Parish Council Office

Community Association Village Hall

Maldon Road

Hatfield Peverel

Essex CM3 2HP

Tel: (01245) 382865

Email: [parishclerk@hatfieldpeverelpc.com](mailto:parishclerk@hatfieldpeverelpc.co.uk)

**Cemetery Maintenance Contract – 7th April 2025 – 31st March 2028**

**Instruction to Tenderers**

**Introduction**

1. **Background**
   1. The Parish of Hatfield Peverel is located in the Braintree District and it is the overall objective of the Parish Council to maintain the facilities under its control to the highest possible standard. It is to be recognised that the facilities are public spaces.
   2. Neither the Council, nor a committee or sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
   3. This Invitation to Tender sets out how your organisation can tender for the provision of a cemetery maintenance service to the Parish Council.
2. **Outline Requirement**
   1. This Service includes maintenance of the Hatfield Peverel Cemetery.
   2. The contract duration will be for a term of 3 years starting on the 7th April 2025.
   3. The Contractor shall provide a comprehensive cemetery maintenance service to the benefit of the Parish.
   4. The Parish Council will appoint an Authorised Officer (The Clerk) for the purpose of management of this Contract. The Council reserves the right to change the Authorised Officer at any time. For the avoidance of doubt, no individual member (Councillor) of the Parish Council is authorised to instruct the Contractor in relation to this contract.
   5. The Contractor shall be expected to have visited the cemetery and to have familiarised itself with the nature of the various areas to which this Contract applies. In doing so it shall be deemed to have made an assessment of any problems likely to be encountered in accessing all land, e.g. due to parked cars or other obstructions such as gates and bollards etc. No payments will be made in respect of additional cost incurred by the Contractor in coping with any obstruction or access problems.
   6. The Contractor shall continually seek to enhance the performance of the Services within what continues to be challenging financial circumstances through the concept of continuous improvement. This necessitates positive interaction and in particular joint working with the Parish Council and its other contractors.
   7. All work detailed in this Specification shall be deemed to be included in the fixed Contract Price for Programmed Work unless specific reference is made
3. **Project Schedule**
   1. The following is the proposed timetable for the procurement and implementation of the Service which shall be subject to alteration from time to time.

|  |  |
| --- | --- |
| Issue Invitation to Tender | 24th February 2025 |
| Contractor Visits | February/March 2025 |
| **Receive Response from Tenderers** | **31st March 2025 MIDDAY** |
| Contract Award | 7th April 2025 |
| Contract Start Date | 7th April 2025 |

1. **Instructions to Tenderers**
   1. If you intend to tender for the provision of the cemetery maintenance service to the Parish Council, please read the following instructions carefully and prepare your tender accordingly.
   2. The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
   3. You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
   4. Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions. If the Tenderer alters or seeks to alter the tender documents, other than as noted before, his tender may be rejected.
   5. As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive.
   6. Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
   7. All questions submitted to the Council in writing and answers, will be logged, summarised and promptly issued to all tenderers.
   8. All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.
2. **Tender Response**
   1. Please submit a hard copy of your Tender. We are unable to accept quotations by email.
   2. Your tender must include:

* The completed schedule of prices for the routine work and ad-hoc individual items
* Explanations / additional comments that you feel are pertinent to your submission
* Background history of your company, along with details of work undertaken for Local Councils
* Details of the organisational structure of your company, contact details and names
* A copy of your insurance policy – this must cover at least the start of the period of the tender
* A copy of your waste carrier registration document or other appropriate licenses
* Two business references for work that either currently being undertaken or has taken place within the past year
  1. PLEASE NOTE THAT IF THE ABOVE ITEMS ARE NOT INCLUDED IN YOUR SUBMISSION, THE PARISH COUNCIL RESERVE THE RIGHT TO REMOVE YOUR COMPANY FROM THE SELECTION PROCESS.
  2. All pricing should be stated exclusive of VAT.
  3. Tenderers shall be expected to visit the Parish Council locations where the Services will be performed to satisfy itself as to the facilities for access and all other site conditions likely to affect the accuracy and completeness of tender offers.

