



I am writing to request information under the Freedom of Information Act 2000 regarding your tender process for Public Health Funerals / Genealogy Services / Next of Kin Search Services.

Specifically, I would like to request the following information:

1. Are you currently putting this work to tender?

Wigan Council have recently tendered for a Community Funeral Service (contract awarded January 2025). The tender pack (which is public information) is attached. We have never tendered for a genealogy service / next of kin service.
2. Which procurement website do you use for this?

Proactis – The Chest –  
[www.the-chest.org.uk](http://www.the-chest.org.uk)
3. What evaluation criteria is used to assess the bids?

It is outlined in the attached tender pack.
4. What was the name of the last successful supplier and the contract value? When is this contract due to finish?

Co-op Funeralcare  
The Business Development Team  
12<sup>th</sup> Floor, Angel Square, Manchester,  
M60 0AG – the contract end date is within the tender pack attached to this response.
5. Is there any published information about the winning bidder's proposed solution (if available).

There is no published information about the winning bidder's proposed solution. You could contact the winning organisation to seek further information.



# Service Specification

## Community Funeral Service.

November 2024

## Introduction.

Wigan Council have a statutory duty under the provisions of Section 46 of the Public Health Act 1984 to arrange a funeral for a person who passes away within the Wigan Borough and next of kin, relatives or friends are unable to arrange their loved one's funeral. The Community Funeral Service is designed to ensure all individuals are treated with dignity and respect, receiving a service that celebrates their life around their passions and interests.

Whilst providing a funeral is a statutory duty, Wigan Council are really proud of the service we offer, not only providing a dignified and respectful funeral but also being mindful of the persons wishes, religious beliefs, interests and taking the time to understand what was important to the person during their living years. It is important that a like-minded approach is taken by the appointed funeral director, who will take care of family, friends and neighbours of the person, until such time as the person is laid to rest.

The appointed funeral director shall ensure that every person employed by them in and about the provision of this service is properly and sufficiently trained and instructed with regards to:

- The tasks or task that person must perform.
- All staff must be properly dressed in appropriate clothing when carrying out the services under this contract.
- Staff must show sensitivity and respect to those attending a funeral service or committal and act in a manner always fitting the occasion, having a caring and compassionate manner, as well as treat the deceased, their loved ones, and friends with dignity.

## Progress with Unity

Wigan is an amazing place to get things done, with a culture that fosters positivity, courage, accountability, and kindness, rooted in asset-based ways of working and permission to do things differently. Geographically,

Wigan lies between the major cities of Manchester and Liverpool and affords great transport links, making Wigan an ideal destination to live, work and visit.

The year 2024 marks 50 years since Wigan Borough was formed and the challenges and opportunities our communities are living through are significantly different to what they once were, this requires a bold response, and we are now moving forward into our next phase - Progress with Unity: A New Era for Wigan Borough.

Our **New Era** is a movement for change over the next decade, it sets out to build on the success and opportunities created during the last 10 years but also incorporating lessons we have learned. Within this movement, two key missions have been identified that the us, as a council, and its partners are committed to delivering:

- **Create fair opportunities for all children, families, residents and businesses**
- **Make all our towns and neighbourhoods flourish for all.**

These missions are underpinned by action plans that will focus on community wealth and health building, tackling long term inequalities and supporting communities to fulfil their potential. Underpinning delivery on these priority areas are a number of enabling and transformation programs. These will strengthen our Team Wigan culture and behaviour's as well as invest in our workforce, deliver a greater commitment to neighbourhood working and person-centred services alongside deeper community engagement and a culture that embraces co-production. Throughout 'Progress with Unity' we will strengthen the way we work, ensuring that we are following dependable ways of working which takes a person-centred approach to achieve long lasting change.

## **Community Wealth Building and Social Value in Wigan**

We are committed to ensuring that public money spent in Wigan has the widest possible impact on the local economy, delivering wider social value for its residents. In this context we are particularly keen to attract and work with locally owned businesses that employ, buy, and invest local. However, we recognise and value the role of providers with an operating presence that reaches beyond the borough, but who can localise their approach as part of their social and financial commitment to Wigan as a place and community.

All Contractors to Wigan Council must commit to employing the highest ethical standards in every area listed in all sections of the Council's Ethical Commissioning and Social Value policy, in their own operations and those within their supply chain. In addition, social value principles and practices apply to providers and their supply chain ensuring maximum benefits are gained for improving economic, social and environmental wellbeing.

Community Wealth building focuses around achieving maximum possible value from every pound of public money that we spend. This means taking into account the cost of each contract, but it also encompasses a broader evaluation of the value of each contract, including the wider social, economic and environmental outcomes each contract can deliver.

We want to build a strengthened partnership of socially minded organisations characterised by:

- Business models which channel investment to local communities whilst still delivering steady financial return and profit.
- Employment strategies which promote recruitment in low-income areas, inclusive employment practices, supported employment, apprenticeships, supporting unwaged carers and the Greater Manchester Carers Charter, decent reward and recognition packages and inspiring progression routes.
- Using local supply chains, small businesses, local enterprises for goods and services, as these types of businesses are more likely to support local employment and invest in local communities.

We will support providers who can demonstrate their potential to generate social value and build community wealth by way of training, finance and business support where appropriate.

## How we work in Wigan – Progress with Unity

It has been a new way of delivering public services where staff are positive, accountable and have courage to do things differently. We always do things with our residents in our minds. It has been about our organisations getting a deep understanding of local communities and working together across public services in common geographies, building relationships and getting to know each other.

## The Service

Wigan Council are seeking to partner with a likeminded Funeral Director, who will hold up our values. The provider of this service is expected to work in partnership to ensure an accessible, seamless and compassionate service is provided.

## Service Aims and Objectives

We have a vision to ensure people have access to a high-quality service that delivers in a compassionate and caring manner. We want to ensure that service delivery is rooted in a dignified manner, linking in with the person's family, friends and neighbours to provide a funeral which is in keeping with the person's wishes.

All members of the partnership will adhere to Wigan Council safeguarding procedures, ensuring that individuals are safeguarded, and any concerns are raised accordingly.

