

# LONDON BOROUGH OF CROYDON

<b>REPORT:</b>	<b>CABINET</b>	
<b>DATE OF DECISION</b>	<b>22 February 2023</b>	
<b>REPORT TITLE:</b>	<b>INFORMATION, ADVICE &amp; GUIDANCE CONTRACT</b>	
<b>CORPORATE DIRECTOR:</b>	<b>Elaine Jackson, Interim Assistant Chief Executive</b>	
<b>LEAD OFFICER:</b>	<b>Gavin Handford</b>  <b>Email: <a href="mailto:Gavin.handford@croydon.gov.uk">Gavin.handford@croydon.gov.uk</a></b> <b>Telephone: 020 8726 6000 (ext. 22605)</b>	
<b>LEAD MEMBER:</b>	<b>CLLR ANDREW STRANACK, CABINET MEMBER FOR COMMUNITIES &amp; CULTURE</b>	
<b>KEY DECISION?</b>	<b>Yes</b>  Ref: 0323EM	<b>REASON:</b> Decision incurs expenditure, or makes savings, of more than £1,000,000 or such smaller sum which the decision-taker considers is significant having regard to the Council's budget for the service or function to which the decision relates]
<b>CONTAINS EXEMPT INFORMATION?</b>	<b>No</b>	<b>Public</b>
<b>WARDS AFFECTED:</b>	<b>All</b>	

## 1 SUMMARY OF REPORT

- 1.1 This report seeks approval to vary and extend an existing contract that is currently in place to provide information, advice & guidance to residents within Croydon for an additional period of up to 12 months from 1<sup>st</sup> April 2023 – 31<sup>st</sup> March 2024.
- 1.2 The contract was awarded to Citizens Advice Croydon at a value of £333,000 per annum, with an original term of 3 years from 1 April 2020 to 31 March 2023. This extension is at the reduced cost of £325,000 per annum, giving a new total aggregated contract value of £1,324,000.00.
- 1.3 The budget available is £325,000. This is 100% funded from Public Health grant.
- 1.4 The process set out in this report reflects the new relationship being developed between the Council and Voluntary, Community and Faith sector including a commitment to greater codesign of services in future.

## 2 RECOMMENDATIONS

For the reasons set out in the report, the Executive Mayor in Cabinet is recommended:

- 2.1 to approve an extension and variation to the existing information, advice & guidance contract awarded to Citizens Advice Croydon, as set out within this report in order to maintain continued provision whilst a full and compliant procurement exercise is completed. The proposed extension is for a maximum period of up to 12 months at a cost of £325,000.

## 3 REASONS FOR RECOMMENDATIONS

- 3.1 The recommendations will ensure that residents continue to have access to information, advice and guidance services, with a particular focus on income, debt and housing, which have a significant impact on mental health

## 4 BACKGROUND AND DETAILS

### Current position

- 4.1 The Council commissioned Citizens Advice Croydon to provide an information, advice & guidance contract for residents in Croydon. The commissioning process was undertaken as part of the Community Fund.
- 4.2 A contract was awarded for a three-year period, running from 1 April 2020 to 31 March 2023, with a total contract value of £999,000.
- 4.3 The Community Fund contracts are ending as planned on 31 March 2023. Although these contracts are coming to an end, the Council has committed to commission key services and support voluntary, community and faith sector organisations to submit tenders. Performance against this contract is summarised below.
- 4.4 In October 2022, five organisations accredited to provide legal advice services in Croydon (Citizens Advice Croydon, Mind in Croydon, Croydon Age UK, Croydon Drop In and South West London Law Centres) wrote to the Mayor to promote a model of a more integrated, borough wide advice offer. This highlighted the importance of information and advice as a fundamental foundation of a *whole population* approach to:
  - improving the health and wellbeing of Croydon's residents
  - tackling poverty and injustice
  - addressing inequalities
  - developing active citizenship
  - supporting stronger and safer communities
  - empowering individuals and creating resilience
- 4.5 In addition, it is recognised that there have been significant economic impacts since the existing contract began. In addition to the economic shock of the Covid pandemic, the global economy has seen significant shocks with a resulting increase in cost-of-living across all areas.
- 4.6 The five organisations have previously proposed an integrated model of delivery to ensure that people needing advice get to the right service quickly. They also highlighted an ambition to develop premises sharing options and shared volunteering, training or cost reduction opportunities.
- 4.7 There is, therefore, significant interest from the local sector to improve the information, advice and guidance.

