

## **Tender Brief: Specialist Legal Support for ECW Pre-Transfer Planning**

### **1. Introduction**

Enterprise Cheshire and Warrington (ECW) is a company limited by guarantee wholly owned by the three unitary authorities in Cheshire and Warrington. It was formerly the Local Enterprise Partnership (LEP) for the area and brought across its staff, funding role and assets when it transferred to LA ownership in 2024.

Cheshire and Warrington is part of the Government's devolution priority programme and will be creating a Combined Authority for the sub-region in Spring 2026. The Combined Authority will take on responsibility for the strategic economic development of Cheshire and Warrington, a role formerly undertaken by the LEP and, more recently, ECW.

With the establishment of a new Combined Authority (CA), it is anticipated that some or all functions currently delivered by ECW and CWTB may transfer either to one or more of the sub-region's local authorities, to the CA or to another body. No final decisions have yet been made, and the scope, scale, and nature of any transfer remain under active consideration.

The company is seeking to appoint a provider of specialist legal advice to help with those discussions, supporting pre-transfer planning and due diligence on the potential transfer of some or all of ECW's functions, assets, and responsibilities. This support will be commissioned through a retainer and call-off contract.

The appointed provider must be able to advise across a broad spectrum of organisational, corporate, public law, employment, and commercial matters, and respond quickly as the transfer landscape becomes clearer.

This is a low-value procurement, and ECW intends to award a single contract to the bidder offering the most economically advantageous tender.

### **2. Background**

ECW is jointly owned by three Local Authorities and is responsible for delivering a broad range of activities supporting sub-regional economic growth. Cheshire & Warrington Tourism Board (CWTB) is a wholly owned subsidiary of ECW and delivers functions aligned with this agenda.

ECW has historically delivered the full breadth of the sub-regional economic development agenda. As functions are expected to transfer to the CA or be divided among its Constituent Members, ECW requires legal support that can respond flexibly to a wide range of possible scenarios. These may involve, but are not limited to:

- governance and constitutional implications
- transfer or winding-down of functions
- treatment of assets, funding streams, reserved matters, and liabilities
- TUPE, staffing, and organisational change considerations
- intellectual property, data, digital platforms, and contractual novation
- ongoing projects, grant-funded activities, or programmes with multi-year commitments
- relationships with subsidiary bodies
- the potential need for transitional arrangements or interim delivery models

At this stage, no final decisions have been taken on the structure or scale of any transfer. The options under consideration may evolve as discussions progress with the CA, Constituent Members, and government. As such, ECW may require advice on some, all, or none of the above issues, and on other matters that may emerge.

ECW therefore require access to flexible and responsive legal support to ensure that all pre-transfer activity is legally compliant, risk-managed, and fully documented.

### **3. Scope of Requirement**

The appointed provider will be expected to advise ECW across a **wide range of potential issues**, reflecting the uncertainty at this stage regarding the final transfer arrangements. Support may involve, but is not limited to:

#### **3.1 Legal & Governance**

- Corporate structure and constitutional implications
- Options for transfer of functions or assets
- Treatment of liabilities, reserves, and ongoing commitments
- Support for decision-making processes (local authority and company law)
- 

#### **3.2 Assets, Contracts & Funding**

- Contract review, variation, assignment, or novation
- Treatment of multi-year grant funding and delivery obligations
- Intellectual property and digital systems
- Property, leases, and asset transfer considerations

#### **3.3 Workforce & HR**

- TUPE considerations
- Organisational change, staffing implications, and related risks

- Transitional staffing arrangements, if required

### **3.4 Subsidiaries & Related Entities**

- Implications for CWTB as a wholly owned subsidiary
- Treatment of any joint programmes or shared governance arrangements

### **3.5 Emerging and Unforeseen Issues**

Given the evolving nature of the CA's formation, additional areas of legal support may be required where new scenarios emerge.

The provider must therefore be able to supply advice rapidly, handle highly interdependent issues, and respond in a way that supports ECW's need for clarity, legal assurance, and appropriate risk management.

---

## **4. Contract Structure**

- The contract will operate on a **retainer plus call-off** basis.
- ECW will draw down support as required, depending on emerging priorities.
- The provider must offer clear hourly/day rates for different specialisms as well as a retainer proposal.

---

## **5. Expected Outcomes**

The appointed provider will help ECW to:

- Understand the legal implications of each transfer option
- Identify and mitigate risks across all relevant workstreams
- Document decisions and options clearly and lawfully
- Ensure compliance with company law, public law, and relevant statutory duties
- Support ECW in engaging with Constituent Members and the new CA

---

## **6. Supplier Requirements**

Bidders must demonstrate:

- Strong expertise in public sector transfers, governance, and reorganisation
- Capability across multiple legal disciplines (e.g., public law, corporate, employment, commercial, property)

- Experience working with local authorities, combined authorities, or similar governance environments
- Capacity to operate flexibly under uncertainty and evolving policy contexts

---

## 7. Contract Duration

The contract is expected to run for an initial period aligned with the CA transition timetable, with an option to extend if required.

### 5. Tender Submission Requirements Tenderers must provide:

- 5.1 Method Statement (max 3 pages) covering approach, understanding of risks and key legal issues, and proposed timeline.
- 5.2 Team Details including relevant experience of key personnel.

### 6 Pricing to include a call off and retainer model

- 6.1 Examples of Similar Work (max 2).
- 6.2 Confirmation of Insurance (PI cover).
- 6.3 Conflict of Interest Declaration.

Activity	Date
Invitation to Tender (ITT) Live	12 <sup>th</sup> December 2025
Deadline for queries	18 <sup>th</sup> December 2025
ECW response to queries via email to all tenderers	24 <sup>th</sup> December 2025
Tender submission deadline	05 <sup>th</sup> January 2025 by 17:30pm
Evaluation of submissions	07 <sup>th</sup> January 2025
Interviews, if required	12 <sup>th</sup> January 2025
Bidders notified of contract award	14 <sup>th</sup> January 2025
Contract signing	16 <sup>th</sup> January 2025
Contract to start	19 <sup>th</sup> January 2025

Tenders must be submitted to Debbie Simpson,  
[Debbie.Simpson@cheshireandwarrington.com](mailto:Debbie.Simpson@cheshireandwarrington.com)

Late submissions may not be considered.

### Conflicts of Interest

Tenderers must declare any actual or potential conflicts. ECW reserves the right to exclude tenders where conflicts cannot be managed.

## **9. Evaluation**

Tenders will be assessed on the basis of:

Quality of Method Statement - 30%

Relevant Experience - 30%

Price - 20%

Capacity & Availability - 20%

ECW intends to award the contract to the highest-scoring tenderer following evaluation. The Authority is not obliged to award a contract and may cancel the procurement at any stage.

## **Terms & Conditions**

The contract will be let under ECW's standard terms and conditions.

## **Clarifications**

Clarification questions must be submitted to;

[Debbie.Simpson@cheshireandwarrington.com](mailto:Debbie.Simpson@cheshireandwarrington.com).

Responses will be shared with all tenderers unless commercially confidential.

## **Confidentiality & Data Protection**

All information provided must be treated as confidential. Tenderers must comply with UK GDPR and the Data Protection Act 2018.