## 

**Department of Communities and Justice Panel – Deceased Remains Removal Services**

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Panel Buying Rules

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## Introduction

The provision of Removal of Deceased Remains Services is an ongoing and highly sensitive requirement for local communities. It is required by the NSW Police Force and the NSW Coroner’s Court.

On 30 June 2016, the NSW Department of Finance, Services and Innovation devolved the agency specific Whole of Government (WofG) Contract 622 Removal of Deceased Remains to the Department of Communities and Justice (the Department). The previous Removal of Deceased Remains Contract expired on 31 January 2019. All extension options have been exercised, and no further extension options existed. This current Contract had been established to replace all previous arrangements under Contract 622.

Under the Coroner’s Act 2009, the NSW State Coroner has obligations in relation to the remains of a deceased person where there has been a Reportable Death, and the functions apply until the remains are released by the NSW Coroner to the family. The NSW Coroner in accordance with the Coroners Act 2009 requires that at all times ‘the deceased’s remains are to be treated with dignity and respect’.

The Department’s intention is to appoint a panel of Suppliers across all NSW Police Area Commands (PACs) and Police Districts (PDs) for Local Removals (removal of deceased persons from the place of death to the local morgue or another place on behalf of NSW State Coroner's Court under the direction of the NSW Police Force) and Long Haul Transfers (Transfer of deceased persons to the Coroner's Courts in Lidcombe, Wollongong, Newcastle, Canberra Department of Forensic Medicine, or other places on behalf of the NSW State Coroner's Court under the direction of the NSW Police Force).

The procurement process is to establish a Panel arrangement service provider for the Removal of the Deceased. The panel is taken from the New South Wales policy framework, and is a panel of suppliers through a standing offer and specified.

The panel arrangement does not provide for any minimum guaranteed volume of work to any Supplier. Multiple suppliers may be appointed to a single PAC or PD, depending on requirements. However, there is no minimum or the maximum number of suppliers that will be appointed to a PAC or PD.

The allocation of work to a panelled Supplier will be based on one or more of the following criteria:

1. the proximity of the Supplier to the removal scene;
2. the Supplier’s availability and capacity to meet delivery timeframes; and,
3. performance by the Supplier under the Agreement, including performance against Key Performance Indicators.

## Definitions and Interpretation

Capitalised terms in the Panel Rules have the meaning given in the Panel Deed of Standing Offer. The number of Panel Deed terms are included for each supplier.

**Contract Manager** means the person specified as the Contract Manager for Manager Coronial Services NSW inthe Department in the Service Level Agreement or as notified from time to time in accordance with the Panel Deed.

**Panel Contract Manager** means the Director, Programs Specialist Courts and Judicial Support in Department’s Courts Tribunals and Service Delivery.

**Panel Rules** means the rules set out the terms and conditions in the Panel Deed, Services Briefs or Specifications and Service Level Agreements.

## Panel Structure

The Panel dealing with the following Services.

The Department or Eligible Customers may from time to time require the provision of the Services identified and defined in the Deed and specified in an Order Form.

* 1. **Services include:** The authorised representative of the Department should advise from time to time.

Under the mandatory law, provide the approval, consent, declaration, exemption, notarisation, licence, permit, certificate, waiver, or other authorisation.

* 1. **Local Removals:**
  2. Each removal commences when the NSW Police Force or the NSW Coroner contact the Supplier and request for the Service.
  3. The Supplier must conduct the transport of the deceased’s remains as directed by the NSW Police Force or by the NSW Coroner.
  4. Upon receiving a request for a Service from the NSW Police Force or the NSW Coroner, the Supplier must advise the requesting officer immediately, where the Supplier is unavailable to carry out the Local Removals Service.
  5. **Long Haul Transfer (excluding removal):**

1. Each Long Haul Transfer commences when NSW Police Force or NSW Coroner’s staff contact the Supplier and request for the Service.
2. The Supplier will be required to transport the deceased’s remains to a morgue or place as directed by the NSW Coroner or the NSW Police Force.
3. Upon request for a Service, the Supplier must advise the requesting officer immediately if it will be unavailable to carry out the Long Haul Transfer Service for any reason(s).
4. The NSW Police Force in charge of remains to be transferred as a Long Haul Transfer will have absolute discretion regarding the most appropriate means of transportation of the remains. The Supplier should be aware that all such directions by the NSW Police Force in this regard will be made under the authority of the NSW Coroner in light of advice from the duty pathologist.
5. The Supplier must be capable of arriving at the location where the transfer is to be provided within the time required by the NSW Police Force. If the Supplier is unable to meet this requirement, the NSW Police Force must be informed from the outset. Depending on the circumstances, the NSW Police Force, at their discretion, may seek alternative arrangements as per Local Removals.
6. The NSW Coroner will have the discretion to resort to another Supplier for return transfers should the delivering Supplier be unavailable for the long haul return journey or as a result of the length of time anticipated for examination. The delivering Supplier may be required to deliver the remains, comply with all reasonable directions of mortuary attendants, and return to their Nominated Operational Base without the remains.

