

## **Great Baddow Parish Council**

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### **1. Introduction**

The Council is seeking to enter into a contract for the provision of grounds maintenance as detailed in the outline of the Specification and Schedule of works required.

The Council manages and maintains the Galleywood & Great Baddow Lawn Cemetery, Vicarage Lane, Galleywood, CM2 7SU and the adjoining Allotment Site.

### **2. The Service and Works**

The service and works required are outlined in the Specification and Schedule below. The tenderer must provide details of how each service will be delivered and the level of quality standards that will be provided.

The tenderer is requested to submit a tender for providing all of the services; together with an individual breakdown for each of the cemetery and allotment elements as the Council reserves the right to award the contract either as a whole or in individual elements dependant on which option(s) best support the needs of the Council.

The tenderer is requested to provide a tender for a three year period. The contract commencement date will be as soon as possible after acceptance of the quote but is to be agreed.

### **Response Requirements**

Any questions regarding the quote should be submitted via e-mail to the Parish Clerk at [info@greatbaddowparishcouncil.co.uk](mailto:info@greatbaddowparishcouncil.co.uk)

# **Specification**

## **1. General**

1.1. This Specification sets out the requirements of the Parish Council with regard to the management and maintenance of the Galleywood & Great Baddow Lawn Cemetery, Vicarage Lane, Galleywood, Essex CM2 7SU and the adjoining Allotment Site. The Parish Council reserves the right to issue further guidance to tenderers before the closing date.

1.2. The Contractor is under a general obligation to maintain the sites in a clean tidy and safe condition as set out in detail elsewhere and herein.

## **2. Working Hours**

2.1. The contractor will only carry out work during the working day between 08.00 and 16:00, Monday to Saturday (excluding public holidays) except where other times are specified for particular operations. Work outside these times can only be undertaken with the prior permission of the Council. No additional payment will be made for work completed outside the normal working day.

## **3. Inclement Weather**

3.1. In wet conditions, the contractor must ensure that mowing or any other operation does not damage the ground surface and any delays to grass cutting due to inclement weather will be rectified as soon as possible at no additional cost to the Council.

3.2. If inclement weather prevents the contractor from mowing, the grass cutting shall resume as soon as the conditions become suitable again. The contractor will be expected to provide sufficient labour and machinery to catch up where time is lost through bad weather.

## **4. Maintenance of Grassed Areas**

4.1. The Contractor shall remove litter, bottles, cans, stones and other debris from site prior to undertaking grass cutting operations.

4.2. The Contractor shall use machines which are appropriate in size, shape and method of cutting for the type of work involved. The contractor shall take care not to cause damage to memorials, trees, shrubs and other obstacles as a result of contact with grass cutting machinery or any part thereof on areas, which allow the use of large cutting machinery. Inaccessible parts shall be cut with smaller hand mowing machines no later than 24 hours following the use of large machines and mowing shall be to the same standard as the main area.

4.3. Blades and cylinders on all mowers shall be sharp and properly set to cut the sward cleanly and evenly. Mowers must have their height of cut adjusted to prevent scalping.

4.4. Cuttings shall be carried out right up to the edges of paths etc. and as close as possible to memorials, walls, fences and other obstacles without causing damage.

4.5. Any cuttings, which fly onto paths or other hard surface areas shall be brushed off and distributed evenly over the grassed area as work progresses.

4.6. The Contractor shall cut all soft boundary edges and all hard boundary edges where the level of the hard surface is 50mm or more below grass level. This will include the flower beds and the roadways. The Contractor shall use long handles shears or other suitable mechanical means. All arisings from this operation shall be taken to the rear of the cemetery/allotment site and deposited, as directed by the Grounds Supervisor.

4.7 Edging shall be carried out no later than one working day following mowing.

4.8 The grass will be maintained between 30mm and 50mm and cut as required throughout the growing season. All arisings shall be boxed and removed to the rear of the cemetery/allotment site and deposited. In periods of strong growth, the Council can instruct additional cuts which may be necessary for which no additional payment will be made. In periods of drought, the contractor may request that the Council suspends cutting for which no refund will be claimed by the Council.