## Workforce

In delivering the outcomes, the Provider will ensure service delivery is underpinned by a set of values and characteristics that support the principles of the Council's **New Era – Progress with Unity**.

The service and its workforce are required to exhibit the BeWigan and BeWigan Manager behaviours. The BeWigan behaviours are a guide to how employees are expected to approach their work to enable them to achieve positive outcomes and employ a solution-focused attitude. The four behaviours underpinning it are:

**Be Positive** is all about taking pride in what you do, where you work and the service you offer to our customers. It's also about celebrating our achievements and recognising a job well done

**Be Accountable** is all about how we deliver our services, how we can work with partners and colleagues in a smarter way and the ways in which we can commit to making improvements

**Be Courageous** is all about being open to doing things differently and being prepared to have a different conversation.

**Be Kind** – Be helpful, generous and thoughtful towards yourself and others.

Any line managers in the service are expected to demonstrate the BeWigan Manager behaviours which help staff to be the best that they can be. The three manager behaviours are:

**Inspire** - leading by example and helping others to see the bigger picture

**Care** - showing genuine concern for people as individuals and valuing their contribution

**Engage** - connecting with others both within and beyond the organisation.



COMMUNITY FUNERAL SERVICE

TENDER REFERENCE – 616

INVITATION TO TENDER

TENDER INFORMATION AND INSTRUCTIONS.

**CONTACT OFFICERS**

[Redacted Name]

Customer Directorate

Wigan Council

Library Street

Wigan. WN1 1YN

Email: [Procurement@wigan.gov.uk](mailto:Procurement@wigan.gov.uk)

December 2024

## Important Notice

The contents of this Invitation to Tender (ITT) and of any other documentation made available to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tender will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issues or amend any aspect of the ITT.

All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

The Council reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendments shall be numbered, dated and issued by the contact officer(s) named above. Where amendments are significant, the Council may at its discretion extend the return date for receipt of tenders.

By issuing this invitation to tender the Council is not bound in any way and does not have to accept the lowest or any tender.

The Council reserves the right to accept the whole or any specified part of the tender unless the tenderer expressly stipulates otherwise.

You will not be entitled to claim from the Council any costs or expenses which you may incur due to this invitation to tender whether or not your tender is successful. The Council reserves the right to cancel the tender process at any point. The Council is not liable for any cost resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.



You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

The Contracting Authority has the discretion to waive non-compliance with the requirements of an ITT if it is necessary to do so to ensure equality, transparency and proportionality of the procedure as a whole and doing so does not offend against those same principles.

## Freedom of Information Act and Environmental Information Statement

The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).

As part of the Council’s obligation under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

If Tenderers, consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **“Not for disclosure to third parties”** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR or is it to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

- Has not been clearly marked as “Not for disclosure to third parties” with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

- Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

## Clarification Meetings, Site Visits and Interviews

The Council reserves the right to hold clarifications meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.

Tenderers may be required to make available key members of their delivery team who will be responsible for the provision of the Contract to demonstrate their understanding and approach as outlined in the Tender and to allow the Council an opportunity to clarify any aspect of the Tender.

## Transfer of Undertakings (Protection of Employment)

Transfer of Undertakings (Protection of Employment) Regulations 2015 (as amended) EU Council Directive:

1. The Council considers that in the event of this contract being awarded other than to the present contractor, then the terms of the EU Council Directive on Acquired Rights and/or the Transfer of Undertakings (Protection of Employment) Regulations 2015 (as amended) (“TUPE”) may apply.
2. If the event that TUPE does apply, upon which the tenderers must reach their own view, tenderers should take into account the following requirements which would then arise:
  - i) The need to inform and consult with recognised trade unions or other appropriate workforce representatives.
  - ii) The need to maintain existing rates of pay and conditions of employment of employees; and

- iii) The need for a successful tenderer subject to paragraph 5 below to accept liability in respect of claims for redundancy payments, unfair dismissal and all other claims related to previous employees.
- 3. The Council will provide to tenderers such employment details of the workforce presently employed in connection with the Services as may be provided by the present contractor only on receipt of a written undertaking on the part of tenderers that such information will be treated as strictly confidential and will be used for no other purpose than in connection with the submission of a tender for the services.
- 4. You are advised to seek independent professional advice as to the application and the effects of the Directive and/or the Regulations on your Company/Firm should you be in the position of being the successful tenderer.
- 5. The Provider shall permit the Commissioner to use the information for the purposes of TUPE and of re-tendering. The Provider will co-operate with the re-tendering of the Service by allowing the new provider organisation to communicate with and meet the affected employees and/or their representatives.
- 6. The Provider agrees to indemnify the Commissioner fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under this clause.
- 7. The Provider agrees to indemnify the Commissioner from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which this Agreement is terminated and/or transferred to any third party ("Relevant Transfer Date") arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.
- 8. In the event that the information provided by the Provider in accordance with this clause becomes inaccurate, whether due to changes to the employment and personnel details of the affected

employees made subsequent to the original provision of such information or by reason of the Provider becoming aware that the information originally given was inaccurate, the Provider shall notify the Commissioner of the inaccuracies and provide the amended information.

9. The provisions of this clause shall apply during the continuance of this Agreement and after its termination howsoever arising.

## Staffing Information

The incumbent provider of the current Community Funeral Service contract considers that TUPE does not apply.

## Wigan Council's Deal for Business

As part of the Council's Deal for Business Contractors are requested to agree to voluntary commitments for:

- As a priority and where appropriate to utilise the local supply chain.
- Employment of a high percentage of local labour.
- Providing Wigan Council with early notification of planned vacancies in respect of new or major developments.
- Working with Wigan Council staff to identify suitable vacancies that can be offered as an apprenticeship/traineeship with appropriate training programme.
- Placing appropriate employment and training vacancies with designated council partners.
- As a priority and where appropriate, recruitment of local unemployed people into new job opportunities.
- Support with targeted employment opportunities for our complex dependency cohorts (Confident Families; Work Programme Leavers; Wigan & Leigh Housing clients, Supported Employment etc).
- Demonstrable proof of investment in the Borough.

- Regular liaison and update with the Economic Development Team to ensure that the contractor is updated on opportunities and that the above information is provided.

