**INVITATION TO TENDER**

**CDC Technical Advisor**

**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: By noon on Friday 21st April 2023**

**Delta Access Code: R5XR526B4T**

# Information and Instructions to Bidders

1. **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”).

1. **CONTEXT OF BRIEF**

This Invitation to Tender (ITT) is issued by Basildon Borough Council who are seeking for organisations who are interested to provide an individual qualified and experienced Technical Advisor.

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

**Introduction and Overview**

Basildon Borough Council are seeking to procure the services of an individual qualified and experienced Technical Advisor to support with the CDC Project.

The Council has been approached by the Mid and South Essex NHS Foundation Trust (the ‘Trust') who wish to develop a Community Diagnostics Centre in the Basildon borough.

The Community Diagnostic Centre (CDC) programme is a national initiative to create Community Diagnostic Centres within the next 3 years.

**Background**

The CDC programme aims to improve health outcomes by reaching earlier, faster, and more accurate diagnoses of health conditions; increased diagnostic capacity by investing in new facilities and reducing health inequalities by improving access and uptake of diagnostic tests.

The CDCs will contain a wide range of scanning and testing services with the aim to provide space for outpatient care. This will reduce patient attendance at hospitals and provide more community based and focussed services.

The Trust have previously secured a funding agreement for two CDCs, one in Thurrock and one in Braintree.

A third CDC opportunity has been considered across a number of potential sites in the Basildon borough. The Trust would like to progress discussions and negotiations, subject to the final grant funding decision from NHS England.

In broad terms, the CDC facility would be around 2,500m² plus up to 1500m² outpatient space, with a link for Primary Care where possible.

The timescales for delivery in line with the national programme grant are very short with the aim being to deliver at least some of the CDC services by April 2025.

The Council are assembling an Integrated Project Team to work in collaboration with the Trust on delivery of the CDC Project, and are looking for an experienced property individual to provide development management and property transaction support in the role of a Technical Advisor.

The individual will be an experienced and qualified Chartered Surveyor with direct experience of working on development agreements, leases and lease-back arrangements (and of the financial implications they may have for a local authority) and should have with experience of working with Hospital Trusts. A knowledge of the Basildon borough is required.

The selected individual will be expected to work with Council Officers from services including Property, Finance and Legal in order to achieve transfer of the skill into the organisation for future projects.

**Requirements and Outcomes**

The key requirements of the Technical Advisor are:

• Advise on potential property transaction structures.

• Negotiate terms for the agreed structure on behalf of the Council with the Trust and other parties as may be required.

• Identify and manage any necessary title issues such as covenant removal or variation.

• Support the Project Team in financial analysis of the proposals to identify revenue and capital issues, costs and savings.

• Support the projection of estimates of cost and life cycle costings for any future space.

• Work with and support the Legal resource to finalise all legal documentation.

• Provide Technical Advisor and development management support to the Project Manager (and Project Team) throughout.

• Attend “Teams” meetings and as necessary meetings on site or in Basildon.

• To provide advice and a report confirming that the final agreements meet the requirements placed on the Council by s123 Local Government Act 1972.

The Technical Advisor will be part of the Integrated Project Team but will report specifically to the Councils Head of Property and Asset Management.

**Reporting and Deliverables**

It is envisaged, the appointed contractor will be working closely with the Asset Strategy Manager in the Council during this process via regular meetings and periodic reporting.

**Duration of Contract (start and end date) and Funding**

This commission will commence from April 2023 and is anticipated to be complete by the end of November 2023 (approximately seven months). Please note that as the project is based on a funding decision as per the specification, this timeline is indicative and may be subject to change. It is anticipated the Technical Advisor will be expected to work one day a week for a period of up to 7 months, but this may change as required by the client.

**Fee Proposal**

The council requires a fixed sum fee proposal for the specified work for the identified period and the outputs.

Fee proposals should indicate a fee charge in the event that the project does not progress to exchange of contracts.

A day rate should be provided as a costing for any additional work required beyond the brief, or beyond the timeframe as set out above.

1. **BIDDER SELECTION**

The evaluation of submissions will be undertaken by the Council and partner representatives. 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.

| **Stage** | **Date(s)/time** |
| --- | --- |
| Issue of Invitation to Tender | Thursday 6th April 2023 |
| Queries/Clarifications: | Any queries or clarifications must be received no later than Friday 14th April 2023 at 12 noon |
| Submission deadline for Quotation (ITQ) | 12 noon on Friday 21stApril 2023 |
| Expected date of award of Contract: | w/c 24th April 2023 |
| Contract Commencement Date: | w/c 1st May 2023 |

1. **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** Suppliers who meet the above will then be evaluated at the Award Stage against the

criteria in the framework below. All tenders will be evaluated by an independent

panel consisting of at least two council officers.

