

**MARKET DRAYTON TOWN COUNCIL**

## INVITATION TO TENDER FOR

**TENDER OPPORTUNITY FOR GRASS CUTTING 2025-28**

**INSTRUCTIONS AND DETAILS OF CONTRACT**

 **Market Drayton Town Council**

 **SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

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| **ITEM** |  **CONTRACT DETAILS** |
| Contract Description: | Market Drayton Town Council (MDTC) is seeking tenders from competent contractors for:The grass cutting and strimming in the town as set out in the attached documents.The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in the tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor’s obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonable influence or affect the Contractor’s tender. |
| Insurance Requirements: | * Evidence of public liability insurance (up to £2,000,000)
* Evidence of employers insurance if relevant (up to £1,000,000)
 |
| Contract Period | * 1st March 2026 – 30 November 2028. (3 grass cutting seasons)
 |
| References: | * Details of similar projects/services undertaken including reference contact details.
 |
| Procuring Officer: |  Miss S ThomasTown ClerkMarket Drayton Town Council18, Frogmore RoadMarket DraytonShropshire. TF9 3AX Email: Townclerk@marketdrayton.gov.uk Tel: 01630 653364 |
| Submission instructions: | Tender documents to be submitted in an envelope marked “Tender-Strictly Confidential – Grass Cutting Contract - to be opened by addressee only”. The envelope must bear no name or other distinguishing matter or mark revealing the identity of the sender.  |
| Tenders to be sent to: |  Town Clerk, Market Drayton Town Council, 18, Frogmore Road, Market Drayton, Shropshire. TF9 3AX. |
| Date and time for the tender return |  No later than 12 noon on 14 November 2025.  |

## Timetable

This timetable is indicative only. The Council reserves the right to change it at its discretion.

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| **Stage** | **Date(s)/time** |
| Issue of Invitation to Tender | Week commencing 13 October 2025 |
| Submission of Tenders | By noon on Friday 14 November 2025 |
| Tender evaluation | Week commencing 17 November 2025 |
| Notification of tender evaluation | Week commencing 1 December 2025  |
| Contract Period | 1st March 2026 – 30 November 2028. (3 grass cutting seasons) |

**Check List for Tenderers**

Tenderers are asked to include the following information

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| **Item** | **Included** |
| A detailed cost breakdown to be provided. |  |
| Evidence of public liability insurance (up to £2,000,000) |  |
| Evidence of employers insurance if relevant (up to £1,000,000) |  |
| Details of similar projects/services undertaken |  |
| Contact Details for References |  |
| Proposed method of fulfilling the contract and meeting the specification |  |
| Health and Safety Policy |  |
| Risk Assessments |  |

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not considered.

## INVITATION TO TENDER

* 1. Market Drayton Town Council (the Council) hereby invites tenders for the carrying out of the service of Grass Cutting in accordance with the documents attached:
* Invitation to tender
* Standard contract conditions
* Specification of works
* Schedule of works
* Freedom of Information
* Tender form
* Evaluation
* Location Maps

* 1. Prices submitted must indicate the rate for carrying out each element of the Contract.
	2. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if their tender is accepted.
	3. If you have any questions or require any clarifications, please contact Miss Sue Thomas, Town Clerk, Market Drayton Town Council Tel: 01630 653364 email: townclerk@marketdrayton.gov.uk
	4. Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion, be circulated to all Tenderers.
	5. The tender shall be submitted ONLY on the attached Form of Tender.
	6. Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender.
	7. Other than the person or persons identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
	8. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
	9. The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.
	10. You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations
	11. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
	12. The successful tender together with the Council’s written acceptance, shall form a binding agreement in the terms of the Contract Documents.
	13. If having examined the tender documents you wish to submit a tender, you should:-

(a) Fully complete and return the Tender Form along with copies of your risks assessments and your insurance certificates.

(b) RETURN TENDERS and all relevant documentation by no later than 12 noon on the 14 November 2025 to the Clerk at the address stated on the front page of this document.

Tenders received after this date will not be considered.

