**INVITATION TO TENDER**

**General Business Support** **Tender**

**For Translations, Large Print and Braille Please Call**

**01268 294791**

Customers with a hearing or speech impairment can contact us using the Text Relay Service. Dial 18001followed by the full telephone number of the service you require. Calls are charged

 **Tender submission deadline: 12 noon, Friday 10th March 2023.**

# Information and Instructions to Bidders

 **THE CONTRACTING AUTHORITY**

The Contracting Authority is Basildon Borough Council and is located at The Basildon Centre, St. Martin’s Square, Basildon, Essex SS14 1DL (the “Council”).

**CONTEXT OF BRIEF**This Invitation to Tender (ITT) is issued by Basildon Borough Council to organisations who are interested in providing General Business Support.

**PLEASE REFER TO APPENDIX A FOR A DETAILED SPECIFICAITON**

**Introduction and Overview**

In response to these issues, the [Basildon Borough UKSPF Investment Panel](https://basildon.gov.uk/article/9154/Basildon-for-Business-The-UK-Shared-Prosperity-Fund-UKSPF) allocated £17,224.00 towards business advisory support capacity between April 2023 – March 2025, in its UKSPF Investment Plan. In addition to allocating revenue funding of £59,800 in 2023/24 and £76,976 in 2024/25 to support additional Business Advisory Support, the project budget also included a £14,448 of capital funding in 2023/24 and £20,000 in 2024/25.

In light of this situation, Basildon Borough Council (BBC) are looking to procure a business support provider to deliver additional business support advisory services across two years – 2023/24 & 2024/25 for businesses and residents based within Basildon Borough.

This is a one-off project estimated to last two years (subject to the Council’s sole option to terminate in whole or part at the end of Year 1 on at least one months’ notice if the Council is not in receipt of or only partially receive the final year of UK Shared Prosperity Funding where there is a failure to meet outcomes and targets and no realistic plan to address underperformance).

The allocated revenue funding is intended to cover the costs of additional Business Advisory Support Capacity, any lead generation activities and travel expenses over the lifetime of the project and the capital funding is intended to support the cost of any equipment needed, together with a number of capital grants to businesses etc. Basildon Council would envisage working with the nominated supplier to agree the precise nature and structure of the grant award programme once the supplier has been appointed.

The provider will also be expected to generate sufficient leads to achieve the contractual targets set out within this service specification, although the Council may also be able to support with some marketing and promotion.

For example, in response to the situation described in the Background section of this Service Specification, Basildon Borough Council has been undertaking a pilot project to explore whether we could offer additional support to companies that we have identified as being ‘In Distress’ and those with ‘Scaleup Potential’, and we would envisage these companies being particularly good beneficiaries to target with the additional business advisory support capacity we put in place through this contract.

This project is funded by the UK Government through the UK Shared Prosperity Fund. The contractor will need to have regard to the UKSPF Prospectus and Additional Guidance <https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information> when delivering this project to ensure that Basildon Borough Council can comply with the reporting and performance management, monitoring and evaluation, assurance and risk and branding and publicity guidelines. Basildon Borough’s UKSPF Investment Plans can be found at <https://basildon.gov.uk/article/9154/Basildon-for-Business-The-UK-Shared-Prosperity-Fund-UKSPF>

**BIDDER SELECTION**

The evaluation of submissions will be undertaken by the Council. Submissions will be reviewed by evaluators individually and scores will then be agreed by consensus of the evaluation sub panel. A final moderation meeting will confirm the scores.

The process will consist of a single stage ITT. However, please note that these dates are subject to change. Any such change will be communicated to the bidders.

