

ITT B

## York and Scarborough Teaching Hospitals NHS Foundation Trust

## Invitation to Tender for the Funeral Service Provision – Lot 1. York & Lot 2. Scarborough

## FTS Number: 008384

## The Authority Reference Number: ML/23/1528

## Deadline for Tenders to be received: 12:00:00 AM on 11/09/2023

**SECTION B: TENDER** **SCHEDULES**

**TO BE COMPLETED AND RETURNED BY BIDDERS**

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SUMMARY TABLE

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| **Tender Schedules (to be returned by Bidders)** | |
| Annex B1 | Standard Selection Questionnaire*You must remember to submit your responses to sections 1, 2, 3 and 4 of the Eligibility Questions in accordance with the instructions set out in Section 3 of Section A of the ITT**Section 5: Economic and Financial Standing**Section 6: Technical and Professional Ability**Section 7: Additional Questions including Project Specific Questions* |
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**ANNEX B1**

**STANDARD SELECTION QUESTIONNAIRE**

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| **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. |

Yes **▢**

No **▢**

N/A **▢**

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| **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 **▢**  No **▢**  N/A **▢** |
| 1.1(g) - (ii) | If you responded yes to 1.1(h) - (i), please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide  - the website address,  - issuing body  - reference number. |  |
| 1.1(h) - (i) | For procurements for services only, is it a legal requirement in the country where you are established for you to:  a) possess a particular authorisation, or  b) be a member of a particular organisation,  to provide the requirements specified in this procurement? | Yes **▢**  No **▢** |
| 1.1(h) - (ii) | If you responded yes to 1.1(j) - (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. |  |
| 1.1(i) | Relevant classifications (state whether you fall within one of these, and if so which one)  a) Voluntary Community Social Enterprise (VCSE).  b) Sheltered Workshop.  c) Public service mutual. |  |
| 1.1(j) | Are you a Small, Medium or Micro Enterprise (SME)? | Yes **▢**  No **▢** |
| 1.1 (k) | Details of Persons with Significant Control (PSC), where appropriate.  - Name  - Date of birth  - Nationality  - Country, state or part of the UK where the PSC usually lives  - Service address  - The date he or she became a PSC in relation to the company ;  - Which conditions for being a PSC are met:  - Over 25% up to (and including) 50%  - More than 50% and less than 75%  - 75% or more  (Please enter N/A if not applicable) |  |
| 1.1(l) | Details of your immediate parent company:  - Full name of immediate parent company,  - Registered or head office address,  - Registration number (if applicable),  - VAT number (if applicable),  Please enter N/A if not applicable) |  |
| 1.1(m) | Details of ultimate parent company:  - Full name of ultimate parent company,  - Registered or head office address,  - Registration number (if applicable),  - VAT number (if applicable),  (Please enter N/A if not applicable) |  |
| 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). | | |

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| **Please provide the following information about your approach to this procurement:** | | |
| **Section 1 (cont.)** | **Bidding model** |  |
| **Question number** | **Question** | **Response** |
| 1.2 | Please indicate if you are bidding as a single supplier or as part of a group or consortium?  *If you are bidding as a single supplier please go to Q 1.3.*  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:   1. The name of the group/consortium. 2. The proposed structure of the group/consortium, including the legal structure where applicable. 3. The name of the lead member in the group/consortium. 4. Your role in the group/consortium (e.g. lead member, consortium member, subcontractor). 5. If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so, which criteria you are relying on them for |  |
| 1.3 | If you are proposing to use subcontractors please provide the details for each subcontractor.  - Name  - Registration number  - Registered or head office address,  - Trading status   1. Public limited company 2. Private limited company 3. Limited liability partnership 4. Other partnership 5. Sole trader 6. Third sector 7. Other (please specify your trading status)   - Registered VAT number  - SME (Yes/No)  - The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables - if known  - The approximate % of contractual obligations assigned to each subcontractor, if known  - 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? |  |
| 1.4 | Lots  Where applicable, please tell us which lot(s) you wish to bid for? | Answer |

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| **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** |
| * 1. (a) | Within the past five years, anywhere in the world, have you or any person who:   * is a member of the supplier’s administrative, management or supervisory body or * has powers of representation, decision or control in the supplier, * been convicted of any of the offences within the summary below and listed in full on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)? |  |
|  | Participation in a criminal organisation. | Yes **▢**  No **▢** |
|  | Corruption. | Yes ▢  No ▢ |
|  | Terrorist offences or offences linked to terrorist activities. | Yes ▢  No ▢ |
|  | Money laundering or terrorist financing. | Yes ▢  No ▢ |
|  | Child labour and other forms of trafficking in human beings. | Yes ▢  No ▢ |
|  | Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland. | Yes ▢  No ▢ |
|  | Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland. | Yes ▢  No ▢ |
| **2.1(b)** | If you have answered yes to any part of question 2.1(a), please provide further details, including:   * date of conviction and the jurisdiction, * which of the grounds listed the conviction was for, * the reasons for conviction, * the identity of who has been convicted.   If the relevant documentation is available electronically please provide:   * the web address, * issuing authority, * precise reference of the documents. |  |
| **2.1(c)** | 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). |  |

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| **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](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), and should be referred to before completing these questions. | | |
| **Question number** | **Question** | **Declaration** |
| 3.2(a) | 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.  If documentation is available electronically please provide:   * the web address, * issuing authority, * precise reference of the documents | Yes **▢**  No **▢** |
| 3.2(b) | If you have answered no to 3.2(a) please provide further details including the following:   * Country concerned, * what is the amount concerned * how the breach was established, i.e. through a judicial or administrative decision or by other means. * if the breach has been established through a judicial or administrative decision please provide the date of the decision, * if the breach has been established by other means please specify the means. |  |
| 3.3 | 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. | Yes **▢**  No **▢** |
| 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 | | |

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| **Section 4** | **Grounds for Discretionary Exclusion** | |
| The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), and should be referred to before completing these questions. | | |
| **Question number** | **Question** | **Declaration** |
| 4.1 | Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf) applied to you? |  |
| 4.1(a) | Breach of environmental obligations?  To note that environmental law obligations include Health and Safety obligations. See [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | Yes **▢**  No **▢** |
| 4.1(b) | Breach of social law obligations? | Yes **▢**  No **▢** |
| 4.1(c) | Breach of labour law obligations? | Yes **▢**  No **▢** |
| 4.1(d) | Bankruptcy or subject of insolvency? | Yes **▢**  No **▢** |
| 4.1(e) | Guilty of grave professional misconduct? | Yes **▢**  No **▢** |
| 4.1(f) | Distortion of competition? | Yes **▢**  No **▢** |
| 4.1(g) | Conflict of interest? | Yes **▢**  No **▢** |
| 4.1(h) | Been involved in the preparation of the procurement procedure? | Yes **▢**  No **▢** |
| 4.1(i) | Prior performance issues? | Yes **▢**  No **▢** |
| 4.1(j)  4.1(j) - (i)  4.1(j) - (ii)  4.1(j) –(iii)  4.1(j)-(iv) | Do any of the following statements apply to you ?  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.  You have withheld such information.  You are not able, without delay, to submit documents if/when required.  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 **▢**  No **▢**  Yes **▢**  No **▢**  Yes **▢**  No **▢**  Yes **▢**  No **▢** |
| 4.2 | You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 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.  If you are a relevant commercial organisation please -   * confirm that you have published a statement as required by Section 54 of the Modern Slavery Act. * confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54. | Yes ▢  No ▢  Yes ▢  No ▢ |
| 4.3 | If your latest published statement is available electronically please provide:   * the web address, * precise reference of the documents. |  |
| 4.4 | 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) |  |

