Community Services Directorate

Integrated Advocacy Service

Restricted Procedure

Invitation and Instructions to Tenderers

Keith Stewart

2rd Floor

Laurence House

Catford

London SE6 4RU

020 8314 6275

**Keith.Stewart@lewisham.gov.uk**

July 2018

**Contents**

1. INTRODUCTION 4

2. BACKGROUND & REQUIREMENTS 4

3. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER 5

4. PROCUREMENT TIMETABLE 7

5. SUBMISSION OF TENDER DOCUMENTATION 9

6. NON-CONSIDERATION OR REJECTION OF TENDER SUBMISSION 9

7. EVALUATION PROCESS 10

8. ACTION ON ACCEPTANCE 12

9. TENDERER'S WARRANTIES 13

10. TUPE 13

11. TENDER DOCUMENTATION ENCLOSED 14



Community Services Directorate

Integrated Advocacy Service

Invitation and Instructions for Tenderers

1. INTRODUCTION

1.1 Lewisham Council (the Council) invites you to submit a Tender for Integrated Advocacy Service on the terms and conditions set out in these Instructions and attached Contract Documentation.

1.2 The words and expressions contained in these Instructions for Tendering have the same meaning that is given to them in the Conditions of Contract and the Service Specification.

1.3 The Conditions of Contract to be used will be the Council’s Conditions of Contract, a copy of which is included in the tender pack.

1.4      This contract will be procured through a restricted process in accordance with the Public Contracts Regulations 2015. There will be 2 stages to the process. The first stage will require all interested organisations to **complete the standard selection questionnaire only**. This includes questions on the tenderer’s relevant experience. The standard selection questionnaires received will then be evaluated by the Council. This will determine which organisations will be shortlisted and invited through to the second stage.

1.5    Interested organisations should complete and submit the standard selection questionnaire **only** during the first stage and await the Council’s evaluation before continuing. Only Q.6.2 of the SSQ will be scored and this will be done using the same mechanism as in Table 1 of 7.3 below.  Following evaluation, all tenderer’s that achieve a minimum score of 7 for question 6.2 will be shortlisted and invited to tender

2. BACKGROUND & REQUIREMENTS

* 1. Lewisham CCG and the London Borough of Lewisham is seeking an outstanding independent advocacy service that will ensuring that vulnerable adults have their voice heard and ensuring that vulnerable adults are at the heart of assessment, care planning and review processes.
	2. Lewisham Commissioners are reconfiguring our existing advocacy contracts to establish an integrated advocacy service in order to provide help and assistance to individuals with general care needs and/or mental health issues, enabling them to express their wants and wishes, represent their needs and support them during safeguarding processes, needs or carers assessments, care and support planning or review processes.
	3. This integrated advocacy service will provide a single point access, ensuring that patients, their families and friend will be quickly directed to the most appropriate support to meet their needs.
	4. The successful Provider will need to demonstrate a proven track record in the delivery of advocacy services to local authorities over the last three years, have experience and processes in place for working collaboratively or in partnership in the delivery of an integrated advocacy service and be able to work across service boundaries.
	5. The areas that is being commissioned are;
	6. **Independent Mental Capacity Advocacy (IMCA)**; including **Deprivation of Liberty Safeguarding (DoLS) and Relevant Person Representative (RPR )** the local authority also has duty to ensure that IMCA is available to eligible patients that are assessed as not having the capacity to make decisions around their care, changes in accommodation and require independent advocacy support.
	7. **Independent Mental Health Advocacy (IMHA)**; this includes supporting people with Serious Mental Illness that meets the criteria for a IMHA service under Mental Health Act.
	8. **Care Act Advocacy (CAA);** again the places the duty on the Local Authorities to provide advocacy for patients who do not have the capacity to be involved in the planning and delivery of their treatment and support needs
	9. Many people who qualify for advocacy under the Care Act will also qualify for IMCA, and the same advocate can provide support as an advocate under the Care Act as under the Mental Capacity Act. This enables the person to receive seamless advocacy and not to have to repeat their story to different advocates.