**Indicative Procurement Timetable**

|  |  |
| --- | --- |
| Brief issued | 28th February2023 |
| Deadline for Questions regarding the Tender | 3rd March 2023 |
| Submission Deadline | 13th March 2023 |
| Evaluation | w/c 13th March 2023 |
| Interview (if required) | w/c 13th March 2023 |
| Decision Letters /Award contract | w/c 20th March 2023 |
| Inception meeting | w/c 27th March 2023 |
| Start on site | w/c 3rd April 2023 |

Note: we reserve the right to vary any of the procurement process and/or and dates highlighted above during the procurement exercise

**EVALUATION FRAMEWORK**Submissions will be evaluated in order to determine which is the most economically advantageous tender, in accordance with the Councils procurement regulations. The Council will evaluate submissions using the evaluation criteria, sub criteria and associated weightings below. Scores are arrived at following the application of the Evaluation Criteria set out below.
Bidders are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. Evasive, unclear or hedge Tenders may be discounted in evaluation and may, at the Authorities discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

The Council will **not** accept any Variant Bids.

The Council will evaluate submissions using the following scores and weighting criteria:

### **Full Evaluation & Award Stage**

The contract, if awarded, will be awarded on the basis of the most economically advantageous offer, taking into consideration the criteria below.

|  |  |
| --- | --- |
| **Criteria** | **Percentage Weighting** |
| Quality | 40% |
| Resourcing and Capacity  | 15% |
| Knowledge skills and networking | 40% |
| Social Value | 5% |
| Insurance  | Pass/Fail |

**Price Evaluation**

The maximum budget available for this service is £171,224.40, made up of Year 1 (2023/24) £59,800 (revenue) and £14,448.00 (capital) and Year 2 (2024/25) £76,976 (revenue) and £20,000.00 (capital).

Tenders that exceed the maximum annual budgets will be considered non-compliant and be rejected as such.

The Tenderer shall provide Year 1 and Year 2 prices within the Pricing Schedule for information only. All prices quoted shall, unless otherwise stated, include all costs associated with delivering the service in accordance with the specification and the terms and conditions within this ITT.

**Quality Evaluation**

The Tenderer shall provide within the Tender response, the Method Statements requested below.

Please note that the maximum page limits stated, relate to the main body of your written response and does not include supporting evidence such as images, graphs and charts, which must be appropriate to the criteria and clearly referenced in the main body of the response to be considered in the evaluation.

|  |  |  |
| --- | --- | --- |
| **Question**  | **Weighting** | **Maximum page limit** |
| **Ability to comply with specification and timeframes**  | **%** |
| 1. Please demonstrate your ability to comply with our specification and to deliver the required outputs within the timeframes set out. Your response must be supported by examples and/or evidence of previous experience and should include but **not** be limited to; * your understanding of the challenges that businesses face, including your proposed delivery model and how it will address the needs and challenges of businesses.
	+ how you will target hard to reach businesses
	+ the systems you will implement for monitoring and measuring success.
 | 20% | 2 sides A4Arial font 12 |
| 2. Please describe how you will ensure support is distributed proportionately across the target beneficiaries and across Basildon borough as set out in the specification. Your response must be supported with examples and/or evidence of previous experience.  | 20% | 1 side A4Arial font 12 |
| **Resourcing and capacity** |
| 3. Please demonstrate how you will recruit, retain, and resource this contract to ensure that you have the capacity to provide the service as described in the specification for the full duration of the contract. This should include naming the specific people you would envisage delivering it.  | 15% | 1 side A4Arial font 12 |

The Quality Criteria will be scored by individual evaluators evaluating the Tenderers’ corresponding method statement responses to the evaluation criteria. The evaluation panel will then come together with a moderator, to moderate scores and reach a consensus on each of the criteria. If consensus cannot be reached, the Chair of the evaluation panel will make the overriding decision taking all views into account.

**Scoring Methodology**

The marks are scored from 0 to 5 using the scoring model below.