The tenderer is expected to acknowledge a willingness to co-operate with the above within their tender submission.

The successful tenderer will be contacted by a Wigan Council representative to discuss the requirements in more detail, and it is expected the successful tenderer will support this process.

## Business Apprenticeship Grants

Employees with a base in the Borough may be interested in the apprenticeship grants currently available from Wigan Council. There are two schemes running, offering grants of up to £5,000 where eligibility criteria is met.

Full details are available on <https://www.wigan.gov.uk/Business/Business-Support/Apprentices/index.aspx> website, where you can also apply online. Local organisations can access a variety of support with apprenticeships.

To find out more, call 01942 489177 or email [business@wigan.gov.uk](mailto:business@wigan.gov.uk).

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## Summary Instructions and Details of Contract

Item	Contract Details
The Chest Reference:	DN754973
Procurement process utilised:	This procurement adheres to Chapter 3 of Part 2 of the Public Contracts Regulations 2015 (also known as the "light touch" regime). The process adopted uses the primary methodology of an open tender, but the Council reserves the right to make such adjustments as are required to facilitate the process. The Council will ensure that the tender process is, and will remain, fair and transparent.
Contract Description:	<p>Wigan Council have a statutory duty under the provisions of Section 46 of the Public Health Act 1984 to arrange a funeral for a person who passes away within the Wigan Borough and next of kin, relatives or friends are unable to arrange their loved one's funeral.</p> <p>The Community Funeral Service is designed to ensure all individuals are treated with dignity and respect and service delivery is rooted in a dignified manner, linking in with the person's family, friends and neighbours to provide a funeral which is in keeping with the person's wishes.</p>
Financial Information:	The value for this contract is £29,000.00 per annum or £87,000.00 over the 3-year contract period (inclusive of any extension option)
Scope:	The service will be accessible to residents of the Wigan Borough.
Geographical focus:	Borough Wide
Period of Contract:	The initial contract period is two years with the option to extend for a further year giving a potential overall contract period of three years.
Procuring officers:	Vicki Calderbank Customer Directorate, Wigan Council, Wigan Town Hall, Library Street, Wigan, WN1 1YN Email: <a href="mailto:Procurement@wigan.gov.uk">Procurement@wigan.gov.uk</a>

Questions or Clarifications	In the interest of transparency and openness any questions or requests for clarification in relation to the tender process must be submitted via 'The Chest'.
Submission instructions:	Electronic upload via 'The Chest' e-procurement portal at: <a href="http://www.the-chest.org.uk">www.the-chest.org.uk</a> .
Date/time for Tender return:	<b>9<sup>th</sup> January 2025 at 12 noon.</b>  Submissions will be received up to the above deadline. The Council does not undertake to consider tenders received after the return date/time. Those received before the return date/time will be retained unopened until then. For information regarding uploading information to 'The Chest' please refer to the attached guidance note accompanying these Tender documents.

## Timetable

NB this timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s) / Times
Issue of Invitation to Tender	5 <sup>th</sup> December 24
Deadline for questions	2 <sup>nd</sup> January 25
ITT Submission Deadline	9 <sup>th</sup> January 25
Outcome letters to bidders	22 <sup>nd</sup> January 25
Service Start Date	7 <sup>th</sup> February '25

## About These Instructions

These instructions are designed to ensure that all tenderers are given equal and fair consideration. It is important therefore that you provide all the information requested in the format and order specified.



Full details of the service needs under the Contract and other relevant information is provided in the accompanied Service Specification. All enquiries concerning this Invitation to Tender should be submitted via 'The Chest' e-procurement portal [www.the-chest.org.uk](http://www.the-chest.org.uk).

We will only provide information and answer any enquiries via 'The Chest' portal ([www.the-chest.org.uk](http://www.the-chest.org.uk)). We will keep the source of any questions confidential however we must make all questions and answers available to all providers. In doing this we are unable to amend the questions and they will be made available in their entirety as they are submitted. Please do not include any information in questions that you are not prepared to have made available to others.

If Tenderers have any questions about the Invitation to Tender, such questions should be submitted to the Council using the 'Messages' facility within the opportunity advertised on The Chest. A copy of the question and a copy of the written reply may be circulated to all tenders, with anonymity of the tenderer preserved. Tenderers must not raise questions through any other channels, including emails direct to the Council. No questions will be responded to, other than those raised through The Chest as described above.

It is critical that the documents are read carefully prior to completion. Any questions which are received after 12 noon on the date stated within the timetable above may not be considered.

**NB** it can take up to two working days for 'The-Chest' Technical Team to respond to any technical enquiries. Wigan Council will not be liable for any difficulties encountered uploading documents and the closing date and time will be strictly adhered to.

If you are experiencing difficulties, contact [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com) and one of the Proactis team will come back to you shortly.

For Critical and Time-Sensitive issues (normally requiring resolution within 60 minutes) then please call 0330 005 0352.

You should not contact any other person regarding this matter unless expressly advised by 'The Chest'.

There is also a series of guidance notes available on 'The Chest' website.

## Completing the Questionnaire

If the Organisation is a consortium, then all the sections must be answered by the lead organisation on behalf of the entire consortium. If there are any questions that do not apply, please mark them N/A with an explanation where appropriate.

## Submission Requirements

Tenders must be written in the English language.

Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.

The Tender must be submitted in a full and complete manner and not be qualified in anyway. Tenders may be rejected if the complete information called for is not given at the time of tendering.

Your full registered business/name and main office address must also be provided on all documents and any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.

Please also note that the Council will not be liable for any costs/prices not identified in your submission. No responsibility will be borne by the Authority for errors in Bidders' pricing submission.

Wigan Council reserves the right to clarify aspects of the bidder's financial model and pricing (should they wish to do so) as permitted under Regulation 69 of the Public Contracts Regulations 2015.

Bidders should be clear that should their offer be accepted, the submitted method statements and pricing and social value responses will be integral to the contract and will be enforceable under the terms of contract.

# Artificial Intelligence (AI)

AI systems, tools and products are part of a rapidly growing and evolving market, and as such, there may be increased risks associated with their adoption. Care should be taken to ensure that AI is used appropriately, and with due regard to risks and opportunities.