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| **Part 3: Selection Questions** | | |
| **Section 5** | **Economic and Financial Standing** | |
| **Question number** | **Question** | **Response** |
| 5.1 | If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:   * the web address * issuing authority * precise reference of the documents |  |
| 5.2 | 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).  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). |  |
| 5.3  5.3(a)  5.3(b) | If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives.  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.  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). |  |

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| **Section 6** | **Technical and Professional Ability** |
| **Question number** | **Question** |
| **Relevant experience and contract examples**  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.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  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).  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.  **For each contract please provide the following information**  If you cannot provide examples see question 7.2 |

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| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| Name of customer organisation who signed the contract |  |  |  |
| Name of supplier who signed the contract |  |  |  |
| Point of contact 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 |  |  |  |

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| 6.2 | If you cannot provide at least one example for questions 7.1, 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. |
| 6.3 | Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s).  The description should include, but is not limited to, details of your supply chain management tracking systems to 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). |

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| **Section 7** | **Additional Questions including Project Specific Questions** | |
| **Question number** | **Question** | **Response** |
| **7.1** | **Insurance**  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:  Employer’s (Compulsory) Liability Insurance = £x  Public Liability Insurance = £x  Professional Indemnity Insurance = £x  Product Liability Insurance = £x  \*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:  http://www.hse.gov.uk/pubns/hse39.pdf | Yes **▢**  No **▢**  Yes **▢**  No **▢**  Yes **▢**  No **▢**  Yes **▢**  No **▢** |
| **7.2** | **Data protection** | |
| **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 Protection Regulation and to ensure the protection of the rights of data subjects. | Yes **▢**  No **▢** |
| **7.2(b).** | 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:   * to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; * to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; * to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; * to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); * to maintain records of personal data processing activities; and * to regularly test, assess and evaluate the effectiveness of the above measures. | |
| **7.3**  7.3 (a)  7.3 (b) | **Health and Safety - (*Contracting Authorities: please refer to supplier selection guidance before using these questions*)**  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.  **For use with Steel question -** Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate on comparable projects, for both:   * your organisation * all your supply chain members involved in the production or supply of steel | |
| **PUBLIC SECTOR CONTRACTS ONLY** | | |
| **7.5** | 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 **▢**  No **▢**  PASS/FAIL |
| **7.10** | [**Tackling Modern Slavery in Supply Chains**](https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains)  Where the supplier is a commercial organisation subject to Section 54 of the Modern Slavery Act 2015, contracting authorities should set appropriate selection criteria and methodology by which to assess compliance.  As compliance with the Modern Slavery Act is only relevant to UK bidders, criteria can be broadened to relate to non-UK bidders by asking them to provide a link to published modern slavery statements in their own jurisdiction or where these are not required, to a relevant company document containing the same type/level of information.  A pass/fail selection criterion may be set that either:   1. the bidder must have complied with the requirements contained within Section 54 of the Modern Slavery Act 2015 and associated guidance including information relating to:   a. the organisation’s structure, its business and its supply chains;  b. its policies in relation to slavery and human trafficking;  c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains;  d.the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;  e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate;  f. the training and capacity building about slavery and human trafficking available to its staff; or   * where the bidder is a non-UK supplier, the bidder must have provided a link to an equivalent statement or document which demonstrates information relating to a-f above.   Alternatively, if neither of the above are met, but the bidder provides a satisfactory explanation and assurances that either requirement will be met before contract award, this will be sufficient to pass the selection criterion but will be verified prior to contract award. | |

**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 |  |
| E-mail address |  |
| Postal address |  |

ANNEX B2  
SPECIFICATION

This Specification will be inserted into Schedule 5 of the contract (Specification and Tender Response Document).

Note that references in this Annex B2 to schedules and clauses are to schedules and clauses of the contract.

**Note to Bidders:**

**The Bidder must respond to each row of the Specification – Part 2 below.**

**Write "Confirmed" to confirm acceptance of the row.**

**If not accepted, the Bidder must state why not and propose its alternative drafting. This must be full form drafting capable of being inserted into the contract.**

**Note: The Bidder will not be permitted to add to this list or amend proposals to the Authority's detriment after the deadline for Tender submission.**

**Specification –** **Part 1: General**

This Specification and the bidder’s responses will form part of the Contract between the Authority and Providers.

The funeral service provision is for the York and Scarborough Teaching Hospitals NHS Foundation Trust, which may include bodies from local community hospitals being stored on behalf of the Authority at approved specified local undertakers and not on community sites.

The underlying ethos behind the contract between the Authority and Funeral Director is the same standard of service is offered to that of a private funeral throughout the whole process. The same level of service will be expected unless the provider identifies those areas where this will not be the case.

1. **SCOPE OF TENDER**
   1. The service provision will be divided into hospital sites (Lots) as detailed below.

|  |  |  |
| --- | --- | --- |
|  | **LOT 1 – York** | **LOT 2 - Scarborough** |
| **Available Sites** | York Hospital  Wigginton Road  York  North Yorkshire  YO31 8HE | Scarborough Hospital  Scalby Road  Scarborough  North Yorkshire  YO12 6QL |
| **Target date of commencement** | 1 December 2023 | 1 December 2023 |

* 1. The Authority reserves the right to appoint one main Provider or to appoint a single Provider

for each Lot.

* 1. Providers can bid for either or both lots and are required to provide a bid for each lot they wish to be evaluated for.
  2. Each Lot will be evaluated separately and awarded to the Provider offering the most advantageous offer to the Authority.
  3. If you wish to bid for one or both lots but on evaluation, you only secure a single Lot, then you will be required to provide the service for the Lot secured at the original price quoted.