|  |
| --- |
| **Evaluation Scoring Breakdown**  |
| **EXCELLENT** **5**  | Exceeds the requirements. Response exceeds requirements, is fully evidenced, adds value and benefits and demonstrates practical business solutions with full confidence in capability to deliver; and/or Response describes, evidences, and commits to a large range of excellent economic, social and environmental social value outcomes and benefits that go beyond the requirements of the specification to be delivered as part of this contract, and sets out how they will be achieved.  |
| **GOOD** **4**  | Satisfies the requirement with minor additional benefits. Above average demonstration by the Tenderer of how they will meet these requirements. Response identifies factors that demonstrate added value, with evidence to support the response; and/or Response describes, evidences, and commits to a good range of social value outcomes and benefits that go beyond the requirements of the specification to be delivered as part of this contract, and how they will be achieved.  |
| **ACCEPTABLE** **3**  | Satisfies the specifications basic requirements; and/or Response describes, evidences, and commits to the social value requirements set out in the specification, to be delivered as part of this contract  |
| **POOR** **2**  | Considerable reservations regarding how the Tenderer will meet this requirement with little or no evidence to support the response; and/or Response includes limited detail and/or fails to commit to the social value requirements set out in the specification, to be delivered as part of this contract  |
| **VERY POOR** **1**  | Insufficient information provided to demonstrate how the Tenderer will meet the requirement with no evidence to support the response. Several errors, risks, weaknesses or omissions difficult to make acceptable; and/or Response includes limited detail and/or fails to commit any social value initiatives to be delivered as part of this contract  |
| **0**  | Response provides no confidence and/or no evidence that the Tenderer meets any of BDC’s requirements OR response is incomplete.  |

All prices quoted in the Tender shall, unless otherwise stated, include profit, transport, labour, materials, fuel and plant charges, insurance and all other expenses of every kind which under the conditions of Contract are borne by the Tenderer. Prices quoted in the Tender shall be in UK Sterling and exclusive of Value Added Tax. Value Added Tax shall be applied at the appropriate rate ruling at the date of any invoice.

Price; The Contractor acknowledges and agrees that the Council has entered into this Agreement on the basis of the pricing and statements supplied to and accepted by the Council.

An assessment of economic standing will be carried out on the successful Tenderer based on copies of the last three Financial Years of full company accounts using the assessment template at Annex A to the ITT. Tenderers must achieve 50% to pass the assessment.

Where a score of 50% is not achieved, the Authority reserves the right to seek further information to satisfy itself of the financial standing of Tenderers and additional monitoring or assurances may be required.

Failure to work with the Authority to provide further information or agree to appropriate additional monitoring or assurances may result in Tenderers failing this assessment and their bid considered non-compliant.

The Council reserves the right to request copies of accounts from all or any Tenderers at any point during the procurement process.

We have considered this procurement in relation to the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 (TUPE). Our preliminary view is that those Regulations **do not** apply to the transfer of activity envisaged by the award of the Contract. This is a preliminary view only and ultimately whether or not the Regulations apply is a matter of law. Tenderers are therefore advised to seek their own independent legal advice on whether or not the Regulations apply.

**SPECIAL CONTRACTUAL TERMS – IMPORTANT**

**Termination Clauses**

**Termination on Notice -** In the Council’s sole discretion it may terminate this Contract in whole or in part at the end of the Initial Period if the Council do not receive or only partly receive the final years’ funding for the Services from Central Government by giving at least one (1) month’s written notice to the Contractor.

**Branding and Communication**

Because this project is being supported by UKSPF, the supplier will be expected to comply with the Branding and Communication guidance associated with UKSPF projects, set out in the [UKSPF Additional Information](https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information).

The supplier agrees to adhere to the guidance and any updates subsequently released by the Secretary of State or HMG on communications linked to UKSPF or wider Levelling Up Funding.

**Monitoring and Evaluation**

Monitoring and Evaluation will be carried out as set out in [UKSPF Additional Information](https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information).

This will include but is not exclusive to the following main evaluation requirements:

* Continuous monitoring and evaluation of progress aligned to the deliverables stated within the UKSPF Investment Plan submitted by the Lead Local Authority and approved by the Secretary of State;
* Engaging with our evaluation partners to collect and provide additional quantitative data as required to support, where relevant, intervention and place-specific evaluations

**TENDER QUERIES**

Bidders seeking to clarify any term, clause, statement or interpretation of any of the Tender documentation must submit their clarification through the e-tendering portal, <https://www.delta-esourcing.com/delta> **Access Code:** RM6SJ99M29. The portal will generate an email automatically through to the Council advising of your request for clarification.

The Council will copy questions received and its responses to all Potential Providers through the e-portal except where in its opinion the response relates to information which is commercially confidential.