2.10 It is expected that the successful tenderer will begin provision of the service(s) in Wednesday 2nd January 2019. This Agreement is for an initial period of three years, with the possibility of extensions totalling up to an additional two years, at the Council’s discretion.

3. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER

3.1 You must ensure that you are familiar with the content of and the extent and nature of your obligations as outlined in the Contract Documents and you will be deemed to have done so before submitting a Tender.

3.2 You are responsible for obtaining all information necessary for preparing your Tender. All costs, expenses and liabilities incurred in connection with preparing and submitting a Tender and, in the case of acceptance of the Tender by the Council, in connection with the execution of the Contract, shall be borne by the Tenderer.

3.3 You may request any information or raise any query in connection with the **Standard Selection questionnaire by Thursday 9th August 2018**. You may request any information or raise any query in connection with the Tender Documentation, including the terms and conditions of Contract, by written communication to the Council via the London Tenders Portal received at any time up to **noon on Friday 28th September 2018**.

3.4 The Council will respond to all reasonable clarifications as soon as possible through publishing the Tenderers’ questions and the Council’s response to them on the e-tendering portal (Clarifications Log). If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

3.5 If you have difficulty in complying with any specific provisions of the Tender Documentation you should provide to the Council all information and evidence via the London Tenders Portal, concerning such difficulty.

3.6 The Council may at its discretion consider the difficulty of making such amendments and may waive or amend the relevant provision without prejudice to all or any other provision of the Contract Documents or any rights or powers of the Council under the Contract. No such explanation, information, waiver or amendment shall be binding upon the Council unless made in writing and signed by the Executive Director for Resources and Regeneration. Any such explanation, information, waiver or amendment so provided shall be made available to all other Tenderers.

3.7 The Council may exclude from consideration any tender which is not submitted in full compliance with the instructions contained in this ITT. The Tender must be clear, concise and complete. The Council reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

3.8 The Contract Documents will remain the property of the Council and shall be returned with the Tender, or if no Tender is submitted, upon demand.

3.9 All information supplied by the Council in connection with this Invitation to Tender must be treated as confidential, except where such information is disclosed for the purposes of obtaining any Bond Undertaking or quotations from proposed sub-contractors and other information required to be submitted with the Tender.

3.10 Information supplied by the Council (whether in these Tender Documents or otherwise) is supplied for general guidance in the preparation of the Tender. You must satisfy yourself by your own investigation with regard to the accuracy of any such information and the Council accepts no responsibility for any inaccurate information obtained by you.

3.11 The fact that you have been invited to tender does not necessarily mean that you have satisfied the Council regarding any matters raised on the Standard Selection Questionnaire. As such, the Council makes no representation regarding your financial stability, technical competence or ability in any way to carry out the Services.

3.12 The Contract will be on the Terms and Conditions set out in the Tender Pack. The Council will not enter into any negotiations whatsoever on the Terms and Conditions of Contract after submission of tenders. It is therefore necessary for you to read the Terms and Conditions carefully and to take any advice you need before you formulate your tender. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment. Any tenderer who attempts to negotiate changes to the Terms and Conditions of Contract after the latest date for submission of tenders will immediately be eliminated from the competition.

3.13 If the terms of the Contract render the proposals in the Tenderer’s Tender unworkable, the Tenderer should submit a clarification in accordance with [Paragraph 3.3](file:///C%3A/Users/agnewm/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.IE5/K9QZQZ2A/Invitation%20to%20tender%20%28PCR%202015%29.rtf#co_anchor_a817202_1) and the Council will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.14 The Council reserves the right to:

1. Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
2. Choose not to award any Contract [or Lot] as a result of the current procurement process.
3. Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

3.15 The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

4. PROCUREMENT TIMETABLE

 The timetable for this Procurement is set out in the table below.

