

# **Appendix 1b – Social Clauses: Policy on the use of Social Clauses in Council Contracts**



**BELFAST CITY COUNCIL**

**Policy on the use of Social Clauses in Council Contracts**

## INTRODUCTION

- 1.1 The Council is committed to generating, through its commissioning and procurement activities, positive outcomes for Belfast and the people of Belfast. We will do this by ensuring that, where practicable, the money we spend on procuring goods, works and services benefits the people, the communities and the economy of Belfast. To achieve this, this document sets out the Council's policy on the use of social clauses in Council contracts.
- 1.2 Social clauses are clauses added to contracts that are intended to result in benefits to the wider community. The benefits can be social, economic and/or environmental in nature and are intended to be in addition to the benefits secured by the provision of the goods, works or services themselves.
- 1.3 The decisions made by directors, service commissioners, procurement officers and managers within the Council can have key implications for the sustainability of business and the growth of jobs and wealth within the Belfast area. In addition to the very significant annual investment in the purchase of supplies and services, the Council also makes significant capital investment in infrastructure. Our goal is to ensure that this public spending reaps maximum local economic, social and environmental benefit.

## 2 CONTEXT AND BACKGROUND

- 2.1 The incorporation of social clauses into contracts procured by the public sector has been gathering momentum since 2010. In part this has been facilitated by a change in the legislation relating to purchasing. The use of social clauses to deliver significant social and economic benefits is also a key commitment of the NI Executive's Programme for Government 2011-2015.
- 2.2 The Council is committed to the use of social clauses to increase the economic social, and environmental benefit of its procurement spend. This commitment is shown in our Investment Programme and our Procurement Strategy.
- 2.3 Our Investment Programme for 2012 – 2015 contains the following actions to:
- *introduce the use of social clauses in our tenders which will aim to give opportunities to access the labour market for the long term unemployed [and other disadvantaged and underrepresented groups such as young people, women (in construction), people who have a disability, or minority ethnics];*
  - *look at how community benefit clauses can be secured in contracts – for example securing the use of facilities for community use; and*
  - *work with partners on the Belfast Social Clause Delivery Forum, ensuring that government contracts contain appropriate social clauses to support employment and apprenticeship opportunities that can be easily managed and monitored.*
- 2.4 Our Procurement Strategy aims to “manage and maximise the potential of the Council’s procurement spend to support the local economy and environment.” It stresses the need to get best value from our purchasing and to develop formalised process for the inclusion of social clauses into our contracts.

- 2.5 In addition, Local Government Reform increases the powers available to the Council especially with regard to regeneration and planning. This presents further opportunities to incorporate social clauses into our procurement process.
- 2.6 On the 19<sup>th</sup> June 2014 the Council approved a motion to address economic hardship in our communities due to unemployment and welfare changes. The motion stated that Council would aim to increase the opportunities for real jobs and apprenticeships especially for the long-term (greater than 12 months) unemployed. This policy will support this motion and the Council's wider economic strategy via appropriate social clauses that meet the necessary legal requirements for the duration of appropriate contracts.
- 2.7 Consequently, by means of this policy, we will exploit the potential of the Council's spending power to harness extra economic, social and environmental benefit for local people and communities by ensuring that appropriate social clauses are always considered in accordance within the agreed criteria.

### 3 THE LEGISLATIVE FRAMEWORK

- 3.1 The Local Government Best Value (Exclusion of Non-commercial Considerations) Order (Northern Ireland) 2012<sup>1</sup> enabled district Councils to take account of certain matters in the award of public contracts that were previously considered to be non-commercial considerations. Such matters include the terms and conditions of employment of a contractor's workforce and the conduct of contractors or their workers in industrial disputes.
- 3.2 The relaxation represented by the Order potentially makes it easier for the Council to integrate social considerations and social clauses into its contracts. However, some constraints do remain because of the requirements of EU procurement law. There is an inherent tension between the desire to promote the *local* economy by boosting procurement spend with local businesses and the obligations deriving from EU procurement law, the aim of which is to open up the EU market so that contractors throughout the EU can freely access and compete for opportunities in other member states. Restricting opportunities so that only local contractors can bid for contracts, for example, would be illegal under EU procurement law.
- 3.3 In summary, EU procurement law permits the inclusion of social and environmental requirements as contract conditions, provided those conditions are compatible with EU law and are indicated in the contract notice and contract documents.<sup>2</sup>

### 4 THE AIMS OF THE POLICY

- 4.1 The aims of this policy are as follows:
- 4.1.1 to ensure that directors, commissioners, Council officers and all those engaged in procurement activity consider the opportunity to embed social considerations in a prospective purchase at the outset of the procurement process;

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<sup>1</sup> This 2012 Order was made by the DOE under powers conferred by Section 2 of the Local Government (Best Value) Act 2002. The Best Value Act 2002 will be repealed in April 2015 as its provisions have now been re-enacted within the Local Government Act 2014 and a new Order will be provided by the DOE.

