

## Millbrook Parish Council

## **Open Cemetery**

# **Grass Cutting and Maintenance Contract for 2025-2026, 2026-2027 & 2027-28**

Commencement date: 1<sup>st</sup> June 2025 End date: 31<sup>st</sup> March 2028

## Schedule of Work

## Tender requirements for grass cutting and maintenance in Millbrook Village Burial Ground (new section)

- 1. The contract will run for a period of three years, i.e. from 1 June 2025 until 31 March 2028.
- 2. Contractors should acquaint themselves with the conditions of work before tendering and direct all questions by email to the Clerk before submitting their bids. A site visit is recommended.
- 3. Quotations are to be submitted exclusive of VAT.
- 4. The Contractor shall include in the tender everything necessary to complete the works.
- 5. It is the Contractor's responsibility to provide all necessary equipment to complete the works.
- 6. The Council reserves the right to clarify any statements on submitted tenders and specifications with Contractors before making any decision.
- 7. The Council reserves the right to offer the contract to the most economically advantageous bid and not necessarily the lowest bid.
- 8. The Contractor shall comply with the Health and Safety at Work regulations and all other statutes and regulations. If working alone, they will be expected to notify a supervisor or line manager, work colleague or family member of their whereabouts and expected duration of the work. Any operative employed by the Contractor must be suitably equipped, trained and qualified for the work.
- 9. Before the contract can commence, the successful Contractor shall supply to the Parish Clerk a copy of their current public liability insurance policy, a risk assessment and two references of clients of similar standing to the Parish Council. The latter is not required where Contractors are known to the Parish Council. It is expected that Contractors will be able to provide references from clients with whom they have similar contracts.
- 10. The Contractor will be expected to provide copies of all insurance policies to the Clerk by email at their renewal anniversary to prove continuity.
- 11. The Council will not be liable for any damage or loss to equipment incurred by the Contractor during the period of the contract howsoever caused.

- 12. The Contractor shall at all times maintain in force such policies of insurance, with reputable insurers or underwriters approved by the Council, as shall fully insure against such risks as the Council in its absolute discretion may require and indemnify the Council against any damage, loss or injury which may occur to any property or to any person by or arising out of or in connection with the provision of the service in the minimum sum of £5million for any one claim for property damage, unlimited for personal injury.
- 13. Statutory duty to compliance under 2021 Environment Act: To consider inclusion of a statement that Under the 2021 Environment Act, public authorities (including town and parish councils) operating in England must consider what they can do to conserve and enhance biodiversity. Candidates will therefore be required to support and evidence this in their applications.
- 14. The Contractor will be expected to cut the grass at their discretion if the grass does not grow due to drought or grows faster than normal due to wet and warm conditions. The expectations are to cut the grass as per conditions below.
- 15. The Contractor is to provide all necessary equipment to cut the grass on the area coloured blue on the attached plan, including carefully cutting around all the gravestones between and around all graves, and under and around seats and benches. The grass must not exceed 10cm in height, except in rewilding areas or open areas (see para.19) shown on the plan and/or as agreed in writing with the Council.
- 16. Should an untended grave plot be deemed to need cutting back you may be required to do so at the discretion of the Council.
- 17. 30cm band width to be left around all trees.
- 18. No growth regulators are to be used.
- 19. In the interests of health and safety all grass cuttings and strimmings must be removed from pathways and hard surfaces. Any clippings left on grass areas must be evenly distributed.
- 20. That part of the cemetery not currently occupied by graves is coloured green on the plan. A one-metre-wide strip on each side of all the paths in this section to be maintained at a 10cm maximum height. If there are any sections of path where there is not a metre of unoccupied ground on one side, the strip should use what space is available. In addition, an area one metre around and under the bench is to be maintained at 10cm maximum height.
- 21. The remainder of the section coloured green on the plan is otherwise to be allowed to rewild in random sections not to exceed 50% of the total open area; these rewilded sections are to be cut back twice a year in early spring and in autumn and should be varied in location year on year. The grass between these areas is to be maintained at a maximum height of 15cm.
- 22. The Contractor is expected to survey each area before cutting commences to ensure no rubbish, obstacles or stones are present, to remove loose items and to use suitable equipment to navigate around obstacles such as gravestones or benches without damaging them or the equipment.
- 23. The Contractor will inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards.
- 24. When strimming every care to avoid and prevent injury to hibernating animals such as hedgehogs must be taken.
- 25. Contractors must be aware that under the Wildlife and Countryside Act 1981 it is illegal to disturb a nesting bird.
- 26. The Council reserves the right to require immediate cutting if, on inspection, the above conditions have not been met.

- 27. The Council reserves the right to add or remove areas to be cut during the period of the contract and the Contractor will be invited to provide a cost increase/reduction where applicable in writing to the Clerk. This will then be added to the schedule and be a binding part of the contract.
- 28. No works to be carried out during burial / interment services
- 29. Contractors must be aware that under the Wildlife and Countryside Act 1981 it is illegal to disturb a nesting bird.

#### **PLANS**

#### Area A - Open graveyard

- Grass cut year-round and maintained to a maximum height of 10cm.
- Access paths to be maintained all around the grave plots.
- Grave plots to be left uncut, unless requested under point 20.

## **Tender form**

### 1. Price to include all items in conditions 1-26 (pages 1&2)

Tender price for 2025 - 2026	Tender price for 2026 - 2027	Tender price for 2027 - 2028	
£	£	£	

## 2. Company/Personal information (please complete in block capitals)

Name of Contact	
Company Name (if applicable)	
Address	
Telephone	
Email	
Company Website	

#### 3. Method statement

4. Environmental policy information (In the event you don't have a formal policy; but wish to share some information regarding your commitment to environmental safety please use the box below)
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below, in no more than 300 words organisation is a new start-up, or	reference, please skip the next two sections and in the box s, please provide an explanation of your organisation, e.g. your you have provided services in the past but not under a contract ntact referees prior to deciding the selected contractor. If you ease contact the Parish Clerk.
Reference 1	
Organisation name	
Contact name	
Email address	
Telephone number	
Address	
Reference 2	
Organisation name	
Contact name	
Email address	
Telephone number	
Address	

Additional information if you are unable to give references, to be provided in the box below				
6. Public liability				
Insurer				
Expiry date of current policy				
Value of cover				

#### 7. Tender submission details

Please ensure that you have attached all documentation requested in this form and any other relevant supporting documents.

The deadline for submission is 7<sup>th</sup> March 2025. Please ensure that your tender and any information is submitted to: <a href="mailto:tenders@millbrook-pc.gov.uk">tenders@millbrook-pc.gov.uk</a>. Please ensure your email header states 'CONFIDENTIAL – GRASS CUTTING TENDER, CEMETERY.

The postal address is:
Millbrook Parish Council,
Village Hall, The Parade, Millbrook, Cornwall, PL10 1AX

Please ensure you envelope is marked "CONFIDENTIAL - GRASS CUTTING TENDER, CEMETERY

**PL10 1AX** 

#### **Tender Evaluation**

The Council reserves the right at its absolute discretion to accept or not accept any quotation submitted. The Council shall not be under any liability in respect of any expenses or loss that may be suffered or incurred by the consultation in the preparation of its quotation. A final decision will not be based on price alone.

#### 8. Millbrook Parish Council Financial Regulations - tender process

- 1. Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3. Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- 4. Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission. Applicants will be offered the opportunity to submit their tender via a virus free memory device or 'we transfer'.
- 5. Any invitation to tender issued under this regulation shall be subject to Standing Order 18 and shall refer to the terms of the Bribery Act 2010.
- **6.** Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.