



# HYNDBURN

The place to be  
an excellent council

**Tender  
for**

**The provision of grave digging for  
weekends and bank holidays**

**2023 - 2027**

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## **Section 1**

### **Information and Instructions to Tenderers**

## **INFORMATION AND INSTRUCTIONS FOR TENDERING**

### **Invitation to Tender**

1. These instructions to Tenderers relate to the provision of grave digging at weekends and bank holidays (excluding Xmas day and New Years day).

The contract is scheduled to commence on 1 April 2023 for a period of four years.

You are invited to tender for the supply and delivery of Services and Works which are the subject of this Tender.

### **1.1 Background**

The Muslim community in Hyndburn have requested a more flexible approach to burials. The Muslim community usually request burials on the same day or day after a bereavement and the Council would like to provide for short notice burials at weekends and bank holidays.

The Council is seeking a contractor able to undertake grave digging operations for weekends and bank holidays (excluding Xmas Day and New Years day) throughout the year so that burials can take place when Council staff are not available.

It is likely that some of the burials will be planned during the week leading up to a weekend, however the majority of weekend or bank holiday burials will be due to bereavements on a Friday, Saturday or Sunday. As such there will be a need for a contractor to have staff on standby in case of a weekend or bank holiday bereavement relating to someone from the Muslim community in Hyndburn.

Based on current numbers the Council estimates there will be up to 6 weekend/bank holiday burials per year. However this may change dependent on death rates.

### **Preparation of Tender and Tender Duties**

2. The priced elements of this tender comprises of a Priced Schedule of Rates
3. The fact that you have been invited to submit a Tender does not necessarily mean that you have satisfied the Council regarding any matters raised in the application submitted and notwithstanding your having been invited to Tender, the Council makes no representations regarding your financial stability, technical competence or ability in any way to carry out the services. The right to return to these matters as part of the formal Tender evaluation process is hereby reserved to the Council.
4. Tenderers shall treat the details of this Tender and all associated documents as private and confidential.
5. The Council does not bind itself to accept the lowest or any Tender.

6. The Tender and any accompanying document must be completed in English.
7. The Tender shall be submitted on the Form of Tender provided. This must be signed by the Tenderer and accompanied by the completed document as follows:-
  - a) Form of Tender
  - b) Schedule of Rates
  - c) Restrictive Practices Certificate
  - d) Contractors Equality Undertaking

The Form of Tender and documents (a) to (d) shall collectively be termed as the Tender Documents. The Tender Documents must be returned to the Deputy Head of Environmental Services, Hyndburn Borough Council, Council Offices, Willows Lane Depot, Willows Lane, Accrington, Lancashire BB5 0RT in a sealed envelope or package with no external indication of its source no later than the date and time stated in the Letter of Invitation to Tender marked "TENDER FOR GRAVE DIGGING AT WEEKENDS AND BANK HOLIDAYS". Failure to submit any of the above documents, properly completed will invalidate the Tender.

8. Tenders must be submitted in strict accordance with the Tender Documents by 2pm on Tuesday 28 February 2023. Any points of doubt or difficulty should be cleared with the Deputy Head of Environmental Services or their representative as early as possible in the Tender period. Any decision made on a point of doubt or difficulty will be copied to all Tenderers.
9. No qualified Tenders will be accepted.
10.
  - a. All rates and prices which the Contractor is required to enter in the Schedule of Rates shall be stated in pounds sterling and pence. The Contractor shall enter his rates to the nearest 1 (one) pence. No discount shown as separate items shall be allowed. Failure to comply with this instruction shall invalidate the tender.
  - b. Tenders shall be submitted exclusive of Value Added Tax (VAT).
  - c. If the lowest Tenderer makes an error in pricing the Schedule of Rates which is subsequently detected they shall be offered the opportunity of confirming or withdrawing their offer. If the lowest Tenderer withdraws the priced Schedule of Rates of the second lowest Tenderer shall be examined and if necessary this Tenderer shall be given a similar opportunity to the previous lowest Tenderer.
  - d. The grouping or bracketing together of a number of items and pricing items as a group is not permitted. Each and every item in the Schedule of Rates shall be priced. Where the Tenderer does not wish to include a separate figure or any figure the word "nil" should be inserted.
11. Tenders will be evaluated on the basis of the most economically advantageous offer to the Council. The factors which will be utilised in this assessment are:

Price and Quality which includes Previous Experience, Health and Safety Management and Adequacy of Resources.

12. All Tender Documents requiring a signature must be signed:
  - a. where the Tenderer is an individual by that individual.
  - b. where the Tenderer is a partnership by two duly authorised partners.
  - c. where the Tenderer is a Company by two Directors or by a Director and the Secretary of the Company such persons being duly authorised for that purpose.
  - d. The Tenderer shall produce forthwith upon request by the Council documentary evidence of any authorisation referred to in paragraphs (b) and (c) above.
13. All documents requiring to be sealed must be duly sealed and witnessed and where the person executing any such document is a Company such sealing must be in accordance with its Articles of Association or other constituting document.
14.
  - a. The information provided in these documents is provided in good faith to assist the Tenderer in preparing his Tender; no guarantee is given that it is exhaustive or that any conclusion whatsoever may be drawn from it.
  - b. Accordingly the Tenderer is required to investigate all matters relating to the preparation of his Tender himself in order to ensure that his Tender takes into account all matters and circumstances and is therefore fully comprehensive and inclusive.
15. Tenderers may be required to demonstrate their ability to provide the services.
16. The successful Contractor will be required to enter into; the Form of Agreement as shown in the appendices to the Contract Conditions within 14 days of being called up to do so by the Solicitor to the Council.

Tenders shall be submitted on the basis that acceptance of a Tender by the Council be binding for all purpose but subject to notice of rescission by either party if the Council shall by the Commencement Date fail in:-

- a. obtaining the consent of any Government Department or other Authority competent to authorise the same to carry out the Services;
  - b. agreement with the Tenderer of all details of the Specification, Programme of Work, Licence Agreement and other documentation in relation to the proposed contract.
18. It is the responsibility of the Tenderer to obtain for themselves at their own expense any additional information necessary for the preparation of his Tender.

19. Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
21. The Contractor shall provide a suitable means of telecommunications between the supervisory staff and the Supervising Officer representatives.
22. The Contractor shall provide suitable means of electronic communications (in the form of email) between the supervisory staff and the Supervising Officer representatives

#### Conflict or Ambiguity

23. Where there is any conflict or ambiguity between any part of the contract Conditions and any other part of this Contract then the Contract Conditions shall apply. If the Tenderer becomes aware of any other conflict or ambiguity he shall draw this to the attention of the Supervising Officer who will decide on the matter.

#### Period of Validity

24. Tenderers are required to keep Tenders valid for acceptance for a period of three months from the date fixed for the submission.

#### Timescales

25. Tenders are to be submitted for a Contract period commencing 1 April 2023 and ending on 31 March 2027. The Contract rates will be fixed for the duration of the contract as per Clause 32 of the Conditions of Contract. Any extension of this Contract shall be at the sole discretion of the Council in accordance with its Contract Procedures Rules.
26. The successful Contractor will be required to commence the performance of the Services on 1 April 2023 and thereafter the Contractor shall proceed with the Services with due expedition and without delay in accordance with the Contract.

#### Quality Control

27. The successful contractor will be required to undertake three practice grave digs under the supervision of the cemetery supervisor prior to the contract starting, so that the process for preparing a grave for Muslim burials is fully understood.