<sup>2</sup> Regulation 39 of the Public Contracts Regulations 2006

- 4.1.2 to engage with the market and so encourage suppliers to include as much social value within contracts as possible;<sup>3</sup>
  - 4.1.3 to ensure that, wherever possible, appropriate social clauses are included in all Council contracts; and
  - 4.1.4 to ensure that every pound spent on public service provision and procuring goods, works and services reaps maximum economic, social and environmental value and benefit, ultimately resulting in an improved quality of life in Belfast and its communities.
- 4.2 More broadly, the policy is intended to provide a solid foundation for the inclusion of social clauses in all appropriate Council contracts. To inform staff across the Council, particularly those involved in commissioning, when and how to assess the suitability of, integrate (where appropriate), manage and monitor social clauses in Council contracts.

## 5 WHO IS THE POLICY AIMED AT?

- 5.1 The policy is aimed at staff across the Council but particularly those with responsibility for making, influencing or sanctioning investment or spending decisions. It is aimed at directors, service commissioners, procurement managers, procurement officers, and contract managers. The policy is also intended to influence contractors so that they are better able to accommodate social clauses and to identify ways in which they can increase the economic, social and environmental value of their work.
- 5.2 A separate guidance note for staff on how to implement and monitor social clauses sits alongside this policy.

## 6 WHAT OUTPUTS ARE WE SEEKING TO ACHIEVE?

We aim to provide additional outputs that are germane to the main contract. Examples include:

- creating employment opportunities for disadvantaged and underrepresented groups such as the long term unemployed (defined as those being unemployed/economically inactive for a minimum of 12 months), young people, women, people who have a disability, or minority ethnics;
- providing work placements and skills development for young people;
- sustaining/creating apprenticeships;
- promoting essential skills amongst suppliers existing workforce;
- providing paid placement opportunities for students on a University or College of Further and Higher course;

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<sup>3</sup> ***Please note, officers must still clearly state what they require as the outputs from contracts. The aim of this statement is to encourage suppliers to start to think of ways to add social value that are above and beyond what the Council directly requires and that officers may have thought of. In effect, we hope to encourage innovation.***

- delivering supply chain events to increase accessibility to supply chain opportunities for SMEs, micro-businesses and social enterprises;
- engagement with local schools/community groups to promote enterprise or careers in key sectors;
- delivering environmental improvements such as waste minimisation and/or recycling schemes, carbon reduction, CEEQUAL or BREEAM etc.
- identifying and delivering relevant community focused projects.
- identifying and delivering other contributory social benefits that are complementary to the main contract.

***When drafting a contract specification, officers should consider the above outputs as objectives of the contract.***

***In summary, our procurement activity needs to consider how we can better design contracts and use social clauses to achieve better outcomes in line with the Council's strategies, how we deliver long-term improvement in the effectiveness of services and other activities; and increase value for money and social value by placing social, environmental and economic outcomes at the heart of commissioning.***

## 7 WHAT TYPES OF CONTRACT ARE APPROPRIATE TO THE POLICY?

- 7.1 The scope of this policy does not extend to leases or grants. Instead, it relates specifically to contracts let by the Council for goods, works and services. This includes a very broad range of contracts and will cover construction contracts, facility management contracts, and contracts for the purchase of goods. Every time the need for such a contract arises, an assessment of the potential to incorporate social clauses into that contract should be undertaken.
- 7.2 Factors to be considered include the nature of the purchase (goods/works/services) and the expertise of the potential providers/suppliers; the value of the contract; the size of the contract and the duration or term. Straightforward supply contracts, for example, **may** not be able to accommodate skills, training or employment opportunities but such requirements should be capable of being included in contracts for works **and services**.
- 7.3 A flowchart is included in the accompanying guidance note for staff to help determine when a contract should be considered for the inclusion of social clauses.