**4.8** Public health funding has been allocated for 2023/24 – 2025/26 to commission a new information, advice & guidance contract. This contract will have a particular focus on mental health and wellbeing outcomes, recognising the impact that debt, unemployment and homelessness has on individuals and households.

#### **Current supplier performance**

**4.9** Citizens Advice Croydon have delivered an information, advice and guidance contract on behalf of the Council since 1 April 2020 under the current contract. There have been similar contracts in place for many years, confirming Citizens Advice Croydon as a very established provider.

**4.10** Performance against the contract has been satisfactory across the contract. There were challenges in receiving performance reports in a timely manner, but this has improved. The performance data is attached in appendix A to this report.

**4.11** In 2021/22, the provider reported the following:

- Helped around 5,000 residents across email, telephone and limited face to face services;
- Resolved 26,278 advice problems; and
- Delivered £7.3m in benefits to individuals (i.e. new/improved welfare benefit claims, grant aid, fuel vouchers and other financial gains)

**4.12** In response to the Covid pandemic, and some ongoing maintenance issues, the office location in Portland Road was closed. Citizens Advice Croydon have expanded their telephony support and volunteer advisors can operate from any location (currently this is usually their homes).

**4.13** The provider has reported a significant increase in demand over the period of the contract.

**4.14** It is recognised that the KPIs within the existing contract need to be reviewed, and that they may not provide sufficient detail. It is also recognised that KPIs will need to change to reflect the public health outcomes required going forward.

#### **Proposed commissioning process**

**4.15** The existing contract is due to end on 31 March 2023. Public Health funding was confirmed in December 2022. However, this does not provide sufficient time to undertake a market engagement exercise and competitive tender process.

**4.16** Therefore a two-phase approach is proposed.

#### **Phase one: interim information, advice & guidance service**

**4.17** It is proposed that a contract variation be made to enable an information, advice & guidance service to continue from 1 April.

**4.18** The variation would include new/amended KPIs, with a focus on informing the public health logic model that will be the framework for measuring impact of the service. The proposed KPIs are attached as Appendix B and have been developed jointly between the Council and Citizen Advice Croydon.

**4.19** The contract would be varied to run for up to 12 months from 1 April 2023 until 31 March 2024. However, the contract variation would also include a 'no fault' break clause exercisable by the Council with three months' notice.

## Phase two: competitive tender process

- 4.20** Following the variation contract being confirmed, it is proposed that a market engagement exercise be undertaken to inform a competitive tender process for a new contract.
- 4.21** The market engagement would be undertaken, working with the five organisations accredited to provide legal advice services in Croydon (Citizens Advice Croydon, Mind in Croydon, Croydon Age UK, Croydon Drop In and South West London Law Centres). There will also be an invitation for other organisations to join this process.
- 4.22** This approach would align with the Mayor's Business Plan and also ensure that the information, advice & guidance service meets the needs of all residents, and is integrated in to wider services provided across the Council and Health, as well as other key partners in Croydon.
- 4.23** It is proposed that the market engagement process include:
- Focusing delivery against the public health funding requirements
  - Integration of information, advice & guidance services across Croydon, as well as integration with other services as appropriate
  - Consideration of the delivery channels: face to face, telephony and online
  - Consideration for colocation within community and service hubs
- 4.24** This list is not exhaustive and will be developed as part of the market engagement process.
- 4.25** Following the market engagement process, Officers will develop the tender documentation and service specification for a competitive tender process. This will be informed by the market engagement.
- 4.26** The estimated timetable for this phase two process is:

March-April	Market engagement sessions with <i>at least</i> 5 Info, advice and guidance organisations regarding future service
April-May	Develop service specification and tender documents
May	Draft report to Procurement Board
June	Procurement Board review report, agree commissioning strategy
June	Tender documents finalised
July	Tender opens
August-September	Tender closes
October	Review bids
October	Award contract
October	Issue break clause notification

October-December	Decommissioning / start up phases
January 2024	New service commences

## 5 ALTERNATIVE OPTIONS CONSIDERED

- 5.1 The following alternative options have been considered but are not recommended.
- 5.2 Do nothing: the Council could allow the existing contract to end and not commission another information, advice & guidance contract. This would likely have a significant impact on some of the most vulnerable residents in Croydon at a time when economic conditions and cost of living increases are
- 5.3 Vary the existing contract only, without a competitive tender process: this is not recommended. The value of the contract over a three-year period is significant and to ensure value for money a competitive tender is recommended.
- 5.4 No contract variation and proceed to a competitive tender process: This is not considered viable within the timeframes available. It would therefore be likely to lead to the cessation of the existing service, with no alternatives in place, prior to a new contract award.

