social Value Model, [Social Value Model Policy Outcomes \(GOV.UK\)](#);

**“Social Value”** means the additional social benefits that can be achieved in the delivery of the Contract set out in the Authority’s Requirements;

**“Social Value Model”** means the policies set out in the [Social Value Model \(GOV.UK\)](#);

**“Social Value Plan”** Plan to be developed by the Supplier and provided to the Authority and agreed within 90 calendar days of the Effective Date. Requirements are set out in Section 7 to this Schedule 33 (*Social Value*);

**“Social Value Report”** Quarterly Report to be provided by the Supplier to the Authority. Requirements are set out in Paragraph 8.1 to this Schedule 33 (*Social Value*);

**“Tier 2”** means the tier in the supply chain between the Supplier delivering this Contract to the Authority, and the further tiers of its supply chain. These require more than a light touch management regime; and

**“Wider Sustainability Aims”** means the wider sustainability aims that the Supplier is encouraged to support where possible as set out in Schedule 4 (*Standards*).

## 2. INTRODUCTION

2.1 This Schedule sets out the Social Value standards and principles that will apply to the Contract.

2.2 In this Schedule, unless the contrary intention appears, each capitalised term shall have the meaning set out in Schedule 1 (*Definitions*) or paragraph 1 of this Schedule 33 (*Social Value*).

2.3 The Public Services (Social Value) Act 2012 (“[the Social Value Act \(legislation.gov.uk\)](#)”) requires the Authority to have regard to economic,

social and environmental well-being in connection with public services contracts; and for connected purposes. Where services are contracted out the Authority will place similar obligations on its Suppliers.

- 2.4 The Authority is required to explicitly evaluate and embed Social Value throughout the commissioning lifecycle by adhering to the [Social Value Model \(GOV.UK\)](#). The Authority must also ensure that value for money is delivered for the taxpayer whilst contributing to the Government's [Plan for Growth \(GOV.UK\)](#).

### 3. SUPPLIER OBLIGATIONS FOR DELIVERING SOCIAL VALUE

- 3.1 The Supplier shall deliver the Services to the Authority in accordance with the [Social Value Act 2012](#) and in accordance with its Social Value commitments set out within Schedule 8 (*Supplier Solution*). The Supplier shall take account of, and comply with, the Authority's Social Value requirements and the Authority's aims, objectives and targets in relation to the Authority's Social Value Strategy set out in Schedule 4 (*Standards*), this Schedule and within Annex 1 including the framework for the [Greening Government Commitments 2021 to 2025 \(GOV.UK\)](#) policy and any successor arrangements.
- 3.2 The Supplier shall take account of and comply with any future social value legislation, policies, strategies and codes of practice put in place by the Authority and any relevant Government body (in particular Cabinet Office, Department for Environment, Food and Rural Affairs, Department for Energy Security & Net Zero, Government Property Unit and the Environment Agency).
- 3.3 The Supplier shall advise the Authority on new technologies and approaches which may be beneficial to the Authority in the delivery of Social Value.
- 3.4 Changes to the Supplier's Solution and the Service Requirements which are necessary to meet changes occurring after the Effective Date to the Authority's Sustainability Requirements and Social Value Aims, Strategy and Model shall be agreed in accordance with Schedule 22 (*Change Control Procedure*).

### 4. PRINCIPLES OF ENVIRONMENTAL SOCIAL VALUE TO FIGHT CLIMATE CHANGE

- 4.1 In delivering the Services the Supplier shall support the Authority to deliver the Social Value Model Policy Outcome "Effective Stewardship of the Environment", specifically Model Award Criteria (MAC) 4.1. To support this Policy Outcome the Supplier shall, where applicable:

4.1.1 Deliver additional environmental benefits through the performance of the Contract, including working towards net Zero Score greenhouse gas emissions.

4.1.2 Demonstrate collaborative ways of working with the supply chain to deliver additional environmental benefits in the performance of the Contract, including working towards net Zero Score greenhouse gas emissions.