## 8 WHAT TYPES OF CLAUSES ARE APPROPRIATE?

- 8.1 There are constraints around the inclusion of social clauses in public contracts. These derive from EU procurement law. For example, it is not permissible to include in a public contract a clause obligating a contractor to employ only local labour. Nor is it permissible to confine the opportunity to bid for Council contracts to only local firms. ***When specifying the contract, officers should always be mindful of their***

**other legal obligations for example, ensuring that there is not unlawful direct or indirect discrimination against any particular section of the community.<sup>4</sup>**

8.2 Some key points to remember are set out below:

- Don't include clauses that exclude non-local firms or labour as this is illegal under current European legislation. Instead, think of ways that you can encourage local firms and labour to apply for our contracts;
- **Don't think of Social clauses as directly creating jobs (the overall contract is responsible for creating work and hence employment) but rather as a way of encouraging underrepresented groups to apply for job opportunities.**
- Do think about the use of social clauses early on and what the procurement process can achieve. You should try to weave social considerations into the investment decision, business case and procurement notices;
- Do calibrate the clauses to the contract - **for example, there is generally no point in including employment-related clauses in contracts for the procurement of goods;**
- Do refer to the accompanying guidance, the example clauses included in Appendix 2 and the Benefits Realisation model in Appendix 3 to identify clauses that may be appropriate;
- **Do refer to the Equality Screening of this policy, which is contained in the Appendix, to gain a better understanding of how clauses could help underrepresented groups and consider equality screening your procurement contract;**
- Don't randomly employ social clauses in contracts unsuited to their inclusion, **social clauses need to be practical and realistic;**
- Do get the message out to suppliers that sustainable procurement is important to the Council - there will be better buy-in from suppliers who will come to see the inclusion of social clauses in Council contracts as a matter of course;
- Don't include social clauses in the evaluation criteria, when included they should be a non-optional part of the specification;<sup>5</sup>
- **Do ensure a level playing field for contractors bidding for contracts that include social clauses.**
- Do seek further advice if you have any queries about the use of social clauses. **In particular, talk to the Equality Unit and the Economic Development Unit about employability, apprenticeships and training clauses, and the Environmental Health team about environmental**

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<sup>4</sup> See page 82 of the Equality Commission guidance and, more generally, Section 75 of the Northern Ireland Act 1998 and Article 75(1) of the Fair Employment and Treatment (NI) Order.

<sup>5</sup> Once the Council has gained more experience in the use of social clauses, it will review this decision and clauses may become part of the assessment criteria.

**clauses. They will be able to arrange further support for example from DEL for employability clauses.**

**Also remember that the process must not become a box ticking exercise and should focus on outcomes. Social clauses need to be administratively efficient. It costs money to provide social and community benefits. This should be recognised.**

## 9 WHEN SHOULD THE POLICY BE CONSIDERED?

9.1 The consideration of the opportunities for including social clauses in contracts must become embedded within the Council's purchasing process. A determination of what social benefits can be derived from a particular contract should be as much a part of the procurement process as drafting the specification.

9.2 In order to successfully secure social benefit through the commissioning and procurement process, social benefit needs to be thought about as early as possible in the process. Ideally it should form part of the decision to invest. There needs to be real internal buy-in from key stakeholders within the Council to driving additional social value out of the procurement process.

9.3 In short, this policy should be considered every time a decision is made to spend money on the procurement of goods, services or works. As a minimum, contracts with a minimum labour value of £250,000 and contract duration of at least 6 months are to be screened for the inclusion of social clauses, in line with the guidance produced by the Construction Industry Forum for Northern Ireland (CIFNI). **Where appropriate, multiple contracts should be considered in terms of the totality of their combined value.**

## 10 MONITORING SOCIAL CLAUSES

10.1 To ensure the use of social clauses is effective and delivering the desired outcomes, clauses need to be monitored and reported. Monitoring needs to be appropriate to the size of the contract and the type of social clause. Consideration needs to be given to how non-compliance will be addressed. Further details are included in the accompanying guidance for officers. The results will be reported through the Council's existing performance management framework.

10.2 **The non-delivery of social clauses should be considered a breach of contract. The officer responsible for the contract should first aim to manage the delivery of social clauses in the same way that they manage all other contract requirements. That is, the contract should be managed so that it delivers the agreed outputs. If a breach in contract does occur, then the officer managing the contract must seek advice from the Council's Legal experts as soon as possible.<sup>6</sup>**

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<sup>6</sup> **The best approach to dealing with the non-delivery of social clauses is still being developed (April 2015). Officers should continue to work with the Council's legal experts and monitor best practice to find the best approach to dealing with non-compliance.**

## Example Social Clauses<sup>7</sup>

This list will be amended and added to as the Council increases its experience in the use of social clauses and in light of any reviews and updates by Central Procurement Directorate (CPD), the Strategic Investment Board and the Construction Industry Forum for Northern Ireland (CIFNI).

