



**Community Framework Agreement  
C12077**

**For**

**Credit Referencing and  
Fraud Investigation Services**

**User Guide**

**Issue 1**

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## Definitions

<b>Title</b>	<b>Definitions</b>
Access Agreement	The Agreement signed by both parties confirming eligibility to access the Agreement.
Agreement	The legally binding Agreement between the parties for the supply and delivery of the stated requirement
Call-off	The calling-off of requirements as a result of a formal tendering process.
Community Framework Agreement (CFA)	Accessible Agreements designed to continually deliver value to its supply chain.
Contract	Individual contracts let under a Framework Agreement made between two or more parties enforceable by law.
Contracting Authority	The organisation that was responsible for the initial tender process and resulting Agreement formation relating to the Supply and Delivery of Credit Referencing and Fraud Investigation Services. In this case the Contracting Authority is Commercial Services, a business unit of Kent County Council.
CRAs	Credit Reference Agencies
Electronic Auction	An auction conducted electronically where suppliers bid on-line against each other for Contracts against a published specification.
Framework Agreement	The arrangement under which a Contracting Authority establishes with a supplier(s) of works, goods or services, the terms under which individual Contracts will operate.
Lot	The sub-division of the Services into several Lots with each Lot being the subject of a Contract.
Mini Competition	A competition conducted under a Framework Agreement with all tenderers capable of fulfilling the requirement.
OJEU Contract Notice	The notice published in the Official Journal of the European Union (OJEU) by the Contracting Authority for the purposes of seeking expressions of interest.
OJEU Award Notice	The notice of a contract award published in the Official Journal of the European Union (OJEU).
Order	To enter into a Contractual Contract with a Supplier to the framework, for the delivery of a specific requirement, inline with agreed terms.
Participating Authority	All permitted organisations who have access to use this Agreement and who shall take full responsibility for their individual contracting processes and their compliance to the Public Contracts Regulations 2006. The Contracting Authority will also be known as the Participating Authority if access is required to utilise the Framework Agreement.
PSG	Procurement Services Group the procurement function of Commercial Services, a business unit of Kent County Council.
Services	Credit Reference and Fraud Investigation Services.
Supplier	The organisation contracted to provide the Services.
User	Means the Participating Authority

## **Introduction**

### **About Procurement Services Group (PSG)**

PSG is the Procurement function of Commercial Services, a business unit of Kent County Council.

PSG has developed a number of Community Framework Agreements (CFAs) relating to commonly used services. CFAs are accessible Agreements designed to continually deliver value to its supply chain. The CFAs are for use by the Public and Third Sectors plus other nominated and/or publicly owned organisations that wish to participate in the benefits that are delivered. The 'Community' includes Suppliers, Participating Authorities, Beneficiaries and the feeder Supply Chains. The appropriate management of such Agreements can deliver value to all participants.

#### Contact Information

Telephone 01622 605794  
Email [psg@kent.gov.uk](mailto:psg@kent.gov.uk)

### **About the User Guide**

This Guide introduces the Community Framework Agreement (CFA) for the supply of Credit Referencing and Fraud Investigation Services, contract reference number C12077.

If this User Guide is revised, an update will be sent to existing registered Participating Authorities and Suppliers.

The User Guide outlines the Agreement including its set up, how to use it and general information.

### **About the Framework Agreement**

The Framework Agreement for the supply of Credit Referencing and Fraud Investigation Services has been advertised and established in full compliance with Public Contracts Regulations 2006 - a copy of the OJEU Contract Notice is attached. By using the Framework Agreement, Participating Authorities are exempt from having to undertake any further advertising or adhere to lengthy EU procurement procedures. The result is that procurement costs and timescales can be minimised.