## **5. PRINCIPLES OF ECONOMIC SOCIAL VALUE TO TACKLE ECONOMIC INEQUALITY**

5.1 In delivering the Services the Supplier shall support the Authority to deliver the Social Value Model Policy Outcome “Create new businesses, new jobs and new skills”, specifically MAC 2.2 and 2.3. To support this Policy Outcome the Supplier shall, where applicable:

5.1.1 Implement recruitment practices and employment conditions, such as the five foundational principles of quality work set out in the [Good Work Plan](#) (e.g. fair pay, participation and progression, voice and autonomy), to attract good candidates from all backgrounds, minimise turnover of staff and improve productivity;

5.1.2 Create employment opportunities under the Future eGates Services Contract, particularly for those who face barriers to employment, such as prison leavers, and/or individuals from the UK Resettlement Programme, and for people in industries with known skills shortages or in high growth sectors;

5.1.3 Take action to ensure equality and accessibility, without discrimination, to employment and workforce related opportunities on the Contract, and promote them to be fully accessible; and

5.1.4 Support educational attainment relevant to the Contract, including training schemes that address skills gaps and result in recognised qualifications.

5.2 In delivering the Services the Supplier shall support the Authority to deliver the Social Value Model Policy Outcome “Increase Supply Chain Resilience and Capacity”, specifically MAC 3.1. To support this Policy Outcome the Supplier shall, where applicable:

5.2.1 open sub-contracting opportunities under the Contract to a diverse range of businesses, including new businesses, entrepreneurs, start-ups, Small and Medium-sized Enterprises

(SMEs), Voluntary, Community and Social Enterprises (VCSEs) and mutuals;

5.2.2 advertise supply chain opportunities openly to ensure they are accessible to a diverse range of businesses, including advertising sub-contracting opportunities; and

5.2.3 embed prompt payment reporting and practices by complying with applicable legislation, regulations and other government requirements including the Prompt Payment Code ([GOV.UK](https://gov.uk))

## 6. PRINCIPLES OF ECONOMIC SOCIAL VALUE TO PROVIDE EQUAL OPPORTUNITY

6.1 In delivering the Services the Supplier shall support the Authority to deliver the Social Value Model Policy Outcome “Tackle Workforce Inequality”, specifically MAC 6.3. To support this Policy Outcome the Supplier shall, where applicable:

6.1.1 take action to identify, mitigate and manage modern slavery risks relating to the Contract; and

6.1.2 implement policies and practices to mitigate and manage modern slavery risks.

## 7. SUPPLIER’S SOCIAL VALUE POLICY AND SOCIAL VALUE PLAN

7.1 The Supplier shall provide to the Authority a copy of its Social Value policy or equivalent and shall develop, maintain and implement a Social Value Plan in line with the Authority’s Social Value Model in Annex 1, the requirements set out in Schedule 4 (*Standards*) and the requirements of this Schedule. The Supplier shall ensure that any Key Sub-contractors comply with the Social Value Plan.

7.2 The Supplier shall submit its Social Value Plan for the Authority’s approval within 90 calendar days of the Effective Date. The Social Value Plan shall ensure that all objectives, targets and aims contained therein are ambitious but achievable.

7.3 The Supplier shall ensure that the Social Value Plan complies with the [Government Buying Standards \(GOV.UK\)](https://gov.uk).

7.4 The Supplier’s Social Value Plan shall include the Supplier’s approach to delivering the Services which shall incorporate Social Value.

7.5 The Social Value Plan should also include the following principles:

- a. value for money;
- b. environmental and social benefits;

- c. more efficient use of resources;
- d. greater social inclusion;
- e. support for innovation;
- f. better risk management; and
- g. improved supplier relationships.