### Economic Requirements

- The *Contractor* lists and publicises opportunities available within the supply chain on the *Contractor's* web-site and/or where appropriate, in the local press **and/or through appropriate industry bodies such as the CEF, CBI and IOD.**
- Within four weeks of the commencement of the contract the *Contractor* notifies the Project Manager of the sub contract and supply chain opportunities, the expected timescale for opportunities and the minimum eligibility requirements suppliers will be required to fulfil.
- The *Contractor* is required to participate in at least one supplier information day, to be facilitated by Belfast City Council. Events will be developed in consultation with The *Contractor* however participation is likely to include a presentation on upcoming opportunities and one to one engagement with attendees. Events will be specifically targeted towards small businesses, social enterprises, **voluntary and community organisations.**
- The *Contractor* supplies the *Project Manager* with details and web links to information published on the *Contractor's* Website for inclusion in the ISNI tracking Database.
- The *Contractor* complies with the Code of Practice for Government Construction Clients and their Supply Chains. See [Code Of Practice For Government Construction Clients And Their Supply Chains](#)
- The *Employer* requires the *Contractor* and the supply chain sign an agreement with the *Employer* to meet the Fair Payment commitments set out in the 'Fair Payment' Charter. (See Appendix A of the [Code of Practice for Government Construction Practice.](#)) The *Contractor* will also comply, as part of the Charter agreement, with the following supply chain practice requirements:-
  - Payment to supply chain to be a standing item on the agenda for project meetings;
  - To provide the *Project Manager* with contact details for all supply chain members;
  - To provide a report to the *Project Manager* on payments made to these supply chain members at each project meeting; and
  - Any sub-contracts entered into by the Contractor for the completion of this contract shall include a requirement that, on the request of the *Project Manager*, the sub-contractor will report to the *Project Manager* on the moneys due to, and the payments received by the subcontractor from the *Contractor*. The report shall include an explanation for any moneys withheld by the *Contractor*. The content and format of the report shall be agreed in advance with the *Project Manager*.
- The *Project Manager* will carry out periodic checks with subcontractors on the payment performance of the *Contractor*.

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<sup>7</sup> For more information, see "Proposal for promoting equality and sustainable development by sustainable procurement in construction - Sustainability requirements, guidance & model contract clauses" by the CIFNI - sustainability task group (September 2012).



- The *Contractor* procures the *works* to achieve the Best Value for Money for the *Employer* representing the optimum combination of Price and Quality (or fitness and purpose) over the lifecycle of the *works* while contributing to the wider Government objectives on Economic, Social and Environmental Sustainability. The *Contractor* uses Whole Life Value studies and Whole Life Costing techniques and methods to support the decision making process to achieve of Best value for Money.
- The *Contractor* provides access to accounts (as part of the open book process) to allow timeliness of payments to subcontractors and suppliers to be verified.

### Social Requirements

- A) The *Contractor* submits an Employment Plan<sup>8</sup> to the *Employer* within four weeks of the *starting date* setting out the *Contractor's* plans, procedures and programme for providing opportunities for the unemployed, apprentices, students and trainees as set out in the Works Information. In particular, this will show how the Contactor will ensure opportunities are adequately communicated to disadvantaged and underrepresented groups such as the long term unemployed, young people, women, people who have a disability, or minority ethnics, so that they are positively encouraged to apply.
- B) The *Contractor* will be required to liaise with Belfast City Council, DEL and/or any organisations identified by Council to agree the approach for the communication and promotion of employment, student, placement and apprenticeship opportunities provided through this contract. Promotion of these opportunities will be delivered in association with Belfast City Council, DEL and/or any organisations identified by Council to ensure that appropriate channels (***jobcentreonline as a minimum***) are used to reach the disadvantaged and underrepresented groups.
- C) In discussion with BCC and DEL (See B) above), the contractor may need to provide capacity building opportunities for the disadvantaged and underrepresented groups. For example, recruitment workshops and events targeted at these groups. Where possible locations ***and times*** that are accessible, neutral or shared spaces will be used for these activities. ***It is expected that expert advice will be sought to ensure these workshops are accessibility.***
- For appropriate contracts, actively involve service users at an early stage in the design, delivery and evaluation of services that are delivered to the public.

### Opportunities for the Unemployed<sup>9</sup>

(Figures will be calculated based on labour value of the contract – every £250k of labour value equates to 13 employment weeks.)

- The *Contractor* either directly or through its supply chain provides XXXXX paid employment weeks for the long term unemployed (defined as those who have been unemployed for 12 months or more). The Contractor is required to liaise with Belfast City Council, DEL and/or any organisations identified by Council to promote employment and apprenticeship opportunities provided through this contract.
- The Contractor must ensure that the employment opportunities provide meaningful work experience, development and marketable skills which will enhance the person's skill set for continued and future employment. It is the ambition of the Employer that employment opportunities should be sustainable, where possible.