4.9 Tributes may have to be moved on or removed from graves in order for cutting/strimming to take place and these must be replaced immediately afterwards.

4.10 Machinery must not be used if an interment is taking place and the Contractor's staff must be respectful at all times to cemetery users. Interments will be notified by the Parish Council office.

## **SCHEDULE**

1.	Cut all grass areas in the cemetery including the extension. Please see specification above.
2.	Mow with hand mower/strim around all headstones. Please see specification above.
3.	Mow with hand mower in and around the cremated remains plots. Please see specification above. No strimmers or large mowers to be used in this area.
4.	Strim all hedge and fence lines to keep the areas neat and tidy.

5.	Level and seed/re-turf plots after funerals. The plots will be notified by the Parish Council office. Topsoil, grass seed/turfs and other necessary materials will be supplied by the Parish Council.
6.	Level graves and top up sunken graves. The plots will be notified by the Parish Council office. Topsoil, grass seed/turfs and other necessary materials will be supplied by the Parish Council.
7.	<p>Collect all dead wreaths and dead flowers from all graves and cremated remains plots. This should be done on a weekly basis. The matter collected can be disposed of on-site in a trade waste bin.</p> <p>This will be carried out with reference to the Parish Council's Cemetery Regulations, particularly 9 and 16, and any other appropriate regulation.</p>
8.	Check all litter bins and empty into the trade waste bin when necessary. Tidy the area around the bins. This should be done on a weekly basis. Collection of the trade waste is on Fridays
9.	Edge all the cremated remains plots. This should be undertaken with a lawn edging tool or other appropriate tool.
10.	Hoe and keep weed-free all flower and rose beds.
11.	Lightly trim and tidy all hedges – Beech, Yew and Native
12.	Cut all common paths on the adjacent Allotment Site. Also, strim vacant plots as notified by the Parish Council office.

## **ADDITIONAL INFORMATION**

### **1. PROVISION AND MANNER OF CARRYING OUT THE SERVICES**

1.1 The Contractor shall commence the Services on the Commencement Date, which is to be agreed.

1.2 The Contractor shall at all times provide the Services in accordance with the Specification and Schedule and the conditions referred to in the Contract.

1.3 The Contractor shall comply with all the relevant Acts of Parliament, statutory regulations and codes of practice relating to the Services including compliance with any obligations which may be imposed by the same upon the Council.

1.4 The Contractor shall provide the Services safely and in a manner that is not, or is not likely to be, injurious to health or detrimental to the environment or the fabric of any property.

1.5 The Contractor shall undertake the Services (without prejudice to any other provisions contained in the Contract) in an efficient, effective and safe manner in accordance with the Contract.

1.6 The Contractor shall provide the Services at all times in such a manner as shall promote and enhance the image and reputation of the Council.

1.7 The Contractor shall provide all the Equipment necessary for undertaking the Services.

1.8 All Equipment used in relation to undertaking the Services shall be at the Contractors own risk.

1.9 The Council shall have the power to inspect and examine performance of the Contractor in relation to the provision of the Services.

1.10 Timely undertaking of the Services shall be of the essence of the contract including commencing the Services within the time agreed or specified by or with the Council.

1.11 If the Council considers that any part of the Services have not been undertaken in accordance with or do not meet the requirements of the Contract and is other than as a result of the default or negligence of the Council the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirement of the Contractor with such reasonable time as may be specified by the Council.

### **2. STANDARD OF WORKS**

2.1 It shall be the duty of the Contractor well and properly to provide the Services to a standard that complies in all respects with the Specification and Schedule and with any Quality Standards when executing the Services together with reasonable care and skill and in accordance with good industry practice.

2.2 The introduction of new methods or systems which impinge on undertaking the Services shall be subject to the Council's prior written approval.

2.3 Complaints about the cemetery received by the Council will be investigated by the Parish Clerk who may take such action that he/she considers appropriate.

2.4 The Contractor's staff must refer all enquiries and/or complaints to the Clerk of the Council.

2.5 The Parish Clerk shall have the right at any time to interview any member of the Contractor's staff in connection with the carrying out of all or any of the Services.