### **Published Official Journal of the European Union (OJEU)**

Advertisement - Ref: 2012/S 72-119529

Award Notice – Ref: TBA



The Agreement is divided into 4 Lots:

- Lot 1 - Company Credit Checks
- Lot 2 – Person Checks
- Lot 3 – Employee Checks
- Lot 4 – Debt Prioritisation and Collection Services

These Lots shall be used to carry out financial information gathering and analysis and assist in the prevention and recovery of sums due as a result of fraudulent activity. The Agreement is the umbrella arrangement that shall have a number of Credit Reference Agency suppliers (CRA's), whose services may be accessed by permitted Participating Authorities for the purposes of carrying out Credit Referencing and Fraud Investigation activities. These activities might be required for, but not be limited to, the following:-

- Housing allocations and benefits claims
- Procurement of goods or services
- Pre-employment screening
- Council tax fraud
- Trading standards
- Disabled blue badges
- Grants and Social Housing
- Single Person Discounts
- Debt Prioritisation

The Agreement is managed by the Procurement Services Group (PSG) to ensure the constant reduction of waste in all activities. Local management is to be undertaken by the Participating Authority.

## **Structure of CFA for Credit Referencing and Fraud Investigation Services**

The Agreement shall be available for use by a broad range of public sector organisations (as defined in this document) for the delivery of the Services as stated. The purpose of the Agreement is to develop a toolkit that allows authorised public sector organisations to make individual Contracts with Suppliers utilising a compliantly let Framework with the aim of increasing value, decreasing public expenditure and reducing risk.

### **Access**

The Agreement will be accessible to all members, affiliates and associates of the Pro5 Group (being Central Purchasing Bodies as defined by the EU Combined Procurement Directive 2004/18/EC and the Procurement Contracts Regulations 2006), Local Authority Councils, Central Government Departments and their Agencies, Regional Improvement and Efficiency Partnerships (RIEP), the Police Service, the Fire and Rescue Service, the NHS & NHS Trusts (including the Ambulance Service), Third Sector Organisations, Registered Charities, Registered Social Landlords, Educational Establishments (including schools and universities), Academic Centres, Coastguard Emergency Services, publicly funded organisations and publicly owned private companies, operating within the geographic boundaries of the United Kingdom, including Northern Ireland. Access to this Agreement shall be subject to the agreement of the Contracting Authority.

Information on other public bodies, third sector organisations, academic centres and publicly funded organisations can be found at:

[www.southeastiep.gov.uk](http://www.southeastiep.gov.uk)  
[www.direct.gov.uk](http://www.direct.gov.uk)  
[www.edubase.gov.uk](http://www.edubase.gov.uk)  
[www.schoolswebdirectory.co.uk](http://www.schoolswebdirectory.co.uk)  
<http://www.direct.gov.uk/en/DI1/Directories/A-ZOfCentralGovernment/index.htm>  
[www.police-information.co.uk](http://www.police-information.co.uk)  
[www.nhs.uk](http://www.nhs.uk)  
[www.attorneygeneral.gov.uk](http://www.attorneygeneral.gov.uk)  
[www.charitycommission.gov.uk](http://www.charitycommission.gov.uk)  
[www.idea.gov.uk](http://www.idea.gov.uk)  
[www.fireservice.co.uk](http://www.fireservice.co.uk)  
[www.opsi.gov.uk](http://www.opsi.gov.uk)  
[www.espo.org/ojeu-framework-permissible-users](http://www.espo.org/ojeu-framework-permissible-users)  
[www.cbconline.org.uk](http://www.cbconline.org.uk)

Current members of the Regional Improvement and Efficiency Partnerships:

East Midlands: <http://www.eastmidlandsiep.gov.uk>  
London: <http://www.capitalambition.gov.uk>  
East: <http://www.improvementeast.gov.uk>  
North East: <http://www.northeastiep.gov.uk>  
North West: <http://www.nwiep.gov.uk>  
South East: [http://www.direct.gov.uk/en/DI1/Directories/Localcouncils/DG\\_4003647](http://www.direct.gov.uk/en/DI1/Directories/Localcouncils/DG_4003647)

## Accessing the Framework Agreement

Prior to placing orders with the Suppliers on this Agreement, organisations wishing to use the CFA are required to gain access authority to the Agreement from PSG.

To gain access Participating Authorities should complete the Access Agreement at Appendix 1 and email it to [psg@kent.gov.uk](mailto:psg@kent.gov.uk) for approval. Once eligibility to use the CFA has been determined PSG will return the authorised Access Agreement and issue a unique contract reference access number, which is to be quoted on all correspondence when using this Agreement. This Access number is to be retained, by the Participating Authority, for the duration of the Agreement.