This may include the Authority:

- Asking tenderers to disclose their use, as well as the use by any potential subcontractor who assists tenderers in the tender process, of AI in the creation of their tender (Please refer to Question 1 to 3 below).
- Putting in place proportionate controls to ensure bidders do not use confidential contracting authority information, or information not already in the public domain as training data for AI systems.
- Undertaking appropriate and proportionate due diligence:
  - If suppliers use AI tools to create tender responses, additional due diligence may be required to ensure suppliers have the appropriate capacity and capability to fulfil the requirements of the contract. Such due diligence should be proportionate to any additional specific risk posed by the use of AI, and could include site visits, clarification questions or supplier presentations.
  - Additional due diligence should help to establish the accuracy, robustness and credibility of suppliers' tenders through the use of clarifications or requestion additional supporting documentation in the same way contracting authorities would approach any uncertainty or ambiguity in tenders.
- Planning for a general increase in activity as suppliers may use AI to streamline or automate their processes and improve their bid writing capability and capacity leading to an increase in clarification questions and tender responses.
- Potentially allowing more time in the procurement to allow for due diligence and an increase in volume of responses.

- Closer alignment with internal customers and delivery teams to bring greater expertise or the implications and benefits of AI, relative to the subject matter of the contract.

As part of the tender submission, tenderers are required to respond to the following questions. Questions are for information only and are **not** scored. The information will enable Wigan Council to consider any additional due diligence or contractual amendments to manage the impact of AI as part of the service delivery.

### Artificial Intelligence (AI) declaration

<b>1</b>	Have you, or any subcontractors assisting you, used Artificial Intelligence (AI) or machine learning tools, including large language models, to assist in any part of your tender submission? This may include using these tools to support the drafting of responses to Award questions.	Yes / No * Delete which is not applicable*
If your response to the above is yes, please give details		
<b>2</b>	Where Artificial Intelligence (AI) tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy:	Yes / No * Delete which is not applicable*
<b>3</b>	Are you, either directly or through any subcontractors you may use during the contract, proposing to use Artificial Intelligence (AI) or machine learning technologies as part of the products/services you intend to provide?	Yes / No * Delete which is not applicable
If your response to the above is yes, please give details		

### Conditions of Contract

The Council reserves the right to award one, any number, or no contracts. Any resulting contract will consist of the Contract Particulars (to be

completed), the Service Specification and successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts. The conditions of Contract are detailed in the draft form of contract, you are required to confirm acceptance of these when you submit your tender. Any queries/clarifications required must be submitted via 'The Chest' as directed under the 'About these Instructions' section.

Under the Contract the Council will require proof and compliance with the Council's policies including the following, non-exhaustive list:

- Health and Safety
- Equality and Diversity
- Whistleblowing
- Information governance requirements
- Incident reporting requirements
- Adult and Children Safeguarding Policies

The Council is bound by its Contract Procedure Rules and cannot enter into any negotiations on the Tender after submission.

Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

Wigan Council's policies can be found via:

[www.wigan.gov.uk/Council/Strategies-Plans-and-Policies](http://www.wigan.gov.uk/Council/Strategies-Plans-and-Policies).

Any contract award will be conditional on the Contract being approved in accordance with Council's internal procedures.

## Tender Evaluation and Award Criteria

Each Tender will be checked initially for compliance with all requirements of the ITT. During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their tenders. As part of the due diligence process, the Authority may obtain a credit rating report for all bidders. The Authority reserves the right not to enter into a contract or invite providers to interview, should any of the financial assessments demonstrate an unsatisfactory financial standing. Bidders may also be subject to a reality check i.e. this may involve (but not limited to): a site visit, checking references, checking capability and track record and, where

appropriate, speaking to organisations who will be involved in supporting the Contractor e.g. sub-contractors, regulatory agencies, etc.

References may be sought as part of the Council's due diligence process. The Council reserves the right not to enter into a contract or invite providers to interview should references be taken and any of the references prove unsatisfactory.

Tenders will be evaluated to determine the most economically advantageous tender taking into consideration the specified award criteria. The most economically advantageous tender (MEAT) criterion enables the contracting authority to take account of criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price when reaching an award decision. The financial assessment will be made of the total costs (detailed within the Pricing Schedule completed by the tenderer) for provision of the services as described within this tender document and the Service Specification.

Sub-Contracting: The Public Contract Regulation (PCR) 2015 state that where economic operators are working at a facility controlled by a contracting authority, it is a requirement that where relevant, the main contractor provides its subcontractor's contact details as far as known at the time (name of sub-contractor, contract details and details legal representatives). The main contractor must also notify the contracting authority of any changes in this information for the duration of the contract.

The Council does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any Tender submitted. Final consideration of award of contract could also take account, where appropriate, of an outcome that gives competition and choice within the marketplace.

Your response to our requirements will be evaluated in two stages:

- Stage 1: Standard Selection Questionnaire (Part 1, 2 and 3)

The completeness and compliance of Stage 1 of your tender submission. Including: the outcome of a financial risk analysis, which can include but is not limited to, checks with Companies House, analysis of Company Watch / Equifax and/ or Dun and Bradstreet reports (if you are not

registered with these credit rating agencies please do so), analysis of submitted accounts (Balance Sheet, Cash Flow Statements, Profit and Loss Accounts and; if applicable, previous 2 years of trading years of trading accounts) and any other risks or benefits to the Council. Stage 1 is predominantly evaluated on a pass/fail basis, where issues or concerns arise as a result of information received the submission could be rejected at this stage.

- Stage 2: Evaluation Criteria

Submissions will be evaluated based on Quality and Price criteria. The maximum overall score that can be achieved from the Quality and Price criteria combined is **100 points**.

**Quality** will be evaluated based on responses to the 'Evaluation Questions' and will be scored out of 5 using the scoring methodology below and will be applied proportionately. The scores will form **50 points** of the overall tender submission.