7.6 In addition to the provision of the Social Value Plan, the Supplier shall set out within its Social Value Plan

- a. whether the Supplier intends to contract with any Start-ups, Small to Medium-sized Enterprises (SMEs) and/or Voluntary, Community and Social Enterprises (VSCs) to provide any supplies or services required to deliver the Services;
- b. the Supplier's projected level of spend in detail relating to the delivery of the Services with Start-ups, SMEs and/or VSCs;
- c. any plans the Supplier may have to increase the level of spend relating to the delivery of the Services with Start-ups, SMEs and/or VSCs;
- d. confirmation that the Supplier has systems in place to include (as a minimum) 30-day payment terms in all of its supply chain contracts and require that such terms are passed down through its supply chain in accordance with Clause 15.16(a) of the Contract; and
- e. confirmation that the Supplier has procedures for resolving disputed invoices with those in its supply chain promptly and effectively.

#### 7.7 Carbon Reduction Plan (CRP)

- 7.7.1 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the Contract in accordance with [PPN 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts \(GOV.UK\)](#), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 7.7.2 The Carbon Reduction Plan shall be completed in accordance with the UK Government's [Carbon Reduction Plan Guidance \(GOV.UK\)](#).
- 7.7.3 The Supplier shall provide the Authority with quarterly updates regarding its progress against the Carbon Reduction Plan as part of the Social Value Report. These updates must include an update of progress against carbon reduction targets using the table within PPN 06/21.

## 8 MANAGEMENT INFORMATION

- 8.1 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, provide a quarterly report (the “**Social Value Report**”). The Social Value Report shall include;
- a. a record of the Supplier’s progress against its Social Value Plan including any targets set;
  - b. details of the actions taken in the previous reporting period and actions planned for the next reporting period;
  - c. the total contract revenue received directly from this Contract;
  - d. the total value of sub-contracted revenues from this Contract (including revenues for non-SMEs and/or non-VCSEs and mutuals);
  - e. the number, type and value of sub-contracted revenues to start-ups, SMEs, VCSEs and mutuals; and
  - f. an update on the Supplier’s progress against its Carbon Reduction Plan.
- 8.2 The Social Value Reports shall be provided in the format required as set out in guidance issued by the Authority from time to time.
- 8.3 The Social Value Reports must be made available to the Authority within 5 Working Days of quarter-end.

## 9 MONITORING AND REVIEW

- 9.1 The Supplier will demonstrate its commitment to Social Value through an annual review of its Social Value policy.
- 9.2 The Supplier and Authority may discuss the Supplier’s Social Value Plan and progress against it during the Commercial Contract and Performance Board meetings.
- 9.3 The Authority may request the Supplier to record their Social Value reporting metrics via an online tool. It will be the responsibility of the Supplier to regularly update the tool throughout the Contract Term. The parties shall review the Supplier’s progress in delivering the Social Value set out in its action plan during the Commercial Contract and Performance Board meetings.
- 9.4 Where the risk of modern slavery is high (as reflected within the [Modern Slavery Guidance \(GOV.UK\)](#)), the Supplier will provide to the Authority assurance on the processes in place to identify and address modern slavery risks in its supply chains including, where relevant, assurance of legal compliance with the Modern Slavery Act 2015. An action plan would need to be put in place where there were suspected



and confirmed instances of modern slavery to detail how these are to be addressed.

## Annex 1 – Home Office Social Value Objectives

The [Social Value Model \(GOV.UK\)](https://www.gov.uk/government/publications/social-value-model) details the Authority's objectives for Social Value, articulating it in terms of high-level themes and strategic policy priorities.

The Supplier shall incorporate the Social Value Model as described within this Schedule 33, where relevant and proportionate to the Services and its Social Value solution as described within Schedule 8 (*Supplier Solution*), within the Supplier's Social Value Plan and Social Value Report.

The Supplier shall set its own benchmarks\* and targets within the Social Value Plan, for improvements or activities that support the delivery of the Authority's aims as set out within this Schedule.

Social Value Policy Outcome	Commitment	Reporting Metric	Target	Reporting Frequency
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