



Part 2 Specification

Contract Reference

TCOS2019

Contract Title

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

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1. Overall Scope and Nature of the Requirement

1.1 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 Officer. 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 Directors¹.

Details of arrangements will be made available upon contract award.

1.2 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 Practice¹.

1.3 Place of Contract

This **will be within the Torbay area**, but 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.

1.4 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 Officer).

1: <https://www.nafd.org.uk/wp-content/uploads/2016/12/Code-of-Practice-leaflet-rev-May-2014-rebranded-version-2-Dec-2016.pdf>

2. Mandatory Requirements

The Council has set out a number of Mandatory requirements, which Applicants will be required to confirm their compliance with. These will be assessed on a Pass / Fail basis, as set out within Stage 2 of the Part 4 Award Questionnaire.

Within this Specification, these are identified with the inclusion of the wording '**Mandatory Requirement:**' against whole sections or individual requirements.

3. Minimum Requirements

- 3.1 *Mandatory Requirement:*** 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.
- 3.2 *Mandatory Requirement:*** 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.
- 3.3 *Mandatory Requirement:*** The successful Funeral Director must be fully operational and able to provide the required services of this Contract, from 01 January 2020 onwards, for the duration of the Contract.

The successful Applicant will be responsible for the following (as detailed):

3.4 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.

3.5 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.

3.6 Personal Possessions

All precious metals, stones, rings etc., shall be removed from the body prior to confining and shall be delivered to the Torbay Council Environmental Health representative, unless stipulated by the next of kin.

3.7 Documentation

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

3.8 Funerals

3.8.1 Administration

Mandatory Requirement: Making all administrative arrangements with the Crematorium and Cemetery Office, Hele Road, Torquay, for either cremation or burial as may be determined, is in accordance with the Public Health (Control of Diseases)

Act 1984¹ and Code of Practice as issued by the National Association of Funeral Directors².

3.8.2 **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.

3.8.3 **Place of Burial/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.

3.8.4 **Service**

In line with the current Contract arrangements, Funeral Services are not required.

3.8.5 **Canvassing**

Mandatory Requirement: Canvassing is strictly prohibited.

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

3.8.6 **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.

3.9 Applicants must, as part of their Tender submission, submit their up to date Business Continuity and Disaster Recovery plans and policies, as attachments, in line with the requirement detailed within Part 4 Award Questionnaire.

3.10 *Mandatory Requirement:* As at section 4.3 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 quarterly basis, each year, throughout the entire Contract period.

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

2: <https://www.nafd.org.uk/wp-content/uploads/2016/12/Code-of-Practice-leaflet-rev-May-2014-rebranded-version-2-Dec-2016.pdf>

4. Contract and Performance Review Requirements

4.1 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.	<p>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.</p> <p>Any complaints of poor performance will be investigated by Authority.</p>	<p>Any issues identified should be addressed within the timescales specified by the Authority.</p> <p>The Authority will invoke the Default Procedures, as set out in the Contract.</p> <p>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.</p>
The Contract is managed effectively.	That contract management information is available regarding the number of funerals undertaken, dispersements, 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.

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

4.3 Contract Review Meetings

Mandatory Requirement: Torbay Council requires the successful Funeral Director to attend regular review meetings, throughout the life of the Contract. 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 quarterly basis, each year, throughout the entire Contract period.

5. Staffing

5.1 Safer Recruitment

5.1.1 To ensure the Service creates a safer recruitment culture for clients and staff, the following are all ***Mandatory 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;
- The Provider must, on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.

6. Invoicing

- 6.1 The successful Applicant must make all invoices payable by Torbay Council with Torbay Council's name and address and marked with senders name and address.
- 6.2 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 on a monthly basis (as appropriate).
- 6.3 The Authority's settlement terms are 30 days from receipt of the goods and services or the invoice, whichever is the later.
- 6.4 The successful Applicant must always obtain an official Torbay Council Purchase Order and quote the corresponding number on all invoices.
- 6.5 Invoices must be emailed to the Payments Section directly (Email: payments.section@torbay.gov.uk and also a copy must be emailed to: community.safety@torbay.gov.uk).
- 6.6 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be requested.
- 6.7 Payment will be by BACS and remittance advices will be transmitted to the successful Applicant by email or fax if email addresses and/or fax numbers are provided.

7. Added Value

7.1 Further Services Offered

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.

7.2 [Social Value, 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 2015-19:

<http://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>

Applicants should take into account the following key areas in formulating their response:

- 7.2.1 Jobs: Promote local skills and employment;
- 7.2.2 Growth: supporting growth of responsible regional business;
- 7.2.3 Social: Healthier, safer and more resilient communities;
- 7.2.4 Environment: protecting and improving our environment;
- 7.2.5 Innovation: promoting social innovation.

8. Scope and Nature of Possible Modifications or Options

- 8.1 During the life of this Contract, there may be increases to cremation and burial costs, at Torquay Crematorium and Cemeteries within the Torbay boundary;
- 8.2 Changes to Officiaries, Ministers and Medical Examiners and any associated fees;
- 8.3 Changes to Officers from Torbay Council;
- 8.4 Changes to legislation;
- 8.5 Changes to location of Crematorium and/or Cemeteries;

9. Awarding the Contract on Behalf of Other Contracting Authorities

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