No representative of the Council or its advisers has the authority to give any representations (express or implied) in relation to this tender or the procurement process as a whole.

 The Council will endeavour to respond to all such enquiries within 48 working hours of receipt and will send all other Bidders a list of submitted enquiries and answers.

Bidders should indicate any information they consider to be confidential. If the Council disagrees the Tenderer will be given the opportunity to withdraw the query.

All queries should be submitted in writing via the Delta e-tendering portal.

The Council will not respond to any queries received within 5 Working Days of the Tender return date.

**PREPARATION OF TENDERS**

Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their Tenders.

Information and documentation supplied to Bidders by the Council is supplied only for general guidance in the preparation of the Tender for the Services. Bidders must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Bidders of such information. Applicants are responsible for conducting their own due diligence and must make their own inquiries regarding all aspects of the opportunity tendered.

Bidders must bid for the supply of the whole of the Services upon the Terms and Conditions contained herein.

Bidders will be deemed to have fully acquainted themselves with the extent and nature of the Services before submitting a Tender.

The tender is to remain open for a period of one hundred and eighty (180) days from the date for the submission of tenders.

The Council is not obligated to accept any submission that is received and may discontinue this procurement process at any time with or without award.

Tenders are prepared and submitted at the Bidders own expense and the Council will not reimburse any tender preparation expenses whether or not tender submission is successful or unsuccessful.

The Council reserves the right to disqualify any bid that it considers to be abnormally low.

**CANVASSING**

Any Tenderer who directly or indirectly canvasses any Member or Officer of the Council concerning the award of the Contract for the provision of Services or who directly or indirectly obtains or attempts to obtain information from any such Member or Officer concerning any other tender or proposed tender for the Services will be disqualified.

**TENDERING PROCEDURE**

Tenders for the execution of the services should be presented on the forms provided, free from conditions and reservations, and without interlineations, alterations or erasures of any kind and strictly in accordance with the pricing structure contained therein.

All forms must be signed by the Tenderer where indicated and submitted with all required documentation, accessible in Microsoft Office applications.

All documents requiring a signature must be signed:

 Where the Tenderer is an individual, by that individual;

 Where the Tenderer is a partnership, by two duly authorised partners;

Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose; and the status of the signatories within the organisation indicated.

The Form of Tender and accompanying documents must be fully completed. Any tender containing gaps or omissions may be rejected. The Tenders and all supporting documents must be written in English. All prices will be quoted in pounds sterling.

**INSTRUCTIONS FOR RETURN OF TENDER**

The Council is using the negotiated competitive procedure to guide its Procurement process.

All documents must be returned electronically.

It is the Tenderer’s responsibility to ensure that tender documents are delivered to the specified tenderbox before the deadline.

**Bidders must ensure that uploaded documents are appropriately named and not just refer to e.g. doc 1 etc.**

**Please note that any electronic copies must be in Microsoft Office applications.** Bidders may provide scanned or .pdf file formats as a control version if they wish.

Bidders should note that completed Tenders (including all associated documents) received after the closing date and time will be automatically rejected and the Tenderer eliminated from the procurement process.

Bidders must attach any proposed changes or amendments to the Services or the Contract. Please be advised that the Council is not obligated to consider or accept any proposed changes or amendments.

* **LEGAL AND OTHER FEES**

Each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender Documents and any formal Contract documents.

By submitting a Tender to the Council, the Tenderer acknowledges that the Tender is compiled at the Tenderer’s own expense and the Council will not reimburse any fees, costs, or expenses incurred in preparing any tender.

* **CONFIDENTIALITY OF TENDER INFORMATION AND DOCUMENTS**

All information supplied by the Council in or in connection with these Tender Documents shall be regarded as confidential to the Council.

The Tender Documents, its Appendices, and related documents are and shall remain the property of the Council and must be returned on demand.

