



**Community Services Directorate**

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**Healthwatch**

# **Invitation to Tender (ITT)**

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## **Contents**

1. INTRODUCTION.....	4
2. BACKGROUND & REQUIREMENTS.....	4
3. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER.....	5
4. PROCUREMENT TIMETABLE & TENDER DOCUMENTATION.....	7
5. SUBMISSION OF TENDER DOCUMENTATION.....	10
6. NON-CONSIDERATION OR REJECTION OF TENDER SUBMISSION.....	10
7. EVALUATION PROCESS.....	12
8. ACTION ON ACCEPTANCE.....	14
9. TENDERER'S WARRANTIES.....	14
10. STAFFING ISSUES: TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 AND PENSIONS (or "TUPE").....	15
11. TENDER DOCUMENTATION ENCLOSED.....	16



Lewisham

## Community Services Directorate

### Healthwatch

# Invitation to Tender

## 1. INTRODUCTION

- 1.1 Lewisham Council (the Council) invites you to submit a Tender for the provision of Healthwatch Services on the terms and conditions set out in this invitation to tender (ITT) and the 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 The contract will be between the successful Tenderer and the Council for the period of 3 (three) years with the option to extend for a period of 12 months (3+1).

## 2. BACKGROUND & REQUIREMENTS

- 2.1 The Health & Social Care Act (2012) local authorities who commission Adult Social Care services have a statutory duty to commission a local healthwatch that is independent of the Local Authority. Healthwatch Lewisham is required to provide a range of services that support individuals and communities with regards to its expectations on health and social care in their local areas.
- 2.2 Lewisham's Corporate Strategy 2018 -2022 has as one of its commitments that 'all health and social care services are robust, responsive & working collectively to support communities and individuals'. Lewisham's Healthwatch, as part of its role, will support the Council to deliver its commitment to local people.
- 2.3 The Health and Social Care Act 2012 also transferred the responsibility and funding to commission an NHS Complaints Advocacy Service to local authorities for 1<sup>st</sup> April 2013. The provision of independent advocacy is a legal requirement under section 248 (1) of the National Health Service Act 2006.
- 2.4 Independent advocacy in this instance relates only to the provision of assistance for Individuals making or intending to make an NHS complaint (which includes a complaint to the Health Service Ombudsman). This service is currently part of the Lewisham's healthwatch contract.
- 2.5 The delivery of a Healthwatch services in Lewisham allows residents to have a voice to effectively challenge and improve upon how health and social care



## Lewisham

services are provided. The Council would also be in breach of its statutory duties by not commissioning a local Healthwatch service. The impact of not providing Healthwatch services would leave residents without an independent body that champions their rights in relation to their use of health and social care.

- 2.6 Healthwatch Lewisham will be expected to build upon all the existing mechanisms for engaging with users of health and social care services. It will need to be accessible to all and establish productive relationships with service providers and a range of community and voluntary sector organisations.
- 2.7 The services will include:

Lot	Description
Healthwatch service	Provide a range of services that support individuals and communities with regards to its expectations on health and social care services in their local areas i.e. gather views & understand the experience of local people, promote & support the involvement of local people in the monitoring, commissioning and provision of local care services, make recommendations to healthwatch England, provide information and signposting to services and support for making informed choices, make people's views known to Healthwatch England & to other organisations. Provide a steer to help it carry out its role as national champion.
NHS Complaints Advocacy Service	This service will be accessible to residents throughout the Borough who wish to seek support to make a complaint about a NHS service

- 2.8 It is expected that the successful tenderer will begin provision of both services on 1<sup>st</sup> April 2020. This Agreement is for an initial period of 3 (three) years, with the possibility of extension for 12 months 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



## Lewisham

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 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 **30 September 2019**.
- 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 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



## Lewisham

Conditions of Contract after the latest date for submission of tenders will immediately be eliminated from the competition.

- 3.12 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 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.
- 3.13 The Council reserves the right to:
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
  - Choose not to award any Contract [or Lot] as a result of the current procurement process.
  - 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 & TENDER DOCUMENTATION

Activity	Proposed Date
Tender Issued	Monday 16 September 2019
Clarification Deadline	Monday 30 September 2019
Clarification Response Deadline	Wednesday 3 October 2019
Tender Return Deadline	Monday 21 October 2019
Tender Evaluation Period	Tuesday 22 October – Friday 1 November 2019
Moderation Date	Friday 1 November 2019
Earliest Award Decision	Wednesday 11 December 2019
Earliest Contract Commencement	Wednesday 1 April 2020

- 4.1 The timetable for this Procurement is set out in the table above. 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 the changes to this timetable are necessary.



## Lewisham

- 4.2 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.
- 4.3 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.
- 4.4 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; and
  - (c) Method Statements, policy and procedure documents, documentary evidence, as outlined in the following table:-

Main Criteria (& Weighting)	Sub-criteria Weighting	Sub-criteria	Evidence	Method Statement
Experience & Capability	5%	<p>Please demonstrate your experience of delivering a service, similar to the requirements set out in the specification. It should include and establish how you will ensure that your staff and volunteers have appropriate levels of knowledge, understanding and experience of services and policy.</p> <p>You should include details on the action you will take to ensure that staff and volunteers are trained and upskilled as the health and care landscape keeps changing. A case study can be provided to enhance/support answer.</p>	✓	MS 1
Project Management	5%	<p>Please outline a detailed and clear Project Plan for the service, including:</p> <ul style="list-style-type: none"><li>• Staffing (include key CVs)</li><li>• Recruitment &amp; retention</li><li>• Capacity</li><li>• Organisational structure including governance arrangements</li><li>• Risk Management</li><li>• Implementation plan for 1<sup>st</sup> April 2020</li><li>• Business Continuity Plan</li></ul>	✓	MS 2





