

## **Part 2 Specification**

### **Contract Reference**

**TCCS7824**

### **Contract Title**

**Funeral Director's work in connection with National Assistance Act Funeral (Burials and Cremations) within the Torbay boundary 2024**

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# A Overall Scope and Nature of the Requirement

## A1 . Funeral Director's work in connection with National Assistance Act Funeral (Burials and Cremations) within the Torbay boundary.

The work will be awarded to a single Supplier of service for the duration of the overall contract. The successful Supplier will liaise directly with the designated officers from Torbay Council's Environmental Protection (Community Safety) Team not the Coroner's Officers. Please see section 3.2 (below).

The whole of this contract shall be in accordance with the Code of Practice as issued by the National Association of Funeral Directors (NAFD) and the National Society of Allied and Independent Funeral Directors (SAIF) as applicable <sup>2</sup>.

Details of arrangements will be made available upon Contract Award.

## A2. Conditions of Contract

The conditions of contract shall be the Authority's Terms and Conditions for the Provision of Services, and all funerals shall be undertaken in accordance with the Funeral Directors' Code of Practice.

## A3. Place of Contract

This ***will be within the Torbay area***, and all deaths that occur within the community (not including Torbay Hospital), and will depend on the place of death, or the place from which the body is to be removed (which at times may be from the premises of another Funeral Director). It does not depend on the place to which it is to be conveyed.

## A4. Contract Officer(s)

For this contract, the successful applicant will need to liaise with designated officers from Torbay Council's Environmental Protection (Community Safety) Team (as detailed at section 2.8 of Part 1 Information not the Coroner's Officers).

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<sup>2</sup>: The Funeral Director Code - The NAFD - The Funeral Director Code - The <https://www.nafd.org.uk/standards/the-funeral-director-code/> NAFD



## **B Core Requirements**

### **B1 Core Requirements of the services**

This section sets out the Authority's core requirements for this Contract, which Applicants are required to demonstrate within their response that they are capable of meeting.

The minimum and optional requirements against which Applicant's submissions will be evaluated are identified within this section. Applicants are required to establish within the relevant responses how they will meet these requirements.

**B1.1** The successful Funeral Director shall be responsible for ensuring that sufficient staff are available to provide the required support coverage for this Contract, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks of the year, within the Torbay boundary.

**B1.2** If collections of the deceased and arrangements are required out of office hours and during weekends and Bank Holidays, the successful Funeral Director will need to proceed with the requirements and then to liaise with the relevant Torbay Council Community Safety Team officer, at the earliest opportunity, during office hours.

**B1.3** The successful Funeral Director shall under no circumstances request any officer of Torbay Council to undertake any work on behalf of the successful Funeral Director which is deemed to be the successful Funeral Director's responsibility.

**B1.4** The successful Funeral Director must be fully operational and able to provide the required services of this Contract, from 01 January 2025 onwards, for the duration of the Contract.

**B1.5** The successful Applicant will be responsible for the following (as detailed):

#### **B1.5a Coffin**

The provision of a standard veneered chipboard coffin of reasonable quality will be required, complete with mouldings around the cover and base, with four handles and two rings and roses sealed with an approved sealant.

All materials used in the construction of embellishment of a coffin for cremation must be of a combustible nature.

The provision of a nameplate bearing the full name of the deceased and the date of death, is also required.

#### **B1.5b Laying Out**

Taking charge of preparing as necessary and confining the body and leaving in such a place pending the funeral, as may be determined by the successful

Applicant, as appropriate and the provision of viewing facilities such as shall be required, and in line with NAFD and SAIF guidelines as above.

### **B1.5c Personal Possessions**

All precious metals, stones, rings etc., shall be removed from the body prior to coffining and shall be delivered to the Torbay Council Environmental Health representative, unless as stipulated by a Council representative, these items are to be returned to the next of kin.

### **B1.5d Documentation**

The preparation of all such documents as are required by law and the submission of the same documents to the appropriate Authorities.