## 6 CONSULTATION

- 6.1 Between November 2022 and January 2023 the Cabinet Member for Communities & Culture offered 121 meetings with a range of voluntary sector organisations. Similarly, the Mayor has met with a range of voluntary, community & faith sector organisations over recent months.
- 6.2 Public Health have undertaken an initial needs assessment. This recognised that demand for information, advice & guidance comes from a wide range of people. In thinking about the key areas of income poverty and housing, the following initial needs have been identified:

Income poverty	Housing
<ul style="list-style-type: none"> <li>• 32,000 low-income households in Croydon, of these 87% coping</li> <li>• 17,000 households below the poverty line, of these 64% coping</li> <li>• 3,000 Households with a cash shortfall <ul style="list-style-type: none"> <li>• 80% are lone parents;</li> <li>• 30% have a disability,</li> <li>• 10% in work</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Domestic abuse</li> <li>• Rough sleepers</li> <li>• Disability – 11,345 households</li> <li>• Private rented – 11,826 households</li> <li>• 2,240 in temporary accommodation</li> </ul>

<ul style="list-style-type: none"> <li>• 77% at risk and 23% in crisis</li> <li>• Lone parents households – 8,830</li> <li>• No recourse to public funds</li> <li>• Care leavers</li> <li>• Large families</li> </ul>	
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**6.3** The needs assessment and logic model will be developed further from data collected in phase one and through the market engagement process.

## **7. CONTRIBUTION TO COUNCIL PRIORITIES**

**7.1** The proposals within the report meet a number of the priorities within the Mayor's Business Plan.

**7.2** The Council balances its books, listens to residents and delivers sustainable services (strengthen collaboration and joint working with partner organisations and the voluntary, community and faith sector):

**7.3** People can lead healthier and independent lives for longer (work closely with health services and the voluntary, community and faith sector to improve resident health and reduce health inequalities):

## **8. IMPLICATIONS**

### **8.1 FINANCIAL IMPLICATIONS**

**8.1.1** The proposals within this report are to be entirely funded by Public Health funding. There are no general fund revenue implications.

**8.1.2** However, without these proposals it is likely that residents facing financial challenges, debt or homelessness may be more likely to present at the Council and require support. Therefore, although not a cashable saving, the proposals within this report are likely to support cost avoidance in the future.

**8.1.3** Details of the Public Health funding is set out in the table below. The net effect of the decision from the report is nil.

		Medium Term Financial Strategy – 3-year forecast		
		2023/24	2024/25	2025/26
		£'000	£'000	
<b>Revenue Available</b>	<b>Budget</b>	325	0	0
Expenditure Income – Public Health Grant		(325)	0	0
<b>Effect of decision from report</b>		0	0	0

**8.1.4** Comments approved by Lesley Shields, Head of Finance for Assistant Chief Executive and Resources, on behalf of the Director of Finance. (Date 06/02/2023).

## **8.2 LEGAL IMPLICATIONS**

**8.2.1** The Council may enter into contracts under the general power of competence (Localism Act 2011).

**8.2.2** The Executive Mayor has the power to exercise executive functions pursuant to s9E of the Local Government Act 2000. The Mayor has not delegated the decision making authority relating to the recommendations in this report.

**8.2.3** The Council is under a duty to comply with the Public Contracts Regulations 2015 (PCR) when entering into and amending regulated contracts. Modifications to contracts which are subject to the PCR must comply with one of the 'safe harbours' set out in Regulation 72 PCR. Appendix C summarises regulation 72 'safe harbours' and concludes that the proposed modification falls within Regulation 72(1) (e) in terms of not being a substantial modification.

**8.2.4** The Council is also under a general Duty of Best Value to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness (Section 3 of the Local Government Act 1999 (as amended by s137 of the Local Government & Public Involvement in Health Act 2007).