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<sup>8</sup> Where possible, this should be made a requirement of the tender process. E.G. to be considered for the tender, the contractor must outline their recruitment plan.

<sup>9</sup> ***Ensure that the assessment of contract labour values are accurate and note that clarity may be required on employment related clauses where an employer is making redundancies.***

- In the event than an unemployed participant commences the employment but withdraws or is removed before completing the employment opportunity, the Contractor arranges for a replacement unless the completion date of the contract is within two months.
- The *Contractor* provides:- An update at monthly intervals on the number of participant weeks delivered within the *Contractor's* Sustainability Project Report using Table A of *Contractors' Sustainability Project Report*.
- The Contractor will recruit a minimum of [xx%] of its new recruits required to deliver this contract from among the long term unemployed.

### **Apprentices**

- Five percent (5%) of the *Contractor's* workforce (if the *Contractor* has 20 or more employees) are employed on formally recognised paid apprenticeships.
- Five percent (5%) of the workforce of each first tier Subcontractor (with 20 or more employees) are employed on formally recognised paid apprenticeships.
- A paid apprenticeship is one that is recognised within the DEL ApprenticeshipsNI programme e.g. [Level 2 framework apprentices](#) or [Level 3 framework apprentices](#) or a similar scheme.
- The *Contractor* provides:-
  - Within four weeks of the *starting date*, a list of apprentices using Table B within the *Contractor's* Sustainability Project Report; and
  - Within four weeks of the *starting date*, evidence (e.g. PAYE printout) of the number of people employed by the *Contractor* and each first tier Subcontractor (with 20 or more employees) and records the data using Table B within the *Contractor's* Sustainability Project Report.
  - an update at monthly intervals on the number of apprentices and individuals employed by the *Contractor* and each first tier Subcontractor (with 20 or more employees) using Table B within the *Contractor's* Sustainability Project Report.
- If at any time before the Completion Date the proportion of apprentices drops below the five percent (5%) requirement the *Contractor* submits to the Project Manager an apprentice recruitment plan and implements this plan promptly to ensure that the requirement set out in the Works Information is achieved.
- The Contractor must ensure that the employment opportunities provide meaningful work providing experience, development and marketable skills which will enhance the person's skill set for continued and future employment. It is the ambition of the Employer that employment opportunities should be sustainable, where possible.

### **Student Work Placements**

(Figures will be calculated on labour value, between £2-5million – 40 student placement weeks, £5 million plus 80 student placement weeks.)

- The *Contractor* provides XXXX person weeks of paid placement opportunities for students on a University or College of Further and Higher course.
- In the event than a student commences the employment opportunity but withdraws or is removed before completing the required number of weeks, the Contractor arranges for a replacement participant unless the completion date of the contract is within two months.
- The Contractor must ensure that the employment opportunities provide meaningful work providing experience, development and marketable skills which will enhance the person's skill set for continued and future employment. It is the ambition of the Employer that employment opportunities should be sustainable, where possible.

- The *Contractor* provides at monthly intervals, an update on the number of student weeks actually delivered using Table C within the *Contractor's* Sustainability Project Report.

### **Trainees**

(Figures will be calculated based on labour value, every £500k of labour value equates to 8 TFS weeks.)

- The *Contractor* either directly, or through its supply chain, provides XXXXX person weeks of work placement for Training for Success (TFS) trainees (*or similar*) through the Department for Employment and Learning (DEL) contracted training suppliers or equivalent.
- The *Contractor* is required to liaise with Belfast City Council, DEL and/or any organisations identified by Council to promote placement opportunities and to arrange TFS placements.
- In the event that a TFS trainee commences the work placement, but withdraws or is removed from the placement before the required number of weeks has been completed, the *Contractor* arranges for a replacement TFS trainee unless the total number of person-week placements yet to be delivered under the contract is less than 2 weeks.
- The *Contractor* provides the TFS trainee in conjunction with their training supplier with relevant work experience, training and development which will enhance their opportunities for future employment.
- The *Contractor* provides an update at monthly intervals on the number of TFS participant weeks actually delivered using Table D within the *Contractor's* Sustainability Project Report.

### **Essential Skills**

- The *Contractor* and supply chain will provide opportunities for all employees to develop essential skills through, for example, the promotion of the DEL Essential Skills Programme.

### **Equality of Opportunity<sup>10</sup>**

To promote equality in the workplace.