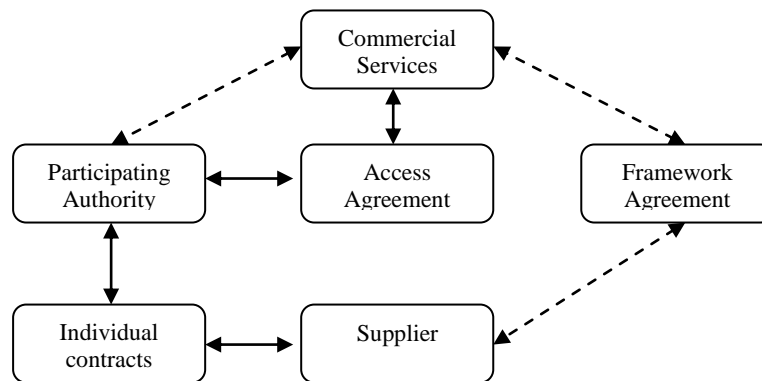
Suppliers to the CFA will be notified that access has been granted. Attempting to use the Agreement without the notified Access number will cause delays as clarification may be sought by the Supplier relating to approved status.

## Agreement Structure

This Agreement shall be available for a period of 4 years from **17<sup>th</sup> September 2012** until **16<sup>th</sup> September 2016**.

Participating Authorities will enter into a 'formal' contract with their chosen Supplier upon the terms agreed within the tender and any subsequent and agreed amendments (amendments may be made during a mini-competition).

The following diagram illustrates the relationship between all parties to the Agreement.



**Should additional information be required relating to the set up of the Framework Agreement, please contact PSG using the contact details above.**

## **Procuring Services from the Framework**

Once Agreement Access is granted it shall be the responsibility of the Participating Authority to engage with the Suppliers to the Agreement for the purposes of their individual requirement, via the Supplier Schedule, which will be forwarded to the registered Participating Authority by PSG.

The Participating Authority will have access to the CFA for the provision of the Services by either:

- Mini Competition - inviting all capable Suppliers to submit a bid,
- or
- Call-off - select via most economically advantageous tender (MEAT) - utilising tender scoring and indicative pricing as the reasons for selection.

A Participating Authority upon notification of access shall keep informed PSG of contract activity. When commencing a Mini-tender or enacting a call-off contract the Participating Authority should notify PSG by adding the email address [psg@kent.gov.uk](mailto:psg@kent.gov.uk) to the "cc" facility. The notified Agreement access number – C12077/XXXX – should be added to the subject field.

PSG as part of its Contract Management role shall contact Participating Authorities and Suppliers on a monthly basis requesting the following information:

- Total Value (£'s) of activity undertaken in the period per supplier
- Supplier service failures – their nature and how/if resolved
- In the case of mini competition prices offered

Failure to keep PSG informed of Agreement activity is likely to result in delays in contractual performance.

It is recommended that Participating Authorities undertake a Mini Competition to determine the most appropriate supplier for their needs. The exception being LOT 1 – Company Checks, where only one Supplier has been accepted and a Schedule of Rates is available.

When carrying out Mini Competitions Participating Authorities should use the following assessment criteria or part thereof:

- Indicative Pricing
- Quality of Service
- Terms and Conditions

Individual weightings and sub-criteria only may be applied by the Participating Authority and must always be advised to the tenderers as part of the Mini - Competition documentation.

If a Participating Authority elects to use the 'MEAT' selection method, scores achieved by the Agreement Suppliers and the indicative pricing will be advised by PSG once access has been granted.

Each Call Off Order placed shall be deemed as an individual Contract to be delivered under the terms of the CFA and in the case of a Mini Competition any other unique terms advised and agreed at time of Order. The Parties to the Contract shall be the Supplier and the Participating Authority, not Commercial Services (Kent County Council) or PSG. The Participating Authority shall be solely responsible for monitoring the supply under the Contract.

(NOTE: - A Contract is made on placement of a Purchase Order from the Agreement.)

There is no standard Mini Competition format, accessing parties may use whichever format they choose, **the only requirement is that the 'Agreement access number' be quoted on all correspondence.** (PSG are able to provide a standard form if required upon request.)