 This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the applicable procurement law. You will be informed through the London Tender portal if the Authority decides that changes to this timetable are necessary.

|  |  |
| --- | --- |
| **Activity** | **Proposed Date** |
| Advertisement of the Integrated Advocacy Service | 10th July 2018 |
| Standard Selection Questionnaire (SSQ) Clarification deadline | 9th August 2018 |
| SSQ return deadline | 16th August 2018 |
| SSQ evaluation | 20th August 2018 |
| ITT issued to shortlisted providers | 24th August 2018 |
| Clarifications deadline | 28th September 2018 |
| Tender return deadline | 5th October 2018 |
| Tender evaluation | 8th October 2018 |
| Contract award | 16th November 2018 |
| Contract commencement | 1st January 2019 |

Tender Documentation & Accompanying Information

4.1 The Tender must be submitted on the Tender Documentation enclosed with this Invitation, which must be completed in black ink or type, and it must be signed:

(a) where the Tenderer is an individual, by that individual;

(b) where the Tenderer is a partnership, by two duly authorised partners;

(c) where the Tenderer is a company, by two directors or by a director and the company secretary, such persons being duly authorised for that purpose.

4.2 If the Council requests documentary evidence of any authorisation referred to in instruction 4.1(b) and 4.1(c) above, you must produce that immediately.

4.3 You must submit the Tender in the manner and by the date and time stated in Instruction 5.1, which shall include:

(a) the completed and signed Form of Tender,

(b) the completed and signed Pricing Schedule, which shall include a breakdown of the calculation of rates and/or prices,

(c) Method Statements, policy and procedure documents, documentary evidence, as outlined in the following table:-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Main Criteria (& Weighting)** | **Weighting** | **Sub-criteria** | **Evidence** | **Method Statement** |
| Technical Ability to Deliver the Service (19%)\* | 7% | Based on your experience, how will you plan, develop and run the required service for Lewisham. In your response please describe your management and staffing structure for the service and outline any partnership or consortium arrangements. In the case of collaborative bids, please identify the proposed administrative location**.** | ✓ | MS 1\* |
|  5% | Describe how you would employ or have access to sufficient staff to operate the Integrated Advocacy Service | ✓ |  MS 2(a)\* |
| 2% | Describe specific personal qualities, qualifications, knowledge, training and skills your staff will need? Please provide staffing model, relevant Job Descriptions and Person Specifications and mobilisation plan. | ✓ | MS 2(b)\* |
| 5% | Please explain how you will develop clear, person centred and outcome focussed support, taking full account of the aspirations and choices of each person. How would you address the objectives and requirements of the Service Specification (statutory duties and various Acts) | ✓ | MS 3\* |
| Quality and Operational Competence (9%)\* | 5% | Describe how you will manage the transition for the current service users into the new integrated service (treatment continuity, safeguarded, etc) and how will this be measured? | ✓ | MS 4\* |
| 4% | Outline the system(s) you will put in place to demonstrate your performance against the key performance indicators as outlined in the service specification.  | ✓ | MS 5\* |
| Customer Care (4%) | 4% | Describe how you will work with key stakeholders to develop an effective single point of access, reducing the barriers for the service user(s) in accessing appropriate interventions | ✓ | MS 6 |
| Service Development (4%) | 4% | Describe how you will review and test the delivery of the services to show continuous improvement and how service users will be involved in this process during the length of the contract. | ✓ | MS 7 |
| Equality & Diversity (2%) | 2% | Describe how you would ensure that all elements of the service are fully accessible and culturally available and appropriate for the diverse communities in Lewisham In your response include all relevant policies, including, anti-discriminatory practice, etc.  | ✓ | MS 8 |
| Health & Safety (2%) | 2% | The safety of service users and staff is of utmost importance. Describe what measures you would put in place to ensure the safety and wellbeing of service users and staff is ensured.In your response please include all relevant policies including but not limited to Health and Safety policy and procedures, First Aid, Emergency and Fire procedures. | ✓ | MS 9 |

5. SUBMISSION OF TENDER DOCUMENTATION

5.1 You must submit an original of all submission documents via the London Tenders Portal for receipt by no later than noon on **Friday 5th October 2018** or such later date as the Council notifies to Tenderers.