Score	Description
5	Exceptional. Outstanding innovative response demonstrating strengths, no errors, weaknesses, or omissions and exceeds expectations in some or all respects.
4	Good. The standard of response fully meets expectations. All issues satisfactorily addressed.
3	Satisfactory. The response is acceptable. Majority of issues addressed.
2	Poor. The response is deficient in certain areas where the details of relevant response require the reviewer to make assumptions.
1	Inadequate. Comment made, but did not meet any of the requirements of the specification. Minimal issues addressed.
0	Unacceptable. Response is unacceptable or non-existent, or there is a failure to properly address any issue.

## Instructions For Evaluating Price

For the Price evaluation element, tenderers are required to complete the Pricing Matrix on page 43. The **average cost of one burial and one cremation** will be used as the basis for evaluation and scored accordingly using the above scoring methodology.

The tender with the lowest tender sum will be awarded the maximum points (**50 points**) with each of the remaining tenders' sums being awarded points on a pro-rata basis.

*To work out the adjusted points of each price submission:*

*= lowest price submitted divided by actual price submitted multiplied by 50 points (maximum).*

The pricing score will be rounded to two decimal places.

Note on abnormally low/high bids: Wigan Council reserves the right to investigate abnormally low/high bids in order to assess the sustainability of the bid and may reject bids, following investigation, which are not sustainable.

### Submissions will be evaluated:

- by an evaluation panel comprised of representatives from Wigan Council and scored on a consensus scoring basis; and
- in accordance with the evaluation criteria, scoring and weightings as set out in this section.

## Additional Information

The Authority reserves the right to issue supplementary documentation and information at any time during this process to clarify any issues. All such further information issued during this process shall be deemed to form part of this process and, where applicable, shall supersede any information provided to the extent indicated in the supplementary documentation.



The Authority may at its absolute discretion reject any submission which does not provide all the information required and requested by the Authority, in the form requested.

The Authority does not bind itself to accept the lowest or any offer and reserves the right to accept the whole or part of any offer. Each party shall be responsible for its own costs in submitting this offer.

If at award stage the preferred bidder chooses not to accept the offer to enter into a contract, the Council reserves the right to award to the next highest scoring bidder and so on.

If your offer is successful, you will be expected to provide the goods and/or service in accordance with the Authority's terms and conditions and specific requirements detailed in this document. A draft agreement is included for information and the final agreement will be subject to minor amendment only. Details of any minor amendments you would propose should be submitted for consideration with your offer.

Neither party will disclose to any third party, except where there is a reasonable requirement to make such a disclosure for legal purposes, any information acquired during this process nor whilst performing the work/service during the contract period, without the other parties' written consent.

## Standard Selection Questionnaire Template

Potential Supplier information and Exclusion Grounds: Part 1 and Part 2.

The SQ template includes a self-declaration, made by you (the potential supplier), that none of the grounds for exclusion apply<sup>1</sup>. If any of the grounds for exclusion do apply, there is an opportunity to explain any measures you have taken to demonstrate your reliability notwithstanding the existence of a ground for exclusion (we call this self-cleaning).

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<sup>1</sup>For the list of exclusions please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

We require all organisations that form part of your bidding group/consortium and each subcontractor that you are relying on to meet the selection criteria to provide a completed part 1 and part 2. This means that where you are joining a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Subcontractors that you rely on to meet the selection criteria, must also complete a self-declaration (although subcontractors that are not relied upon do not need to complete the self-declaration).

## Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Community Funeral Service

Reference: 616

Open tender.

### **Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contract for a group of economic operators; charitable organisations; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of subcontractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed part 1 and part 2 is submitted for any new organisation relied onto meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For part 1 and part 2 every member of your bidding group/consortium, and any subcontractor that is being relied onto meet the selection criteria, must complete and submit the self-declaration.

6. For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:
- Members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.
  - The second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers of representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn't necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.
7. All subcontractors are required to complete their own part 1 and part 2<sup>2</sup>
8. For answers to part 3 – *if you are bidding on behalf of a group, for example, a consortium, or you intend to use subcontractors, you should complete all of the questions on behalf of the consortium and/or any subcontractors, providing one composite response and declaration.*

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<sup>2</sup>See [PCR 2015 regulations 71 \(8\)-\(9\)](http://www.legislation.gov.uk/ukxi/2015/102/pdfs/ukxi_20150102_en.pdf)  
([http://www.legislation.gov.uk/ukxi/2015/102/pdfs/ukxi\\_20150102\\_en.pdf](http://www.legislation.gov.uk/ukxi/2015/102/pdfs/ukxi_20150102_en.pdf))

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contract, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

9. The Public Procurement Review Service allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as listed in [Schedule 1](#) of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, [read the terms](#) and email [publicprocurementreview@cabinetoffice.gov.uk](mailto:publicprocurementreview@cabinetoffice.gov.uk) or phone 0345 010 3503.

## Part 1: Your information and the bidding model

You must answer all questions in parts 1 and 2. If you are the supplier, you must answer all questions in part 3 as well.

Bidders must ensure that every organisation on which they will rely to meet the selection criteria completes and submits their own answers and declaration for part 1 and 2.

Section 1		Your information
Question number	Question	Response
1.1 (a)	Name (If registered, please give the registered name)	
1.1 (b) – (i)	Registered address (if applicable) or head office address	
1.1 (b) – (ii)	Registered website address (if applicable)	
1.1 (c)	Trading status a) Public limited company b) Private limited company c) Limited liability partnership d) Other partnership e) Sole trader f) Third sector g) Other (please specify your trading status)	
1.1 (d)	Date of registration (if applicable) or date of formation	
1.1 (e)	Registration number (company, partnership, charity, etc if applicable)	
1.1 (f)	Registered VAT number	
1.1 (g) – (i)	Are you registered with the appropriate professional or trade register(s) specified for this procurement in the Member state where your organisation is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1 (g) – (ii)	If you responded yes to 1.1 (g) – (i), please provide the relevant details, including the name of the register and	