1. **CONTRACT DURATION AND COMMENCEMENT**
   1. The contract for the funeral service provision is anticipated to commence on 1 December 2023 for a period of 2 years with 2 further optional extensions of 1 year each. The contract duration will not exceed 4 years.
   2. These arrangements will be terminable by the Authority on 3 months’ notice; the Authority will not be liable for any break charges or any other charges.
2. **TERMINATION**
   1. In the event of either party wishing to terminate or not renew the agreement for the provision of funeral services, a period of 3 months’ notice must be given.
   2. In the event of a Serious Untoward Incident (SUI) the service would be suspended with immediate effect.
   3. The provider is strongly advised to read the standard NHS Terms and Conditions of the contract prior to submitting their tender responses. <https://www.gov.uk/government/publications/nhs-standard-terms-and-conditions-of-contract-for-the-purchase-of-goods-and-supply-of-services>
3. **SERVICE SUMMARY**
   1. The Authority requires the provision of Funeral services, to include removal and storage of deceased patients from the aforementioned Authority sites specified or other requested locations.
   2. The contract shall cover the provision of Funeral Services as required by the Authority. The sites participating in the Contract may change pending any future reviews of the status of these sites. The Provider will be advised in advance of any changes.
   3. The Provider will perform the contract in accordance with the ‘Code of Practice’, of ‘The National Association of Funeral Directors’ (NAFD) or The National Society of Allied and Independent Funeral Directors (SAIF).
   4. In addition, this contract will also include funerals for stillbirths, including pregnancy loss pre-24 weeks gestation and early neonatal deaths.
   5. Transportation for post-mortems will also be required within 48hrs of notification.
   6. The Provider of this service shall be required to supply high-quality, compassionate funeral services, removal, and storage of deceased patients from the hospital site or other requested location.
   7. Access to the provision of this service in exceptional circumstances may be required 24 hours a day, 7 days per week 365 days per year/ Weekend/ Bank Hols within 3 hours of notification.
   8. Transporting the deceased from the Mortuary within 24 hours of notification and holding them in their undertakers/Funeral Directors’ facility until the families of the deceased make final arrangements.
   9. Transport from other Authority sites as required.
   10. Due to the sensitive nature of this service, there may be time-constrained situations where no other suitable solutions are available. Therefore, the availability, punctuality, flexibility, and reliability of these services are essential to this contract.
   11. Please note that this specification outlines services for a cremation which will be the norm. However, exceptions must be provided when required.
4. **ANNUAL ESTIMATED ACTIVITY LEVELS**
   1. Funeral Services are arranged in accordance with the needs of the Authority and, therefore, demand may vary substantially. **The following details are based on an average of the last 3 years of activity for the Authority and are approximate. The Authority shall not be bound by such estimates:**

|  |  |  |
| --- | --- | --- |
|  | **LOT 1 – York** | **LOT 2 - Scarborough** |
| **Adult Funerals** | 20 | 10 |
| **Baby Funerals (including stillbirths, pregnancy loss, pre-24 weeks gestation, and early neonatal deaths)** | 50 | 25 |
| **Post Mortem (normally to Leeds – for pregnancy loss pre-24 weeks gestation, stillbirths, and early neonatal deaths)** | 50 | 20 |

1. **MANDATORY REQUIREMENTS**

It is not expected for bidders to have these in place whilst bidding for the tender, these requirements will however become a condition of the contract and it is expected for the winning bidder to have them in place by the contract start date.

* 1. The Provider must have employers’ liability insurance.
  2. The Provider must have public liability insurance.
  3. The Provider must have professional indemnity insurance (to cover their own).
  4. This service contract is to be provided by a provider who is/are member(s) of a registered funeral-associated professional affiliation.

1. **SERVICE SPECIFICATION – MAIN DUTIES AND RESPONSIBILITIES**

The Authority requires the Provider to offer a highly professional, quality, compassionate, and sensitive service to Authority.

**The Provider must:**

* 1. Due to the nature of the service, it is essential the Provider and their personnel must:
     1. Possess excellent communication, compassion, listening, and people skills
     2. Have a dignified, respectful, and serious manner
     3. Be extremely well presented in their attire
     4. Be understanding and accepting of different religious and cultural beliefs
     5. Have a flexible, approachable manner
     6. Have the emotional strength to cope with other people’s distress

1. **RESPONSE TIMES**
   1. On the request of the Authority for initiating a funeral, a response within the same working day is required.
   2. Communication between the Authority and the Provider will be required until the completion of the funeral.
   3. The Provider’s Lead contact, or a deputy as detailed in the offer schedule, must be contactable between the hours of 9 am – 5 pm Monday to Friday.
   4. On receipt of a request, the Provider must be at the requested destination for collection within 24 hours timeframe.
   5. The Provider should advise the Authority’s authorized officer of any known delays due to traffic problems.
2. **SERVICES TO BE PROVIDED BY THE PROVIDER** 
   1. It is expected that the same level of service is given for a hospital funeral as to any other funeral including the same number of bearers offered as to any other client.
   2. Family/Bereavement staff are to be able to pick a suitable time for the service for all i.e., not just the first appointment of the day.
   3. Family to be able to view the deceased, if appropriate, at the funeral director’s chapel of rest as often as they would like should they wish to. Chapel visits between 9 am and 5 pm on a weekend unless otherwise arranged with the funeral director.
   4. The Provider is to provide timely transport for the officiating authorized person (if appropriate a Hospital Chaplain) to and from the hospital and place of the funeral.
   5. In exceptional circumstances, if the deceased relatives request interment, this can include but is not limited to, a cemetery near the deceased’s residency, i.e., a Selby family may wish to bury their child in a local cemetery. This can only be within the Trust’s radius.
   6. Cremated remains pertaining to stillbirths, including pregnancy loss pre-24 weeks gestation and early neonatal deaths, child, or adult cremation) must be stored in an appropriate and secure receptacle, to be held by the Provider.
3. **PROVISION OF CHAPEL OF REST AND VIEWING FACILITIES**
   1. A Chapel of Rest and viewing facilities must be made available for families. Times for the family to visit are to be mutually agreeable.
   2. The chapel shall be suitably furnished throughout with the coffin placed on a bier or trestles.
   3. For babies or young children, a suitable moses basket/cot should be available.