The information in the Tender and any associated documents is made available on condition that it is treated as confidential by the Tenderer and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a submission to be made (for example disclosure by a Tenderer to its insurers who are directly involved in the bid, is permitted provided they have each given an undertaking at the time of receipt of the relevant information (and for **the benefit of the Council) to keep such information confidential).**

* **FREEDOM OF INFORMATION AND DISCLOSURE OF INFORMATION**

The Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Regulations 2004, the subordinate legislation made under the Act/Regulations and any guidance and/or codes of practice issued (from time to time) in relation to such legislation. Bidders are required to:-

specify (with reason) those of their ITT responses which they regard as falling within any of the exemptions from disclosure specified under the Act/Regulations including (without limitation) information provided in confidence; and

the Council, however, shall be responsible for determining, at its absolute discretion, whether such exemption should apply and Bidders agree to comply with any such decision taken by the Council.

Nothing contained in this document shall in anyway prohibit or restrict the Council from complying with its obligations under the Acts/Regulations.

The employer will distribute information about the winning bid as part of debriefing unsuccessful Bidders. In submitting a tender, Bidders accept and agree to this disclosure.

From time to time, the Employer may also disclose information about this tender and the resulting contract in line with it’s scheme of publication or to otherwise comply with legislation and policy.

* **NON-COLLUSIVE TENDERING**

Any Bidder who:

(i) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

(ii) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance or a Contract guarantee Bond); or

(iii) Enters into any agreement or arrangement with any other person that such other person shall refrain from tendering or as to the amount of any Tender to be submitted; or

(iv) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing of having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission

will (without prejudice to any other civil remedies available to the Council) be disqualified.

* **TENDER EVALUATION**

The Council will award the Contract on the basis of the most economically advantageous tender.

The assessment criteria for the appointment of the Contractor will comprise both commercial and technical evaluation.

Tender proposals will be subjected to a thorough evaluation. The Council will examine tenders for completeness and may seek clarification where necessary. Prior to detailed examination, the Council will determine whether a tender substantially fulfils the conditions in the tender documents. A tender determined as not substantially fulfilling the conditions in the tender documents will be rejected.

Short-listed Bidders may be further requested to clarify their bids or provide additional information in support of their proposals.

Further assessment of short-listed tenders may include attendance at the Council’s premises for the purpose of clarifying aspects of a bid or may involve a visit by the Council’s representatives to any relevant facilities operated by the Tenderer. In each case, Bidders will be responsible for their own costs.

# Section A: Form of TENDER

# Section B: Certificate of Assurance of Bona Fide Tender

# Section C: Freedom of Information

# SECTION d : DECLARATION OF RELATIONSHIP

# SECTION e : whistleblowing policy

# Section A: Section A: Form of TENDER – GENERAL BUSINESS SUPPORT

I/WE having read the Form of Contract (and the amendments and additions thereto prescribed in the Specification) the Specification delivered to me/us (hereinafter referred to as "the said Documents") do HEREBY OFFER for the Pricing Tables to execute and complete the whole of the

I/We hereby undertake to enter into a contract within four months days of being requested so to do in a form to be prepared by the Head of Legal Services of the Council and I/we hereby agree that until such contract is executed the said documents and this Tender with the acceptance thereof under the hand of the said Head of Legal Services shall be the contract.

I/We agree that any obvious errors in pricing or errors in arithmetic that may be discovered by the Council in examination of the priced tables to be submitted by me/us if called upon so to do before acceptance of this offer shall have no effect on the amount of this offer unless the Council shall otherwise decide.

I/We understand that the lowest or any tender will not necessarily be accepted.

I am/We are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of

Print Name:

Job Title:

Email:

Telephone:

Business Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Registered Office (if a company) (if different from above) and company number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_

**NO OTHER FORM OF TENDER WILL BE ACCEPTED**

# Section B: Certificate of Assurance of Bona Fide Tender

In recognition of the fact that the essential purpose of Basildon Borough Council undertaking a tendering process is that Basildon Borough Council shall receive bona fide competitive tenders from all those tendering, , on behalf of hereby certifies that:

1. The tender submitted herewith is a bona fide tender that is intended to be competitive.

2. has not fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person.