Timescales for return of Mini Competitions are to be determined by the Participating Authority and must be set to ensure that Suppliers are given sufficient time to submit a compliant bid.

Commercial Services, KCC nor PSG take any responsibility or liability for Contracts placed under this Framework Agreement.

### **Electronic Mini Tender Administration**

PSG are able to offer the facility of an electronic further competition process. On receipt of all relevant information PSG will administer the further competition as follows:

Option 1 – Use of PSG standard electronic Mini Competition format, upload Participating Authorities submitted information, collate, circulate and post clarifications, receive the Mini Competition submissions, forward to the Participating Authority for evaluation. Post evaluation, publish the award details.



Option 2 – A full support package including assistance with tender/quote format, advertising via portal as in option 1, response evaluation, organise presentations and on-going support.

Please contact PSG for further detail t.

### **Electronic Auctions**

During the life of this Agreement further competitions may be carried out by the use of Electronic Reverse Auction. This option is available to all Participating Authorities. All Suppliers on the Agreement that are able to meet the requirement will be expected to participate with this option.

PSG are able to offer a managed Electronic Reverse Auction facility. Please contact PSG for further detail.

### **Pricing Information**

Suppliers were asked to submit indicative prices as part of their tender return to support Participating Authority Call-off. Through further Competition improved pricing may be requested

Where provided this information can be obtained from PSG.

### **Framework Agreement Suppliers Contact Information**

The following table details the LOTs and the Suppliers awarded to each. Full contact detail of Suppliers on the Agreement will be supplied by PSG on issue of the access number. This information should be used to obtain quotations.

<b>Lot 1 - Company Credit Checks</b>	<b>Lot 2 – Person Checks</b>	<b>Lot 3 – Employee Checks</b>	<b>Lot 4 – Debt Prioritisation and Collection Services</b>
Dunn and Bradstreet	Capita Group	Capita Group	Liberata
	Equifax	Equifax	Transactis
	Robinson Way	G4S	Capita Group
			STA
			Robinson Way

If during correspondence with Suppliers on the list an accessing organisation is made aware of any discrepancy or change to the Supplier detail this should be made known to PSG at the earliest opportunity.

### **Contractual Terms**

The Agreement has a generic set of requirements; terms and conditions that all Suppliers have agreed to abide by. In addition Suppliers have submitted sets of terms and conditions relating to individual Contracts to be awarded under this Agreement. These terms may be modified slightly during a mini-competition process and such modifications will be unique to that individual Contract and not the main Agreement.

The Terms will be made available to the Participating Authority on issue of the access number.

## **PSG's commitment**

PSG is committed to ensuring the delivery of best value through this Agreement and will actively promote, manage and assist both Participating Authorities and Suppliers alike in the development of the Agreement.

- PSG will advise all Suppliers to the framework of Participating Authority and their unique access numbers
- PSG will be responsible for updating Supplier information and disseminating same to Participating Authorities.
- PSG will gather framework usage information from Participating Authorities and Suppliers
- PSG will monitor Supplier and Participating Authorities performance under this agreement
- PSG will carry out periodic benchmarking of the agreement
- PSG will assist in dispute resolution if requested to do so
- PSG will maintain spend analysis file by Participating Authority and Supplier
- PSG will maintain regular contact with Participating Authorities and Suppliers on the framework for the purposes of:
  - gather thoughts and views on how Framework is working for them
  - obtaining information on contract usage (spend)
  - inviting feedback on potential improvements
- PSG will be solely responsible for removing suppliers from the Framework

## Information Relating to LOTs

The following outlines the basic premise behind each LOT.

### LOT 1 – Company Credit Checks

**Background** - In order to assist organisations in the management of its Contracts and Suppliers it is necessary for the Participating Authority to carry out a series of background checks on its supplier base (current and potential) financial standing. These checks can be used to aid the Participating Authority in proactively eliminating risk to itself and its wider community. CRA's have long been a recognised route in obtaining these background checks.

**Basic Requirement** - The Supplier will be expected to carry out checks on companies and organisations at the request of the Participating Authority. A company or organisation for the purposes of this Agreement may be any company regardless of world geographic location.