1. **ARRANGEMENTS ON THE DAY OF THE FUNERAL**
   1. The Provider shall be responsible for ensuring that the funeral, as agreed with the client, is carried out punctually and with due care and attention to detail.
2. **MORTEM TRANSPORT (USUALLY TO LEEDS)**
   1. As required transport for post-mortems must be provided. Only one adult to be transported at any one time, however for pregnancy loss pre 24 weeks gestation, stillbirths and early neonatal deaths more than one baby can be transported. This is to be charged per journey not per number of deceased.
   2. Provision for patients deemed to be bariatric must be available.
   3. Transportation for post-mortems will also be required within 48hrs of notification.
3. **PROCEDURES TO FOLLOW FOR THE REMOVAL OF BODIES**
   1. Ensure location of body prior to collection – if in doubt report to reception.
   2. Must use stacking trolley.
   3. Transfer of body to own refrigeration after collection.
   4. Report to named person on arrival – do not attempt to remove a body before doing so.
   5. Collection of a body must be completed in a timely manner of the request being made from the hospital.
   6. A minimum number of two staff should be provided to carry out this service.
   7. Please refer to the HSE regulations on "Controlling the risks of infection at work from human remains" when handling the deceased.
   8. **Important note:** Bodies from community hospitals may be stored on behalf of the Authority at approved specified local undertakers, and not on the community sites.
4. **CLOTHING / OTHER PROPERTY**
   1. It is to be understood, that it is acceptable for the deceased to be dressed in their own clothing, where this has been their wish, or is the preference of family members/next of kin. Where cremation is taking place, it is understood that certain materials will not be acceptable, to comply with regulations, however, this is to be discussed on an individual basis, and every effort is to be made, for the deceased /deceased families wishes, to be honoured.
   2. It is the responsibility of the bidder to operate in accordance with HSE regulations on controlling the risks of infection at work from human remains.
5. **ADULT FUNERAL**
   1. The Authority will offer a standard package which includes the services provided by the funeral director. This will include the cost of:
      1. Cremation fees or interment fees, (as appropriate),
      2. The coffin,
      3. The authorised person to officiate at the funeral (if appropriate a Hospital Chaplain)
      4. Hearse to transport the deceased from the funeral directors to the place of the funeral.
      5. If an interment is appropriate, then a graveside or small chapel service only will be provided.
   2. Please note this service is only carried out if there is no known next of kin or the Authority understands that the family are unable to pay for the funeral themselves.
6. **BABY FUNERAL**
   1. The Authority will offer a standard package which includes the services provided by the funeral director. This will include the cost of:
      1. Cremation fees or interment fees, (as appropriate),
      2. The coffin,
      3. The authorised person to officiate at the funeral (if appropriate a Hospital Chaplain)
      4. Hearsette or suitable approved vehicle to transport the deceased from the funeral directors to the place of service.
   2. Where the funeral is for stillbirths, including pregnancy loss pre-24 weeks gestation and early neonatal deaths, paper petals are to be offered to families as an alternative to soil for scattering over the coffin.

**The family or those organising the funeral would be expected to pay for additional costs such as the following:**

* Flowers
* Private plots
* Additional cars for mourners
* Headstones or memorial plagues
* Church services

1. **COFFIN SPECIFICATION**
   1. Timber
      1. To be not less than ¾” finished thickness, good sound timber suitable for the purpose, free from shakes and knots.
      2. All outer surfaces are to be well rubbed off with glass paper and left perfectly smooth. The finish is to be stained and waxed or polished.
      3. The Coffin is to be strongly constructed, with nail heads punched in and stopped. The Inside is to be properly sealed and watertight.
      4. Suitable mouldings to be less 1.25” to be provided around lid and bottom.
   2. Interior Furnishing
      1. The interior of the coffin to be furnished as follows:
      2. To be lined with domette or bleached calico, furnished with combined mattress and pillow, face clothe and gown.
   3. Exterior Furnishing
      1. The exterior furnishings of the coffin to be as follows:
      2. Three pairs of good quality grips or rings, with rear plate or rose, to be strongly affixed two on each side of coffin, and one each at head and foot ends. Breastplate to be 10” x 6” and suitably inscribed. Coffin to be secured with at least six matching coffin screws, or alternatively, with the same number of countersunk screws surmounted with matching caps or wreath holders.
   4. Coffins for those up to 1 year (stillbirths, including pregnancy loss pre-24 weeks gestation and early neonatal deaths)
      1. In place of the finish specified above, an appropriate size coffin should have a white exterior and have a complete covering of white swansdown inside. The exterior furnishings are to consist of two pairs of grips or rings with rear plate or rose. The breastplate to be 8” x 6” suitably inscribed.
   5. Coffins for those up to 6 years
      1. In place of the finish specified above, the coffin should have a white exterior and have a complete covering of white swansdown inside. The exterior furnishings are to consist of two pairs of grips or rings with rear plate or rose. The breastplate to be 8” x 6” suitably inscribed.
2. **VEHICLES**
   1. The Provider shall hold licenses for, and provide:
      1. A private ambulance for transportation (to include bariatric solution)
      2. Provide a modern glass-sided motor hearse which will be identical in all aspects to those used on funeral outside the contract.
      3. Provide a Hearsette or approved modified vehicle for baby funerals which will be identical in all aspects to those used on funerals outside the contract.
      4. The hearse, hearsette and car for mourner and all vehicles supplied shall be maintained to the highest standards of cleanliness and mechanical reliability.
      5. The Provider shall in the event of a breakdown of a vehicle allocated for a journey to be undertaken on behalf of the Authority, supply an equivalent replacement vehicle at no additional cost.
      6. All vehicles used in conjunction with the contract need to be maintained in a presentable, safe roadworthy and clean condition.
      7. Vehicles must not be used for the transportation of any other provision whilst being used on the Authorities specified business.
      8. Access to the vehicles for the purposes of inspection of the vehicle must be provided for the Authority’ Authorised Officer, as and when required. Any costs incurred for such inspections to be met by the Provider. Such inspections shall not be taken by the Provider as being an approval or guarantee of road worthiness.
3. **POLICIES AND PROCEDURES**
   1. The Provider shall allow for complying with the following Authority policies and procedures, not limited to:
      1. Control of Infection
      2. Health and Safety Policy; Accidents at Work including Smoking and
      3. First Aid
      4. Fire Procedures
      5. Major Incident Procedure
      6. Bomb Alert Procedure
      7. Car Parking
      8. Disinfection Policy
      9. COSHH
      10. Healthy Workplace Strategy
      11. Hepatitis Advisory Group – Guidelines for the Care of Patients with
      12. Hepatitis B, Virus Inspection, November 1989
      13. UK Health Department – AIDS – HIV Infected Health Care Workers,
      14. December 1991
      15. Policy for Handling Media Enquiries
      16. Control of Pesticides Regulations 1986
      17. Control of Pollution Act 1974 (Prevention of Pollution of Water)
      18. Caldicott Report on confidentiality
      19. Inclusivity / Equalities Policy
      20. Any relevant statutory legislation
   2. In some instances, the Authority may have their own procedures and the Provider will be expected to comply with these so far as they affect sites to which they are applicable. The Provider should contact the Authority Authorised Officer for guidance. This list is not necessarily exhaustive. The Authority will, as soon as is reasonably practical, provide to the successful Provider copies of all relevant policies, rules, procedures or standards. The Authority will throughout the contract period ensure that any changes in such documents made from time to time are brought to the attention of the Provider.
4. **RISK MANAGEMENT**
   1. The Provider must give a commitment to train their personnel and ensure they adhere to the procedure and policies.
   2. The Provider must report any accidents, incidents or spillages whilst carrying out a requirement the Authority to the Authorised Officer(s).
   3. The Provider must provide a copy of their Health & Safety policy and any risk assessments, safe systems of work, staff training procedures, safety rules or similar, if requested.
      1. Please include within your submission copies of the following
      2. Recruitment/selection policy process
      3. Operating Licence’s
      4. Health & Safety (including but not limited) Lift Operation and Lifting Equipment regulations
      5. Complaints procedure
5. **COMPLAINTS**
   1. The Provider will inform the ‘Authorised Officer’ verbally within 24 hours of being made aware. The Provider should submit any formal complaints in writing, in relation to this contract to the Authorised Officer within reasonable time of the issue arising.
   2. In order to facilitate the investigation of complaints from service users the provider must provide upon request written details of each requirement for the past 3 years.
   3. Any complaints received by the Provider from the Authority regarding service or elements of service being provided must be replied to within 72 hours. Failure to do so will result in delay in invoice payment until the complaint is answered in writing to the satisfaction of the Authority Authorised Officer. The Provider must nominate a specific member of staff from his own team to deal specifically with complaints.
   4. Feedback will be received from families of the deceased, the clergy performing the service and witnesses to the service in cases where Trust employees have acted as witness.
6. **ADMINISTRATION**
   1. The Provider must only act on instructions from Authorised Officers of the Authority. The Authority will provide the Provider (at the commencement of the contract) with details of the duly Authorised Officer(s) and their contact details. No variation shall be made other than in pursuance of the request issued by a duly Authorised Officer of the Authority.
   2. *RELATING TO THE FUNERAL*
      1. The Provider shall update and communicate regularly important factors of the funeral.
7. **CONFIDENTIALITY**
   1. Providers are reminded of the absolute necessity for maintaining in strict confidence any information or knowledge which may come into their possession relating to the Authority, any of its staff and/or patient under this contract. It is the Provider’s responsibility to ensure that their employees who may be engaged on any part of the Contract are fully informed and aware of this clause.
8. **INVOICES / PAYMENT**
   1. The Provider shall provide a funeral service and arrange payment of all fees and disbursements related to the funeral. Invoice(s) should then be sent to the Authority.
   2. Invoices for the Funeral Services undertaken by each of the Hospital’s site must be submitted individually to:

York Teaching Hospitals NHS Foundation Trust

Finance Department

Tribune House

Centurion Park

Tribune Way

Clifton Moor

York

YO39 4RY

* 1. All invoices must include the following information:
* Purchase Order Number
* Date of Funeral Service
* Case Numbers of deceased
* Location of Service
* Package detail as the pricing schedule
  1. Invoices will only be paid when supported by the above details.
  2. Should the relatives and/or family, having previously requested any additional requirements over the above the contract funeral and in addition to those authorised by Authority management, they shall be duly invoiced directly for such items.

1. **STAFF**
   1. All staff employed by the Provider must be subject to a Disclosure and Barring Service (DBS) check to comply with the Authority requirements.
   2. The Provider would be expected to have completed all appropriate employment checks.
   3. All drivers, undertakers and bearers shall be dressed in black or uniformly dressed in dark grey or navy blue, to an acceptable standard in the manner normally associated with private funerals. The same standard of smart dress attire shall apply to the collection and removal of bodies from the identified locations.
   4. Behave at all times in a polite and empathic manner, in particular when dealing with bereaved relatives and friends. Act appropriately around press interest in the deceased’s movements.
   5. Ensure the deceased is, at all times, treated with care, respect and dignity, and that chosen routes of exit/access to buildings to vehicle are appropriate.
   6. Refrain from canvassing for business for themselves or any other party, including not leaving business cards.
2. **TRAINING**
   1. The Provider is responsible for ensuring that their staff are up-to-date with any qualifications, courses, statutory & mandatory training and vaccinations required to perform their duties. This includes appropriate training for any equipment or materials utilised in the provision of the service. This will be at the Providers’ own cost.
   2. All Staff to hold HSE certificates for manual handling.
3. **CONTRACT REVIEW MEETINGS**
   1. The Authority requests an initial review, 6 months after the contract period commences. Following this, the Authority and the Provider will meet up to 6 months with the ability to schedule additional meetings if any contractual issues occur.
   2. Meetings shall be essential with both parties, the Authority and the Provider to discuss the on-going service of the outsourcing activity.
   3. Monitoring will be carried out by the Authorities Authorised Officer, or a person nominated for the purpose by the Authorities Authorised Officer who will have detailed knowledge of the specification, an understanding of the required services, together with sufficient knowledge to make decisions on any necessary changes. The decision will be binding on the Provider.
   4. This may be by way of a face-to-face meeting or a teleconference.
   5. Prior notification shall be given by the Authority to manage 6 monthly review meetings.
   6. Where the Provider fails to meet these quality standards, the Authority reserve the right to enforce the following:
      1. The Provider will be notified of where any failures to achieve quality standards have occurred;
      2. Any failure to meet the defined quality standards will be discussed at the monitoring meetings and may affect and may ultimately result in the suspension or cancellation of the contract;
   7. Key Performance Indicators (KPI)’s are to be provided to the Authority by the Provider. The Provider must liaise with the Authority to ensure all required data is complete where necessary.
   8. Nominated members of the Authority may take unannounced visits to Provider’s premises.
4. **KEY PERFORAMNCE INDICATORS (KPI’S) AND SERVICE CREDIT**

**All indicators must be on par or exceed those achieved by the Authority.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Key Performance Indicators (KPIs)** | | | |
| **Measure** | **Target** | **Period** | **Remediation/Service credit** |
| Employer’s liability insurance | 100% | Annually | Termination of contract |
| Public liability insurance | 100% | Annually | Termination of contract |
| Professional indemnity insurance | 100% | Annually | Termination of contract |
| Member of a registered funeral associated professional affiliation | 100% | Annually | Termination of contract |
| Vehicle insurance | 100% | Annually | Termination of contract |
| Changes to vehicles to reported | 100% | Monthly |  |
| Random vehicle inspections | 100% | Annually |  |
| Inspection of premises:   1. Vehicle Inspection at Premises 2. Staff Records inc Disclosure and Barring Service (DBS) records of all staff 3. Staff Training Records for all staff incl 4. Staff Training Records for all staff incl qualifications, courses, statutory & mandatory training | 100% | Annually |  |
| The Funeral Director and his/her staff in attendance at the service must ensure that they are presented professionally in dress and manner | 100% | Annually |  |
| Comply with the agreed response times for responding to initial requests | 90% | 6 months | £150 |
| Comply with the agreed response times for the completing the service | 90% | 6 months | £150 |
| Regular communication with the Provider until the completion of the funeral | 90% | 6 months | £150 |
| Lead contact or Deputy to be contactable 9am – 5pm Monday to Friday | 90% | 6 months | £150 |
| Regular communication with the Provider until the completion of the funeral | 90% | 6 months | £150 |
| Complaints | <1% | 6 months | Cost incurred by the Authority |
| Failure to respond to requests | 100% | 3 months | Cost incurred by the Authority |
| Failure to consistently provide standard of service stated |  |  | Equal sum of service not provided |

