** NEWPORT (Shropshire) TOWN COUNCIL** The Guildhall, High St, Newport, Shropshire, TF10 7AR Tel: 01952 814338 🖂 [enquiries@newportshropshire-tc.gov.uk](mailto:enquiries@newportshropshire-tc.gov.uk%20)

8th February 2022

To Whom it May Concern

# Newport Town Council Grave Digging Contract

Newport Town Council are pleased to inform you that you have been invited to submit a tender for the above contract and, accordingly, I attach the following documentation:

Contract Specification

Location Plan  
Map of area

References Form  
Tender Form

Contractors are to post their submission in a sealed envelope (bearing no mark of the company on the outside of the envelope) to:

Newport Grave Digging Tender

C/o Mrs Louise Tunks   
Newport Town Council

The Guildhall

High Street

Newport

Shropshire

TF10 7AR

By 10 am Tuesday 3rd May 2022

Your tender submission must comprise the following information:

* A covering letter stating you agree to execute the works referred to in the Contract Specification and General Terms of Contract.
* Completed references form along with examples of work
* Completed Form of Tender

If you require any further information please give me a call, the office is open between 10 am – 3 pm Monday to Friday.

Yours sincerely

Louise Tunks   
Deputy Town Clerk & RFO

Newport (Shropshire) Town Council

SPECIFICATION FOR THE GRAVE DIGGING IN NEWPORT CEMETERY, AUDLEY AVENUE, NEWPORT TO BE USED AS THE BASIS FOR A FIXED PRICE PER EXCAVATION TO OPERATE FOR THREE YEARS COMMENCING THE **1st October 2022** (WITH AN OPTION TO EXTEND TO FIVE YEARS)

GENERAL TERMS OF CONTRACT

1. The successful contactor shall satisfy the Town Council through the Town Clerk and Cemetery Officer.
2. That they have available suitable, well maintained equipment to carry out the work.
3. That all persons to be engaged in the work have been properly trained in the use of equipment and other materials, and that they have been made fully aware of the nature of the equipment and materials, and possible dangers to themselves and others arising from their transport, storage or application.
4. That they have adequate insurance cover against third party claims which might arise from their negligence whilst performing the work.
5. That they have adequate Employer’s Liability insurance cover in respect of the employees engaged on the work.
6. That they are in a position to comply with all statutory requirements with regard to the performance of the contract.
7. The successful contractor shall inform the Town Clerk immediately when they become aware of any deficiency with regard to 1a to 1e as above and respond promptly to any questions or requests for evidence from the Town Clerk on matters relating to the contract.

WORK TO BE CARRIED OUT UNDER CONTRACT

1. The work to be carried out under the terms of the contract shall comprise the following.

**GRAVE DIGGING CONTRACT**

3.1 The general requirements covering all operations in Newport Cemetery

3.2 The contractor will be required to undertake works in relation to interment of bodies and cremated remains

3.3 The Cemetery is located at Audley Avenue, Newport, TF10 7DS

3.4 Upon receipt of instructions from the supervising officer and agreed by the contractor, the contractor shall excavate graves within a minimum of 24 hours of receipt of instructions to the depth specified. The grave identification and location along with the coffin measurements will be given to the contractor by the supervising Officer.

3.5 To assist the contractor in locating the burial plots a map will be provided of the cemetery where burial works and excavations and associated works are to take place. The supervising officer will identify and mark the grave space at the cemetery to clearly show position of plot to be excavated

3.6 Schedule of rates will be determined each financial year

3.7 Conditions of contract Definitions;

1. The burial authority shall mean Newport (Shropshire) Town Council. The Supervising Officer will be an employee of the authority.
2. The contractor employed for this work is ……………………………. who is hereafter referred to as the Contractor.
3. The Contract will begin on 1st October 2022 and terminate on 30th September 2025 unless extended to five years, cessation of the contract for any reasons other than those of a disciplinary nature, shall be of 3 months duration by either party.
4. Payment will be made monthly in arrears for all works during the previous month.

3.8 The contractor should make himself fully aware of the site conditions and comply with all the requirements for statutory equipment. Any claims arising from the contractor’s failure to comply with this clause will not be admitted.