- Credit Rating (i.e. 30/100)
- Credit Limit Key Financial information – turnover, pre-tax profit, shareholder funds etc. Ratio Analysis – to include as a minimum
  - Current ratio
  - Liquidity/Acid Test
  - Gearing
  - Debtor days
  - Debt ratio
- County Court Judgements (CCJ's)
- Bank details
- Directors
- Shareholder detail
- P&L and Balance Sheet summary
- Company History

Using the detail obtained from the above the Supplier shall provide the Participating Authority with a Low to High Risk based assessment of the subject that may be used to assist in determining how to proceed with the credit check target.

- Low Risk – represent no risk
- Medium Risk – some risk may be associated, more in-depth analysis should be sought
- High Risk – the detail obtained would indicate that the company should be avoided

## **LOT 2 – Person Checks**

**Background** – In the UK organisations lose millions of pounds due to fraudulent or deceptive claims. In many cases the claimants are aware of their deception and as such are committing a criminal act. It is often difficult for an organisation to spot or even recognise that it is the object of deception, this could be due to the complexity of the deception itself, the sheer volume of requests it has to process and the cost involved in carrying out checks.

Public Sector bodies and organisations are a major target for the fraudster, who might be claiming for a range of benefits that they are not entitled – Social Security fraud for example. With the UK Government announcing budgetary restraints and cut it's increasingly important to identify fraudulent and deceptive claims or claimants before any benefit is delivered and also to identify any existing benefit claims and payments that have been obtained through fraud or deception and to take appropriate action to reclaim the benefits and where appropriate prosecute those who make such claims. SSFA (Social Security Fraud Act) legislation outlines the provisions that Government bodies should follow in obtaining information about individuals in order to make a provision for the restriction of benefits for fraudulent claims and proceedings for such offences.

This LOT is solution led and may differ dependent on the requirement of the Participating Authority. The Supplier will be expected to work with the Participating Authority to develop a solution that fits the needs of the business.

**Basic Requirement** – To help a Participating Authority identify fraud and fraudulent activity the Supplier will be expected to work with the Participating Authority to carry out a range of checks and searches on named individuals or groups as requested and directed by the Participating Authority. These checks may include but not be limited to:

- Identity checks
- Contact detail (address, telephone numbers etc)
- Residency checks (rights to reside in the UK)
- Tenancy checks
- Bank account details
- Credit ratings
- Payment record (i.e. credit card defaults, loan defaults, mortgage defaults etc)
- Income checks
- Evidence of housing fraud or similar fraud
- Permit to Work checks
- Single person discount checks

The detail obtained by the Participating Authority from the CRA in relation to any person checks shall be used to obtain, by any and all legal means available to it, the return of any benefit already delivered, to refuse any fraudulent or deceptive claim and to pursue through a court of law any target who it believes is undertaking criminal activity in respect of the subject of the request for information.

### **LOT 3 – Employee Checks**

**Background** – The number of applications received for a position have increased dramatically making the selection of the right candidate an increasingly difficult skill. Organisations and interviewers rely heavily on the accuracy of the information provided by an applicant - from name, address and bank details through to qualifications, previous employment details advised on curriculum vitae (CV's). In some instances the sheer volume of candidates and lack of available resource means that accuracy checks and validation of data is not always carried out. On occasion failings in the accuracy of information provided do not become known during the selection process but becomes apparent after a position has been offered and accepted and the candidate is in situ.

**Basic Requirement** - The Supplier will be expected to carry out the following checks on job applicants at the request of the Participating Authority. These checks may include but not be limited to:

- CV validation (qualification, job verification)
- Identity checks
- Bank account validation
- Background checks
- Financial probity
- Rights to work

The detail obtained by the Participating Authority from the CRA in relation to any employee check shall be used in conjunction with its recruitment process in order to ascertain the suitability of a candidate for the role or position advertised or offered.

## **LOT 4 – Debt Prioritisation and Collection Services**

**Background** – Public Sector bodies often find that they have a significant amount of monies owed to them by the ordinary citizen and businesses (i.e. Council Tax, Individual Rent, Business Rents etc). In some circumstances a Participating Authority may not have the capacity or capability to undertake the prioritisation or collection of this debt and may require employing the services of companies who specialise in this field.