3. has not done and undertakes that it will not do any of the following:

(a) communicate to another person or entity, other than the person calling for this tender, the amount or approximate amount of the proposed tender (except where the disclosure (in confidence) was essential to obtain insurance premium quotations required for the preparation of the tender

(b) enter into any agreement with any other person that they shall refrain from tendering

(c) enter into any arrangement as to the amount of any tenders to be submitted

(d) offer, pay, give, or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person or entity for doing, having done, causing or having caused to be done, in relation to any other tenders or proposed tenders, any act or thing of the type described above.

This the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Section C: Freedom of Information

Freedom of Information Act

The Council is committed to meeting its responsibilities under the Freedom of Information Act 2000 (FOIA). All information submitted to the Council may be subject to disclosure to a third party in response to a request for information under the Act. The Council may also decide to include certain information in the publication scheme that we maintain under the Act or as otherwise required by legislation or Government policy. Bidders are accordingly required to complete and return Schedule FOIA with their Tender for the purpose of identifying any information included in their submissions that they consider exempt from disclosure under the Act. Final determination shall be at the sole discretion of the Council.

|  |  |  |  |
| --- | --- | --- | --- |
| Section of Tender Document | Area to be considered exempt from disclosure and reason | Period of time to be considered exempt  | Signed |
|  |  |  |  |

|  |  |
| --- | --- |
| **Signed** |  |
| **Print Name** |  |
| **Dated** |  |
| **Job Title** |  |
|  |  |
| **Company Name** |  |

# SECTION d : DECLARATION OF RELATIONSHIP

To facilitate an open and transparent approach to business transactions, the Council seeks the following information about its potential working relationships.

1. Does the person preparing the tender, or any of the Bidders directors or other managing persons:
2. Have a familial relationship with any Councillor or employee of the Council? YES/NO
3. Have a close personal relationship with any Councillor or employee of the Council? YES/NO
4. Does any Councillor or employee of the Tenderer hold a directorship or other position of influence or control within the Tenderer? **YES/NO**

If the answer to either of the above is “yes”, please explain below. Include whether you consider there maybe any impact on the conduct of business and how you would accommodate or address any such issues.

|  |
| --- |
|  |

|  |  |
| --- | --- |
| **Signed** |  |
| **Print Name** |  |
| **Dated** |  |
| **Job Title** |  |
| **Company Name** |  |

# SECTION e : whistleblowing policy

**Counter Fraud & Corruption Arrangements**

(A copy of the full Framework is available on request from Basildon Borough Council’s Internal Audit Department, and is available on the Council’s Website under ’Report it’, Fraud & Corruption. A copy of the Audit Leaflet is attached for further information.)

**Introduction**

In administering its responsibilities the Council is determined to combat fraud and corruption whether it is attempted on, or from within the Council. The Council is committed to an effective Counter Fraud and Corruption Framework. This commitment will result in the desired outcome of creating a zero tolerance culture, promoting high ethical standards, encouraging prevention, promoting detection, and formalising the procedures for investigation. This will assist by minimising the opportunity for fraud and corruption to exist within the Council’s systems. This Framework is in line with the strategic aims and objectives of the Council in relation to preventing crime and ensuring value for money.

The Framework applies to all employees, contractors and any persons or organisations doing business with the Council. The Framework applies to all aspects of the Council’s business. The Council may actively involve the police, pursue prosecution (wherever relevant) and consider action against individuals/organisations where fraud and corruption is identified.

The Council's Counter Fraud and Corruption Framework is based on a series of comprehensive and interrelated procedures designed to deter and hinder any attempted fraudulent or corrupt acts.

Definitions

Fraud and Corruption are defined as:

 Fraud - The Fraud Act 2006, effective from January 2007, states that the offence of fraud can be committed in three ways:

* Fraud by false representation (Section 2 of the Act)
* Fraud by failing to disclose information (Section 3 of the Act)
* Fraud by abuse of position (Section 4 of the Act)

Further offences introduced in the Act are:

* Possession of articles for use in Fraud (Section 6)
* Making or supplying articles for use in Fraud (Section 7)
* Participating in fraudulent business carried on by a sole trader (Section 9)
* Obtaining services dishonestly (Section 11)

Further information may be obtained from the Internet under ‘The Fraud Act 2006’.