1. **Submission of Tenders**
   1. The tenders must be returned by no later than **midday on 31st March 2025.**

Via post to:

Mrs Sarah Gaeta

Parish Clerk

Hatfield Peverel Parish Council

Parish Council Office

Village Hall

Maldon Road

Hatfield Peverel

Essex CM3 2HP

Or via email to: [parishclerk@hatfieldpeverelpc.com](mailto:parishclerk@hatfieldpeverelpc.com)

* 1. Tender Decline - If you decide not to respond to this ITT, please let the Clerk know as soon as possible, giving a brief reason(s).

1. **Evaluation of Tenders**
   1. The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
   2. You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period.
   3. Compliance of tender documentation.
   4. Tender of submission prices.
   5. References.
2. **Canvassing**
   1. Any contractor who directly or indirectly canvasses any member or official of the Parish Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.
3. **Awarding of the contract**
   1. The successful Contractor will be contacted by phone/email and letter once the contract has been awarded.
   2. The Contractor will be expected to sign a contract that will include the General Requirements detailed below.

**GENERAL REQUIREMENTS**

1. **Contractor staff and resourcing**
   1. The Contractor shall ensure that properly qualified and experienced staff are recruited, trained and managed to fully meet the requirements of the Contract.
   2. The Parish Council reserves the right to be the first to publicise any work that is undertaken by the Contractor in the form of press releases, social media and PR announcements. The Contractor is required to obtain consent for any publicity relating to work undertaken for the parish council, that they wish to use, with the parish council before publishing**.**
2. **Contract management**
   1. Any changes to personnel by either party shall be notified to the other party as soon as is reasonably practicable.
   2. The Council would be happy to provide and may also invite two-way feedback on managers’ performance as part of any formal appraisal scheme.
3. **Restricted access sites**
   1. The Contractor shall make its own arrangements for access as may be required to the land. The Contractor must only access the land by the permitted routes and shall be responsible for ensuring that gates etc. are left properly secured each time after their use. The Contractor shall be responsible for any necessary remedial Services arising from such use no matter how caused.
4. **Contract Monitoring**
   1. The Contractor shall ensure that arrangements are in place to ensure that it can be contacted at all times.
   2. The Authorised Officer has the right to inspect all of the Services executed by the Contractor at any time.
   3. The Authorised Officer may require the Contractor to undertake joint inspections of areas of land which are part of this Contract where there has been a complaint. Thereafter the Contractor shall advise the Authorised Officer of the subsequent action taken if the complaint is deemed by the Authorised Officer to be justified.
   4. The Authorised Officer will inform the Contractor of any Services requiring rectification and will specify the time for completion following receipt of instruction. The Contractor shall rectify any of the Service failures within the prescribed time scales. The Authorised Officer will specify timeframes that are considered reasonable according to the circumstances.
   5. The Contractor must comply with the Health and Safety at Work Act 1974 and any other legislation pertaining to the health and safety of employees.
   6. From time to time health and safety audits may be carried out by the Authorised Officer.
5. **Termination of contract**
   1. In the event that service failures continue to happen and / or that they are not addressed to the satisfaction of the Parish Council, the Parish Council shall be entitled to make alternative arrangements to rectify the situation, the costs of which will be borne by the Contractor.
   2. The contract may be terminated by the Parish Council following repeated or persistent breach of performance of the works, gross misconduct or if the Contractor enters into administration.
6. **Vehicles, Plant and Equipment**
   1. The Contractor shall at all times provide, replace and maintain in good repair and condition all vehicles plant and equipment necessary for the performance of the Services associated with this Contract.
   2. So far as is reasonably practicable all vehicles shall be capable of working without causing spillage or nuisance. In the event of any type of leakage or spillage the Contractor shall take immediate action to effect proper containment and clear up. The Contractor shall notify the Authorised Officer as soon as practically possible of any spillage likely to give rise to damage to the environment including the highway surface or pollution of road gullies, ditches, rivers, Sustainable Drainage Systems (SUDS).