	<p>registration number(s), and if evidence of registration is available electronically, please provide:</p> <ul style="list-style-type: none"> <li>- Website address</li> <li>- Issuing body</li> <li>- Reference number</li> </ul>	
1.1 (h) – (i)	<p>For procurements for services only, is it a legal requirement in the country where you are established for you to:</p> <ul style="list-style-type: none"> <li>a) Possess a particular authorisation, or</li> <li>b) Be a member of a particular organisation</li> </ul> <p>To provide the requirements specified in this procurement?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
1.1 (h) – (ii)	<p>If you responded yes to 1.1 (h) – (i). Please provide additional details of what is required, confirmation that you have complied with this and, if evidence of compliance is available electronically, please give the website address, issuing body and reference number.</p>	
1.1 (i)	<p>Relevant classification (state whether you fall within one of these, and if so which one)</p> <ul style="list-style-type: none"> <li>a) Voluntary Community or Social Enterprise organisation (VCSE)</li> <li>b) Sheltered workshop</li> <li>c) Public service mutual</li> </ul>	
1.1 (j)	<p>Are you a small, Medium or Micro Enterprise (SME) <sup>3</sup>?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
1.1 (k)	<p>Details of Persons with Significant Control (PSC)<sup>4</sup>, where appropriate<sup>5</sup>:</p>	

<sup>3</sup>See definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>4</sup>UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register and must file the PSC information with the central public register at Companies House. See [PSC guidance](#). Overseas bidders are required to provide equivalent information.

<sup>5</sup>Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

	<ul style="list-style-type: none"> <li>- Name</li> <li>- Date of birth</li> <li>- Nationality</li> <li>- Country, state or part of the UK where the PSC usually lives</li> <li>- Service address</li> <li>- The date he or she became a PSC in relation to the company;</li> <li>- Which conditions for being a PSC are met: <ul style="list-style-type: none"> <li>• Over 25% up to (and including) 50%</li> <li>• More than 50% and less than 75%</li> </ul> </li> </ul> <p>(please enter N/A if not applicable)</p>	
1.1 (l)	<p>Details of your immediate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of immediate parent company,</li> <li>- Registered or head office address</li> <li>- Registration number (if applicable)</li> <li>- VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1 (m)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of ultimate parent company</li> <li>- Registered or head office address</li> <li>- Registration number (if applicable)</li> <li>- VAT number (if applicable)</li> </ul> <p>(please enter N/A if not applicable)</p>	
<p>Please note: A criminal record check for relevant convictions may be undertaken for the preferred supplier and all relevant persons and entities (as described above)</p>		



Please provide the following information about your approach to this procurement:

Section 1 (cont)	Bidding model	
Question number	Question	Response
1.2	<p>Please indicate if you are bidding as a single supplier or as part of a group or consortium?</p> <p><i>If you are bidding as a single supplier please go to Q 1.3.</i></p> <p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract, or you are a subcontractor), please tell us:</p> <ul style="list-style-type: none"> <li>a) The name of the group/consortium</li> <li>b) The proposed structure of the group/consortium, including the legal structure where applicable.</li> <li>c) The name of the lead member in the group/consortium.</li> <li>d) Your role in the group/consortium (e.g. lead member, consortium member, subcontractor).</li> <li>e) If you are the lead member in the group/consortium whether you are relying on the other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical and professional ability?) and, if so, which criteria you are relying on them for.</li> </ul>	
1.3	<p>If you are proposing to use subcontractors please provide the details for each subcontractor<sup>6</sup>.</p>	

<sup>6</sup>This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into with that subcontractor for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in PPN 01/18.

	<ul style="list-style-type: none"> <li>- Name</li> <li>- Registration number</li> <li>- Registered or head office address</li> <li>- Trading status <ul style="list-style-type: none"> <li>a. Public limited company</li> <li>b. Private limited company</li> <li>c. Limited liability partnership</li> <li>d. Other partnership</li> <li>e. Sole trader</li> <li>f. Third sector</li> <li>g. Other (please specify your trading status)</li> </ul> </li> <li>- Registered VAT number</li> <li>- SME (Yes/No)</li> <li>- The role each subcontractor will take in providing the works and/or supplies e.g. key deliverables – if known.</li> <li>- The approximate % of contractual obligations assigned to each subcontractor if known.</li> <li>- Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for?</li> </ul>	
1.4	<b>Lots</b> Where applicable, please tell us which lot(s) you wish to bid for?	N/a

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2.

Section 2		
Grounds for mandatory exclusion		
Question number	Question	Declaration
2.1 (a)	<p>Within the past five years, anywhere in the world, have you or any person who:</p> <p>member of the supplier's administrative, management or supervisory body or powers of representation decision or control in supplier<sup>7</sup>.</p> <p>convicted of any of the offences within the primary below and listed in full on the <a href="#">webpage</a>?</p>	
	Participation in a criminal organisation	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Corruption	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction <u>outside</u> England, Wales or Northern Ireland.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Any other offence within the meaning of Article 57(1) of the Directive created after 26 <sup>th</sup> February 2015 In England, Wales or Northern Ireland.	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>7</sup>see Notes for Completion

2.1 (b)	<p>If you have answered yes to any part of question 2.1 (a), please provide further details, including:</p> <ul style="list-style-type: none"> <li>• Date of conviction and the jurisdiction,</li> <li>• Which of the grounds listed the conviction was for,</li> <li>• The reason for conviction,</li> <li>• The identify of who has been convicted.</li> </ul> <p>If the relevant documentation is available electronically, please provide:</p> <ul style="list-style-type: none"> <li>• The web address</li> <li>• Issuing authority</li> <li>• Precise reference of the documents</li> </ul>	
2.1 (c)	<p>if you have answered yes to any part of the question above, please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion. (self-cleaning)</p>	

### Section 3 Mandatory and discretionary grounds relating to the payment of taxes and social security contributions

The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out on this [webpage](#),<sup>8</sup> and should be referred to before completing these questions.

Question number	Question	Declaration
3.2 (a)	<p>Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.</p> <p>If documentation is available electronically, please provide:</p> <ul style="list-style-type: none"> <li>• The web address</li> <li>• Issuing authority</li> <li>• Precise reference of the documents</li> </ul>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

<sup>8</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

3.2 (b)	<p>If you have answered no to 3.2 (a) please provide further details including the following:</p> <ul style="list-style-type: none"> <li>• Country concerned</li> <li>• What is the amount concerned</li> <li>• How the breach was established, i.e. through a judicial or administrative decision or by other means.</li> <li>• If the breach has been established through a judicial or administrative decision, please provide the date of the decision</li> <li>• If the breach has been established by other means please specify the means.</li> </ul>	
3.3	<p>Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Please Note: we reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions.</p>		

#### Section 4 Grounds for Discretionary Exclusion

The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](#),<sup>9</sup> and should be referred to before completing these questions.