***Note: Other quality measures may be introduced subject to agreement by both parties.***

1. **EXIT PLANNING**
   1. It is imperative that the providers continue to provide a highly professional, quality and compassionate service until the final day of the contract.
   2. If a contract funeral has been arranged prior to the final contract date, and the funeral will take place up to and including 4 weeks after the final contract date; it will be a requirement of the provider to fulfil this funeral.
   3. The supplier shall produce and maintain arrangements which set out the methodology for achieving an orderly transition of these services from the supplier to the Authority or a replacement supplier on the expiry or termination of this Contract.
   4. As a minimum the arrangements will include:
      1. A detailed description of how the services will be ceased and transferred to the Authority or a replacement supplier;
      2. Details of the management structure to be employed to effectively transfer the services;
      3. Details of how relevant knowledge will be transferred;
      4. Details of any assets and/or contracts (if any) which may be available for transfer upon transfer or termination.
   5. The supplier is required to maintain and update the arrangements to reflect any changes in the services and other matters necessary to ensure that the replacement supplier is able to implement the arrangements at any time.
   6. The supplier shall provide such support and assistance as required in order to achieve a smooth transfer of the services to the Authority or a replacement supplier as specified by the Authority at any time prior to, or within 90 days following, the occurrence of termination or expiry of the Contract.
2. **ADDITIONAL REQUIREMENTS FOR LOT 1 - YORK**
   1. There are no additional requirements for York.
3. **ADDITIONAL REQUIREMENTS FOR LOT 2 - SCARBOROUGH**
   1. The contract will also include the transport of pre 14 weeks from Scarborough Hospital Mortuary to Woodlands Crematorium, Scarborough on the first Thursday of each month in a sealed white, small “baby” cardboard coffin. The coffin will be delivered using a dignified Hearse or Hearsette.

**Specification –** **Part 2: Services only**

|  |  |
| --- | --- |
| **Specification** | **Response (confirmation)** |
| SCOPE OF TENDER |  |
| CONTRACT DURATION AND COMMENCEMENT |  |
| 1. TERMINATION |  |
| 1. SERVICE SUMMARY |  |
| 1. ANNUAL ESTIMATED ACTIVITY LEVELS |  |
| 1. MANDATORY REQUIREMENTS |  |
| 1. SERVICE SPECIFICATION - MAIN DUTIES AND RESPONSIBILITIES |  |
| 1. RESPONSE TIMES |  |
| 1. SERVICES TO BE PROVIDED BY THE PROVIDER |  |
| 1. PROVISION OF CHAPEL OF REST AND VIEWING FACILITIES |  |
| 1. ARRANGEMENTS ON THE DAY OF THE FUNERAL |  |
| 1. POST MORTEM TRANSPORT (USUALLY TO LEEDS) |  |
| 1. PROCEDURES TO FOLLOW FOR THE REMOVAL OF BODIES |  |
| 1. CLOTHING / OTHER PROPERTY |  |
| 1. ADULT FUNERAL |  |
| 1. BABY FUNERAL |  |
| 1. COFFIN SPECIFICATION |  |
| 1. VEHICLES |  |
| 1. POLICIES AND PROCEDURES |  |
| 1. RISK MANAGEMENT |  |
| 1. COMPLAINTS |  |
| 1. ADMINISTRATION |  |
| 1. CONFIDENTIALITY |  |
| 1. INVOICES / PAYMENT |  |
| 1. STAFF |  |
| 1. TRAINING |  |
| 1. CONTRACT REVIEW MEETINGS |  |
| 1. KEY PERFORAMNCE INDICATORS (KPI’S) AND SERVICE PENALTY |  |
| 1. EXIT PLANNING |  |
| 1. ADDITIONAL REQUIREMENTS FOR LOT 1 - YORK |  |
| 1. ADDITIONAL REQUIREMENTS FOR LOT 2 - SCARBOROUGH |  |
| 1. Target commencement Date (Lot 1) – YORK:   **1 December 2023** |  |
| 1. Target Commencement Date (Lot 2) – SCARBOROUGH:   **1 December 2023** |  |
| 1. **Term:** 2 years with 2 further optional extensions of 1 year each. The contract duration will not exceed 4 years |  |
| 1. **Contract** Manager for the Authority: | Debbie Bayes |
| 1. **Contract** Manager for the Bidder: |  |
| 1. **Notices:**  shall be served in writing on the Bidder by delivering them to the following person: | Name:  Address:  Role: |
| 1. **Notices:** shall be served in writing on the Authority by delivering them to the following person: | Mike Li  Senior Buyer  Procurement Department  York and Scarborough Teaching Hospital  Tribune House, Tribune Way  York  North Yorkshire  YO30 4RY |

ANNEX B3  
TENDER RESPONSE DOCUMENT

**Note to Bidders: Your response to this Annex B3 will be included in** **Schedule 5 (Specification and Tender Response Document) of the contract. As such, it will form part of your contractual obligations to the Authority if you are awarded a contract.**

1. TECHNICAL AND QUALITY QUESTIONS AND METHOD STATEMENTS

# Overview

* 1. Please provide a concise summary highlighting the key aspects of the proposal. (This response is not evaluated and should be used to contextualise your detailed responses).

|  |
| --- |
| **Response *(maximum 500 words)*** |
|  |

# Confirmation of full compliance with Specification

* 1. See Annex B2, which you must complete.

# Method statement questions

* 1. Please give a clear explanation of how you see the delivery of the Service to the Authority.

|  |
| --- |
| **Response *(maximum 500 words)*** |
|  |

* 1. Please specify any areas or elements for which you wish to use a subcontractor and provide the following details:
     1. which subcontractor you wish to use and for what elements;
     2. what reasons you have for such subcontracting;
     3. why particular third parties would be chosen;
     4. any existing relationship with each such subcontractor; and
     5. how you would ensure that appropriate management controls would be put in place.
  2. Please explain what contractual arrangements you have (if any) with subcontractor(s) to ensure that your obligations to the Authority will adequately flow down to the subcontractor(s).

|  |
| --- |
| **Response** |
|  |

# 

# Criteria – Scored Questions: technical and quality evaluation (worth 80% overall)

Please respond to the Technical and Quality Questions by completing Appendix A – Technical and Quality Questionnaire.



If you need a copy of the Questionnaire, please reach out to [mike.li@nhs.net](mailto:mike.li@nhs.net) via email.