- The *Contractor* shall comply with Section 75 of the Northern Ireland Act 1998 and all applicable fair employment, equality of treatment and anti-discrimination legislation, including in particular, the Employment (Northern Ireland) Order 2002, the Fair Employment and Treatment (Northern Ireland) Order 1998, the Sex Discrimination (Northern Ireland) Order 1976 and 1988, the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003, the Equal Pay Act (Northern Ireland) 1970, the Disability Discrimination Act 1995, Disability Discrimination (NI) Order 2006, the Race Relations (Northern Ireland) Order 1997, the Employment Relations (Northern Ireland) Order 1999, and the Employment Rights (Northern Ireland) Order 1996; and shall **use his best endeavours to** ensure that in his employment policies and practices and in the delivery of the services required of the *Contractor* under this agreement he has due regard to the need to promote equality of treatment and opportunity between:
  - persons of different religious beliefs or political opinions;
  - men and women or married and unmarried persons;

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<sup>10</sup> These clauses should be considered compulsory in any contracts where social clauses are used. If they cannot be included, the reasons must be highlighted and explained in the tender approval committee paper.

- persons with and without dependants (including women who are pregnant or on maternity leave and man on paternity leave);
  - persons of different racial groups (within the meaning of the Race Relations Northern Ireland) Order 1997);
  - persons with and without a disability (within the meaning of the Disability Discrimination Act 1995 and the Disability Discrimination (NI) Order 2006) including the need to make reasonable adjustments during the recruitment process and in employment;
  - persons of different ages; and
  - persons of differing sexual orientation.
- The *Contractor is required to* ensure the observance of the provisions of the above clause by all servants, agents, employees, consultants and sub-contractors of the *Contractor*.
  - The contractor will support schemes to promote equality in the industry such as “Women in Construction NI” [http://www.citbni.org.uk/Women-in-Construction-\(1\).aspx](http://www.citbni.org.uk/Women-in-Construction-(1).aspx) or other relevant programme.
  - The *Contractor* will be required to liaise with Belfast City Council, and/or any organisations identified by Council to agree the approach to meet the equality of opportunity requirements. ***Within 4 weeks of appointment the Contractor will provide an Equality Action Plan setting out how they will address equality related matters. The detail of this action plan will be scalable depending on the size of the contract and based on advice from Council staff. For example smaller contracts will require a written acknowledgement and pledge to deliver the commitments in the Council’s Equality Scheme. Larger contracts will require an Equality Assessment and action plan to address the results of the assessment in accordance with protocol agreed with the council.***
  - The *Contractor* provides:- An update at monthly intervals that meets the section 75 requirements for equality, good relations and disability monitoring.

### **Good relations**

- Promoting equality and good relations are key to improving the quality of life for everyone in the city. We want to make sure that fairness, equality and respect are at the heart of everything we do. These values are central to all of our activities. In Northern Ireland, divisions still exist between different parts of the community. Many of our citizens continue to live parallel lives, with some communities still separated by physical barriers. Building relationships across communities is central to good relations, with work continuing to create a better future for people within these neighbourhoods. In recent years, we’ve welcomed new people from other countries who have made Belfast their home. This diversity has enriched our culture and contributed to our prosperity. The Contractor must ensure that the work site and other activities, such as recruitment events, are conducted in a manner that is respectful and welcoming to all members of our community and so helps to promote good relations. Neutral or shared spaces should be used where possible.
- The *Contractor* will be required to liaise with Belfast City Council, and/or any organisations identified by Council to agree the approach to meet the good relations requirements.

### **Respect for People**

To promote Respect for People.

- The *Contractor* and supply chain agree to comply with the requirements of the 'Respect for People (RfP) – Code of Good Working Health and Safety Practices' incorporating the 'Code of practice for Industrial Relations and Health and Safety'. Compliance with this Code will include payment of operatives in accordance with the industry Working Rules Agreements For link see:- <http://www.strategicforum.org.uk/pdf/codeofpractice.pdf>
- The *Contractor* will calculate the Constructing Excellence Key Performance Indicators on Respect for People and report the KPIs to the *Employer*

### **Health & Safety - BuildSafe-NI**

To promote best practice in Health and Safety.