3.9 The contractor will be responsible for the provision, maintenance and safe use of all tools and equipment required for the works.

3.10 The contractor must comply with all statutory requirements appertaining to Health & Safety legislation under the Health and Safety at Work Act 1974 (General Duties of Self-Employed Persons) (Prescribed Undertakings) Regulations 2015, and shall be responsible for making the site a safe and tidy place of work for himself and any other persons working on his behalf.

3.11 All monies or other items of value found by the contractor or his employees at the site shall be handed to the supervising Officer as soon as possible and a written receipt obtained.

3.12 The contractor shall comply with all legislation relating to the payment of income or other taxes and national insurance contributions arising from this contract with the Authority.

3.13 Due to the very sensitive nature of the works required in this contract, It is essential that a professional attitude and commitment is maintained throughout the duration of the contract. If the contractor fails to provide the service covered within this contract, the Authority, without prejudice, reserves the right to terminate the contract immediately.

3.14 The schedule of rates shall be reviewed annually and is inclusive of all necessary labour materials, transport and equipment for the proper execution of the works and includes all necessary safety equipment and scaffolding which may be required.

3.15 Specification of works

Operations should comply with Local Authority Cemetery Order 1977.

1. 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: Provided that the burial authority may, where they consider the soil to be of suitable character, permit a coffin made of perishable materials to be placed not less than two feet below the level of any ground adjoining the grave.
2. No body shall be buried in a grave unless the coffin is effectively separated from any coffin interred in the grave on a previous occasion by means of a layer of earth not less than six inches thick.
3. When any grave is reopened for the purpose of making another burial therein, no person shall disturb any human remains interred therein or remove there from any soil which is offensive.

3.16 The operation of grave digging shall include for the following operations;

1. Excavation & dressing of the grave
2. Backfilling of the grave
3. Reinstatement of the grave

3.17 Grave are to be dug on the day of the burial, no excavated graves are to be left overnight unless agreed with the supervising Officer

3.18 All excavations of graves are to be performed by hand. No machines or vehicles to be used in the excavation of graves or backfilling of graves, unless specifically instructed by the supervising Officer.

3.19 Any damage caused to grassed areas within the cemetery in connection with excavation operations will be put right and made good by the contractor at his own cost to the satisfaction of the supervising officer.

3.20 Standard sizes for graves are as follows :-

Single 7’ Length x 2’4” width x 4’3” depth

Double 7’ Length x 2’4” width x 6’ depth

Cremated 1’2” Length x 1’5” width x 2’ depth  
remains

These are a guide only, actual sizes may vary.

3.21 Having completed the excavation the grave should be covered with boards to be provided by the contractor to remove any element of danger to persons entering the burial ground. This task should be undertaken on each and every occasion where a grave is to be left unattended.

3.22 Prior to the arrival of the cortege the following tasks shall be undertaken, the grave being fully prepared not less than one hour prior to the arrival of the cortege at the burial ground.

3.23 The contractor shall empty the grave of any water that has collected within during or after the excavation.

3.24 The contractor should cover the base of the grave with a layer of wood shavings/ leaves approved by the supervising Officer to absorb any remaining water. The layer of material shall be uniformly distributed over the whole surface of the grave base. The contractor must allow for the provision of wood shavings in his pricing.

3.25 The Grave surround shall be fitted with a standard raised platform provided by the contractor to give a firm footing for the funeral party/ bearers.

3.26 The platform and grave sides shall then be draped with grass matting approved by the supervising Officer. The matting shall be arranged so the sides of the grave are completely covered and that the surrounds are covered to an area extending to 600mm beyond the edges of the grave. Grass mats shall be pegged as required and shall be neatly and tidily arranged.

3.27 Any spoil mound adjacent to the grave shall then be completely covered with grass matting, all storage boards being similarly covered. The matting for dressing the graves must be completed by the contractor and covered at their rates.

3.28 The area around the grave shall then be cleared on any debris or litter leaving the site in a tidy and presentable condition.

3.29 Coffin Lowering ropes/ webbing straps and coffin support bearing logs are placed in position normally 2 or 3 of each being required placed at the centres appropriate to the size of the grave.