5.2 Any Tender or any accompanying documentation submitted after such time and date may not be considered for acceptance by the Council.

5.3 Your Tender must remain valid and open for acceptance by the Council six calendar months after the date specified for the return of Tenders or such longer period as may be agreed with the Council.

5.4 If criteria are marked with an asterisk (\*) in the table above, then a tenderer’s submission must achieve a minimum score of 7 (see section 7.3 for the scoring basis); the council will reject any Tender which fails to meet this criteria.

6. NON-CONSIDERATION OR REJECTION OF TENDER SUBMISSION

6.1 Your Tender Submission may be rejected or not considered if you:

(a) fail to Tender to provide all of the Services required; or

(b) in any respect, don’t comply with the requirements ofthe Tender Documentation and these Instructions for Tendering; or

(c) make or attempt to make any variation or alteration to the terms of the Contract Documents except where the variation or alteration is expressly permitted in writing by the Council; or

(d) make any significant omissions from the Tender Documentation; or

(e) fix or adjust the prices, charges and rates shown in your Tender Submission:

(i) by or in connection with any agreement or arrangement with any other person; or

(ii) by reference to any other Tender Submission; or

(f) communicate to any person other than the Council the amount or approximate amount of the prices, charges and rates shown in your Tender Documentation; or

(g) enter into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices, charges and rates to be shown by any other Tenderer in its Tender Submission; or

(h) offer or agree to pay or give or do pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed Tender Submission any act or omission; or

(i) in connection with your Tender or the award of the Contract commit an offence under the Bribery Act 2010 or give any fee or reward, the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972; or

(j) have directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender Submission or who have directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tender or Tender Documentation submitted by any other Tenderer; or

(k) fail to use the English language;

(l) have breached the Employment Relations Act 1999 (Blacklisting) Regulations 2010 and not taken steps to ensure that any blacklisting does not reoccur;

provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council in respect thereof or to any criminal liability that such conduct by a Tenderer may attract.

6.2 Any breach of the terms stipulated in Instructions 6.1(e) to (l) will entitle the Council to termi nate at any time any existing or subsequent Contract(s) entered into between that Tenderer and the Council.

6.3 The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

7. EVALUATION PROCESS

7.1 The Council is not bound to accept the lowest or any Tender Submission and reserves to itself the right at its absolute discretion to accept or not accept any Tender Submission.

7.2 The Council will evaluate Tender Submissions on the basis of the most economically advantageous tender, assessed on the following weightings

|  |  |  |
| --- | --- | --- |
|  | Criteria and Sub Criteria | Weighting  |
| (a) | Financial detail including price | 60% |
| (b) | Technical ability |  |
|  |  | MS 1 | 7% |
|  |  | MS 2 (a) | 5% |
|  |  | MS 2 (b) | 2% |
|  |  | MS 3 | 5% |
| (c) | Quality and Operational Competence |  |
|  |  | MS 4 | 5% |
|  |  | MS 5 | 4% |
| (d) | Customer Care |  |
|  |  | MS 6 | 4% |
| (d) | Service Development |  |
|  |  | MS 7 | 4% |
| (e) | Equality and Diversity |  |
|  |  | MS 8 | 2% |
| (f) | Health and Safety |  |
|  |  | MS 9 | 2% |