Approved by Kiri Bailey, Head of Commercial and Property Law, on behalf of the Director of Legal Services

## **8.3 PROCUREMENT IMPLICATIONS**

**8.3.1** The proposed two-phase approach is set out above in the report.

**8.3.2** The following risks have been identified, along with ratings and mitigations.

Key Risk	Risk Rating	Mitigation
Risk of procurement challenge as contract is being extended beyond allowed term and is above PCR 2015 Threshold.	Low	<p>This extension is being used to engage the market and run a compliant open procurement process, meaning that other providers will have an opportunity to bid for the contract going forwards.</p> <p>If the procurement is completed before the end of the 12 month timetable, notice shall be served to the current provider and the new contract can begin.</p> <p>An analysis of Regulation 72 of the PCR 2015 is provided in Appendix C to this report, and shows the proposed changes fall within regulation 72(1)(e) PCR 2015.</p>
Failure to deliver a procurement process within the timeframe of the extension.	Low	<p>Procurement advice has been sought, and a full procurement timetable will be drawn up. This extension gives adequate time to complete this procurement exercise.</p>

**8.3.3** Approved by: Contracts & Commissioning Board – Ref: PB-2223-000013-EV (10 February 2023)

## 8.4 EQUALITIES IMPLICATIONS

**8.4.1** As a public body, the Council is required to comply with the Public Sector Equality Duty [PSED], as set out in the Equality Act 2010. The PSED requires the Council to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations between different people when carrying out their activities. Failure to meet these requirements may result in the Council being exposed to costly, time consuming and reputation-damaging legal challenges.

**8.4.2** Within the contract, both phase one and phase two, the supplier will be required to capture data against the protected characteristics within the Equality Act. This will provide vital data to understand the needs of different residents, as well as identify any variation in performance.

**8.4.3** The current provider reported data that showed clients had the following demographics:

- 65% had long term ill health or disability
- 54% were from Black, Asian and minority communities
- 61% were women
- Approximately 43% of clients had income profiles of >£400 to £999 per calendar month
- Approximately 16% of clients had income profiles of >£400 to £599 per calendar month



- 8.4.4** The current providers provide a valuable service to residents of the borough in particular those in most need. This service is delivered to all communities and data is provided above in respect of some equality characteristics. However, it is essential that data is collected in respect of all protected characteristics by the suppliers in order to ensure that the suppliers are paying due regard to the Public Sector Equalities Duties. As part of the needs analysis and market engagement process, KPIs will be developed to support residents with higher needs.
- 8.4.5** There will be a competitive tendering process. A more informed EQIA which includes the additional equality characteristics will be produced at this time.
- 8.4.6** Suppliers should ensure that they meet the requirements of the Council's Equality Strategy and Croydon's Equality Strategy and the George Floyd Race Matters Pledge. Contractors are also requested to adopt Croydon's Equality and George Floyd Race Matters Pledges.
- 8.4.7** The Contract Management Framework is required to work within the framework of the Equality Strategy 2020- 2024. The deliverables in the Equalities Strategy should be incorporated into the Contract Management Framework and policy documents as detailed below:

*“Outline how the proposed contract(s) will comply with the Public Sector Equality Duty outlined in Section 4 of the EQIA; and meet the outcomes of the Council's equality strategy, particularly:*

- i. All Council contracts contribute towards delivering our equality objectives*
- ii. Council contractors are inclusive and supportive of vulnerable groups*
- iii. Ensure that every strategy, delivery plan, council contract and staff appraisal has an equality objective linked to it.*

- 8.4.8** Comments approved by Denise McCausland, Equality Programme Manager  
07/02/2023

## **9. APPENDICES**

- 9.1** A: Information, advice & guidance contract: 2022/23 performance  
B: Proposed KPIs (contract variation)  
C: PCR 2015 Compliance Analysis

## **10. BACKGROUND DOCUMENTS**

- 10.1** None

## Appendix A: Information, advice & guidance contract: 2022/23 performance

	Target	Q1	Q2	Q3	Q4	Total	RAG against target	Comments
<b>KPI 1</b>								
% of new clients, threatened with homelessness, where making a homelessness application has been prevented	<b>40%</b>	38%	32%	41%				On target
<b>KPI 2</b>								
% of new client cases seen where settled accommodation is secured - Individuals who have been supported to gain secure settled accommodation	<b>5%</b>	8%	17%	24%				On target
<b>KPI 3</b>								
% of clients whose income is raised (amount)	<b>30%</b>	48%	57%	45%				On target
<b>KPI 4</b>								
Number of clients receiving housing, welfare benefits and debt casework (casework as defined by the AQS)	<b>1000</b>	540	815	628		<b>1,983</b>		On target
<b>KPI 5</b>								
Number of clients seen per year - Total number of clients receiving advice broken down by enquiry area and access channel	<b>6,500</b>	1,356	1,338	1,295		<b>3,989</b>		Although the total clients seen has been below target, the cases have increased in complexity. As demonstrated in the issues table in the appendix, clients present with multiple issues.
<b>KPI 6</b>								
Number of community volunteers trained per year	<b>20</b>	3	1	7		11		There has been an improvement in the last quarter. The pandemic had a significant impact on volunteer