- The requirements are contained within Works Information Volume 3B - “Safety, Health and Welfare”

### **Waste Minimisation and Management**

- The Contractor is required to implement where possible cost-effective methods of good practice waste minimisation during the design of the project and thereafter during construction. As a minimum, the Contractor should:
  - Identify appropriate methods of waste minimisation in design before detailed design commences and report to the Project Manager on the economic and practical implications of adopting these methods during the development of the design.
  - Agree with the Project Manager which methods of waste minimisation to implement at the appropriate design stage and demonstrate how the methods have been incorporated into the design.
  - Include a list of measures within the Site Waste Management Plan to minimise waste from on-site operations (for example, damage, theft etc) and demonstrate how these measures have been implemented.
  - The Site Waste Management Plan is to be implemented in all construction site activities in line with good practice published by Waste & Resources Action Programme (WRAP). The Plan is required to set a target for waste reduction and recovery. It is expected that this target will be set to better the current waste bench mark for project type as published in: [www.smartwaste.co.uk/benchmarking.jsp](http://www.smartwaste.co.uk/benchmarking.jsp) unless otherwise agreed with the Employer.
- The Contractor is also required to meet specified minimum waste recovery rates for the waste streams with the largest cost-effective recovery potential (to be known as 'selected Quick Wins'). The Contractor is required to identify and agree with the Project Manager/Employer's Agent the key opportunities for Quick Wins on the project and set minimum recovery rates to be achieved. Specifically, the Contractor's responsibility (in association with his trade sub-Contractors and waste management Contractors where appropriate) shall be to:-
  - Identify, and continually review as the pre-construction design develops, the waste streams with the largest potential and estimate likely recovery rates to be adopted for the project: Agree with the Project Manager/Employer's Agent before the commencement of construction those waste streams that will provide the most significant opportunities for cost-effective recovery (to be known as 'selected Quick Wins') and the minimum recovery rates to be adopted for the project;
  - Meet the agreed minimum recovery rates for the selected Quick Wins unless otherwise agreed in writing by the Client:

- Measure waste arising during the works and compare with the minimum recovery rates set for the project and then report these findings to the Project Manager (in a form to be agreed) every four weeks at project meetings including the measures to be implemented to meet the minimum recovery rates if actual recovery is below target; and
  - Appoint trade sub-contractors and waste management Contractors with the same liability as under the Employer's Requirements to meet minimum recovery rates (where applicable) and to support the Contractor to measure, monitor and report actual waste during the works.
- To assist the effective delivery of the above requirements, the Contractor should develop and implement a Site Waste Management Plan (SWMP) to achieve good practice waste management on the project. Specific Contractor responsibilities will be to:-
  - Provide and agree a methodology with the Project Manager before detailed design commences regarding how the SWMP will be developed and implemented with specific reference to the constraints of the project, the management of these constraints, their supply chain, programme of key steps and reviewing performance. This should take into account good practice guidance published by WRAP and other organisations.
  - Develop the SWMP as the design progresses in accordance with the agreed methodology for completion prior to construction commencing. A copy of the completed SWMP should be provided to the Employer's Agent prior to construction commencing;
  - Implement the SWMP during construction in accordance with the agreed methodology; and
  - Ensure compliance of all appointed trade sub-contractors and waste management Contractors with the legal requirements under the Duty of Care regulations and take all reasonable actions as appropriate for non-compliance.
- For some approved uses of Greenfield soil as outlined in NIEA's Regulatory Position Statement 'Guidance on the Regulation of Greenfield Soil in Construction and Development' such as road and verge construction, landscaping and sustainable drainage systems, waste controls may not be applied. However, in order to benefit from the regulatory position, the producer or receiver of the soil must:-
  - Complete and sign the declaration form at Appendix 2 of the Regulatory Position Statement or
  - Submit a declaration form on line at [www.ni-environment.gov.uk/apply\\_online.htm](http://www.ni-environment.gov.uk/apply_online.htm)

### **Recycling and Reuse of Construction Materials**

- As a minimum outcome, at least 10% [or as otherwise stated in A06/210] of the total value of materials used in the construction project derives from recycled and re-used content in the products and materials selected. (\* see below) The Contractor must also demonstrate that the most cost effective cost-neutral opportunities to increase the value of materials deriving from recycled and re-used content (i.e. the relevant Quick Wins) have been identified and implemented, and that targeted improvements made in the total recycled content above "baseline practice" for the project have been quantified.
- Tools and resources for evaluating recycled content and identifying Quick Wins with minimum effort are available from [www.wrap.org.uk/construction](http://www.wrap.org.uk/construction)
- Wherever technically and commercially feasible, the Contractor's specification should require the use of products with recycled content that equals or exceeds the 'good' practice performance for that component.