## **Section 2**

### **Conditions of Contract**

## CONDITIONS OF CONTRACT

### 1. Definitions

In the Contract as hereinafter defined the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- (a) "Employer" or "Council" means the Hyndburn Borough Council and its assignees.
- (b) "Contractor" means the person or persons' Firm or Company whose Tender has been accepted by the Employer. The term shall include where the context requires the employees of the Contractor.
- (c) "Supervising Officer" means the Deputy Head of Environmental Services for the time being of Hyndburn Borough Council or such other person appointed from time to time by the Employer and notified in writing to the Contractor to act as Supervising Officer for the purpose of the Contract.
- (d) "Supervising Officer's Representative" means the Cemetery and Crematorium Officer or such other person appointed from time to time by the Supervising Officer and notified as such in writing to the Contractor. In this Contract all references to the Supervising Officer shall include the Supervising Officer's Representative.
- (e) "Contract" means the Conditions of Contract the Specification and Schedules annexed the priced Bills of Quantities and Schedules of Rates the Information and Instructions for Tendering the letter of Invitation to Tender the Tender the written acceptance thereof and the Form of Agreement.
- (f) "Tender Total" means the total of the priced Bills of Quantities and Schedule of Rates at the date of acceptance of the Contractor's Tender for the Services.
- (g) "Contract Price" means the sum to be ascertained and paid in accordance with the provisions hereinafter contained for the performance of the Services in accordance with the Contract.
- (h) "the Commencement Date" means 1 April 2023.
- (i) "Review dates" shall be as follows:-
  - 1<sup>st</sup> review on 1 April 2024
  - 2<sup>nd</sup> review on 1 April 2025
  - 3<sup>rd</sup> review on 1 April 2026
- (j) "Services" means the services described in the Specifications and the Schedules annexed and the Bills of Quantities and Schedules of Rates.
- (k) "Contract Period" shall be construed in accordance with Clause 24.

- (l) "The Tender Documents" are as indicated within the Letter of Invitation to Tender.
- (m) Definitions of time spans shall be in accordance with the definitions in the Specifications.
- (n) The masculine includes the feminine and in the case of a Limited Company the indefinite article and the singular includes the plural and vice versa.
- (o) Service Facilities means the land and premises available to the Contractor for use solely in the performance of the Contract under license.

## 2. **Assignment and Sub-letting**

- (a) The Employer shall be entitled to assign the benefit of the Contract to a statutory or other public body and shall give written notice of any assignment to the Contractor.
- (b) The Contractor shall in no circumstances assign sublet or purport to assign or sublet any part of the Contract to any person whatsoever save with the prior written consent of the Supervising Officer.

## **GENERAL OBLIGATIONS**

### 3. **Contractor's General Responsibilities**

- (a) (i) The Contractor shall, subject to the provisions of the Contract, perform the Services from the Commencement Date and for the period specified in Clause 24 hereof and provide all labour materials, plant vehicles, depots and transport to and from and in or about the Borough and everything whether of a temporary or permanent nature required in and for the performance of the Services and carry out the same to the standard of quality required by the Specifications.
- (ii) The Supervising Officer shall have full power and authority to issue instructions and directions on any matter in connection with the proper and adequate performance of the Services and the Contractor shall carry out and be bound by the same.

### (b) **Contractor's Responsibility for Safety**

The Contractor shall take full responsibility for the safety of all operations, sites, depots, plant vehicles and machinery operated by him in the performance of the Services in accordance with the Health and Safety at Work Act 1974 and all amendments and additions thereof.

### 4. **Welfare of Operational Staff**

The Contractor shall comply with all statutory requirements for the health well being and safety of its employees including (without prejudice to the generality of the foregoing) the Health and Safety at Work Act 1974 and all amendments and additions thereof.

5. **Delay and Extra Cost**

If in accordance of Clause 3(a)(ii) the Supervising Officer shall issue instructions or directions which involve the Contractor in disruption of his arrangements or methods of work so as to cause him to incur costs beyond that reasonably to have been foreseen by an experienced Contractor at the time of the Tender then the Supervising Officer shall take such delays and disruptions into account in determining any sum to which the Contractor is entitled and the Contractor shall be paid the amount of such costs as the Supervising Officer shall deem reasonable. If such instructions or directions require any variation to any part of the Contract the same shall be deemed to have been issued pursuant to Clause 27.

6. **Hindrance by the Employer**

The Contractor shall inform the Supervising Office promptly and in writing of any instances of activity or omission on the part of the Employer or its employees which prevent or hinder or may prevent or hinder the Contractor from meeting his contractual obligations.

7. **Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of his rates and prices which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract.

8. **Work Programme**

- (a) A contract delivery model will be submitted as part of the tender process
- (b) Should it appear to the Supervising Officer at any time that the actual performance of the Services does not conform with the approved programme referred to in sub-clause (a) of this Clause the Supervising Officer shall be entitled to require the Contractor to produce a revised programme showing the modifications to the original programme necessary to ensure compliance with the Contract.
- (c) Approval by the Supervising Officer of the Contractor's programme in accordance with this Clause shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

9. **Contractor's Management**

- (a) The Contractor shall give or provide all necessary management during the performance of the Services. Such management shall be given by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required the hazards likely to be encountered and the methods of preventing accidents) as may be requisite for the satisfactory performance of the Services.

- (b) The Contractor shall have available to the Supervising Officer or any persons authorised by him Risk Assessments and Method Statements relevant to the tasks required for the purpose of performing the Services.

10. **Local Supervision**

The Contractor shall appoint competent supervision by a person or persons notified in writing to and approved of in writing by the Supervising Officer (which approval may at any time be withdrawn) to be available during call outs for weekend burials. Such employee(s) shall receive on behalf of the Contractor directions and instructions from the Supervising Officer.

11 **Reports and Client/Contractor Liaison**

- (a) The persons designated by the Contractor to be responsible for the overall performance of the Contract pursuant to Clause 10 thereof shall when called upon to do so submit a full report to the Supervising Officer for consideration by the Employer's appropriate Committee on the performance achieved by the Contractor including consideration of any significant problems or difficulties that have arisen and the actions taken. At such times and at any other time when considered necessary by such Committee such person shall attend the Committee meeting when requested to do so.

- (b) The Contractor shall adopt a regular and systematic approach to liaison with the Council and shall unless specifically directed otherwise within the Specification attend the offices of the Supervising Officer each week in order to receive work requests complaints and other instructions necessary for the completion of the Services.

12. **Removal of Contractor's Employees**

At the Council's request the Contractor shall remove from the performance of the Services any person employed by the Contractor who in the reasonable opinion of the Council has acted or is acting to the detriment of the service and such person shall not be re-employed by the Contractor without the permission of the Council.

14. **Notices and Payment of Fees**

The Contractor shall give all notices and pay all fees required to be given or paid by any Act of Parliament or any Regulation or Byelaw of any local or other statutory authority in relation to the performance of the Services and by the rules and regulations of all public bodies and companies whose property or rights are or may be affected in any way by the performance of the Services.

15. **Contractor to Conform with Statutes**

- (a) The Contractor shall ascertain and conform in all respects with the provisions of any general or local Act of Parliament or European Community Legislation and any orders and regulations made there under and the regulations and byelaws of any local or other statutory authority which may be applicable and with such rules

and regulations of such public bodies and companies as aforesaid in connection with the performance of the Services and shall keep the Employer indemnified against all penalties and liability of every kind of breach of any such Act orders regulations or byelaws.

16.(a) **Interference with Traffic and Adjoining Properties**

All operations necessary for the performance of the Services shall so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the convenience of the public or the access to or use or occupation of public or private roads and footpaths to or from any properties whether in the possession of the Employer or of any other person and the Contractor shall indemnify the Employer in respect of all claims demands proceedings damages costs charges and expenses whatsoever arising out of or in relation to any such matters.

(b) **Noise and Disturbance**

The Contractor shall employ all reasonable endeavours to minimise noise and disturbance resulting from their operations.

**INSURANCES**

17.(a) **Liability of Contractor**

The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings arising under any statute or at common law in respect of personal injury to or death of any person or any loss claim or damage to any person arising out of or in the course of or caused by the performance of the Services or any act or omission of any agent or employee of the Contractor howsoever such liability may arise.