The technical evaluation will be scored in accordance with the table below:

|  |  |  |
| --- | --- | --- |
| **Grade label** | **Grade** | **Definition of Grade** |
| Unacceptable | 0 | The proposal completely fails to meet the required standard or does not provide an answer |
| Weak | 1 | The proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other aspects of the Tender |
| Satisfactory | 2 | The proposal meets the required standard in most material respects but is lacking or inconsistent in others |
| Good | 3 | The proposal meets the required standard in all material respects |

**Scored questions:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section** | **Section weighting (%)** | **Question no.** | **Question** | **Weighting** |
| **Pass / Fail** | **Pass / Fail** |  | | |
| Member Association | Pass / Fail | PF1 | Members of a registered funeral-associated professional affiliation. | Fail if not a member |
|  | | | | |
| **LOCATION** | FOR INFORMATION | LO1 | Lot 1 only - Please indicate if you are tendering for Lot 1 - York | Yes / No |
| LO2 | Lot 2 only - Please indicate if you are tendering for Lot 2 - Scarborough | Yes / No |
| **HUMANITARIAN, COMPASSION & PROFESSIONALISM** | 9% | **HCP1\*** | Please describe your Full Funeral attire policy for uniformed staff and provide a copy of your policy. The information provided is not limited to funeral on the day and collection of deceased. | 40 |
| **HCP2\*** | Describe how you identify the bereaved needs and what support do you offer? | 50 |
| **SECTION TOTAL** | | | | 90 |
| **SECTION TOTAL AFTER WEIGHTING** | | | | **9%** |
| **PREMISES, VEHICLES, APPEARANCE** | 15% | **PVA1\*** | How do you ensure your vehicles are cleaned after each use? | 30 |
| PVA2 | Demonstrate your vehicles are road worthy. The information provided is not limited to MOT, service history. | 30 |
| **PVA3\*** | Please describe your policies /procedures for maintaining a high standard of cleanliness of your viewing rooms. | 30 |
| **PVA4\*** | Please describe your policies /procedures for maintaining a high standard of decoration of your viewing rooms. | 30 |
| PVA5 | Please describe how you ensure staff act in a professional manner. | 30 |
| **SECTION TOTAL** | | | | 150 |
| **SECTION TOTAL AFTER WEIGHTING** | | | | **15%** |
| **QUALITY & RELIBILITY** | 23% | **QAR1\*** | Describe how you will communicate with the Bereavement Services when organising a funeral. | 40 |
| **QAR2\*** | Please describe your experience processes you would implement in order to manage and support the cremation/ babies, still births, etc. | 30 |
| QAR3 | Describe how you will be able to cope with service demand (especially at busy times) | 30 |
| QAR4 | Describe details of the staffing resource available to cope with service level demand (especially at busy times). | 30 |
| **QAR5\*** | Please describe any special equipment/facilities do you have to provide individual funerals for babies from 14 weeks gestation up to six weeks of age? | 30 |
| QAR6 | Please demonstrate your track record of providing a high-quality funeral service for all. | 40 |
| QAR7 | Please demonstrate that you complete all the necessary employment checks. | 30 |
| **SECTION TOTAL** | | | | 230 |
| **SECTION TOTAL AFTER WEIGHTING** | | | | **23%** |
| **FLEXIBILITY OF SERVICE** | 9% | FOS1 | Please describe how you would accommodate a willingness to change plans to suit relatives and options for time of service. | 30 |
| **FOS2\*** | Please describe how you would respond to a short notice request. | 30 |
| FOS3 | Please describe your flexibility to allow visits to the Chapel of Rest. | 30 |
| **SECTION TOTAL** | | | | 90 |
| **SECTION TOTAL AFTER WEIGHTING** | | | | **9%** |
| **TRAINING** | 7% | TRA1 | Please provide a brief description of how you train, supervise, and monitor your staff to ensure their ongoing competence in their roles. | 30 |
| **TRA2\*** | Please provide details of statutory and mandatory training and compliance. The information provided but not limited to is a document with details of staff, statutory and mandatory training and the relevant training required. | 30 |
| TRA3 | Please provide details of your induction process. | 10 |
| **SECTION TOTAL** | | | | 70 |
| **SECTION TOTAL AFTER WEIGHTING** | | | | **7%** |
| **KEY PERFORMANCE INDICATORS AND SERVICE CREDITS** | 4% | KPI1 | If successful, you would be held to the KPIs listed in the attached specification document. Please detail how you would monitor and demonstrate your performance against these KPIs. | 40 |
| **SECTION TOTAL** | | | | 40 |
| **SECTION TOTAL AFTER WEIGHTING** | | | | **4%** |
| **EXIT PLANNING** | 3% | EPL1 | Describe your exit plan. | 30 |
| **SECTION TOTAL** | | | | 30 |
| **SECTION TOTAL AFTER WEIGHTING** | | | | **3%** |
| **POLICIES AND PROCEDURES** | **INFORMATION** | PAP1 | Please provide a copy of your policies and procedures. | INFORMATION |
| **SECTION TOTAL** | | | | 0 |
| **SECTION TOTAL AFTER WEIGHTING** | | | | **INFORMATION** |
| **SOCIAL VALUE AND NET ZERO** | 10% | SVNZ1 | How will you actively engage with the support local communities, such as through partnerships with charitable organisations or initiatives focused on bereavement support? | 2.5 |
| SVNZ2 | What steps will your funeral service take to promote emotional well-being and provide comprehensive grief support for bereaved individuals and their families throughout the funeral process and beyond? | 2.5 |
| SVNZ3a | What measures will you take to ensure environmental sustainability and minimise its carbon footprint? | 2.5 |
| SVNZ3b | How will this be measured? | 2.5 |
| **SECTION TOTAL** | | | | 10 |
| **SECTION TOTAL AFTER WEIGHTING** | | | | **10%** |
|  | | | | |
| **TOTAL OVERALL QUALITY SECTION AFTER WEIGHTING** | | | |  |
| **PRICE SCORE (Max 20%)** | | | |
| **OVERALL SCORE** | | | |

**PLEASE NOTE: As part of the Tender process, a dedicated evaluation panel may conduct an on-site inspection of your premises to validate the responses provided. Ten specific questions have been highlighted in Bold and \* (Asterisk) for this purpose. The scoring may be subject to adjustment based on the findings during the inspection.**

ANNEX B4

cOMMERCIAL SCHEDULE

1. GENERAL INSTRUCTIONS
   1. All pricing should be in pound sterling (£GBP).
   2. Costs should be quoted exclusive of VAT. Please confirm this in your Commercial Schedule and indicate if the project will attract VAT and at what rate.
   3. If your proposal includes costs for sub-contractors these costs must be identified and shown inclusive of any VAT, they will charge you.
2. PRICING MODEL AND CONNECTED QUESTIONS
   1. Please complete the cost model by completing the attachment of Appendix B – Pricing Schedule and submit via <https://health-family.force.com/s/Welcome>.

****

* 1. Please give information on your overall approach to the following:
     1. how charges will be calculated for each element of the services; and
     2. the proposed payment profile over time
  2. Cost Model, this will also be provided as a separate document:

**Important Notes:**

**POST MORTEM -** Please note more than one baby can be transported per journey. This is to be charged per journey not per number of deceased.

**TRANSPORT -** Please note this is required monthly. Also, more than one baby can be transported per journey. This is to be a monthly charge.