Question number	Question	Declaration
4.1	<p>Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full on the <a href="#">webpage</a> applied to you?</p>	
4.1 (a)	Breach of environmental obligations?	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<sup>9</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

	To note that environmental law obligations include Health and Safety obligations. See <a href="#">webpage</a> .	
4.1 (b)	Breach of social law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (d)	Bankruptcy or subject of insolvency?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (f)	Distortion of competition?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (g)	Conflict of interests?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (h)	Been involved in the preparation of the procurement procedures?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (i)	Prior performance issues?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (j)	Do any of the following statements apply to you?	
4.1 (j) – (i)	You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (j) – (ii)	You have withheld such information	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (j) – (iii)	You are not able, without delay, to submit documents if/when required	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1 (j) – (iv)	You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/>

4.2	<p>You are a relevant commercial organisation subject to Section 54 of the <b>Modern Slavery Act 2015</b> if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.</p> <p>If you are a relevant commercial organisation, please:</p> <ul style="list-style-type: none"> <li>• Confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.</li> <li>• Confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54.</li> </ul>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Not Applicable <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Not Applicable <input type="checkbox"/></p>
4.3	<p>If your latest published statement is available electronically, please provide:</p> <ul style="list-style-type: none"> <li>• The web address</li> <li>• Precise reference of the documents</li> </ul>	
4.4	<p>If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (self-cleaning)</p>	

### Part 3: Selection Questions

Section 5	Economic and Financial Standing	
Question number	Question	Response
5.1	<p>If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:</p> <ul style="list-style-type: none"> <li>• The web address</li> <li>• Issuing authority</li> </ul>	

	<ul style="list-style-type: none"> <li>Precise reference of the documents</li> </ul>	
5.2	<p>If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited if required by law).</p> <p>Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law).</p>	
5.3	<p>If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives.</p>	
5.3 (a)	<p>A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.</p>	
5.3 (b)	<p>Alternative information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>	
5.4	<p>Where we have specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>



Section 6		Technical and Professional Ability	
Question number	Question		
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, to meet the technical and professional ability criteria set out in the procurement documents in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>For consortium bids, or where you have indicated that you are relying on a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.</p> <p><b>For each contract please provide the following information</b></p> <p>If you cannot provide examples, see question 6.2.</p>		

		Contract 1	Contract 2	Contract 3
Name of customer organisation who signed the contract				
Name of supplier who signed the contract				
Point of contract in the customer's organisation				
Position in the customer's organisation				
E-mail address				
Description of contract				
Contract start date				
Contract completion date				
Estimated contract value				
6.2	<p>If you cannot provide at least one example for question 6.1, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up, or you have provided services in the past but not under a contract.</p>			
6.3	<p>Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s).</p> <p>The description should include, but is not limited to, details of your supply chain management tracking systems to</p>			

ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes).

## Section 7: Additional Questions including Project Specific Questions

Question number	Question	Response
7.1	<p><b>Insurance</b></p> <p>Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5m</p> <p>Public Liability Insurance = £5m</p> <p>Professional Indemnity Insurance = £2m</p> <p>*There is a legal requirement for certain employers to hold Employer's (compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information:  <a href="http://www.hse.gov.uk/pubns/hse39.pdf">www.hse.gov.uk/pubns/hse39.pdf</a></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
7.2	<b>Data protection</b>	
7.2 (a)	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

	Protection Regulation and to ensure the protection of the rights of data subjects.	
7.2 (b)	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>• To ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>• To comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>• To ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>• To ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>• To maintain records of personal data processing activities; and</li> <li>• to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	
7.3	<b>Health and Safety</b>	
7.3 (a)	Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). Please use no more than 500 words.	

PUBLIC SECTOR CONTRACTS ONLY – Requirement under the Public Contracts Regulations 2015 (Regulation 113)		
7.4	Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain.	Yes <input type="checkbox"/> No <input type="checkbox"/>  PASS/FAIL
8	<b>Safeguarding</b>	
8 (a)	Please confirm whether all staff have up to date Safeguarding Training appropriate to the requirements of the service.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8 (b)	If you have answered 'No' to (a), do you agree to ensure that this is completed within one month of contract commencement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
8 (c)	<p>Please see the “Wigan Council Adult Safeguarding Policy” and “Wigan Council Children’s Safeguarding Policy” via the following links:</p> <p>(Children’s):  <a href="http://www.wigan.gov.uk/WSCB/index.aspx">http://www.wigan.gov.uk/WSCB/index.aspx</a></p> <p>(Adults):  <a href="http://www.wigan.gov.uk/Resident/Health-Social-Care/Adults/report-abuse-or-neglect-of-a-vulnerable-adult.aspx">http://www.wigan.gov.uk/Resident/Health-Social-Care/Adults/report-abuse-or-neglect-of-a-vulnerable-adult.aspx</a></p> <p>Please confirm that your organisation, will comply with both the Wigan Council Adult Safeguarding and Wigan Council Children’s Safeguarding Policies.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

## Contact details and declaration

I declare that to the best of my knowledge the answers submitted, and information contained in this complete document are correct and accurate, including parts 1, 2 and part 3.

I declare that, upon request and without delay I will provide the certificates and/or documentary evidence referred to in this document except where this documentation can be accessed by the contracting authority via a national database free of charge or the contracting authority already possesses the documentation.

I understand that the information will be used in the selection process to assess my suitability to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Signature (electronic is acceptable):

Date:

**Contact details of those making the declaration**

Response	
Contact name	
Name of organisation	
Role in organisation	
Phone number	
Email address	
Postal address	

## Stage 2: – Evaluation Criteria

Please complete the following questions providing your responses as indicated adhering to the word limits specified. Diagrams, example proformas and case studies to support your response may be provided as appendices and **will not** be included in the allotted word count. Responses should take into consideration the requirements of the service specification.