- (b) The Contractor shall be liable for and shall indemnify the Employer against any expense loss or proceedings in respect of any loss or injury or damage to any land building or chattel in the ownership occupation or possession of the Employer or of any third party or by any employee or agent of the Contractor (whether such damage be caused by negligence or in any other way whatsoever) arising out of or in the course of or by reason of the performance of the services.
- (c) The Contractor shall fully and promptly indemnify the Employer and all persons concerned in respect of any death injury caused to any employee or to any third party by any employee or agent of the Contractor (whether such damage be caused by negligence or in any other way whatsoever) arising out of or in the course of or by reason of the performance of the services.
- (d) The Contractor warrants that he has fully satisfied himself as to the scope and nature of the services and of his obligations under the contract and has made all the appropriate searches and inspections.

18. **Insurance of Premises**

Without limiting his obligations and responsibilities under any other Clause the Contractor shall insure in their full value:-

- (a) All premises occupied by the Contractor for the purposes of this Contract;
- (b) All vehicles, plant, equipment and materials other than those hired from the Employer (for which separate provision shall have been made) used for the purposes of the Contract against all usual or appropriate risks.

Such insurance shall be affected with an insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall whenever required produce to the Employer the policy and policies of insurance and the receipts for payment of the current premiums and shall use any insurance monies paid in making good the relevant loss.

19 (a) **Insurance against Damage to Person and Property**

Throughout the period of the Contract and the Contractor (but without limiting his obligations and responsibilities under any other Clause) shall insure in the joint names of the Employer and the Contractor against any damage, loss or injury which may occur to any property or to any person by or arising out of the performance of the Services or in the carrying out of the Contract.

The Employer shall be indemnified after the ending of the Contract to cover any subsequent claims arising out of the performance of the services.

(b) **Amount and Terms of Insurance**

Such insurances shall be affected with an insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and for at least the sum of £10,000,000 (Ten Million Pounds). The terms shall include a provision whereby in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Employer the insurer will indemnify the Employer against such claims and any costs charges and expensed in respect thereof. The Contractor shall whenever required produce to the Employer the policy or policies of insurance and the receipts for payment of the current premium.

- (c) The insurance shall be for a period of one year in the first instance and for each subsequent period of 12 months the sum insured shall be increased by such amount as shall reasonably be required by the Supervising Officer.

20. **Accident or Injury to Staff**

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any staff member or other person in the employment of the Contractor or any sub-contractor save and except to the extent that such accident or injury results from or is contributed to be the negligence of the Employer or his agents

or servants and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.

21. **Remedy on Contractor's Failure to Insure**

If the Contractor shall fail upon request to produce to the Employer satisfactory evidence that there is in force the insurance referred to in Clauses 18 and 19 or any other insurance which he may be required to effect under the terms of the Contract then and in any such case the Employer will treat this as a breach of contract and terminate the contract immediately.

**LABOUR**

22. **Identification of Contractor's Employees**

- (a) The Contractor shall provide and shall ensure that his employees wear at all times when engaged on the provision of the Services such identification (including photographic identification) as may be specified or approved by the Employer.
- (b) When requested to do so by any person, an employee of the Contractor shall disclose his/her identity and status as an employee of the Contractor.
- (c) In performing the Services the Contractor shall in so far as they apply to the Contractor exercise reasonable skill care and diligence so as to comply with current health and safety legislation and any reasonable instruction of the council in connection with such matters.

23. **Return of Labour and Plant**

- (a) The Contractor shall give full details as part of his Tender details of his proposed Contract management and staffing structures as set out in the Appendices to the Form of Tender.

**CONTRACT PERIOD COMMENCEMENT TIME AND DELAY**

24. **Contract Period**

The Contract Period shall be for an initial two years commencing on 1 April 2023 and finishing on 31 March, 2025 (inclusive) with the option of a further two years extension (to 31 March 2027) dependent on price and contractor performance during the initial 2 years of the contract.

25. **Commencement of Services**

The Contractor shall commence the performance of the Services on the Commencement Date and thereafter shall proceed with the Services with due expedition and without delay in accordance with the Contract.

26. **Default in Performance and Remedies**

- (a) The Supervising Officer may investigate each case where the Contractor has failed to perform the Services completely in accordance with the provisions of the Contract;
- (b) Where the Supervising Officer is satisfied that in any particular case the Contract has failed to perform the Services completely in accordance with the provisions of the Contract he shall be entitled to instruct the Contractor to remedy the failure. An instruction shall be issued in writing by the Supervising Officer to the Contractor and the Contractor shall remedy the complaint on the same day for any complaint received before noon and by noon on the following working day for all complaints received after noon (for the purposes of this Clause Saturday is a working day);
- (c) Notwithstanding anything contained in (b) above where the Supervising Officer considers a failure to be of a serious nature ("a serious failure") he shall be entitled to require rectification within two hours or whatever other period he shall deem appropriate.
- (d) If the Contractor fails to comply with an Instruction of the Supervising Officer issued under (b) above the Supervising Officer shall be entitled to record in writing a Notice of Default (hereinafter called "A Default Notice") which shall be sent to the Contractor;
- (e) If in any one week instructions to remedy defects exceeds two in number the Supervising Officer shall be entitled to issue Default Notices rather than instructions to remedy;
- (f) Where the Contractor fails to remedy the complaint (unless there are extenuating circumstances which may be reasonably considered by the Supervising Officer to be beyond the control of the Contractor) within the time stated in (b) above the Supervising Officer may make a deduction from any sums due to the Contractor of an amount representing the value of the work not carried out together with any additional costs. The Supervising Officer may also (without prejudice to any other right or remedy available to him) rectify the default by any means at his disposal and in addition to the above deduction may make a further deduction from any sum owing to the Contractor which equates to the extra costs of rectifying the default where these exceed the sum deducted previously together with all reasonable administrative costs.

**ALTERATIONS ADDITIONS AND OMISSIONS**

27 (a) **Ordered Variations**

The Supervising Officer shall order any variations to any part of the Services that may in his opinion be necessary for the proper performance of the Services and shall have power to order any variation which shall in his professional opinion be desirable for the variations may include additions deletions omissions substitutions alterations changes in quality form character kind position dimension and changes in the specified sequence method or timing.

(b) **Ordered Variation to be in writing**

No such variation shall be made by the Contractor without an order from the Supervising Officer. All such orders shall be given in writing and the value agreed in writing. No variation ordered in accordance with sub-clause (a) of the Clause shall in any way vitiate or invalidate the Contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

28 (a) **Valuation of Ordered Variations**

The value of all variations ordered in accordance with Clause 27 shall be ascertained by the Supervising Officer after consultation with the Contractor in accordance with the following principles: where work is of a similar character and executed under similar conditions to work priced in the Bills of Quantities it shall be valued at such rates and prices contained therein as may be applicable; where work is not of a similar character or is not executed under similar conditions the rates and prices in the Bills of Quantities shall be used as the basis for valuation so far as may be reasonable failing which a fair valuation shall be made. Failing agreement between the Supervising Officer and the Contractor as to any rate or price to be applied in the valuation of any variation the Supervising Officer shall determine the rate or price in accordance with the foregoing principles and he shall notify the Contractor accordingly.

(b) **Supervising Officer to Fix Rates**

If the nature or amount of any variation relative to the nature or amount of the whole of the Services or to any part thereof shall be such that in the opinion of the Supervising Officer or the Contractor any rate or price contained in the Contract for any item of work is by reason of such variation rendered unreasonable or inapplicable either the Supervising Officer shall give to the Contractor or the Contractor shall give to the Supervising Officer notice before the variation is commenced or as soon thereafter as is reasonable in all circumstances that such rate or price as in the circumstances he shall think reasonable and proper.