2.6 The Parish Clerk shall also be entitled to request any information relating to the carrying out of the Services and such information shall be supplied by the Contractor forthwith upon request.

### **3. CONTRACTOR'S APPOINTED SERVICES SUPERVISOR**

3.1 The Contractor shall ensure that at all times a named services supervisor is appointed and empowered to act on behalf of the Contractor. This person must be suitably qualified and this must be evidenced.

3.2 Prior to the commencement date the Contractor shall inform the Parish Clerk in writing of the name and telephone number of the Services Supervisor.

3.3 The Services Supervisor or the duly authorised deputy shall be the authorised representative of the Contractor for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the Services Supervisor or the deputy shall be deemed to have given or made to the Contractor.

3.4 The Services Supervisor or the duly authorised deputy shall consult with the Parish Clerk and with such other of the Council's supervisory staff as may from time to time be specified by the Parish Clerk as often as may be necessary for the efficient provision of the Services in accordance with the Contract.

3.5 The Services Supervisor shall inform the Parish Clerk promptly and in writing of any instances of activity or omission on the part of the Council which prevent or hinder or may prevent or hinder the Contractor from meeting his contractual obligations.

### **4. SUPERVISION OF STAFF**

4.1 The Contractor shall provide a sufficient complement of supervisory staff in addition to the Services Supervisor; to ensure that the Contractor's staff engaged in and about the provision of the Services is at all times adequately supervised and properly perform their duties.

4.2 The Contractor's staff engaged in and about the provision of the Services shall primarily be under the control and direction of the Contractor's own supervisory staff but shall nevertheless while on the Council's premises comply with all reasonable instructions and requests given to them by the Council's employees.

## **5. STAFF**

5.1 The Contractor shall employ in and about the provision of the Services only such persons as are careful, skilled and honest and experienced in the work which they are to perform.

5.2 The Contractor shall employ sufficient staff to ensure that the Services are provided at all times in accordance with the Specification and Schedule. Accordingly, it shall be the duty of the Contractor to ensure in particular that a sufficient reserve of staff is available to provide Services during staff holidays or absence through sickness otherwise.

5.3 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant legislation or any statutory modification or re-enactment thereof.

5.4 The Contractor shall ensure that every person employed by the contractor in and about the provision of the Services is at all times properly and sufficiently trained and instructed.

5.5 The Contractor shall take all reasonable steps to secure the observance of condition 5.4 above by all servants, employees or agents of the contractor in undertaking the Services.

5.6 The Contractor will be monitored by the Council to ensure compliance with conditions 5.4 and 5.5.

5.7 The Contractor shall be entirely responsible for the employment and conditions of service of its own employees including without limitation the payment of wages.

5.8 The Contractor shall comply with and shall also procure that its staff shall comply with all relevant rules, codes, policies, procedures and standards of the Council which may be notified to the Contractor by the Council from time to time and with all relevant statutes, statutory orders and regulations.

## **6. HEALTH AND SAFETY**

6.1 The Contractor shall at all times comply with:

6.1.1 All relevant Health and Safety Acts, Health and Safety Regulations and Codes of Practice that are approved by the Health and Safety Commission.

6.1.2 All relevant and appropriate guidance and good working practices, as published or accepted by the Health and Safety Executive, professional/trade bodies or other similar organisations.

6.1.3 Their own Health and Safety Policy, health and safety system and procedures. Notwithstanding this, Contractors shall ensure that their employees and any sub-

contractors comply at all times with the Council's Health and Safety Policy in so far as it is relevant to the contract.

6.1.4 Any conditions stipulated by the Council in relation to Health and Safety.

6.2 The Contractor shall notify, in writing, to the Clerk of the Council of all incidents, which either could have lead or did lead to injury and/or damage. Where incidents are reportable under the Report of Injuries, Diseases and Danger Occurrences Regulations 1995, a complete copy of Form F2508/F2508A/F2508G must be supplied

6.3 The Parish Clerk shall be empowered to suspend the provision of the Services in the event of non-compliance by the Contractor with issues concerning health and safety matters. The Contractor shall not resume provision of the Services until the Parish Clerk is satisfied that the non-compliance has been rectified.