7.3 Scoring of the tender bids received will be on the following basis:

|  |  |  |  |
| --- | --- | --- | --- |
| **Rating** | **Score** | **Level** | **Standard** |
| **FAIL** |  0 | Non-existent | Proposal absent |
|  1 | Inadequate | Proposal contains significant shortcomings and/or is inconsistent or in conflict with other proposals |
|  2 | Very poor | Proposal contains many shortcomings and/or is inconsistent or in conflict with other proposals |
|  3 | Poor | Proposal falls well short of achieving expected standard in a number of identifiable respects |
|  4 | Weak | Proposal falls just short of achieving expected standard in a number of identifiable respects |
| **PASS** |  5 | Barely adequate | Proposal just meets the required standards in nearly all major aspects, but is lacking or inconsistent in others |
|  6 | Adequate | Proposal meets the required standards in nearly all major aspects, but is lacking or inconsistent in others |
|  7 | Good | Proposal meets the required standard in all major material respects |
|  8 | Very good | Proposal meets the required standard in all major material respects and in a few of the minor requirements |
|  9 | Excellent | Proposal meets the required standards in all major material respects and nearly all of the minor requirements |
|  10 | Perfect | Proposal meets the required standards in all major material respects and all of the minor requirements |

7.4 The price score will be evaluated using the following methodology:

* The lowest price = maximum percentage score
* The maximum percentage weighting to be applied to price will be 60%
* The maximum score will be applied to the lowest priced tender
* The following formula will be applied to all other tenderers.

**Lowest price / tendered price x 60**

For example, assuming Lowest Price = 60%, and tendered prices have been submitted as follows:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Tenderer A | Tenderer B | Tenderer C | Tenderer D | Tenderer E | Tenderer F |
| Tender Price | £100,000 | £110,000 | £120,500 | £150,000 | £170,000 | £200,000 |
| Percentage points | 60 | 54.55 | 50 | 40 | 35.29 | 30 |

 7.5 The Council reserves the right to enter seek clarifications with Tenderers concerning any aspects arising from this invitation to tender after the submission of the Tenders. Such clarifications may include, (but are not limited to), the level and application of the rates, prices and financial arrangements contained within any Tender.

7.6 You may be required to give a demonstration of your competence to carry out the specified Services at a time and venue to be agreed. Such a demonstration shall be conducted by the person you propose to nominate as the Contractor’s Representative if your Tender is successful.

7.7 You should include within your rates all appropriate costs, expense and disbursements (exclusive of VAT); the cost for complying with the Conditions of Contract, general obligations to the requirements of the Specifications and all other items of work necessary to provide the Service to the reasonable satisfaction of the Authorised Officer, together with all liabilities and obligations, whether expressed or implied, incurred by or incumbent upon you pursuant to the Contract; and to any works required being undertaken safely, and in compliance with all Statutory provisions and other rules or regulations relating to the Contract, including the Health and Safety at Work etc. Act 1974 and any subsequent safety legislation.

7.8 You should be aware of all relevant legislation, Home Office and other guidance circulars. In particular, you may be required to ensure that the staff appointed are suitable with due regard to the Rehabilitation of Offenders Act 1974, from which staff would be exempt by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975. The Council may require all employees so engaged to accept vetting by the Council before any Contract can be awarded.

8. ACTION ON ACCEPTANCE

8.1 The matters identified in Instruction 4.3 as ‘Method Statements’ shall have the status of Provisional Method Statements until their subsequent incorporation in to the Terms and Conditions of Contract.

8.2 The Authorised Officer shall notify the successful Tenderer of areas in the Provisional Method Statements that they view as requiring further consideration before they are incorporated in to the Terms and Conditions of Contract.

8.3 You must make any amendments to the Provisional Method Statements that are agreed between you and the Council. Once the Authorised Officer is satisfied with their content, the Provisional Method Statements will be incorporated in to the.

8.4 On written acceptance of the Tender Submission by the Council, you will execute the Contract in the form enclosed with this Invitation.

8.5 If you fail to comply with any of the warranties given in your Tender Submission, the Council may (without prejudice to any other right or remedy available to it) terminate the Contract by notice to you having immediate effect.

8.6 The contract period will commence on the Contract Date, being the date on which the Council notifies the successful Tenderer in writing of the acceptance by the Council of the Tenderer's Tender Submission and until the successful Tenderer executes the Contract in accordance with the Council’s requirements, the terms of the Contract shall be binding from the Contract Date.