## Lewisham

Equality Opportunity	6%	Please provide a plan of how you will ensure representative engagement from Lewisham's different communities, both within your governance and as part of service delivery, also making specific reference to the protected characteristics of the Equality Act 2010.	✓	MS 3
Communication	6%	Please provide a detailed plan of how you will actively influence local policies, strategies and planning of health and social care services, working both collaboratively and as a 'critical friend' with commissioners and providers. You should consider what would be Healthwatch's key role within this. (3%)  Please also describe how you will engage local people to support the development & operation of the service. (3%)	✓	MS 4
Continuous Improvement	6%	Clearly demonstrate how you will quality assure the effectiveness of Healthwatch & provide value for money. Describe the approaches & systems that your organisation will use to make these judgements.	✓	MS 5
Service Outcomes & Delivery	6%	Please provide a clear and detailed proposal explaining how you would ensure you meet the outcomes set out in the service specification, including what you will measure to demonstrate success, outlining how the outcomes will be met.	✓	MS 6
Service Development & Accessibility	6%	Please provide details on how you intend to provide information and signposting, NHS complaints advocacy & other service highlighted for Lewisham residents, ensuring that these are accessible across a wide range of individuals and communities and how you will measure effectiveness.	✓	MS7
Social Value	10%	Please explain how you will meet the social value KPIs in 4.5 ( below), along with any additional economic, social & environmental benefits that are on the list of KPIs that you can also provide as part of this service.	✓	MS 8



## Lewisham

### 4.5

### SOCIAL VALUE KPIs

	SOCIAL VALUE KPIs	Measure	Target
1	No. of LBL residents employed	% of people employed on the contract	
2	No. of LBL residents securing apprenticeships	Being paid NMW 21 rate	
3	No. of LBL residents on work experience	Minimum time	
4	No. of local businesses accessing sub-contracting opportunities	Amount of £ to be spent locally	
5	Modern Slavery Statement	Company to have one	
6	Volunteering opportunities for LBL residents	Set number of hours agreed	
7	Support specific healthy living initiatives in Lewisham such as sugar smart	Accreditation	
8	No. of school engagement offers delivered to LBL schools	No. of LBL schools engaged	

- 4.6 It is expected that any Method Statement **not** marked with an asterisk (\*) in the table at section 4.3 above, must achieve a minimum score of 5 as standard. Any score below this will be deemed non compliant, and the Council will reject the Tender.

## 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 21 October 2019 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 Calendarar months after the date specified for the return of Tenders or such longer period as may be agreed with the Council.

## 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 of the Tender Documentation and these Instructions for Tendering; or



## Lewisham

- (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;
- (i) 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 terminate 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.



Lewisham

## 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 weighted:

(a)	Financial	50%
(b)	Experience & Capability	5%
(c)	Project Management	5%
(d)	Equal Opportunity	6%
(e)	Communication	6%
(f)	Continuous Improvement	6%
(g)	Service Outcomes & Delivery	6%
(h)	Service Development & Accessibility	6%
(i)	Social Value	10%

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

Rating	Score	Level	Standard
<b>FAIL</b>	0	Non-existent	Proposal absent. The response is deemed unacceptable.
	1	Inadequate	Proposal contains significant shortcomings and/or is inconsistent or in conflict with other proposals. The response is deemed unacceptable.
	2	Very poor	Proposal contains many shortcomings and/or is inconsistent or in conflict with other proposals. The response is deemed unacceptable.
	3	Poor	Proposal falls well short of achieving expected standard in a number of identifiable respects. The response is deemed unacceptable.
	4	Weak	Proposal falls just short of achieving expected standard in a number of identifiable respects. The response is deemed unacceptable.
<b>PASS</b>	5	Barely adequate	Proposal just meets the required standards in nearly all major aspects, but is lacking or inconsistent in others. <b>Note:</b> a barely adequate response may include some strong reservations.
	6	Adequate	Proposal meets the required standards in all major aspects but is lacking or inconsistent in other areas. It confirms that the Tenderer can deliver the requirements through evidence of relevant ability, understanding, skills, resources and quality measures. <b>Note:</b> an adequate response may include some reservations.



## Lewisham

	7	Good	Proposal meets the required standard in all major aspects but lacks detail in some areas. <b>Note:</b> a good response response may include minor reservations.
	8	Very good	Proposal meets the required standard in all aspects. <b>Note:</b> a very good response may include a small number of minor reservations.
	9	Excellent	Proposal meets and exceeds in some areas. It builds a level of confidence that the Tenderer can deliver the requirements through evidence of relevant ability, understanding, skills, resources and quality measures. <b>Note:</b> an excellent response should not include any major reservations.
	10	Perfect	Proposal meets and exceeds in all areas. It builds a high level of confidence that the Tenderer can deliver the requirements through evidence of relevant ability, understanding, skills, resources and quality measures; <b>Note:</b> a perfect response should not include any major or minor reservations.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.



## **Lewisham**

### **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 Pre-Qualification 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;



## Lewisham

- (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 Healthwatch Solutions, Community Waves
- 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.



## Lewisham

- 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
Standard Selection Questionnaire	YES	YES
Council's Code of Practice for Contractors, Suppliers and Service Providers	YES	
Specification	YES	
Draft Conditions of Contract	YES	
Draft Form of Parent Company Guarantee	YES	
Draft Form of Bond Undertaking	YES	
TUPE information	YES	
Form of Tender	YES	YES
Pricing Schedule	YES	YES
Method Statements	YES	YES