(c) **Notice of Claims**

- i) If the Contractor intends to claim a higher rate or price than one notified to him by the Supervising Officer pursuant to sub-clause (a) or (b) of this Clause the Contractor shall within 14 days after such notification give notice in writing of his intention to the Supervising Officer.
- ii) If the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions other than sub-clauses (a) or (b) of this Clause he shall give notice in writing of his intention to the Supervising Officer as soon as reasonably possible after the happening of such event giving rise to the claim.. Upon the happening of such event the Contractor shall keep such contemporaneous records as may reasonably be necessary to support any claim he may subsequently wish to make.

- iii) After the giving of a notice to the Supervising Officer under this sub-clause the Contractor shall as soon as is reasonable in all the circumstances send to the Supervising Officer a first interim account giving full and detailed particulars of the amount claimed to that date and of the grounds upon which the claim is based. Thereafter at such intervals as the Supervising Officer may reasonably require the Contractor shall send to the Supervising Officer further up to date accounts giving the accumulated total of the claim and any further grounds upon which it is based.
- iv) If the Contractor fails to comply with any of the provisions of this sub-clause in respect of any claim which he shall seek to make then the Contractor shall be entitled to a claim in respect thereof only to the extent that the Employer has not been prevented from investigating the claim or substantially prejudiced by such failure.
- v) In the event that the Supervising Officer and the Contractor shall fail to agree upon the amount of any higher rate or price or any additional payment pursuant to this sub-clause within 30 days of the giving of notice by the Contractor the same shall be referred to arbitration pursuant to Clause 38 hereof.

## **VEHICLES AND DEPOTS**

### **29. Vehicles Plant and Equipment**

- (a) The Contractor shall provide and maintain all such vehicles plant and equipment and meet all running costs as are necessary for the proper performance of the services. For the purpose of this condition the term "plant and equipment" shall mean any machinery or implement required for the execution of the services.
- (b) The Contractor shall give full details as part of his tender submission all vehicles, plant and equipment which the Contractor proposes to use for the purposes of the performance of the services.
- (c) The Contractor shall ensure that all vehicles plant and equipment are at all times maintained and kept in a clean serviceable and roadworthy condition and in accordance with the law.
- (d) Specifically, the Contractor shall:
  - i) comply with the Road Vehicles (Construction and Use) Regulations 1986;
  - ii) be responsible for the licensing, taxing and insuring of all vehicles and plant employed in the performance of the services;
  - iii) not permit any vehicle to carry a weight above that for the vehicle;
  - iv) provide erect and maintain at his own expense such traffic signs cones lamps barriers and traffic control signs as may be required for the performance of the services in accordance with the recommendations contained in Chapter 8 of the Traffic Signs Manual published by HM stationery Office for the Department of Transport and any amendments thereof;

- v) obtain and at all times during the Contract period maintain all necessary operator's licenses and other permits as may be required for the purpose of or in connection with the provision of the services.

30. **Advertising on Vehicles and Plant**

All advertising other than that stating the name and business of the Contractor will not be permitted unless previously agreed in writing by the Supervising Officer.

**CONTRACT PRICE**

31. **Contract Price**

The Contractor's price for the Services shall include except where otherwise specified all vehicles labour materials public liaison management supervision administration other costs necessary all overheads training recruitment planning survey and all other costs whatsoever that may arise including the costs of complying with all Contract requirements in order to undertake the Services totally in accordance with all parts of the Contract.

32. **Contract Price Fluctuations**

- (a) The contract price shall be fixed for the term of the contract; therefore no price fluctuations will be applicable

**MEASUREMENT**

33. **Correction of Errors**

Any error in description in any part of this Contract or omission there from shall not vitiate the Contract nor release the Contractor from the performance of the whole or any part of the Services or from any of his obligations or liabilities under the Contract. Any such error or omission shall be corrected by the Supervising Officer and the value of the work actually carried out shall be agreed or determined in accordance with Clause 28 provided that there shall be no rectification of any errors omissions or wrong estimates in the description rates and prices inserted by the Contractor in his Tender.

34 (a) **Measurement and Valuation**

The Supervising Officer shall except as otherwise stated ascertain and determine the value of the Services performed in accordance with the Contract.

(b) **Increase or Decrease of Rate**

Should the actual quantities executed in respect of any item be significantly greater or less than those stated in the Specifications or the Bills of Quantities the Supervising Officer shall after consultation with the Contractor determine an

appropriate increase or decrease of any rates or prices affected thereby and shall notify the Contractor accordingly.

(c) **Attending for Measurement**

The Supervising Officer shall when he requires any part or parts of the Service to be quantified or measured give reasonable notice to the Contractor who shall attend or send a qualified agent to assist the Supervising Officer in making such quantification or measurement and shall furnish all particulars required by him. Should the Contractor not attend or neglect or omit to send such agent then the measurement made by the Supervising Officer or approved by him shall be taken to be the correct measurement of the work.

**CERTIFICATES AND PAYMENTS**

35. **Invoicing**

The Supervisors Officer shall be responsible for checking and certifying the work as being completed satisfactorily and in accordance with the Contract standard. Once agreed the Contractor can then submit to the Supervising Officer an invoice showing the amount to which he considers himself entitled under the Contract.

36. **Payments**

- (a) Within 30 days of the date of delivery of the Contractors invoice to the Employer, the Supervising Officer shall certify and the Employer shall pay to the Contractor the amount which in the opinion of the Supervising Officer is due to the Contractor after deducting amounts as may be necessary in accordance with the Contract; in which event the Supervising Officer shall forthwith inform the Contractor of such deductions.
- (b) If the Contractor shall dispute the sum to be paid then a payment equal to the amount not under dispute shall be paid und unless resolved the Arbitration clause of these Contract Conditions shall apply in respect of the payment of the remaining portion of the statement.

**REMEDIES AND POWERS**

37. **Termination**

- (a) If the Contractor without reasonable cause so fails to comply with his obligations under this Contract that the carrying out of any work pursuant to or required by the Employer under this Contract is significantly suspended, disrupted or delayed the Supervising Officer may give the Contractor a notice by registered post or recorded delivery specifying the failure. If the Contractor either does not within 48 hours after receipt of such notice reasonably satisfy the Employer that he is taking the necessary steps to remedy the failure or shall at any time thereafter repeat such failure (whether previously repeated or not) then the Employer may by notice by registered post or recorded delivery forthwith terminate the employment of the Contractor under this Contract. Provided always that the right

of termination shall be without prejudice to any other rights or remedies which the Employer may possess.

- (b) If the Contractor becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of his Company for a voluntary arrangement for a composition of debts or has a scheme or arrangement approved in accordance with the Insolvency Act 1986 as amended or has an application made under the Act in respect of his company to the Court for the appointment of an Administrator or has a winding up order made or (except for the purposes of amalgamation or reconstruction) has a resolution for voluntary winding up passed or had a provisional Liquidator Receiver or Manager of his business or undertaking duly appointed or has an Administrative Receiver as defined in the Act appointed or possession is taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge of any property comprised in or subject to the floating charge the employment of the Contractor under this Contract shall be forthwith automatically terminated.
- (c) The Employer shall be entitled to terminate the employment of the Contractor under this or any other Contract if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other Contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Contract with the Employer or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this or any other contract with the Employer the Contractor or any other person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972 or any re-enactment thereof.
- (d) Where the employment of the Contractor has been terminated in accordance with this clause a valuation of such work that has/has not been valued and certified before such termination shall be made and certified.
- (e) Any discharge of the amount valued and certified shall be subject to deduction by the Employer for the amount of any direct loss and/or damage caused to the Employer by the termination. Such deduction is without prejudice to any further claim by the Employer for any direct loss and/or damage caused to the Employer by the termination.
- (f) Upon such termination in addition to such consequences as are set out in the other provisions of this Contract the Contractor shall:
  - (i) Immediately cease to perform any of the services
  - (ii) Fully indemnify the Employer in respect of the cost of causing to be performed such services as would have been performed by the Contractor during the

remainder of the Contract period to the extent that such costs exceed such sums as would have been lawfully payable to the Contractor for performing such services. The Employer shall be at liberty to have such services performed by any persons (whether or not employees of the Employer) as the Employer shall in his discretion thin fit and shall be under no obligation to employ the least expensive method of having such services performed.