**Basic Requirement** - The Supplier will be expected to work with a Participating Authority to assist in developing a strategy for dealing with this important aspect of its business activity.

## **New or Specialist Services**

During the life of the Agreement it is expected that alternative and/or new Services and delivery methods will be or may become available for use that might enhance the information requirements of each LOT. The Supplier will be expected to make these Services known to the Contracting and Participating Authorities who may elect to use such Services should they deem them as adding value to their need. The process for selecting these Services will be the sole responsibility of the Participating Authority and not the Contracting Authority.

## **Additional Information**

PSG holds all the tenders submitted by Suppliers. If there is a requirement to view any additional information provided by the Supplier during the tender process or subsequent updates e.g. policies or insurance certificates please contact PSG quoting the CFA reference number for Credit Referencing and Fraud Investigation Services – C12077.

This CFA is one of an increasing number of Community Framework Agreements which are available on request. If you have any questions, require further information or need any advice and guidance please ring 01622 605794 or email: [psg@kent.gov.uk](mailto:psg@kent.gov.uk)

In addition to this CFA, PSG operate several other Community Framework Agreements including:

- Security
- Cleaning
- Catering
- Mobile Telephony
- Training
- Waste

PSG are a professional procurement unit within Commercial Services, a division of Kent County Council offering a full catalogue of procurement support to the public and third sectors including but not excluding any others, strategic development, outsourcing, contracting, category and contract management, innovative procurement solutions, spend analysis and training.

If you require further information, advice or guidance on this or any of the other Community Framework Agreements mentioned plus information on forthcoming CFA opportunities and activities as well as general procurement advice please contact Procurement Services Group at:

Email – [psg@kent.gov.uk](mailto:psg@kent.gov.uk)

Tel – 01622 605794

Fax – 01622 605084



PSG, for the benefit of the Public Sector, by the Public Sector

[www.procurementservicesgroup.org.uk](http://www.procurementservicesgroup.org.uk)



## Appendix 1 – Access Agreement

### Access Agreement for the Supply of Credit Referencing and Fraud Investigation Services, contract ref. number C12077

#### Framework Agreement Access Reference Number – (TBA)

Commercial Services, a business unit of Kent County Council (The Contracting Authority), hereby gives **name of requesting Authority (The Participating Authority)** permission to access the Framework Agreement for the supply of Credit Referencing and Fraud Investigation Services, contract reference number C12077 for the purpose of procuring the goods and or services as stated within the Agreement.

The Participating Authority in using this Agreement accepts and agrees that:

1. The Participating Authority has read and understood the Framework User Guide.
2. Should this be a multiple Supplier Agreement the Participating Authority will take full responsibility for the method of supplier selection. (The Contracting Authority recommends selection by way of mini-competition with all capable Suppliers, where any variation to the offering is required.)
3. The Participating Authority is creating individual Contracts between themselves and the Framework Agreement Supplier(s), of which the Contracting Authority is not in anyway a party to, and as a result the Participating Authority is entirely responsible for all activities and occurrences in the delivery of such Contracts.
4. The Participating Authority takes full responsibility for the payment of invoices related to all individual orders/Contracts placed by the Participating Authority on the Supplier(s) and the Contracting Authority accepts no liability for late or non-payment of invoices by the Participating Authority in anyway whatsoever.
5. The Participating Authority will supply the Contracting Authority upon request with information relating to Contract usage for the purposes of Contract management that may include, but not be limited to:
  - a. Contract spend
  - b. Supplier performance

During the life of the Agreement the Contracting Authority shall keep the Participating Authority informed of any changes to the Agreement that might have a fundamental and or material affect on the operation of the Agreement.

The Contracting Authority requires that the Participating Authority uses the Agreement responsibly, proficiently and in line with the requirements stated within the Agreement.

Should the actions of the Participating Authority bring the Agreement into disrepute, the Contracting Authority reserves the right to restrict future access to this and any other contracts let by the Contracting Authority.

Signed on behalf of and authorised by the Participating Authority:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Signed on behalf of and authorised by the Contracting Authority:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_