## **B1.6 Funerals**

### **B1.6a Administration**

Making all administrative arrangements with the Crematorium and Cemetery Office, Hele Road, Torquay, for either cremation or burial as may be determined in accordance with the Public Health (Control of Diseases) Act 1984<sup>1</sup> and Code of Practice as issued by the National Association of Funeral Directors and the National Society of Allied and Independent Funeral Directors<sup>2</sup>.

### **B1.6b Cortege**

Providing a hearse and a minimum of three (3) bearers or, in the case of burials, a wheeled bier and two (2) bearers and conducting the cortege from the place of rest to the final place of burial or cremation.

### **B1.6d Place of Burial or Cremation**

The place of burial or cremation shall be Torquay Cemetery or the Crematorium, Hele Road, Torquay.

In exceptional circumstances, Paignton Cemetery, Colley End Road, Paignton may be used as an additional place of burial, within this Contract.

### **B1.6e Service**

In line with the current Contract arrangements, Funeral Services are not required but may be considered if a situation requires it based on Torbay Council representative decision, which could relate to religious or personal reasons to the deceased. This will be agreed in writing beforehand.

### **B1.6f Canvassing and relationships**

Canvassing is strictly prohibited.

Relationships with any member or officer of Torbay Council must be disclosed before the Contract commences and for the duration of the Contract.

### **B1.6g Fees**

The Funeral Director is responsible for paying all fees, **including** cremation and burial fees. These costs, i.e. Officiaries, Ministers, Medical Examiners, shall be recoverable from the Authority, including the Funeral Director's charge.

**B1.7** Applicants must, as part of their Tender submission, confirm that they have in place their up-to date Business Continuity, Disaster Recovery, and Exit Management policies / plan, plus the additional policies, detailed at question 8.2 within Part 4 Selection Questionnaire, and that they can provide copies of them all at Contract Award stage, if successful, in line with the requirement.

**B1.8** As at section C2.1 below, Torbay Council requires the successful Funeral Director to attend regular review meetings, throughout the life of the Contract, at the Town Hall, Torquay. The exact format for review meetings will be agreed between the successful Funeral Director and the Authority's Authorised Representative during mobilisation of the Contract. But it is anticipated that Contract Review meetings will take place on a bi-annual basis, each year, throughout the entire Contract period.

### **B1.9 Safer Recruitment**

To ensure the Service creates a safer recruitment culture for clients and staff, the following are all core requirements:

At least one member of each interview panel must have undertaken safer recruitment training.

The Provider must have effective procedures in place, that are regularly updated and communicated to staff.

The Provider must set a code for acceptable standards of behaviour for all staff and ensure this is effectively communicated to staff.

The Provider must take seriously all concerns that are raised.

1: <http://www.legislation.gov.uk/ukpga/1984/22/contents>

2: The Funeral Director Code - The NAFD - The Funeral Director Code - The <https://www.nafd.org.uk/standards/the-funeral-director-code/> NAFD  
The National Society of Allied and (saif.org.uk) - The <https://saif.org.uk/wp-content/uploads/2020/10/Code-of-Practice-Oct-2020-with-Logo.pdf> National Society of Allied and (saif.org.uk)

## B2 Not Used

## B3 Data Protection and Information Security

### B3.1 Data Collection and Data Processing

The data collection/processing requirements in respect of this Contract are set out in the table below: -

<b>Role of Supplier</b>	<b>Data Controller</b> responsible for determining the purposes for which and the means by which Contract Personal Data is processed.
<b>Subject matter of the processing</b>	Processing of the Contract Personal Data in connection with the provision of the Services.
<b>Duration of the processing</b>	Term of the Contract
<b>Nature and purpose of the processing</b>	Hosting of personal data in UK-based servers and the provision of outsourced funeral services on behalf of the Authority.
<b>Type of personal data processed</b>	Personal data including name, date of birth, date of death, bank details, home address, National Insurance details, NHS number, where person died, if they have a Will or Funeral plan, marital status, sex, DWP information, next of kin or friends information, including address and telephone number, occasionally their family tree.
<b>Categories of data subjects</b>	Deceased and family members, occasionally friends.
<b>The means of processing the data</b>	Applicants are to provide details within their Part 5 Award Questionnaire Technical Question response.
<b>Rights and obligations of the controller</b>	As described in the Contract dated 01 January 2025.
<b>Approved sub-processors and in each case: Nature and purpose of processing Location of processing</b>	N/A