8.7 Where applicable, the Council will publish a Contract Award Notice in the Official Journal of the European Union (OJEU).

9. TENDERER'S WARRANTIES

9.1 In submitting your Tender, you warrant, represent and undertake to the Council that:

(a) you are willing to carry out the contract in accordance with this Invitation and the offer set out in the Tender Submission;

(b) you have not done any of the acts or matters referred to in Instruction 6 above and have complied in all respects with these Instructions for Tendering;

(c) all information, representations and other matters of fact (including without limitation those contained in a Standard Selection Questionnaire) communicated (whether in writing or otherwise) to the Council by you, your employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects;

(d) you have made your own investigations and research and have satisfied yourself in respect of all matters (whether actual or contingent) relating to the Tender and that you have not submitted the Tender and will not have entered into the Contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) that may have been made by or on behalf of the Council;

(e) you have satisfied yourself as to the correctness and sufficiency of the information you have inserted in the Pricing Document;

(f) you have full power and authority to enter into the Contract and provide the Services;

(g) you are of sound financial standing and have and will have sufficient premises, working capital, skilled staff, vehicles, tools, materials, other equipment and other resources available to you to provide the Service in accordance with the Contract;

(h) you have obtained all necessary consents, licences and permissions to enable you to provide the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable you to continue to do so; and

(i) you will not at any time during the Contract Period or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Council and that is for the time being in your possession, for the purposes of this Contract.

**10. STAFFING ISSUES: TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 AND PENSIONS (or “TUPE”)**

10.1 The service is currently provided by Advocacy for All and Voice Ability.

10.2 The Council understands that as an external Tenderer will be awarded this contract then the terms of the European Acquired Rights Directive 77/187 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (together “TUPE”) are likely to apply. If they are considered to be applicable then you should take into account, inter alia, the following requirements of the Directive:

(a) The need to consult with a recognised trade union;

(b) The need to maintain existing rates of pay and conditions of employment of employees; and

(c) The need for the successful Tenderer to accept liability in respect of claims for redundancy, unfair dismissal and all other claims related to employees of the current Provider who transfer to the successful Tenderer.

10.3 You are advised to seek independent professional advice on the effect of TUPE on your company should you be a successful Tenderer.

10.4 The Council's final view of the applicability of the Regulations will, however, depend ultimately on the consideration of any proposals submitted by Tenderers with their Tender Submission and recognises that such proposals may contain different TUPE implications. You are asked to indicate, when submitting Tenders, whether your rates and prices are based on TUPE applying or not.

10.5 In accordance with government advice, where a bid is submitted on the basis that TUPE would apply, the Council will need to be satisfied that a Tenderer is proposing to offer pension arrangements which are broadly comparable to those currently available to the staff.

10.6 Consequently, Tenderers who are tendering on a TUPE basis will be required:

(a) to include such proposals as part of its Tender; and

(b) where it is unable to provide benefits broadly comparable, to propose other changes so that the remuneration package being offered to transferring employees compensates for the absence of such provision.

10.7 The Council will reject TUPE-based tenders where no such proposals are provided by the Tenderer for inclusion with their Tender Submission.

10.8 The Council uses an independent professional actuary to assess all aspects of the proposed arrangements, and it is suggested that you should seek your own independent professional advice.

11. TENDER DOCUMENTATION ENCLOSED

11.1 The following table shows the Tender Documentation enclosed with this invitation, and the documents that you are required to return as the Tender Submission:

|  |  |  |
| --- | --- | --- |
| **Document Description** | **Enclosed** | **To be returned** |
| Invitation to Tender | YES |  |
| Specification | YES |  |
| Method Statements | YES | YES |
| Pricing Schedule | YES | YES |
| Form of Tender  | YES | YES |
| TUPE information  | YES |  |
| Draft Conditions of Contract | YES |  |
| Draft Form of Parent Company Guarantee | YES |  |
| Draft Form of Bond Undertaking | YES |  |
| Council's Code of Practice for Contractors, Suppliers and Service Providers | YES |  |