	Target	Q1	Q2	Q3	Q4	Total	RAG against target	Comments
								training. This will be retained as a KPI, with a key focus on increasing capacity.
<b>KPI 7</b>								
% of clients who felt the service was good or very good	<b>75%</b>	77%	77%					On target
<b>KPI 8</b>								
Number of clients assisted with (pro bono) legal advice - Total number of individuals receiving at least one session	<b>1500</b>	200	205	166		<b>571</b>		This particular indicator was in relation to the subcontracted service, which will not be included in the new contract
<b>KPI 9</b>								
Clients report that they would recommend the service to friends or family	<b>95%</b>	77%	78%	76%				It is accepted that the target for this indicator was set too high. The KPI and target has been reviewed.
<b>KPI 10</b>								
Clients report that they know where to find information & advice/feel better informed	<b>90%</b>	73%	77%	77%				It is accepted that the target for this indicator was set too high. The KPI and target has been reviewed.

## Issues

	Issues	Clients
Benefits & tax credits	2,758	521
Benefits Universal Credit	776	244
Charitable Support & Food Ban..	260	183
Consumer goods & services	60	32
Debt	497	182
Education	23	13
Employment	283	106
Financial services & capability	110	65
GVA & Hate Crime	8	8
Health & community care	342	152
Housing	1,215	346
Immigration & asylum	136	63
Legal	217	140
Other	23	23
Relationships & family	119	64
Tax	51	33
Travel & transport	315	179
Utilities & communications	119	59
<b>Grand Total</b>	<b>7,312</b>	

## Appendix B: Proposed KPIs (contract variation)

New number	Category	KPI	Current/ Amendment/ New	Notes
1	Services	Number of clients seen per year - Total number of clients receiving advice broken down by enquiry area and access channel	Currently collected under KPI-5	
2	Services	Number of clients receiving housing, welfare benefits and debt casework (casework as defined by the AQS)	Currently collected under KPI-4	
3	Services	Number of new clients, threatened with homelessness, where making a homeless application has been prevented	Amendment request to current KPI-1, which requests percentages instead of total numbers.	
4	Services	Number of new client cases seen where settled accommodation is secured - Individuals who have been supported to gain secure settled accommodation	Amendment request to current KPI-2, which requests percentages instead of total numbers.	
5	Services	Number of clients whose income is by 10% or more	Amendment request to current KPI-3 ("% of clients whose income	

New number	Category	KPI	Current/ Amendment/ New	Notes
			is raised (amount)"	
6	Services	Breakdown of clients whose income is raised by category of source income is raised	New	Could a new KPI be added to report a breakdown of clients with income raised by income route? Examples of categories are new benefits, employment, paid training or others.
7	Services	Number of clients who had costs lowered by category of mechanism	New	
8	Signposting	No. of clients signposted to specialist support with signposting categories – e.g. rough sleeping, no recourse to public funds, mental health, social care, substance misuse, domestic abuse, safeguarding	New	

New number	Category	KPI	Current/ Amendment/ New	Notes
9	Health and wellbeing	Health and wellbeing status at initial enquiry	New	<p>We suggest WEMWBS 14-item is collected at the initial visit for casework clients. Please note that this questionnaire is copyrighted. Although it is free of charge for non-commercial use, use must be registered at <a href="https://warwick.ac.uk/fac/sci/med/research/platform/wemwbs/using">https://warwick.ac.uk/fac/sci/med/research/platform/wemwbs/using</a></p> <p>A pdf copy of the tool can be found here: <a href="https://www.corc.uk.net/media/1537/wemwbs.pdf">https://www.corc.uk.net/media/1537/wemwbs.pdf</a></p> <p>Reporting categories suggested as <b>number</b> of participants with the following score ranges:</p> <p>[ ] 14-42 points</p> <p>[ ] 43-59 points</p> <p>[ ] 60-70 points.</p> <p>Points are calculated by adding up the scores for each question.</p>
10	Health and wellbeing	Total number of participants with 3 or more points change in WEBWBS score (with a breakdown of demographics)	New	Could this KPI be collected on a quarterly basis on a random of minimum 100 casework clients to allow an understanding of the health and wellbeing impacts of the service?
11	Training	Number of volunteers recruited and trained	Currently collected under KPI-6	
12	Quality of service	Quality of Advice RAYG rating – accuracy and appropriateness of advice	New	<p>Yellow (66-72% of clients)</p> <p>Green (73% or higher)</p> <p>Comparable against network and family group</p>