1. **STANDARD CONTRACT CONDITIONS**

2.1 Extent of Work

The work will comprise of the cutting and strimming of grass on all areas set out below on the attached location maps. Please note the maps are not to scale.

The height of the grass should be cut every visit to that appropriate for the use of each space. This is to include the strimming around play equipment, benches, fences, bushes, trees, hedges and all other fixtures and fittings within each area.

All grass is to be removed from highways and footpaths by sweeping or by the use of a blower.

Although a specific number of cuts has been specified for the tender/contract, these may vary according to seasonal grass growth and by agreement with the Clerk and Council.

2.2 Site Details

1. Abbots Gate Recreation Ground, Off Chancel Drive, TF9 3QT

To include the cutting the highway verge between the playground and the adjacent highway.

1. Buntingsdale Recreation Ground, TF9 1LT

The include cutting the highway verge between the playground and the adjacent highway and the grass verge around the allotments on the opposite side of the road.

1. Cherry Way Recreation Ground, TF9 1QW

To include the cutting the grass between the play area and the highway

1. Dalelands Recreation Ground, TF9 1DQ

The include cutting the highway verge between the playground and the adjacent highway.

1. Forest Road Open Space, TF9 3HX

To cut the whole area.

1. Grotto Road Recreation Ground, TF9 3DY

To include the cutting the highway verge between the playground and the adjacent highway.

1. Longlands Recreation Ground, TF9 1QU

The grass is to be left long where it abuts the fences of the private houses. This is to provide some protection to the fencing. To include the grass area at the back of the carparking spaces on Linden Way.

1. Meadow Close Recreation Ground, TF9 3UG

To cut up to the boundary hedge.

1. Skate Park, TF9 1JT

To cut the area by the skatepark as indicated on the location map.

1. Westlands Recreation Ground, TF9 3HR

To cut the whole area.

1. Town Park, TF9 3AY

To include the grass by the park entrance and along the pathway between the park and the school.

1. Area by the roundabout, A53 Shrewsbury Road entrance to town.

To cut the specified area, including under the trees.

1. Area by the roundabout, A53 Newcastle Road entrance to the town.

To cut the specified area, including under the trees.

2.3 Workmanship and Equipment

The workmanship must be of the highest standard and shall conform to all relevant standards, specifications and codes of practice.

All equipment must be well maintained and serviced regularly.

The Council will conduct regular inspections of the work throughout the duration of the Contract to ensure it is completed in accordance with the Specification of Works.

2.4 Additional Erection/Installation

The Council may at any time add or remove outside fixtures and fittings (street furniture/Play equipment/planting), during the period of the Contract and no application from the Contractor to adjust the Contract price as a consequence will be considered.

2.5 Duration of Contract

The duration of the Contract will be for three grass cutting season commencing on 1st March 2026 to 30 November 2028 inclusive, with regular performance reviews.

If the Contractor is deemed to have completed the Contract satisfactorily upon cessation, Council may agree to roll the contract on for a further year. However, this will be solely at the discretion of Council. Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the full term of the Contract.

 2.6 Payment to Contractor

The Contractor will submit monthly invoices, in arrears, throughout the cutting season for all work carried out.

2.7 Termination of Contract

Either party may, without reason, terminate the contract. This can only be done in writing, giving no less than three months’ notice.

2.8 Insurance

The Contractor is required to have a minimum of £2,000,000 public liability insurance for Contracts. A current Certificate of Insurance to this effect must be produced to the Clerk prior to the commencement of the Contract and annually thereafter, should the Contract be rolled over to a subsequent year.

The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property, persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury, or damage to a third party.

2.9 Health and Safety

The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this Contract. A copy of your Health and Safety policy to be submitted with your tender.

**Notes to Tenderers**

1. The Form of Tender and Standard Contract Conditions must be read in conjunction with the Specification of Works, Plans and Schedule of Works. Please read all documentation carefully.
2. The prices to be included in the Form of Tender are to be the full inclusive value of the work described, but excluding VAT. Please make it clear if you are VAT registered on the form.
3. A price shall be inserted against each item on the Form of Tender for each element of the Contract tendered for.
4. Alteration to the text of the Form of Tender is prohibited and will result in the tender not being considered.
5. Invoices for payment must include a schedule of works completed including the dates worked.
6. The tender price should remain valid for 90 days.
7. The tenderer must no be qualified in any way.
8. Any signatures must be made by a person who is authorized to commit the Tenderer to the Contract.