|  |  |  |
| --- | --- | --- |
| **Evaluation Criteria** | | |
| **Evaluation** | **% Sub- Weighting** | **% Weighting** |
| * Direct experience of working on development agreements, leases and lease-back arrangements | 20% | **70%** |
| * Experience of working with local government bodies and NHS Hospital Trusts | 20% |
| * Experience of drafting and negotiating property transaction structures | 20% |
| * Understanding of the Basildon borough, its towns and communities | 10% |
| Price Schedule | 30% | **30%** |
| TOTAL |  | **100%** |

The scoring methodology is set out below.

|  |  |
| --- | --- |
| **Using a 0 – 5 scoring system:** | |
| **0** | **Unacceptable Response** – No information provided or response does not address the requirement. |
| **1** | **Poor response** – The response contains material omissions and/or is supported by limited evidence/examples. Major concerns that the organisation has the potential to deliver or that they have failed to meet a reasonable standard. |
| **2** | **Fair response** – The response contains some omissions and/or is not well supported by evidence/examples. Some concerns about the Bidder’s ability to deliver or that they have failed to meet a reasonable standard. |
| **3** | **Good response** – There is adequate detail/supporting examples giving a reasonable level of confidence in the Bidder’s experience and ability. The Bidder appears to have the potential to deliver as required or has met a reasonable standard and there are only minor concerns about the Bidder’s experience. |
| **4** | **Very Good Response** – The level of detail/supporting examples gives a high level of confidence in the Bidder’s experience and ability. The Bidder clearly has the potential to deliver and/or has clearly met an acceptable standard. |
| **5** | **Excellent Response** – A comprehensive well evidenced submission, clearly demonstrating expertise and knowledge incorporating value added benefits/social value attributes & other points of innovation. The bid is deemed to offer little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed, giving a very high level of confidence in the Bidder’s experience and ability. |

**Financial Evaluation**

The financial evaluation will be weighted as set out below :

The financial evaluation will be weighted with the lowest cost bid receiving 100% of the available marks (30%); all other bids will be compared against the highest bid.

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference** | **Criteria** | **Description** | **Weighting** |
| B1 | Financial Offer | The lowest offer will receive 20 marks and each other Bid will be compared against the Lowest Bid and score a percentage of the total marks based on the percentage relationship. For example:   * Bid A is the Lowest Bid at £100 and would score 20 marks; * Bid B is the second Lowest Bid at £120 and would score 16.7 marks (100 / 120 x 20) | 30% |
| **Financial Score** | **30%** | | |

1. **METHOD STATEMENT BASIS OF SUBMISSION**

**Please complete the following template :**

|  |  |
| --- | --- |
| 1 | Please provide details of your experience of working on development arrangements, leases and lease-back arrangements. What was your involvement? How did you manage the process? *(Weighting 20%)* |
| *Maximum word count – 2000 words* |
| 2 | Please provide details of your experience of working with local government bodies and NHS Hospital Trusts. What was tour involvement? How did you manage the different stakeholders? *(Weighting 20%)* |
|  | *Maximum word count – 2000 words* |
| 3 | Please provide details of your experience of drafting and negotiating property transaction structures. What were the outcomes? Did you achieve the aims? *(Weighting 20%)* |
|  | *Maximum word count – 2000 words* |
| 4 | Please demonstrate your understanding of the Basildon borough, its towns and communities. *(Weighting 10%)* |
|  | *Maximum word count – 1500 words* |

**Price Schedule**

|  |  |
| --- | --- |
| Fee proposal | |
| A **total all-inclusive fee of expenses excluding VAT for information of a day rate breakdown** for completing the tasks as set out within the brief should be provided.  All prices to be exclusive of VAT but inclusive of all costs, expenses and disbursements.  A payment schedule will be agreed by Basildon Borough Council and the successful bidder to ensure that all costs are invoiced and paid within the funding window.  (Weighting 30%) | |
| *Answer*   |  |  |  | | --- | --- | --- | | **Task** | **Fixed Fee** | **Total Cost** | | Finalise and progress legal agreements, including structure and heads of terms |  |  | | Negotiate terms on behalf of the Council with other parties |  |  | | Identify and manage title issues (where required) |  |  | | Advise on property transaction structures including formal recommendation |  |  | | Financial analysis of options and structures, including implications and life cycle costings |  |  | | Draft Cabinet Report |  |  | | |
| **Total all-inclusive fee:** | £ |

**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:**  **R5XR526B4T.** 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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).**

1. **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.

1. **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.

1. **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.

1. **DISCLAIMER AND IMPORTANT INFORMATION**

The Council has appointed Montagu Evans to advise on property and development related matters and the Council’s in-house legal services team are acting for the Council.

Each bidder undertakes that:

* All information contained in its submission is true, accurate and not misleading and all opinions stated in any part of its bid are honestly held and are reasonable grounds for holding such an opinion; and
* It will immediately bring to the attention of the Council any matter of which it becomes aware that renders such information untrue, inaccurate or misleading.

# 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 – CORPORATE ASSET MANAGEMENT STRATEGY DEVELOPMENT

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.

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| --- |
|  |

|  |  |
| --- | --- |
| **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](mailto: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](mailto: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.