 Corruption - Corruption is defined as the offering, giving, soliciting or acceptance of an inducement or reward, which may influence any person to act inappropriately.

 **Bribery**

 The Bribery Act 2010 came into force on 1 July 2011. Bribery has been viewed within the definition given above for Corruption.

 The Bribery Act 2010 introduces four main offences:

 Offences of bribing another person

A person is guilty of an offence if he/she offers, promises or gives a financial or other advantage to another person.

Offences relating to being bribed

 A person is guilty of an offence if he/she requests, agrees to receive, or accepts a financial or other advantage.

Bribery of a foreign public official

A person who bribes a foreign public official is guilty of an offence if the person’s intention is to influence the foreign public official in their capacity, duty or role as a foreign public official.

 Failure of commercial Organisations to prevent bribery

Organisations, which include Local Authorities, must have adequate procedures in place to prevent bribery in relation to the obtaining or retaining of business.

 Reporting Procedure

The Council's expectation on propriety and accountability is that Members and employees at all levels within the Council will lead by example in ensuring compliance with all relevant law and adherence to the rules, procedures and recommended practices.

The Council also expects that individuals and organisations (e.g. suppliers and contractors) and other partners will act towards the Council with integrity and without thoughts or actions involving fraud or corruption. The Counter Fraud & Corruption Framework is circulated to partners through the Council’s partnership liaison officers. The Counter Fraud & Corruption Framework is available to contractors and suppliers through the Council’s Internet site under doing business with the Council.

The Council recognises that the primary responsibility for the prevention and detection of fraud rests with Management. It is a requirement, however, that all employees of the Council, Contractors & Partners report any irregularity, or suspected irregularity to Senior Management and if this is not appropriate then to the Section 151 Officer, or the Internal Audit Service. Concerns can also be raised via the email address at whistleblowing@basildon.gov.uk

Members of the public are also encouraged to report any concerns to the Chief Executive, Commissioning Directors, Heads of Service, Managers and Internal Audit or through the Council’s official complaints procedure. Concerns can be reported in person, in writing, via phone or via the Council’s Internet, under ‘Report it’, on the designated reporting form. In relation to Housing Benefit fraud, the Council encourages members of the public to report any concerns through the benefit fraud hotline: 0800 085 1653 or e-mail: fraudline@basildon.gov.uk , in line with national best practice.

### Culture

The Council fully accepts that the culture and tone of the Council needs to be based on honesty, opposition to, and identification of, fraud and corruption.

There is an expectation and requirement that all individuals and organisations associated with the Council, will act with integrity and that Members and Council employees, at all levels, will lead by example in these matters.

The Council's employees, Contractors & Partners and elected Members are an important element in the stance on fraud and corruption. They are positively encouraged to raise any concerns that they may have on these issues where they are associated with the Council's activity. It is important that they can do so in the knowledge that such concerns will be treated in confidence and appropriately investigated. In this regard the Council has produced a separate, complementary People Management Procedure Whistleblowing Policy: “Confidential Reporting Policy and Procedure.

Senior Management, through consultation with Internal Audit, are expected to deal swiftly and firmly with those who seek to defraud the Council or who act in any corrupt manner. The Council must be robust in dealing with any malpractice.

### Responsibility and Mechanisms for Prevention

Arrangements are in place to encourage the exchange of information, in line with the Data Protection Act, between the Council and other agencies on national and local fraud and corruption activity, in relation to local authorities.

It is a requirement of the Audit Commission that Local Authorities alert all acts of fraud and/or corruption exceeding £10,000 in value. The Internal Audit Service must co-ordinate the completion of the appropriate documentation , which will be sent to the Audit Commission.

Money Laundering

 The term Money Laundering is generally used when describing dishonest activities that result in a financial gain. Money Laundering is the process of transferring ‘dirty’ money, i.e., money obtained through unlawful activity (commonly known as the proceeds of crime), into ‘clean money’ by processing the ill-gotten gains through a legitimate organisation.

Basildon Council will take reasonable steps to identify potential areas that are exposed to, or at risk of, Money Laundering affecting the organisation, in an attempt to minimise the risks, and report any suspicious activity to the Serious Organised Crime Agency.