**INVITATION TO TENDER**

**Feasibility Study for a Healthcare Social Innovation Incubator in Basildon**

**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: 12.00 noon, Friday, 9th September 2022**

# 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 to organisations who are interested in undertaking a Feasibility Study into the establishment of a Healthcare Social Innovation Incubator in Basildon.

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

**Introduction and Overview**

Basildon Borough Council requires a suitably qualified and experienced consultant to develop a Feasibility Study into the establishment of a Healthcare Social Innovation Incubator in Basildon.

The aims of undertaking this Feasibility Study are to investigate the feasibility of establishing a Healthcare Social Innovation Incubator in Basildon, and to put forward a high level business model and financial model for the preferred option if deemed viable to establish a Healthcare Social Innovation Incubator in Basildon.

**Background**

Mid and South Essex NHS Foundation Trust has contracted with Basildon Council to oversee the commissioning and project management of a suitable consultant / consultancy firm to undertake a Feasibility Study into the establishment of a Healthcare Social Innovation Incubator in Basildon.

The increasing social, demographic and economic burdens on health and social care spending has given rise to the need for new health and social care systems and solutions. Social innovation provides an opportunity to adopt a fresh approach to strengthen health and social care systems and solutions. Through participatory approaches, novel solutions can be designed and developed by innovators, actors in the health and care value chain and other stakeholders to address complex and longstanding health and care challenges.

Through the establishment of a Healthcare Social Innovation Incubator, we want to explore the potential to establish a dedicated facility and a network of supportive services that brings together a range of skills and resources that are capable of:

* Developing Innovative solutions to tackle key societal health and social care challenges;
* Supporting health and social care businesses in the region to further develop and adapt their business models, to enhance the effectiveness of the services offered and strengthen their overall competitiveness
* Bringing together a range of service providers to develop innovative new business models for tackling current health and social care challenges
* Improving connectivity between different elements of the ‘value chain’ to develop new approaches to tackling health and social care challenges
* Stimulating new social enterprises that deliver innovative, viable health and social care solutions.
* Utilizing digital technologies to develop innovative new health and social care solutions
* Exploring how we can mobilise ‘crowd action’, nudge principles and prevention science methodologies to develop innovative, sustainable solutions for tackling key health and social care challenges

The partners involved in making this proposal to establish a Healthcare Social Innovation Incubator are united in their commitment to advance social innovation in health and social care, with the ultimate goals to stimulate innovative new approaches to tackling major health and social care challenges.

This proposal has been developed by a partnership comprising:

* **Mid and South Essex Foundation Trust:** a £1bn NHS provider exclusively providing care to the 1.2 million residents of Mid and South Essex while working in collaboration with partners across MSE Integrated Care System and the 4 Alliances of South-West Essex, South-East Essex, Thurrock and Mid-Essex.
* **Basildon Borough Council**: – the lower tier authority covering the borough of Basildon which delivers a range of public sector statutory services in the Basildon area.
* **Essex County Council**: The sector development team are responsible for supporting and stimulating the growth of key sectors in Essex, including the Healthcare and Lifesciences sectors.

**Aims of the Healthcare Social Innovation Hub Feasibility Study**

The purpose of undertaking this Feasibility Study is to give Mid and South Essex NHS Foundation Trust, and relevant partners, a clearer picture of the proposed project and an indication of the viability of the potential business venture, namely, whether the project is worthy of investment and/or whether it is deliverable.

In order to understand viability the proposed venture, the Feasibility Study will need to go some way towards developing a high-level business model/financial model for such a facility.

The key benefits envisaged from conducting this Feasibility Study are:

* To provide valuable information for the “go/no go” decision
* To narrow down the business alternatives
* To identify the valid reason(s) to undertake the project
* To enhance the success rate of the project, if progressed, through the evaluation of multiple parameters
* To aid decision-making on the project
* To identify reasons to not proceed
* To improve project team/partnership focus, in support of delivery.
* To identify new opportunities for service development
* To develop a high-level business/financial model for the preferred option

#### **What might such a Healthcare Social Innovation Incubator comprise?**

#### In common with a traditional incubator, we envisage that such a Healthcare Social Innovation Incubator might potentially comprise the following elements (but this will be tested in the Feasibility Study);

#### A physical space, which enables different stakeholders to be brought together to develop innovative new ideas and in which these ideas can be nurtured and incubated.

#### Innovation Facilitators, to bring together a range of stakeholders (students, healthcare employees, communities, businesses etc.) to develop new social innovations.

#### Support services to help these social innovators to further develop their business ideas, models and plans

#### Access to potential ‘end customers’, open to work with these social innovators to develop their new, service innovations

#### Access to ‘patient finance’, to support these social innovators to scale their businesses

#### Access to the patient base – to enable the social innovators to undertake translational research

#### Access to a network of specialist skills – experts, dieticians, nutritionists etc.

#### A programme of challenge based events, around key health and social care challenges – i.e., Hackathons, Sandpits etc.

#### **Scope of the contract**

The contract will last for a six week period and will commence on the 19th September. The Steering Group will also act as the main point of liaison between the appointed consultant and the partnership to ensure that the study progresses, consistent with the project’s objectives.

**Minimum Project Outputs**

Whilst the precise contents of the Feasibility Study will be the decided by the appointed consultants, and influenced by their findings, we would expect it to include the following sections, as a minimum:

* An executive summary
* A description of the proposed product/service
* Any technology considerations
* The product/service marketplace
* Marketing strategy
* Organization / Partnership Structure & Capabilities
* The project schedule / timelines
* Budget / financial projections

As indicated previously, we would envisage the Feasibility Study identifying whether the overall concept to develop a Healthcare Social Innovation Incubator in Basildon is viable/feasible and point towards the proposed business and financial model for the development of such a facility.

**Payment Schedule**

The contract will last for a six week period and will commence on the 19th September. Payment schedule will be agreed by Basildon Borough Council and the successful bidder should ensure that all costs are invoiced and paid within the project window.

1. **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.

| **Stage** | **Date(s)/time** |
| --- | --- |
| Issue of Invitation to Tender | 22nd August 202222 |
| Queries/Clarifications: | Any queries or clarifications must be received no later than Friday 2nd September at 12 noon |
| Submission deadline for Quotation (ITQ) | 12 noon on Friday 9th September 2022 |
| Supplier Presentations | Wednesday 14th September, time TBC |
| Expected date of award of Contract: | Wednesday 14th September 2022 |
| Contract Commencement Date: | 19th September 2022 |

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

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** |
| Proposed approach to the commission including methodology, project plan and design treatment.  Portfolio/ evidence of similar work. | 50%  10% | **60%** |
| Price Schedule | 40% | **40%** |
| TOTAL |  | **100%** |

1. **METHOD STATEMENT BASIS OF SUBMISSION**

**Please complete the following template :**

### Contract Delivery

|  |  |
| --- | --- |
| 1 | Please describe the methodology proposed to complete the work as outlined in this brief, the project plan and your overall approach/design treatment. *(Weighting 50%)* |
| *Maximum word count – 2000 words* |
| 2 | Please describe your professional experience/ portfolio of work *(Weighting 10%)* |
| *Maximum word count – 1000 words* |

**Price Schedule**

|  |  |
| --- | --- |
| Fee proposal | |
| A **total all-inclusive fee** 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 40%) | |
| *Answer* | |
| **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:**  7KE3M49R98 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.

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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 – Feasibility Study for a Healthcare Social Innovation Incubator in Basildon

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

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

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](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.