- (g) Upon termination the Employer shall be under no further obligation to make any further payment to the Contractor and shall be entitled to retain any payment to the Contractor and shall be entitled to retain any payment which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Employer all sums due under this Contract or to deduct from such sum any sum due from the Contractor to the Employer under this Contract.

## **ARBITRATION**

### 38 (a) **Settlement of Disputes**

Any dispute or difference arising between the Employer and Contractor will be referred initially to the Supervising Officers representative and Contractors Supervisor. If these parties fail to reach agreement the matter will be referred to the Supervising Officer and Contract Manager. If these parties fail to reach agreement, the matter will be referred to the Employers Executive Director (Environment) and the Contractors Company Director. If these parties fail to reach agreement, the matter will be referred to arbitration.

### (b) **Arbitration Procedure**

When the Employer or the Contractor require a dispute or difference concerning any part of this Contract to be referred to arbitration then either the Employer or the Contractor shall give written notice to the other to such effect and such dispute or difference shall be referred to the arbitration and final decision of a person to be agreed between the parties as the Arbitrator or failing such an agreement to be appointed on the application of either party hereto by the President for the time being of the Chartered Institute of Arbitrators and the provisions of the Arbitration Act 1996 or any statutory modification thereof shall apply thereto.

### (c) **Powers of Arbitrator**

The Arbitrator shall without prejudice to the generality of his powers have power to rectify the Contract so that it accurately reflects the true agreement made between the Employer and the Contractor to direct such measurement and/or valuations as may in his opinion be desirable in order to determine the rights of the parties and to ascertain and award any such sum which ought to have been the subject of or included in any certificate and to open up review and revise any certificate opinion decision requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate opinion decision requirement or notice had been given.

(d) **Effect of Award**

Any award or decision of the Arbitrator shall be final and binding on the parties.

(e) **Continuance of Services pending Arbitration**

Unless this Contract shall already have been determined or abandoned the Contractor shall in every case continue to proceed with the Services with all due diligence and the Contractor and the Council shall both give immediate effect to every such decision of the Supervising Officer unless and until the same shall be revised by an arbitrator.

**NOTICES**

39 (a) **Service of Notice on Contractor**

Any notice to be given to the Contractor under the terms of the Contract shall be served by sending the same by post to or leaving the same at the Contractor's registered office if the Contractor is a Company or at the Contractor's principal place of business. For information only a copy will be posted or delivered to the Contractor's Supervisor. All day-to-day communications required to be in writing will be sent or delivered to the Contractor's Supervisor.

(b) **Service of Notice on Employer**

Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by post to or leaving the same marked for the attention of the Deputy Head of Environmental Services, Willows Lane Depot, Willows Lane, Accrington. Day-to-day matters may be addressed to the Supervising Officer at Environmental Services, Willows Lane Depot, Willows Lane, Accrington or to such other address as the Supervising Officer may notify to the Contractor in writing.

**VALUE ADDED TAX**

40 (a) In this Contract "exempt supply" "tax" "taxable person" and "taxable supply" have the same meanings as in the Value Added Tax Act 1983 (hereinafter referred to as "the Act") including any amendment or re-enactment thereof and any reference to the Value Added Tax (General) Regulations 1985 (hereinafter referred to as "the V.A.T. Regulations") shall be treated as a reference to any enactment corresponding to those regulations for the time being in force in consequence of any amendment or re-enactment of those regulations.

(b) The Contractor shall be deemed not to have allowed in his Tender for the tax payable by him as a taxable person to the commissioners of Customs and Excise being tax chargeable on any taxable supplies to the Employer which are to be made under the Contract.

(c) i) the Contractor shall not in any statement of claim for extra costs or payment under this Contract include any element on account of tax.

- ii) the Contractor shall concurrently with the submission of the statement referred to in (i) of this condition furnish the Employer with a written estimate showing those supplies of goods and services and the values thereof included in the said statement and on which tax will be chargeable under the V.A.T. Regulations at a rate other than zero.
- (d) At the same time as payment (other than payment in accordance with this paragraph) for goods and services which were the subject of a taxable supply provided by the Contractor as a taxable person to the Employer is made in accordance with the Contract there shall also be paid by the Employer a sum (separately identified by the Employer and in this condition referred to as "the tax payment") equal to the amount of tax payable by the Contractor on that supply. Within seven days of each payment the Contractor shall:-
  - i) if he agrees with that tax payment or any part thereof issue to the Employer an authenticated receipt of the kind referred to in the V.A.T. Regulations in respect of that payment or that part; and,
  - ii) if he disagrees with that tax payment or any part thereof notify the Employer in writing stating the grounds of his disagreement.
- (e) i) If any dispute difference or question arises between the Employer and the Contractor in relation to any of the matters specified in Section 40(1) of the Act then:-
  1. if the Employer so requires the Contractor shall refer the matter to the said Commissioners for their decision on it;
  2. if the Contractor refers the matter to the said Commissioners (whether or not in pursuance of paragraph (e) (i) 1. above and the Employer is dissatisfied with their decision on the matter the Contractor shall at the Employer's request refer the matter to a Value Added Tax Tribunal by way of appeal under Section 40 of the Act whether the Contractor is so dissatisfied or not;
  3. a sum of money equal to the amount of tax which the Contractor in making a deposit with the said Commissioners under Section 40(3) of the Act is required so to deposit shall be paid to the Contractor; and
  4. if the Employer requires the Contractor to refer such a matter to the Tribunal in accordance with sub-paragraph 2. above then he shall reimburse the Contractor any costs and any expenses reasonably and properly incurred in making that reference less any costs awarded to the Contractor by the Tribunal and the decision of the Tribunal shall be binding on the Employer to the same extent as it binds the Contractor.
- ii) Clause 39 of the Conditions of Contract shall not apply to any dispute difference or question arising under paragraph (i) of this sub-clause.
- (f) i) The Employer shall without prejudice to his rights under any other condition hereof be entitled to recover from the Contractor:-

1. any tax payment made to the Contractor of a sum which is in excess of the sum (if any) which in all the circumstances was due in accordance with paragraph (d) of this Clause.
  2. in respect of any sum of money deposited by the Contractor pursuant to paragraph (e) (i) 3. of this clause a sum equal to the amount repaid under Section 40(4) of the Act together with any interest thereon which may have been determined thereunder.
- ii) If the Contractor shall establish that the Commissioners have charged him in respect of a taxable supply for which he has received payment under this Clause tax greater than the sums paid to him by the Employer the Employer shall subject to the provisions of paragraph (e) of this Clause pay to the Contractor a sum equal to the difference between the tax previously paid and the tax charged to the Contractor by the Commissioners.
- (g) If after the date for return of tenders the description of any supplies of goods or services which at the date of tender are taxable or exempt supplies are with effect after the date for return of tenders modified or extended by or under the Act and that modification or extension shall result in the Contractor having to pay either more or less tax or greater or smaller amounts attributable to tax and that tax or those amounts as the case may be shall be a direct expense or direct saving to the Contractor in carrying out the Services and not recoverable or allowable under the Contract or otherwise then there shall be paid to or allowed by the Contractor as appropriate a sum equivalent to that tax or amounts as the case may be.

Provided always that before that tax is included in any payment by the Employer or those amounts are included in any certificate by the Supervising Officer as the case may be the Contractor shall supply all the information the Supervising Officer requires to satisfy himself as to the Contractor's entitlement under this paragraph.

