

Reference:	FOI.16188.24
Subject:	Maintenance contracts for diathermy FT10 machines
Date of Request:	12 December 2024

Requested:

1. What are the contractual performance KPI's for this contract?
2. Suppliers who applied for inclusion on each framework/contract and were successful & not successful at the PQQ & ITT stages
3. Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date
4. Planned Spend over the duration of the contract?
5. Start date & duration of framework/contract?
6. Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?
7. Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?
8. Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?
9. Who is the senior officer (outside of procurement) responsible for this contract?

For Information

For your information, it should be noted that in the request for information you made, there was reference to the contract RA341063 (Diathermy FT10 Machines- Maintenance). This reference number is incorrect on the Welsh Government website. The correct contract reference number for the Hywel Dda University Health Board (UHB) contract is RA341699 (Diathermy FT10 Machines-Maintenance).

Response:

Hywel Dda University Health Board (UHB) considers that Section 43 of the FoIA applies to some of the requested information, as answering would be prejudicial to commercial interests. Section 43(2) exempts information, where disclosure would or would be likely to prejudice the commercial interests of any company. Commercial interests may be prejudiced where disclosure would, or would be likely to:

- Weaken a company's position in a competitive environment by revealing market sensitive information or information of potential usefulness to its competitors
- Damage a company's business reputation or the confidence that customers/users, suppliers or investors may have in it.

This exemption is qualified; therefore, even if information falls within Section 43, public authorities must then apply the public interest test set out in Section 2(2)(b). The information can only be withheld if the public interest in maintaining the exemption outweighs the public interest in disclosure.

The UHB has therefore considered the following:

In favour of disclosure: There is a public interest in transparency and in the accountability of public funds. Furthermore, it is in the public's interest that public funds be used effectively and that public sector bodies obtain the best value for money when contracting for the provision of services. Private sector bodies engaging in commercial activities with the public sector must expect some information about those activities to be disclosed.

Against Disclosure: Disclosure of the information being requested, when used in conjunction with other information accessible within the public domain could result in the identification of competing companies, weakening their position in a competitive environment. Furthermore, the current contract is coming to an end next year. It is not within the expectation of the contract holder that their individual contract details would be released into the public domain, and this in turn could impact negatively on the UHB's relationship with them, thus affecting our service delivery.

Decision: - The UHB has considered that releasing the information under the FoIA, to which the UHB is subject, would impede upon the UHB's relationship with the contracted provider, as it could weaken their position in a competitive environment by revealing market sensitive information or information of potential usefulness to its competitors. The UHB believes that there is wider established public interest in companies not being prejudiced merely because they have contracted with a public sector body, and that there is a public interest in protecting its relationship with its contracted partners.

Therefore, the public interest in withholding the contract information is greater than the interests in disclosing it and thereby giving unfair commercial advantage to competitors of the contractors to which this information concerns.

However, whilst operating in accordance with the Section 45 Freedom of Information Code of Practice, the UHB has a duty to provide advice and assistance. Therefore, the UHB provides the information that does not fall within the scope of the Section 43 exemption below.

1. The UHB can inform you that the specification for the provision of maintenance and services for the diathermy FT10 machines included one planned preventative maintenance visit per annum, which will include testing and inspection. The contract also includes:
 - All maintenance travel charges (field service contracts)
 - Maintenance spares
 - Maintenance shipping costs (workshop contracts)
2. A Section 43 exemption has been applied to this request, as stated above.
3. The UHB can inform you that the total contractual spend to date, as of 19 December 2024, is £16,307.50

4. The planned spend for the duration of the contract is unknown, as this depends on the number and complexity of repairs required.
5. The contract commenced on 1 July 2024 and is due to end on 30 June 2025.
6. The UHB has provided copies of the Specification and Equipment schedule published, at Attachments 1 and 2.
7. The UHB can inform that there is no extension clause in the contract.
8. The UHB has not yet decided whether it will renew or extend the current contract.
9. The officer responsible for this contract is Jon Wilson, Clinical Engineering Manager.