* 1. If it appears to the Authority that any tender may be abnormally low, then the Authority may ask the Bidder to explain its price or costs. If following the Bidder's explanations, the Authority is not satisfied with the Bidder's account for the low level of price or cost in the Tender, the Authority may treat the Tender as non-compliant and reject it.
  2. Important – all applicable cost must be included in the pricing schedule packages, including but not limited to:
     1. the services provided by the **funeral director**
     2. **body storage**
     3. **cost of the cremation fees or interment fees, (as appropriate)**
     4. **doctor’s fee (if appropriate) –** the standard process for reimbursing Doctor’s fees will continue until further notice as there has been no further national correspondence on this.
     5. **coffin**
     6. **authorised person to officiate at the funeral**
     7. **hearse / vehicle to transport the deceased from the funeral directors to the place of the funeral.**
     8. **If an interment is appropriate, then a grave side service only will be** **provided.**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Lot 2 - Scarborough** | **Notes** |  |  |  |  |  |  |  |  |  |  |  |
| **Total Price Inc VAT** | £0.00 |  | £0.00 |  | £0.00 |  | £0.00 |  | £0.00 | £0.00 | £0.00 |
| **Net Price** |  |  |  |  |  |  |  |  |  |  |  |
| **Lot 1 - York** | **Notes** |  |  |  |  |  |  |  |  |  |  |  |
| **Total Price Inc VAT** | £0.00 |  | £0.00 |  | £0.00 |  | £0.00 |  | £0.00 | £0.00 | £0.00 |
| **Price per Funeral** |  |  |  |  |  |  |  |  |  |  |  |
|  | **Scarborough** |  |  |  |  |  |  |  |  |  |  |  |
|  | **York** |  |  |  |  |  |  |  |  |  | N/A |  |
|  |  | Internment Standard Package | Internment Fee | Cremation standard package | Cremation Fee | Still Birth Interment - Standard package | Internment Fee | Still Birth cremation - Standard package | Cremation Fee | Post Mortem transportation (normally to Leeds) - for pregnancy loss pre 24 weeks gestation, stillbirths and early neonatal deaths. | Pre 14 weeks - Transport from Scarborough Hospital to Scarborough Crematorium on a monthly basis |  |
|  |  | **Internment** | | **Cremation** | | **Internment** | | **Cremation** | |  |  |  |
|  |  | **ADULT FUNERAL** | | | | **BABY FUNERAL** | | | | **POST MORTEM** | **TRANSPORT** |  |

ANNEX B5  
CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION

1. INFORMATION SUPPLIED BY THE AUTHORITY
   1. All the information that the Authority supplies as part of this contract may be regarded as Confidential Information as defined in Schedule 4 of the NHS Terms and Conditions.
2. INFORMATION THAT THE BIDDER CONSIDERS TO BE EXEMPT FROM DISCLOSURE
   1. The Bidder considers that the type of information listed below is exempt from disclosure under the Freedom of Information Act 2000 ("**FOIA**") and/or the Environmental Information Regulations 2004 ("**EIR**") for the reasons given below.

|  |  |  |
| --- | --- | --- |
| **Information considered exempt from disclosure (include page/paragraph reference)** | **Reason for FOIA/EIR exemption** | **Period exemption is sought** |
|  |  |  |
|  |  |  |
|  |  |  |

ANNEX B6  
ADMINISTRATIVE INSTRUCTIONS

**Note to Bidders: Please complete this Annex. If you are awarded a contract, the details you provide here will be copied into** **Schedule 1 of the contract (Key Provisions).**

1. CONTRACT MANAGERS
   1. For the Supplier, the Contract Manager at the commencement of the contract will be as follows (see clause 3):

|  |  |
| --- | --- |
| **Name** | [*Insert name*] |
| **Contact details** | [*Insert address, e-mail address*] |
| **Role** | [*Insert details]* |

1. NOTICES
   1. Any notices served on the Supplier under the contract are to be delivered to (see clause 4):

|  |  |
| --- | --- |
| **Name** | [*Insert name*] |
| **Address** | [*Insert address*] |
| **Role** | [*Insert details*] |

1. MANAGEMENT LEVELS FOR DISPUTE RESOLUTION
   1. The management levels at which a dispute will be dealt with are as follows (see clause 5):

|  |  |
| --- | --- |
| **Level** | **Supplier representative** |
| **1** | [*Contract manager*] |
| **2** | [*Insert role*] |
| **3** |  |

ANNEX B7  
FORM OF TENDER

**DECLARATIONS BY THE BIDDER (TO BE SIGNED AND RETURNED BY THE BIDDER)**

**FORM OF TENDER, NON-COLLUSION, CONFLICTS OF INTEREST AND ANTI-CANVASSING**

**DECLARATIONS**

**TO: YORK TEACHING HOSPITAL NHS FOUNDATION AUTHORITY**

**PROPOSAL TO PROVIDE FUNERAL SERVICES AT SCARBOROUGH HOSPITAL AND YORK HOSPITAL**

**REFERENCE NUMBER: FTS-008384**

## **Form of Tender**

## We have examined the invitation to tender ("**ITT**") dated 07/08/2023 and all accompanying annexes and schedules. This Tender is made subject to the terms of the ITT, including but not limited to the instructions to Bidders.

## We declare that to the best of our knowledge, the answers submitted in response to the Eligibility Questions (including the self-declaration) are correct.

## We tender against the requirements, and offer to enter into a contract with the Authority comprising the following:

* the NHS Terms and Conditions (Annex A1 of the ITT);
* the Specification (Annex B2 of the ITT);
* our responses to the Tender Response Document (Annex B3 of the ITT); and
* our response to the Commercial Schedule (Annex B4 of the ITT).

## Accordingly, this Tender is a contractual offer capable of acceptance by the Authority. If the Authority accepts this Tender, we will execute any agreement that the Authority produces to record in one place the offer and acceptance.

## We undertake to keep the Tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of Tenders.

## We understand that you are not bound to accept the lowest priced, or any, Tender.

## **Non-collusive tendering**

## In recognition of the principle that the essence of tendering is that the Authority, shall receive bona fide competitive Tenders from all those tendering, we certify that this Tender is a bona fide Tender that is intended to be competitive.

## We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

## We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

* communicate to a person other than the Authority the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
* agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
* offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

**Conflicts of interest**

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Authority.

So far as any possible conflict of interest has arisen, we have notified the Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Authority.

**Anti-canvassing confirmation**

We have not canvassed or solicited any member, officer or employee of the Authority, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer or employee of the Authority, in connection with the proposed contract and that no person employed by us or acting on our behalf will do any such act.

Name of person duly authorised to sign tenders:

Date: .............................................................................

Name: .............................................................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

............................................................................................

**By completing this Form of Tender and submitting your Tender you have agreed that the statements in this Form of Tender are correct and that you have complied, and will continue to comply, with the Authority's policies on non-collusion, conflicts of interest and anti-canvassing.**