- (h) The Contractor shall upon demand pay to the Employer the amount of any sum due in accordance with paragraph (f) and (g) of this Clause and such sum shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

#### **CONDUCT BY THE CONTRACTOR**

##### **41. Complaints**

The Employer will normally receive all complaints but those directed to the Contractor must be dealt with as follows:-

- (a) The Contractor will deal with any complaints that he receives in a prompt courteous and efficient manner.

- (b) Unresolved complaints received by or referred to the Employer will be investigated by the Supervising Officer who in appropriate cases shall invoke the default provisions.
- (c) The Contractor shall keep a written record of all complaints received by him direct from any source and of the action taken by him in relation to each complaint. Such records shall be kept available for inspection by the Supervising Officer at all reasonable times.

42. **Gratuities**

The Contractor shall not whether by himself or by any person employed by him to perform the Services solicit any gratuity or tip or any other form of money-taking or reward collection or charge for any of the Services other than bona fide charges.

43. **Agency**

The Contractor is not the agent of the Council for purposes of any Services and nothing in this agreement shall create any agency partnership or joint venture between the Council and the Contractor and the Council shall not be liable for any actions costs proceedings claims or demands arising out of the delivery of the services except under the provision of this agreement..

44. **Sub-Contractors**

Detail of any parts of the services which the Tenderer proposes to sub-contract must be notified to the Council before completion and submission of the document headed "Schedule of Sub-contractors". No sub-contracting of the Contract other than as submitted via this document shall be permitted except with the written consent of the Supervising Officer. The Contractor shall ensure that any sub-contractor appointed by them shall observe and perform all of the provisions of the Contract and the Contractor shall indemnify the Employer from and against the costs claims demands and liabilities whatsoever arising out of or in respect of any breach by any such sub-contractor of any of such provision.

45. **Confidentiality and Use of Documentation**

- (a) The Contractor shall not during the Contract Period or any time thereafter make use of or disclose to any person, except as may be required by law, the Contract Documents or any information contained therein or any information contained in any material provided by the Employer pursuant to the Contract or prepared by the Contractor pursuant to the Contract all of which information shall be deemed to be confidential.
- (b) The Contractor shall neither dispose nor part with possession of any material provided by the Employer pursuant to the Contract or prepared by the Contractor other than in accordance with the express written instructions of the Employer.
- (c) The Contractor shall procure the compliance of all employees with the provisions of this condition.

- (d) The Contractor shall note that all documents supplied by the Employer whether in the form of paper maps or otherwise is subject to copyright and shall only be used in connection with this Contract.

46. **Conflict or Ambiguity**

Where there is any conflict or ambiguity between any part of the Contract Conditions and any other part of this Contract then the Contract Conditions shall apply. If the Contractor becomes aware of any other conflict or ambiguity he shall draw this to the attention of the Supervising Office who will decide on the matter.

47. **Tender Evaluation**

As part of his tender submission the tenderer shall submit the information listed below to allow the tender to be evaluated on a price and quality basis.

The information given in this document shall be used in the evaluation of the tenders in conjunction with other information supplied by prospective tenders. The basis of evaluation shall be the most economically advantageous tender taking into account Price and Quality which includes Proposed Contract delivery model and Added Value.

The award criteria will be weighted as per the following:

Cost: 70%

Quality: 30% made up of:

The contractors proposed contract delivery model (10%)

Satisfactory and relevant health and safety documentation (20%)

48. **Contract (Right of Third Parties) Act 1999**

The parties to this Deed do not intend that any of its terms shall be enforceable by any third party pursuant to the Contract (Rights of Third Parties) Act 1999

49. **Freedom of Information Act 2000**

The Contractor shall acknowledge that the Council as a public authority has a duty to comply with the provisions of the Freedom of Information Act 2000 and that they are obliged to disclose any information that they hold to an applicant if requested to do so, as such the Contractor will provide the Council with such information when requested to answer Freedom of Information Act enquiries.

50. **Diversity and Equality**

The Contractor shall undertake their duty to comply with the statutory obligation under the Race Relations Act 1976, Sex Discrimination Act 1975, Disability Discrimination Act 1995, the Equalities Act 2010 and the Commission for Racial

Equality Code of Practice for Employers. Accordingly, the Contractor must not treat one group of people less favorably than others because of their colour, race, nationality, ethnic origin, sex or disability in relation to decisions to recruit, train or promote employees

51. **Data Protection Act 2018**

The Contractor shall acknowledge that the Council as a public authority has a duty to comply with the provisions of the Data Protection Act 2018 and the UK General Data Protection Regulations (UKGDPR).

**Section 3**  
**Specification**

## **GRAVE DIGGING SPECIFICATION**

### **1.0 Health and Safety Requirements**

- 1.1 All contractors working in the Cemetery must comply with all legislative requirements relating to Health & Safety. They must provide the Supervising Officer with copies of health and safety policies and management systems, risk assessments, safe systems of work, staff training records, COSHH assessments, insurance certificates etc. prior to undertaking any work on site.
- 1.2 As Hyndburn Borough Council is the owner of its cemeteries it has ultimate duty of care under health and safety legislation and must therefore set the standards required. As such contractors working in Hyndburn BC cemeteries will be closely monitored so as to ensure compliance with all relevant health and safety legislation.
- 1.3 The contractor shall notify the Supervising Officer or Supervising Officers Representative immediately of any accident or dangerous occurrence which takes place during the grave digging process or which takes place in one of the Boroughs cemeteries. All accidents notifiable under RIDDOR 2013 must be reported to the Health and Safety Executive within required timescales.
- 1.4 Hyndburn Borough Council and the Funeral Organiser will work together to ensure the interment is undertaken in a manner congruent with health and safety legislation.

### **2.0 General Requirements**

- 2.1 Training. All contractors' staff (grave digging operatives) should receive appropriate training - as per Cemetery Operatives Training Scheme formulated by the (ICCM) Institute of Cemetery and Crematorium Management. (Note - Any untrained staff involved in grave digging operations should be closely supervised at all times by a fully trained person).
- 2.2 All contractors working in Hyndburn Borough Council Cemeteries must read and adhere to the general cemetery rules and regulations.
- 2.3 Grave diggers must follow the ICCM Code of Safe Working Practice for Cemeteries and must ensure the safety of all staff, contractors and visitors to the cemetery as a result of their work.
- 2.4 The grave space set aside for each burial shall be excavated to 7 foot 6 inches long and 3 feet 6 wide. No part of the coffin shall be at a depth less than 3 feet below the level of the surface of the ground adjoining the grave once the burial has taken place.
- 2.5 The local Muslim community require a wooden burial chamber to be inserted into the grave for the coffin to be lowered into. The lid of the burial chamber is lowered and put in place once the coffin is in the grave. Once this has been completed the grave is back filled with soil. (The wooden burial chamber will be supplied by the Council)

- 2.6 No person shall disturb any interred human remains or remove any soil which is found to be offensive.
- 2.7 The site is to be left clean, tidy and safe after an interment
- 2.8 Spoil from the graves is to be placed in the area designated by the Crematorium & Cemeteries Manager
- 2.9 Appropriate PPE and safety footwear must be worn by contractors staff at all times. Protective eyewear should be worn when appropriate.
- 2.10 All tools and equipment required to complete a grave digging operation must be available nearby before digging commences.
- 2.11 Any nearby / adjacent memorials which pose a hazard to the grave digger must be temporarily moved to a safe distance from the grave to be excavated and then stored safely so cemetery staff can re-install the memorial. This must be reported to the Cemetery Office straight away on the next working day.
- 2.12 Any grave excavation that is left unattended for whatever reason must be completely boarded over in such a manner as to prevent any person falling into the grave. No matter the depth or size of excavation.
- 2.13 All graves must be dug centrally within the respective grave space. Graves that are not dug centrally within the grave space will increase the risk of collapse, as the intervening wall (mid feather) of soil on one side will be of reduced thickness.
- 2.14 Entry and egress from a grave must be by ladder. On no account must a grave digger climb out of a grave by treading on any part of the shoring. A ladder must remain in place whenever an operative is working in a grave in order to maintain an emergency exit. (Confined Spaces Regulations 1997)
- 2.15 Any foul odours encountered should be reported immediately to the Supervising Officer.
- 2.16 When digging, shoring must always be used and incorporated as digging proceeds. It is advised that shoring should be incorporated as soon as a depth equal to the depth of shoring is reached.
- 2.17 Shoring should be inspected prior to use for any sign of deterioration. Defective shoring should not be used and should be removed from site to prevent use by any other person.
- 2.18 All finished graves should be prepared using imitation grass matting. The matting will be laid out neatly on staging (laid along the length of the grave) leaving no folds or gaps which may cause Funeral Organiser, Service leaders, mourners or members of staff to trip.