1. **Programme of Works (The Programme**)
   1. The Contractor shall deliver the Services according to an agreed Programme of Work. The Programme shall clearly indicate how the work as set in the schedule shall be undertaken in compliance with the provisions of this Contract as part of a regular annual cycle. The method of work shall also include for pre and post inspection records.
2. **Hatfield Peverel Cemetery Maintenance**
   1. The Contractor shall be required to mow and strim the whole area with appropriate equipment. It should be noted that half of the burial ground contains graves and special care is required in respect to the graves including their headstones, floral tributes and their containers. Any damage caused must be reported to the Authorised Officer.
   2. The Contractor shall also be required to: level graves and fill in graves where sunk; keep graves tidy; check and empty the cemetery waste bin on a weekly basis and dispose of; clear debris; water trees (when appropriate); fill rabbit holes (when appropriate); clear leaves (when appropriate); spray weed control chemicals on graves and around perimeter fence. This list is not exhaustive and may include ad-hoc maintenance as required and/or requested by the Authorised Officer.
   3. The Contractor shall also be required to dig cremation plots to meet legislative requirements. This will include digging at an appropriate time on the day of the interment and back filling the plot following the interment (time to be agreed with the Authorised Officer).
   4. The Authorised Officer will carry out memorial inspections annually and will request the Contractor to carry out stabilisation of any memorials identified as requiring attention (by using the most appropriate method). The Contractor shall be required to monitor memorials in between these inspections and report any loose or unstable memorials to the Authorised Officer.
3. **Waste disposal (including organic waste)**
   1. The Contractor shall be registered to the satisfaction of the Council, prior to Commencement of the Contract, as a waste carrier and shall meet all costs in connection with this registration.
   2. Unless otherwise agreed by the Authorised Officer, the disposal of waste generated in the execution of this Contract by burning other than in an approved processing facility is prohibited.
4. **Reporting loss, damage or theft**
   1. The loss or damage (whether malicious or accidental) of any item or property belonging to the Council shall be reported to the Authorised Officer as soon as is practically possible. The Contractor shall also advise any damage caused in the delivery of this service to any privately owned property. Reports must include details of the circumstances in which the theft or damage occurred and proposals as to how the loss/damage is to be rectified. Any loss e.g. theft or major accident likely to give rise to external interest or damage the Council’s reputation must be reported as soon as possible to the Authorised Officer.
   2. Claims for loss, theft or damage shall be dealt with by the Contractor as soon as is practically possible. The Contractor shall respond in writing to all such claims within 5 working days, notifying the claimant of the Contractor’s claims procedure and giving a point of further contact. All correspondence shall be available to the Authorised Officer.
5. **Materials and Consumables** 
   1. Where not specifically required or otherwise negotiated as an additional cost within the terms of this Contract, the Contractor shall supply within the Fixed Price Sum all necessary materials and equipment associated with the provision of this Contract.
   2. The Contractor shall use materials and equipment that have a British or European Standard wherever possible. Where no such specific Standard applies then all materials shall be of the highest industry equivalent commensurate with the purpose for which they are to be supplied.
6. **Changes in methods of service delivery**
   1. The Contractor shall consult and discuss with the Authorised Officer in advance any proposals for significant changes to the method of Service delivery.
7. **Definitions**

For the purposes of the Contract, the following meanings shall be ascribed:

**Clean, Cleanse or Cleansing** shall include removal of litter

**Litter** means any waste that is discarded improperly.

**Good Practice**: where the extent of workmanship to be applied in the execution of the Services is not fully specified, it is to be carried out in accordance with best industry practice.

**Working Day/Working Week**: The Contract does not limit the days or hours of working. There is an overriding requirement that hours worked must take due regard to the potential impact upon residents, road users and local businesses.

**Waste/Controlled Waste** is defined in legislation.