## Exclusion of Deceased Remains Removal Service

1. There is no express or implied obligation on the part of the Department or an Eligible Customer to obtain any Services exclusively from the Supplier.
2. Nothing in this Deed requires the Department or an Eligible Customer to:
3. purchase, or offer to purchase, the Services from the Supplier or to use services supplied by the Supplier; or
4. place orders for Services or to acquire any minimum quantity of goods or Services pursuant to this Deed.

Nothing in the Deed creates any contractual relationship between the Department or an Eligible Customer and any subcontractor to the supplier. The Supplier MUST NOT subcontract the performance or supply of any Services under the Agreement without obtaining the prior written consent from the Contract Manager (Department)

## 5 Procuring Services from the Panel

### 5.1. Request for Services

Preference will be given in the first instance by the NSW Police Force or the NSW Coroner’s staff to allocating work to the appointed Supplier situated within the PAC/PD for which a Service is required.

Where the Supplier is unavailable to provide the Service then work will be allocated by the NSW Police Force or the NSW Coroner to the closest Supplier appointed for the same PAC/PD and progressively to a Supplier situated in another PAC/PD location nearest to the pick-up scene based on availability and relevant Supplier rates.

In the case where the Supplier is, for any reason, unavailable to carry out any Service requested, the NSW Department of Communities and Justice is to be advised, in writing, of such instances.

Department of Justice –Procurement

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### 5.2 Estimates

The Supplier will offer the Department and Eligible Customers a price and payment terms for the supply of the Services which are no less favourable than the price paid by any other purchaser from the Supplier of similar services.

### 5.3 Instruments under which Service providers may be engaged

The Department or an Eligible Customer may request the provision of Services and an Order Form will be completed. Each Order Form agreed by the Parties will create a separate contract between the Department or Eligible Customer and the Supplier (Order); each Order incorporates and is governed by the terms of the Deed; an Order may contain terms and conditions in addition to those in the Deed; the Deed will prevail over any terms and conditions in an Order that directly conflict with this Deed, unless the Order expressly provides that the conflicting term or condition supersedes this Deed; and additional or different terms or conditions only apply to the Order in which they are contained.

The Panel Deed sets out how Service Providers are engaged. Generally, Service Providers will be engaged under the Schedule 2 (Order Form), 5 (Statement of Requirements), and 6 (Performance Management) that invokes the terms and conditions of the Panel Deed, provided that DCJ receives confirmation from the Service Provider that the Service Provider has no conflict of interest in relation to the provision of the relevant Services.

### 5.4 Commencement of Removal of Deceased Remains Contract

From the Commencement Date, the Supplier agrees to provide the Services in accordance with this Deed and as further set out in any Order Form as set out in Schedule 2.

If agreed in writing by the Parties, the Supplier may provide additional or reduced Services for the Department under this Deed. Any agreement for additional or reduced Services will be governed by the provisions of clause 27 (‘Variations to Services’).

### 5.5 Content of Removal of Deceased Remains Contract

1. Supplier must perform the Services:
2. safely;
3. in a diligent, careful, skilful and competent manner;
4. in accordance with the standards and level of care, skill, knowledge and judgment generally applicable to such Services;

(iv) in a proper and reputable manner; and

1. except as otherwise expressly provided in this Deed, entirely at the Supplier’s own risk.
2. The Supplier acknowledges that the standard of delivery of the Services must be in accordance with Specifications set out in Schedule 2, Schedule 5 and Schedule 6 and in full satisfaction of the KPIs set out in the Order.
3. The Supplier accepts total responsibility for the security of any material and documentation provided by the Department to the Supplier.

### 5.6 Suspension or Recall of Services

At any time during the Term, the Department or an Eligible Customer may, by written notice, require the Supplier to suspend delivery of the Service, or part of the Service. The Supplier must immediately suspend delivery of all or part of the Services if a request under clause 8.3(a) is received.

If the Department or an Eligible Customer suspends this Deed under clause 8.3 (‘Suspension of Services’), the Department or an Eligible Customer may appoint a Step in Supplier to perform any or all Services. The Department or an Eligible Customer may be the Step in Supplier.

## 6 Panel Firm Obligations

The Panel Deed sets out the obligations of Service Providers.

## 7 Panel Firm Nominated Personnel

The Panel Deed provides for nominated personnel with the necessary legal expertise and experience from Service Providers to perform the Services.

Nothing in this Deed creates any contractual relationship between the Department or an Eligible Customer and any subcontractor to the Supplier. Where a Service Provider proposes engaging subcontractors that are not nominated in the Panel Deed then prior written consent of the Contract Manager must be obtained before such personnel commence work on any matter.

## 8 Performance Management

1. The Supplier acknowledges that it will be subject to continuous appraisal and monitoring of its performance under this Deed.
2. The Supplier must co-operate with the Department’s appraisal and monitoring process.
3. The costs involved in such appraisal and monitoring will be borne by the Department except where the action or inaction of the Supplier results in increased appraisal or monitoring costs to the Department, in which case the Supplier will bear the increased costs.

## 9 Reporting

The Supplier must ensure that it complies with all the reporting requirements of service delivery specifications contained in the Deed.

## 10 Panel Administration

The Panel will be administered by Department of Communities and Justice in accordance with terms in the Panel Deed and respective Performance Management.

## 11. Variation of Panel Rules

The Department may, by providing a written direction to the Supplier, vary the Services to improve Service delivery or to reflect change in Government and Departmental Policies.

Document history

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