2.19 Lowering webbings must be inspected prior to each burial to ensure that no deterioration has occurred and that they are capable of taking the weight of the coffin. Frayed webbings should not be used.

**3.0 General requirements regarding using the machinery  
(Note this list is not exhaustive):**

3.1 Only authorised and trained persons are to operate digging machinery.

3.2 Digging machines must be operated in strict accordance with manufacturer's instructions.

3.3 Machines should be regularly serviced by a qualified person.

3.4 The machine operator must ensure that the machine is safely manoeuvred into the digging position.

3.5 Legs/stabilisers must be correctly positioned as far away as is practicable from the grave to be excavated.

3.6 The blade on a tracked machine must be in the down position at all times when digging is in progress.

3.7 The operator must ensure that the machine is level before digging commences so as to ensure that the sides of the grave are vertical.

3.8 The level of the machine can be adjusted using the legs/stabilisers. An unlevelled machine will cause one side of the grave to be under dug, which will increase the risk of grave collapse.

3.9 Care must be taken when excavating a grave whilst shoring is in place so as to avoid striking any part of the shoring equipment with the machine bucket.

3.10 Striking or dislodging shoring will not only increase the risk of collapse of the grave but will also increase risk to the gravediggers who are required to rectify the situation.

3.11 It is possible that exhaust fumes from the engine can collect in the bottom of the grave. Wherever possible the machine should be positioned down-wind of the excavation to reduce the risk of this occurring. The risk is increased on days when there is no breeze. (Control of Substances Hazardous to Health Regulations).

3.12 The machine must be switched off whilst shoring is being installed into a part dug grave. This action will reduce the risk of collapse caused by vibration of a running machine. The bucket must be rested on solid ground to the side and as far away as is possible from the grave being excavated.

3.13 When a machine is not in use, it must be parked on hard ground in such a manner that it does not cause an obstruction to traffic or pedestrians. When parked, the boom must be lowered with the bucket resting on solid ground. The

ignition key must be removed. The blade on tracked machines must be in the down position whenever the vehicle is parked.

- 3.14 When driving the digging machine within the Cemetery the driver must exercise extreme caution with regard to persons in the Cemetery.
- 3.15 When driving the digging machine within the Cemetery the driver must exercise caution e.g. no sharp turns etc. and treat the roads and grounds with respect.
- 3.16 Any mud from the digger wheels/tracks must be cleared from hard standing and grassed areas as soon as is practically possible.
- 3.17 Damage to grassed areas by the digger wheels/tracks must be minimised via the use of boards etc. If damaged is caused the contractor will be responsible for reinstatement at the contractors expense.
- 3.18 The contractor will stay onsite once the grave digging is complete. No fully dug grave should be left unattended at any time. If a grave must be left unattended for whatever reason this must be completely boarded over in such a manner as to prevent any person falling into the grave.

#### **4.0 Callout Procedure**

- 4.1 At weekends or bank holidays any burials which are required at short notice will be scheduled for 3pm during the summer months and 2pm during the winter months (conforming to British summer time when clocks go forward and backwards)
- 4.2 The contractor will be expected to provide a phone number so they can be contacted by the funeral organiser between 8am and 11am on Saturday, Sunday and bank holidays (excluding Xmas Day and New Years day) to dig a grave on those days for a burial that afternoon. Should the contractor receive a phone call after 11am then any burial will be arranged for the following day.
- 4.3 If a phone call is received after 11am on Sunday of a normal weekend or Monday of a bank holiday weekend, the customer should be advised to contact the cemetery office the following day.
- 4.4 When a phone call has been received notifying the contractor of the need for a grave to be excavated, the contractor will proceed to the cemetery where the burial is scheduled to take place, identify the correct grave and commence with grave digging operations as per this specification.

## **5.0 General procedure pre excavation**

### Location and Size of Grave

- 5.1 Hyndburn BC will pre-allocate a new grave for weekend/bank holiday burials and provide details as to the location. On site this grave will be identified by means of a mark on the ground in the cemetery. The grave will be excavated to dimensions required to ensure the grave will accommodate the wooden burial chamber. These will be supplied by the Council and are 30" wide.
- 5.2 The contractor is to locate the grave. At this point if there is any doubt about the location of the grave the Council's standby officer must be contacted immediately.

### Assessing the grave digging area

- 5.3 The contractor is responsible for considering the range of hazards that may exist around the excavation before excavation begins. These can include:

- Safe and easy access for operatives and equipment
- Safe access for persons attending and officiating at the burial service
- The health and safety of operatives during the excavation process
- The health and safety of Cemetery visitors
- Ground condition and trip hazards
- Memorial stability
- Correct positioning and marking of grave to give maximum mid feather
- Vegetation i.e. low branches and invasive species
- Undermining of nearby structures

Note –the above list is not all-inclusive but indicative of the type of risks that must be considered

## **6.0 Pre excavation**

- 6.1 When excavating a grave the contractor is to ensure a safe working environment for all Cemetery operatives/visitors including themselves. It is important that contractor's staff are trained to be able to safely assess the working site, including memorials, assess the risk, record the assessment accurately, and understand the range of options available for making the area safe for all who will use it.
- 6.2 The contractor is responsible for ensuring that the grave is dug centrally within the respective grave spaces for the following reasons:
- 6.2.1 If grave is not dug centrally within its respective grave space one of the walls separating the adjacent grave will be of a narrower width and will increase the risk of collapse of that particular side of the grave.
  - 6.2.2 When a memorial is erected centrally on a grave that was dug out of centre the risk of the memorial subsiding and tilting is increased which in turn increases the risk of the memorial becoming unstable and a danger in its own right.

## **7.0 Excavation and ground support**

The contractor will ensure that:

- 7.1 All grave digging is to be undertaken on the same day as the burial the grave is being excavated for. No graves are to be excavated and left unused overnight without the written permission of the Supervising Officer or Supervising Officers Representative.
- 7.2 All tools and equipment required to complete the excavation process must be available at close proximity to the grave that is to be excavated before digging commences. Whether hand or machine dig.
- 7.3 The contractor will be responsible for arranging the correct number of staff for the start of the grave digging operation. At least 2 members of staff will need to be present for each grave digging operation. (Note -The ICCM recommends that a second person is in attendance whenever work is being carried out in an excavation of a depth greater than 3' (0.91m) in order to comply with the requirements of the Confined Spaces Regulations 1997. The second person will be in a position to give warning to the gravedigger, raise the alarm in an emergency and commence emergency procedures).
- 7.4 The contractor will ensure that the coffin is buried to a suitable depth as directed in Local Authorities Cemeteries Order 1977 Schedule 2 Part 1 Paragraph 2 which states "No body shall be buried in a grave in such a manner that any part of the coffin is less than three feet below the level of any ground adjoining the grave"

## **8.0 Grave Shoring**

- 8.1 Shoring must be incorporated as digging proceeds. Adequate shoring will be incorporated so as to prevent the collapse of the sides of the grave. Soil type and weather conditions will affect the requirements for each particular grave. Particular care must be taken during periods of wet weather when it is advisable to close shore graves to full depth.
- 8.2 The contractor is responsible for ensuring that the sides and ends of the grave are vertical and that the bottom of the grave is level on completion of each excavation. Shoring units must be level.