<b>Details of approved international transfers of Contract Personal Data together with details of approved transfer mechanisms</b>	N/A
<b>Details of the technical and organisational measures in place to protect contract personal data</b>	Applicants are to provide details within their Part 5 Award Questionnaire Technical Question response.

### **B3.2 Protection for the Rights and Freedoms of Data Subjects**

To ensure protection for the rights and freedoms of data subjects:

- a) The Council’s data must not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to their personal data.
- b) The successful applicant will be required to comply with any changes in data protection legislation.

### **B3.3 Information Security**

*Guidance: Where the Applicant is proposing a Cloud-based service, the Applicant is required to complete and submit Appendix I Cloud Information Security Questionnaire.*

The proposed system must comply with the following mandatory security requirements:

- a) It must contain parameters which can be set to enforce timeouts.
- b) It must have a password policy incorporating encryption, use of mixed case, number and special characters, minimum length, expiry, limit on login attempts, logging of unsuccessful login attempts and “forgotten password” functionality.
- c) Access to the Council’s dataset must be limited to the Council and approved personnel from the successful Applicant’s organisation.
- d) Applicants must have technical and procedural security measures in place to prevent:
  - i. unauthorised or unlawful processing of personal data.
  - ii. accidental loss or destruction of or damage to personal data.

## C Additional Requirements

This section covers any requirements that are not essential to the delivery of the contract but would be nice to have.

The ability to meet some or all of the contract specific requirements or offer further services in addition to meeting the core requirements, will attract a higher score.

### C1 Social Value

- C2.1** The Council is committed to its responsibilities under The Public Services (Social Value) Act 2012. Therefore the Council is seeking Participants who will add value to the Agreement by providing additional community benefits (above the services described within this specification).
- C2.2** The Council is committed to a performance and evidence-based approach to Social Value.
- C2.3** Further information on the Council's approach to Social Value and resources to support you in your submission are available to bidders in Part 6 Social Value Requirement, Appendix G Do's and Don'ts for Social Value Bids, Appendix H The Torbay TOMs Framework.

### C2 Performance Management

#### C2.1 Performance Management

Outcome to Be Delivered	Measurement of Performance	Consequence of Poor Performance
The successful Funeral Director is a learning organisation, seeking to improve its service delivery.	Evidence of effective management of the Service and improvement.	
Appropriate service levels are provided throughout the Contract and the successful Funeral Director's business premises, transport and equipment provided for this Contract is maintained to acceptable standards, in accordance with legislative requirements.	The Authority may periodically inspect and review the successful Funeral Director's business premises, transport and equipment provided for this Contract to ensure that it meets the required legislative standards.  Any complaints of poor performance will be investigated by Authority.	Any issues identified should be addressed within the timescales specified by the Authority.  The Authority will invoke the Default Procedures, as set out in the Contract.  Where the successful Funeral Director's business premises, transport and equipment provided for this Contract does not comply with the legislative requirements then no further

		placements will be made into the affected units until the issues have been rectified and the Contract payments will be reduced accordingly.
The Contract is managed effectively.	That contract management information is available regarding the number of funerals undertaken, disbursements, etc.	Where the Provider fails to provide the required contract management information the Authority will invoke the Default Procedures, as set out in the Contract.