**3.0 SPECIFICATION OF WORKS**

3.1 Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris.

3.2 The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards.

3.3 The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Council.

3.4 The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide his staff with all safety equipment, (boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for the Council.

3.5 During the period of the Contract no growth regulators of any form will be applied to any area of turf without the Council sanctioning such an operation in writing, in advance.

3.6 All grass will be cut cleanly and evenly and without damaging the existing surface.

3.7 The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc., by sweeping or using a blower.

3.8 Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.

3.9 Since it is not possible to predict accurately the precise number of cuts which may be required on any site in any one year, the Schedule of Works includes a given number of cuts, but the Contractor will be paid for more or less than this number, dependent upon the prevailing weather conditions through the growing season.

3.10 Mowing will take place on the full area of grass at the site, up to the paving, fencing obstacles and any other boundaries unless specified differently.

3.11 Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor’s own expense.

3.12 In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting “divots” from the machine rollers or cutters.

3.13 Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at his own expense reinstate such damage forthwith to the satisfaction of the Council.

3.14 Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting and replaced before the Contractor leaves the site.

3.15 Mowing around obstructions including seats, trees, fence lines, posts and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate. The cutting of such areas will be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the Contractor's rate for each location. If used, strimmers must not damage any trees, shrubs etc. or permanent or removable fittings.

3.16 All persons operating grass cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

**4.0 SCHEDULE OF WORKS**

4.1 Cuts of the areas covered by the Site Plans 1 – 10 are to take place once every three weeks during the grass cutting season.

 Cut of the area covered by the site plan 11 are to take place once every two weeks during the grass cutting season.

 Cuts of the area covered by the Site Plans 12 & 13 are to take place once every 6 weeks.

4.2 The first cut (including all strimming) will be in April, date to be agreed with the Town Clerk, with subsequent cuts being made as scheduled above, with the final cut being in early to mid-October, according to seasonal growth.

4.3 Every cut will include strimming around all outside fixtures and fittings (street furniture, play equipment) and any other obstructions including trees, hedges, bushes (wherever needed) and along the perimeter to obtain a neat and tidy finish.

4.4 All highways, footpaths, seating and play equipment are to be cleaned of grass cuttings either by being swept or blown away.

* 1. Grass cuttings are to be dispersed across all sites evenly and not left in mounds.
	2. Any additional cuts will be requested by the Town Clerk.

## FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

* 1. The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).
	2. As part of the Council’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
	3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "**Not for disclosure to third parties”** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if itis covered by an exemption from disclosure under the Act or the EIR.

* 1. The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
* Has not been clearly marked as "Not for disclosure to third parties" with

 supporting reasons (referring to the relevant category of exemption under the

 Act or EIR where possible); or

* Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

**6. IMPORTANT NOTICE**

This Invitation to Tender (ITT) is issued companies interested in tendering to cut the grass on the areas listed in (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations.

**7.0 TENDER EVALUATION**

7.1 Each Tender will be checked initially for compliance with all requirements of the invitation to tender.

7.2 Tenders will be evaluated against the award criteria set out below.

7.3 During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.

7.4 The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.

7.5 Tenders will be evaluated in accordance with Market Drayton Town Councils Financial Regulations, using the following criteria and weighting:

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| Criteria | Possible Score |
| **Price**The full and final cost over the full tern of the Contract. | Max 40 points out of 100 |
| **Quality**The supplier’s ability to perform the contract to the highest standards.Evidence of the suppliers relevant knowledge and experience and of managing a similar project | Max 20 points out of 100Max 20 points out of 100 |
| **Compliance**The supplier’s compliance with all Health and Safety and employment laws and regulations | Max 10 points out of 100 |
| **Environmental**The suppliers approach carbon reduction. | Max 10 points out of 100 |
| Total Score |  |