<b>New number</b>	<b>Category</b>	<b>KPI</b>	<b>Current/ Amendment/ New</b>	<b>Notes</b>
13	Client satisfaction	Clients report that they would recommend the service to friends or family	Currently collected under KPI-9	
14	Client satisfaction	Clients report that they know where to find information & advice/feel better informed	Currently collected under KPI-10	

Demographic data will be collected in relation to:

- Age
- Sex
- Gender identity
- Ethnicity
- Disability status
- Sexual orientation
- Religion or belief
- Marriage or civil partnership
- Pregnancy and maternity

Data will also be collected in relation to:

- Locality
- Referral route into the service
- Referrals out of the service
- Evidence of partnership working



## **Appendix C: PCR 2015 Compliance Analysis**

PCR 2015 Regulation 72 (Modification of Contracts During their Term) sets out the following safe harbours for modifications to contracts:

*a) where the modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses,*

*(b) for additional works, services or supplies by the original contractor that have become necessary and were not included in the initial procurement, where a change of contractor—*

*(i) cannot be made for economic or technical reasons, and*

*(ii) would cause significant inconvenience or substantial duplication of costs for the contracting authority,*

*provided that any increase in price does not exceed 50% of the value of the original contract;*

*(c) where all of the following conditions are fulfilled:—*

*(i) the need for modification has been brought about by circumstances which a diligent contracting authority could not have foreseen;*

*(ii) the modification does not alter the overall nature of the contract;*

*(iii) any increase in price does not exceed 50% of the value of the original contract or framework agreement.*

*(d) where a new contractor replaces the one to which the contracting authority had initially awarded the contract*

*(e) where the modifications, irrespective of their value, are not substantial; or*

*(f) where the value of the modification is below both of the following values:—*

*(a) the relevant PCR threshold and*

*(b) 10% of the initial contract value for service and supply contracts and 15% of the initial contract value for works contracts,*

The proposed extension is considered to be compliant with regulation 72 1(e):

*“where the modifications, irrespective of their value, are not substantial within the meaning of paragraph (8);”*

An analysis of whether this extension should be considered substantial in line with Paragraph 8 is shown in the table below:

*“(8) A modification of a contract or a framework agreement during its term shall be considered substantial for the purposes of paragraph (1)(e) where one or more of the following conditions is met:—”*

<p><i>(a) the modification renders the contract or the framework agreement materially different in character from the one initially concluded;</i></p>	<p>The contract does not alter in character.</p> <p>Therefore, it is not a substantial change in respect of this criteria.</p>
<p><i>(b) the modification introduces conditions which, had they been part of the initial procurement procedure, would have—</i></p> <p><i>(i) allowed for the admission of other candidates than those initially selected,</i>  <i>(ii) allowed for the acceptance of a tender other than that originally accepted, or</i>  <i>(iii) attracted additional participants in the procurement procedure;</i></p>	<p>The original tender was an open tender in line with PCR 2015.</p> <ul style="list-style-type: none"> <li>- (i) due to this being a compliant open tender following a full evaluation process, the contract was awarded to the bidder who received the highest score.</li> <li>- (ii) This extension does not change the advertised scope of services the contract that was originally tendered for.</li> <li>- (iii) This contract was procured using an open tender in line with PCR 2015. The Term of the contract would have had minimal impact, if any, on whether a provider would have bid for the contract.</li> </ul> <p>Therefore, it is not a substantial change in respect of this criteria.</p>
<p><i>(c) the modification changes the economic balance of the contract or the framework agreement in favour of the contractor in a manner which was not provided for in the initial contract or framework agreement;</i></p>	<p>The contract value for this extension has reduced and so the economic balance has not shifted in favour of the provider.</p> <p>Therefore, it is not a substantial change in respect of this criteria.</p>
<p><i>(d) the modification extends the scope of the contract or framework agreement considerably;</i></p>	<p>The extension is 33% of the original contract value, and the scope of the contract remains the same</p> <p>Therefore, it is not a substantial change in respect of this criteria.</p>
<p><i>(e) a new contractor replaces the one to which the contracting authority had initially awarded the contract in cases other than those provided for in paragraph (1)(d).</i></p>	<p>Not applicable</p>