## C2.2 Management Information

Applicants should, by way of on-going Contract performance be prepared to produce management information. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Authority. This will be at no cost to the Authority. The duration of the management information is for it to be provided to the Authority on a bi-annual basis at the meeting stated in B1.8. The exact format will be agreed between the successful Funeral Director and Authority Authorised Representative; however (as a minimum) the following will be required:

<ul style="list-style-type: none"> <li>• Details of deceased and the number of burials/cremations.</li> </ul>
<ul style="list-style-type: none"> <li>• Breakdown of costs for all individual burials/cremations.</li> </ul>
<ul style="list-style-type: none"> <li>• Number of occasions personal possessions handed to or delivered to, the Torbay Council Environmental Health representative or their agent.</li> </ul>
<ul style="list-style-type: none"> <li>• Number of complaints received in the supply of this service, from whom &amp; remedial action taken.</li> </ul>
<ul style="list-style-type: none"> <li>• Details of location of deceased' remains (ashes).</li> </ul>

## C2.3 Invoicing

**C2.3.1** The successful Applicant must make all invoices payable by Torbay Council with Torbay Council's name and address and marked with sender's name and address.

All Invoicing for Funeral Director's work in connection with National Assistance Act Funeral (Burials and Cremations) within the Torbay boundary, must contain a full breakdown of costs on each individual invoice submitted (for each burial or cremation) and must be sent to Torbay Council for payment monthly (as appropriate).

- C2.3.2** The Authority's settlement terms are 30 days from receipt of the goods and services or the invoice, whichever is the later.
- C2.3.3** The successful Applicant must always obtain an official Torbay Council Purchase Order and quote the corresponding number on all invoices.
- C2.3.4** Invoices must be emailed to the Payments Section directly: Email: [payments.section@torbay.gov.uk](mailto:payments.section@torbay.gov.uk) and a copy must also be emailed to [community.safety@torbay.gov.uk](mailto:community.safety@torbay.gov.uk) or directly to the Torbay Council officer if the successful Applicant is sure of their name).
- C2.3.5** Disputed parts of invoices, and invoices not bearing purchase order numbers, will not be paid and a corrected invoice will be requested.
- C2.3.6** Payment will be by BACS and remittance advices will be transmitted to the successful Applicant by email and relevant generic email addresses of the successful Applicant must be provided.

### **C3 Further Services Offered**

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The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

#### **Sustainability, Environmental Considerations**

The Authority is seeking a Provider who will add value to the Contract by providing additional community benefits which support the Council's ambitions for a prosperous and healthy Torbay, as identified in the Corporate Plan 2023-2043:

#### **Community and Corporate Plan - Torbay Council**

Applicants should consider the following key areas in formulating their response:

- C3.1** Jobs: Promote local skills and employment.
- C3.2** Growth: supporting growth of responsible regional business.
- C3.3** Social: Healthier, safer and more resilient communities.
- C3.4** Environment: protecting and improving our environment.
- C3.5** Innovation: promoting social innovation.

## **D Scope and Nature of Possible Modifications or Options**

**D1** During the life of this Contract, there may be Changes or additions to the funeral service requirements (and any associated services) specified within this Part 2 Specification:

**D1.1** Changes in legislation and/or legislative requirements;

**D1.2** Changes to Officiaries, Ministers and Medical Examiners and any associated fees;

**D1.3** Increases to cremation and burial costs, at Torquay Crematorium and Cemeteries within the Torbay boundary; and/or changes to location of Crematorium and/or Cemeteries

**D1.4** Changes in the Council structure or local government reorganisation, including officers

**D1.5** Changes or additions to the funeral service requirements (and any associated services) specified within this Part 2 Specification.

**D1.6** If annual funeral numbers increase significantly by 50% per calendar year, either by natural increase over time, or outright, then a new Invitation to Tender process would be necessary to ensure capacity and capability, and because of the significant changes to the scope and value of this Contract.

**D1.7** Force Majure event as outlined in Section 21 of Schedule 2 General Terms, of the Contract.

# **E Awarding the Contract on Behalf of Other Contracting Authorities**

**E1.** The Authority is not purchasing on behalf of other contracting authorities.