## **9.0 Ground Water**

- 9.1 The contractor is responsible for monitoring the ground water throughout the excavation
- 9.2 Should water collect in a grave it should be removed prior to the interment. Ideally a motorised pump should be used, as this action will not require a

- gravedigger to enter the grave. The hose from the pump can be lowered into the grave from surface level.
- 9.3 Should water be removed from a grave using a petrol driven pump no grave digger should be working in the grave while the pump is running as exhaust fumes may enter the grave and collect at the base of the grave. (Exhaust fumes are heavier than air).
  - 9.4 Ideally the pump should be positioned as far away from the grave as is possible and positioned down wind.
  - 9.5 Water removed from a grave should ideally be pumped into the nearest soak away or drain.

### **10.0 Preparation for interment**

- 10.1 Prior to preparing / dressing the grave the surrounding area should be examined to ensure as far as is reasonably practicable a safe, unobstructed access for Funeral organiser, service leaders and mourners. Any trip hazards that may be present must be removed.
- 10.2 Staging must be checked for stability with adjustments made as required. Unstable staging may cause a pall bearer (s) to fall whilst placing a coffin into the grave
- 10.3 The staging and immediate surrounding area can then be covered. Grass matting is installed to the edge of the grave. Care must be taken to avoid trip hazards caused by folds in the matting.
- 10.4 Two Lowering webbings are provided for the funeral organiser/mourners to lower the coffin into the graves. Care must be taken to ensure that sufficient webbing is placed on either side of the grave to enable each pallbearer to lower the coffin to the bottom of the grave.
- 10.5 Lowering webbings should be checked for signs of deterioration or fraying before each burial service. Frayed or damaged webbings must not be used and should be cut down to prevent use by any other person.
- 10.6 The contractor is responsible for checking the grass matting, staging and webbing are correctly placed and safe to use.

### **11.0 The interment service**

- 11.1 The contractor will stay onsite during the service
- 11.2 The contractor will move all equipment away from the burial area and turn off all vehicle engines.
- 11.3 The contractor will stand a distance away from the service so not to intrude on the private service but close enough to be called upon by the service leader/funeral organiser

## **12.0 Excavated Material**

- 12.1 At Accrington Cemetery all excavated material shall be put on a spoil board to ensure the protection of adjacent graves. The spoil board must be removed as soon as possible after backfilling the grave and not damage the grave in any way.
- 12.2 At Lee Lane cemetery all excavated material shall be put on a spoil board to the left hand side of the grave being dug as this is virgin land with no grave present.
- 12.3 The spoil boards should be situated in a position so that funeral organiser/mourners can access the side of the grave to lower the coffin.
- 12.4 For Muslim burials all excavated material will be removed from grave side after the grave has been excavated (due to it being of a heavy clay nature) and fresh topsoil returned to the side of the grave so that mourners can backfill the grave as part of the burial service.

## **13.0 Backfilling the grave**

- 13.1 The Muslim community in Hyndburn like to undertake the backfilling of the grave themselves. At least 6 shovels should be put with the soil (as per 12.4 above) used for backfilling the grave for the mourners to use to backfill.
- 13.2 On most occasions mourners do completely backfill the grave. However on occasion mourners do leave site and there is still some back filling to complete. The contractor will finish the backfilling of the grave if the mourners do not complete the back filling process.
- 13.3 Once the backfilling process has been completed, any topsoil left on the spoil board next to the grave will be removed and returned back to the top soil pile in the depot storage area. The spoil board will be removed and the area tidied up and left as it had been found before the burial.

## **14.0 Post burial requirements**

- 14.1 Once the burial and backfilling process has been completed the contractor will tidy the area around the grave to ensure the cemetery is left in a clean and tidy condition.
- 14.2 All machinery and equipment used by the contractor for the burial will be collected and removed from the cemetery.
- 14.3 The next working day after the burial takes place the contractor will email the Council's cemetery service to confirm the burial took place including details of the date, time and location of the burial and the name of the deceased.

## **Section 4**

### **Pricing Schedule**

## SCHEDULE OF RATES

Hyndburn BC will require an out of normal working hours service for dealing with short notice burials at weekend and bank holidays for which we will require costing.

The contractor must quote a rate for a team of qualified operators with necessary vehicles, excavation equipment, hand tools and PPE being on standby each weekend and bank holidays (excluding Xmas day and New Years day) and rate to dig a grave.

Rate: For being on standby each Saturday	£	per day
Rate: For being on standby each Sunday	£	per day
Rate: For being on standby on bank holidays (Excluding Xmas day and New Years day)	£	per day
Rate: For digging and preparing a grave	£	per grave

## **Section 5**

### **Form of Tender, Restrictive Practices & Contractors Equalities Undertaking**

**BOROUGH OF HYNDBURN**

**All works in connection with the delivery of the 'Provision of burials at weekends and bank holidays'.**

**FORM OF TENDER**

**To :** Hyndburn Borough Council  
Council Offices  
Willows Lane Depot  
Willows Lane  
Accrington  
Lancashire  
BB5 0RT

Dear Sir or Madam:

Having examined the Conditions of Contract, Specification, and Schedule of Rates for the above mentioned works, we offer to deliver and complete the whole of the said works in conformity with the said, Conditions of Contract, Specification and Schedule of Rates for such sum as may be ascertained in accordance with the said Conditions of Contract.

We undertake to complete and deliver the whole of the Service comprised in the Contract for the duration of the contract as set out in said Conditions of Contract.

Unless and until a formal Agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

Yours faithfully

**Signature**.....

Company.....

Address.....

.....

.....

Telephone.....

Date.....

**HYNDBURN BOROUGH COUNCIL**

**RESTRICTIVE PRACTICES**

I/We declare that I/We will not be party to any  
scheme or arrangement under which:-

- (a) the amount of this Tender or Quotation is communicated to any body or outside person before the Tender or Quotation is accepted by the Council;  
or
- (b) any other Tenderer or person submitting a Quotation for the same work is reimbursed any part of his costs of tendering or quoting.
- (c) This Tender Price or Quotation is adjusted by reference, directly or indirectly to the prices of any other Tenderer or person submitting a Quotation for the same work.

Signed.....

For.....

Of.....

.....

**N.B.** The Tender or Quotation will not be accepted unless the above declaration is completed and attached to the form of tender or Quotation.

**HYNDBURN BOROUGH COUNCIL**

**CONTRACTOR EQUALITIES UNDERTAKING**

We, the undersigned, agree to abide by all of the statements contained in this undertaking whilst we are employed as a contractor by Hyndburn Borough Council (“the Council”). We agree that the statements made in this undertaking will form part of our contract with the Council.

We will treat our employees, and the Council’s employees, and customers, with dignity and respect. We will provide a working environment free from unlawful discrimination, victimisation or harassment on the grounds of gender, sexual orientation, marital status, nationality, ethnic origin, religious belief, age, disability and health.

We will abide by all the equality legislation to ensure that our behaviour is not unfairly discriminatory. The equality legislation states that it is unlawful in employment or in the provision of business and services to discriminate directly or indirectly on the grounds of sex, marital status, race, colour, ethnic or national origin, disability or health.

We understand that we must comply with this legislation and that ignorance of the law is no defence.

We acknowledge that the Council will not tolerate acts which breach any of the statements made in this undertaking or any of the equality legislation. We accept that instances of such behaviour may be investigated by the Council and may lead to the termination of our contract with the Council.

Signed .....  
On behalf of (contractor) .....  
Date .....

NB: the equality legislation includes Sex Discrimination Act 1986, Race Relations (Amendment) Act 2000, Disability Discrimination Act 2005, Human Rights Act 1998, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Religion / Belief) Regulations 2003 and Equality Act 2010.