- Where the Contractor considers that the use of materials with higher recycled content for identified Quick Wins may be unachievable or that there is an additional cost in meeting this level, the Contractor must contact the Project Manager during the design development period with supporting information which states:-
  - Identified Quick Wins (e.g. as indicated by the WRAP tools)
  - The reasons for selecting not all of the identified Quick Wins or for pursuing levels of recycled content value below "good practice" for the identified Quick Wins, identifying cost, programme and / or quality issues resulting in this decision.
- The Contractor must identify the minimum value for the recycled content in each of the selected Quick Wins. The Contractor must ensure that all corresponding materials achieve the required recycled content value, and retain evidence of their use through the collation of invoices and manufacturers' data. This information is to be made available to the Project Manager within five working days upon request.
- At the end of the project, the Contractor must report to the Sustainability Auditor (or Project Manager, if designated) the improvement made in the total recycled content above "baseline practice" for the project and the estimated outcome for total recycled content by value.
- The value of materials deriving from recycled content on a project may be calculated using the following summation across all the products and materials used: (quantity of product A) x (cost of product A) x (% recycled content by mass of product A).

\*Recycled content is the proportion, by mass, of recycled materials in a product, excluding waste material (such as process scrap) reutilised within the same process that generated it - see ISO14021 for a formal definition. Where a product or material is reused (e.g. is removed and replaced or moved to another location), then it is credited at 100% reused content by value. The cost of a product is the unit delivered price for the materials, excluding installation costs.

- The Contractor is to calculate and report the recycled content as an environmental Key Performance Indicator.

### **Environmental Assessment**

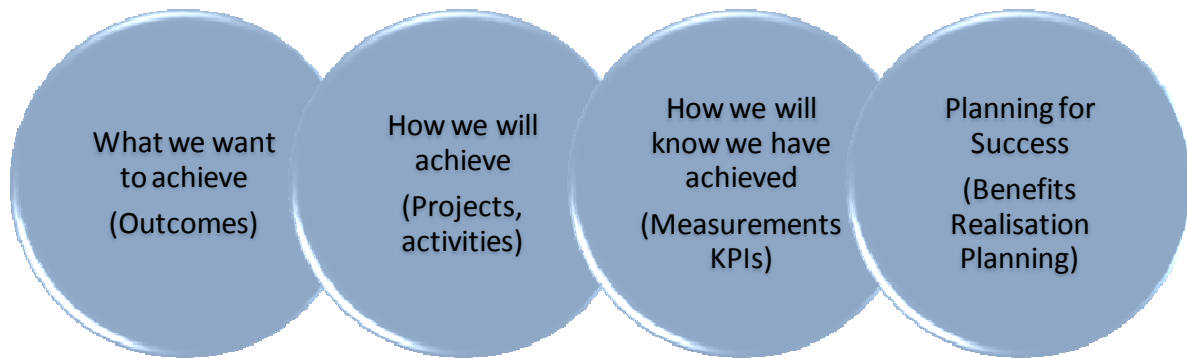
- The Contractor and supply chain shall work to achieve a CEEQUAL or BREEAM rating of "Excellent" and "Very Good", or equivalent, for new build and refurbishment projects, respectively.
- The Contractor is to Construct the works in accordance with the BREEAM rating achieved during the Design Stage and obtain from the BREEAM assessor/authority a certificate certifying the works, as built, comply with the design intent and BREEAM Rating achieved at Design Stage.

### **Reduction in Energy, Water Consumption and Carbon Emissions**

- The Contractor is to comply (where applicable) with the minimum mandatory specifications and if possible with the best practice specifications of Defra's 'Government's Buying Standards'. See: <http://www.defra.gov.uk/sustainable/government/advice/public/buying/products/index.htm>

# Benefits Realisation Model

When specifying clauses in contracts, you might find the Benefits Realisation Model, as used by Property and Projects (P&P), will help. Contact the P&P Strategic Programme Manager for more information. An overview of the approach is shown below.



## 1 Identify benefits to provide arguments for investments

- Manage demand on limited budgets
- Focus on high impact and high priority benefits to maximise use of resources
- Deliver service improvements - not just buildings/policies/IT systems
- Think wider than cash savings: time release, staff motivation, customer satisfaction, community wellbeing

## 2 Plan realisation through joined up working

- Align delivery with business needs and priorities
- Identify changes supporting benefits realisation
- Eliminate silos between departments and teams
- Shared responsibility across government/Statutory, Community and Voluntary sectors.
- Avoid duplication of work
- Appoint Benefits Owner(s) to ensure benefits are delivered, monitored and measured

## 5 Evaluate to demonstrate success

- Know that you have achieved what you set out to do
- Measure impact to determine what is worth the effort and what isn't, now and in future projects
- Share lessons learned
- Share success

## 4 Review progress

- Monitor progress against benefits baselined before change started
- Identify where benefits are not being realised and take remedial actions
- Update benefits strategy and outline benefit realisation plan included in business case

## 3 Execute plans

- Facilitate and manage change
- Keep stakeholders involved
- Provide training and education
- Communicate, communicate, communicate





# **Equality Screening**

To be attached once the required Equality Rescreening process has been completed.