3.30 Coffin Lowering ropes / straps must be polyester or woven flax type (50-75mm wide) and minimum of 7m length.

3.31 Coffin support bearers – 2 number required. These must be constructed of hardwood. Sizes approximately 914 x 100 x 60mm with one being marked to define head position.

3.32 A pot of fine / graded soil shall be provided by the contractor at the grave side to be used by the mourner, in a suitable container.

3.33 During the burial the contractor shall be present on the site to provide any assistance that may be required in the event of collapse of the grave shoring, unless by previous agreement with the supervising officer. During the burial any staff connected with the excavation of the grave shall remain out of site of the mourners. Any tools and equipment shall be out of site of the funeral party.

3.34 Immediately after the cortege has left the site the grave shall be backfilled. During backfilling, spoil shall not be allowed to fall onto the coffin in such a manner that will cause damage.

3.35 The surface of the grave should finally be mounded to produce a uniform and smooth mound of curved cross section standing 250mm proud of the surrounding surface. All work is to be completed on the day of the burial.

3.36 Any memorial which has been soiled during the excavation or backfilling of the grave should then be thoroughly cleaned to the satisfaction of the supervising officer.

3.37 All ropes grass matting and other equipment provided by the contractor should then be cleaned and retained for future use.

3.38 The contractor shall maintain the grave to make good settlement 8 weeks and 16 weeks after the funeral. The contractor will bring sufficient soil to the graves at this time to reform the mound originally created. In carrying out this work the contractor should remove any floral tributes, replacing them upon completion of work. Similarly, the contractor should clean any memorials soiled during this operation.

3.39 After 16 weeks have elapsed following the burial, the contractor should level the grave by adding or removing soil as require, unless otherwise stated by the supervising Officer. The surface should then be dug to a depth of 150mm to produce a fine tilth, firmed and raked level.

3.40 Re opens

1. Before any excavation or reopens, there will be a requirement to rod the grave to check that the appropriate depth is available for burial.
2. Results of the rodding of existing grave spaces should be reported to the supervising officer giving details of depth available and of any problems which are apparent to prevent the excavation of the required grave. If depth is available the supervising officer will instruct the contractor to excavate the grave to the size specified, and in accordance with the above specification.

3.41 Cremated Remains

1. Upon the receipt of instruction by the supervising officer, the contractor should excavate graves with a minimum of 24 hours of receipt of instruction. In carrying out this work the contractor shall ensure that all the requirements of good working practice are complied with.
2. Any interment of cremated remains shall be at the depth of 45mm. The turf shall be lifted from the grave and the grave Excavated to the required depth. When the remains have been placed into the grave the grave should be backfilled and compressed and the turf replaced on the grave.
3. All ropes grass matting and other equipment provided by the contractor should then be cleaned and retained for future use.

3.42 Performance of the contract

1. In carrying out such works the contractor and his staff shall exhibit a caring attitude, showing the utmost respect for both mourners and to the staff employed by Funeral Directors and others visiting the cemetery or burial ground.
2. The contractor shall provide and maintain a telephone communications system for the duration of the contract. This is essential feature of this contract in order to ensure efficient exchange of information between the supervision officer and the contractor so that changes in instruction which may effect the efficient management of the cemetery and the level of service provided can be maintained.
3. Before carrying out any excavation the contractor should examine adjacent memorials to ensure they are in a safe condition. In the event of any memorials being unsafe the contractor shall immediately inform the supervising officer.
4. The removal and replacement of memorial / kerb sets will be dealt with directly between the Supervising officer and the Funeral Director.
5. Memorial adjacent to the excavation site shall be protected during the excavation and backfilling operations with boards provided by the contractor. Should any damage occur during excavations the supervising officer should be notified immediately, and the contractor will be held liable for the cost of the memorial repairs or replacement.
6. All tools and equipment shall, when not in use be stored or kept away from the grave sides.
7. The contractor may be required to undertake the removal of remains or special burials which shall be carried out in accordance with the relevant Home Office Licence and faculty issued by the Church Authority.