A. Qualitative Evaluation questions (50 points)	
A1.	<p>Please advise how your company will embed Wigan Council's values as documented in the service specification and ensure the persons wishes, religious beliefs and interests are incorporated into the funeral service in a compassionate and dignified way?</p> <p>Maximum word count: 750 words                      Score: 10 pts</p>
	Response:
A2.	<p>Please provide details of the total number of staff in your company and the number of staff that will be utilised in servicing this contract, along with details of their qualifications, experience and skills, highlighting the value they will bring to the Council. Include details of allowances that will be made for illness, holidays and staff turnover.</p> <p>Maximum word count: 500 words                      Score: 5 points</p>
	Response:

<p>A3.</p>	<p>Please describe the processes you have in place for the documentation and reporting of, errors, incidents and near misses (in respect of averted errors and incidents).</p> <p>Please describe the processes used to ensure that lessons are learnt.</p> <p>Maximum word count: 750 words                      Score: 10 points</p>
	<p>Response:</p>
<p>A4.</p>	<p>Please describe your problem resolution and arbitration procedures for dealing with customer complaints, including methods of reporting, escalating and resolution complete with timescales and how the feedback is acted upon.</p> <p>Maximum word count: 750 words                      Score: 10 points</p>
	<p>Response:</p>



A5.	<p>Please give examples of your organisation's experience of undertaking funeral services contract(s) for a Local Authority and specify the size, complexity, and the annual value of such contracts.</p> <p><b>Maximum word count: 500 words</b> <b>Score: 5 points</b></p>
	<p>Response:</p>
A6.	<p>We are committed to ensuring that public money spent in Wigan has the widest possible impact on the local economy in Wigan and are looking to work with socially minded organisations. Please describe how your organisation will invest in Wigan with reference to business models, employment strategies and use of local suppliers.</p> <p><b>Maximum word count: 750 words</b> <b>Score: 10 points</b></p>
	<p>Response:</p>

**Pricing Matrix (50 points)**

Tenderers are required to complete each element of the following Pricing Matrix.

It is expected that the price submitted will remain fixed over the full duration of the contract.

	Description	Price per burial / cremation (inclusive of VAT) £
B1	Collection of body within district	
B2	Provision of the Funeral Director's services, including staff/bears. Attending to the necessary arrangements instructed by the Council.	
B3	Arrangement & conducting of burial (Including storage of body for up to 2 weeks).	
B4	Arrangement & conducting of cremation (including storage of body for up to 2 weeks)	
B5	Cost of basic coffin to include name plate handles, pillow and lining.	
B6	Care of the deceased prior to the funeral/chapel of rest.	
B7	Provision of a hearse to the crematorium or cemetery situated within the Wigan Borough. (No additional cars).	
B8	Ministers/celebrants fee.	
B9	Provision and administration of appropriate/required certification to the crematorium or cemetery (may not be chargeable).	
B10	To administer the cremated remains to the next of kin when required by the Council.	
B11	Storage of body – 2 – 4 weeks (additional charge).	
B12	Total cost of a burial	
B13	Total cost of a cremation	
B14	Average cost of one burial and one cremation.  (B.12 + B.13 / 2 = £)	

There is an expectation that the appointed funeral director will meet the Crematorium Fees outside of this contract, once payment becomes due.

The box below is provided for any further information or clarification that tenderers may wish to include in addition to the above Pricing Matrix.

Response:

## Appendix 1 - Certificate of Bona Fide Tendering

1. I declare that this a bona fide Tender, intended to be competitive and that I have not fixed or adjusted the amount of the Tender by or in accordance with any agreement or arrangement with any other person ('person' includes any persons, body or association, corporate or incorporate).
2. I declare that the company is not aware of any connection with a member of the Council staff that could affect the outcome of the bidding process.
3. I declare that I have not done and I undertake that I will not do at any time any of the following:
  - a) communicate to any person, including the addressee calling for the Tender, the amount or approximate amount of the proposed tender;
  - b) enter into any agreement or arrangement with any other person or body that he or it shall refrain from tendering or as to the amount of any Tender to be submitted;
  - c) enter into any agreement or arrangement with any other person or body that we shall refrain from tendering on a future occasion;
  - d) offer or pay or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or causing to be done in relation to any other tender for the said work any act of the kind described above;
  - e) canvas or solicit the Council staff.
4. I understand that instances of illegal cartels or market sharing arrangements suspected by the Council will be referred to the Office of Fair Trading for investigation.
5. I understand that any misrepresentations may also be the subject of criminal investigation or used as a basis for civil action.
6. I understand and agree that if our tender is successful that the Organisation will purchase professional indemnity insurance as required if such insurance is not already held.
7. I understand and agree to the conditions set out in the Freedom of Information and Environmental Information Statement.

8. In this certificate 'Agreement' and 'Arrangement' includes any transaction private or open, or collusion, formal or informal, and whether or not legally binding.

9. Disclosure: -

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Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of: \_\_\_\_\_

Date: \_\_/\_\_/\_\_

## Appendix 2 - Certificate of Non-Collusion and Non-Canvassing

### INVITATION TO TENDER FOR THE DELIVERY OF 616 – Community Funeral Service “Contract”

To:	Wigan Council, Wigan Town Hall, Library Street, Wigan, WN1 1YN.
Date:	
For the Attention of:	Wigan Council, Central Procurement Team

#### Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

#### Statement of non-collusion

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Providers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the

disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

- enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

<b>Dated</b>	
<b>Signature of Provider</b>	
<b>Names of Signatories</b>	
<b>Position of Signatories</b>	
<b>Trade of Business Name</b>	

## Appendix 3 - Checklist for Tenderers

It is important that the items/documents listed below are completed and submitted. Failure to provide any of the items in the checklist may cause your Tender to be non-compliant and not considered.

No	Item	Included in Tender?
1.	Completed Invitation to Tender Document	
2.	Signed Certificate of Bona Fide Tendering	
3.	Certificate of Non-Collusion and Non-Canvassing	
4.		
5.		

Please add additional rows if required