3.43 It is the responsibility of the contractor to acquaint themselves with and ensure all operations comply with all Statutory Regulations and recognised Codes of Practice relating to the works to be undertaken and in particular (for example but not by way of limitation)

1. Health & Safety at Work Act 1974
2. Construction (lifting operations) Regulations 1961 1998
3. Construction (general Provisions) Regulations 1961
4. Local Authorities Cemetery Order 1977

The Contractor shall ensure that all staff are fully trained, conversant, and skilled in the operation undertaken.

3.44 Grave diggers must supply a copy of their Public Liability Insurance and Health and Safety Policy prior to working at the cemetery.

3.45 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

3.46 Reporting Accidents

1. The contractor shall notify the supervising officer immediately of any notifiable accident or dangerous occurrences as defined in the reporting of injuries, diseases & Dangerous occurrences regulations 1985 No 2023 which occur on the authority’s property or premises. Accidents will be recorded.
2. The Contractor shall immediately bring to the attention of the supervising officer anything which in their view constitutes a danger to persons or property.

3.47 Spoil from the graves is to be placed in the area designated by the cemetery clerk. The location of this area will be sent in writing (either by email or letter) to the grave digger.

EXTRA CONTRACTURAL WORK

4. The contractor must have the ability to undertake work of the following kind, subject to the amount of payment therefore being mutually agreed.

REFERENCES

5. Applicants are required to supply examples of similar works undertaken.

VARIATION TO COST

6. The Town Council will consider an annual variation of the cost of the contract due to inflationary pressures.

SUBMISSION OF TENDER

7. Tenders must reach the Town Clerk, at the address given on the tender invite letter, in a sealed envelope endorsed ‘**NEWPORT CEMETERY GRAVE DIGGING CONTRACT’** by not later than **10am Tuesday 3rd May 2022**

8. The Town Council does not undertake to accept the lowest tender.

FORMAT OF CONTRACT

9. The formal contract between the successful tenderer and the Town Council shall comprise this written specification, the written tender submitted by the contractor and the Town Council’s written acceptance of the tender. Subsequent variations to the contract shall be by exchange of letters between the Council and the contractor.

10. Termination of contract can be exercised by either party by giving in writing three months notification or at any time where the provisions of this contract are not being served in the opinion of the council.

**Elements of this contract is subject to adjustment following the outcome of the DEFRA consultation.**

DEFRA consultation [Consultation on Amendments to the Environmental Permitting (England and Wales) Regulations 2016 as applied to Groundwater Activities and related Surface Water Discharge Activities - Defra - Citizen Space](https://consult.defra.gov.uk/water-quality/amendments-to-the-epr-for-groundwater/)

## NEWPORT GRAVE DIGGING CONTRACT

**FORM OF TENDER FOR NEWPORT GENERAL CEMETERY GRAVE DIGGING**

CO. NAME --------------------------------------------------------------------

ADDRESS---------------------------------------------------------------------

------------------------------------------------------------------------------------

CONTACT NAME ----------------------------------------------------------

EMAIL ADDRESS-----------------------------------------------------------

TELE. NO. ---------------------------------------------------------------------

MOBILE-------------------------------------------------------------------------

I / we having read the terms of the specification and contract conditions and hereby offer to execute the works in accordance with them for the sum of

£ Single burial excavation £ Double burial excavation

£ Single cremated remains excavation £ Double cremated remains excavation

£ Child Burial excavation £ Stillborn Burial excavation

Additional costs which may occur e.g. casket shapes coffins sur-charge, must be specified below;

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This is a three year contract (with an option to extend to five years) which may be determined by either party with 6 months’ notice in writing. An annual inflation increase will be considered by the Council during its annual budgetary process (normally December/January).

Our insurance details are attached along with reference form.

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| --- | --- |
| Contractor    Signed­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Full Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  or and on behalf of:  ------------------------------------------------------------ ------------------------------------------------------------ ------------------------------------------------------------ ------------------------------------------------------------  Date ------------------------------------------------- | Office Use Only  Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  S Atkinson – Town Clerk    Newport (Shropshire) Town Council       Date ------------------------------------------------- |