

THORNTON LE DALE PARISH COUNCIL

TENDER FOR:

GRASS CUTTING CONTRACT

2 YEAR CONTRACT

TENDER ISSUING DATE: SATURDAY 01 AUGUST 2026

TENDER CLOSING DATE: 22 AUGUST 2026

THORNTON LE DALE PARISH COUNCIL

GRASS CUTTING CONTRACT

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THORNTON LE DALE PARISH COUNCIL

GRASS CUTTING CONTRACT

INVITATION TO TENDER

1.0 The Commissioner of the Service

- 1.1 The commissioner of the service contract is Thornton Le Dale Parish Council. The Parish Council is seeking a contractor for the cutting of the main village grass verges, as detailed in the attached grass cutting map. Contractors are invited to consider and apply for contract, as detailed below.
- 1.2 The contract will be monitored by Thornton Le Dale Parish Council. The Council is based at The Hill Memorial Institute, Maltongate, Thornton Le Dale YO18 7SE.

2.0 Contract to provide a Grass Cutting service.

- 2.1 Contractors are invited to provide Tenders for the long-term provision of a grass cutting service for the parish of Thornton Le Dale, where verges are predominantly in the main village. See accompanying site map.

3.0 Location for the delivery of the service

- 3.1 The services covered within this contract are to be conducted within the Parish of Thornton Le Dale, North Yorkshire. Details of the exact locations of each area are provided in the accompanying site map.
- 3.2 Tenderers are strongly advised to visit the various sites prior to tendering to determine both access constraints and the scope of the Works. Please liaise with the Parish Clerk regarding a site visit. Contact details of the Clerk will be detailed at the end of the document.

4.0 Contract period.

- 4.1 The contract covers a period of 2 years with an option for the council to extend up to a further 1 year.
- 4.2 A contract extension will be determined by the council in liaison with the successful contractor at the appropriate time. The determination will be primarily based on the contractor's ability to perform in accordance with the requirements of the contract.

5.0 Tender Documents

- 5.1 Tender documents are made available by contacting the Clerk by email at parish.clerk@thorntonledale-pc.gov.uk. The Tender Invitation will be made available on the Village Noticeboard, the Parish Council website, and various social media outlets.

5.2 The Tender documents consist of the following:

- Invitation to Tender
- Standard Conditions of Contract
- Specification of works
- Schedule of works
- Site plans
- Form of Tender
- Questionnaire

6.0 Tender Queries

6.1 Tenderers wishing to raise queries in relation to the contract must do so in writing directly to the council using the email address of the Clerk and no later than 3 days before closing date.

6.2 Tenderers are to note that replies to all tender queries raised with the council will be circulated to all tenderers. This is to ensure that all known tenderers are provided with identical information.

Please note: Tenderers are prohibited from contacting Councillors or Staff to encourage or support their tender outside of the prescribed process and should be aware that the Bribery Act 2010 applies to this tender.

7.0 Tender submissions

7.1 Tenders should be submitted using the form provided in the 'FORM OF TENDER'.

7.2 Tenders (including all relevant documents) must be:

a hard copy, hand delivered or posted in a sealed envelope headed "Thornton Le Dale Parish Council Tender Submission" (there must be no information to identify the tenderer on the envelope) to: Parish Clerk, Thornton Le Dale Parish Council, Hill Memorial Institute, Thornton Le Dale, YO18 7SE, or by email parish.clerk@thorntonledale-pc.gov.uk, or hand delivered to [Wardills newsagents, \(opposite the village green\), Thornton le Dale](#)

7.3 Tenderers MUST enter their tender information in the 'FORM OF TENDER' contained within the suite of documents provided – submissions that fail to meet this requirement or omit/change any of the required information may not be considered for evaluation. Similarly, tenders must not be accompanied by statements making the tender qualified in any way. Submissions after the deadline will not be considered for evaluation.

7.4 Tenderers MUST complete and sign the Form of Tender; where a tenderer is an individual the tender must be signed by that individual, where the tenderer is a partnership, the tender must be signed by two authorised partners, and where a tenderer is a company, two directors or a director and the secretary should sign. Where the tenderer is a local authority the responsible officer/s should sign. All signatories must be authorised to sign on the tenderer's behalf.

Tenders must be received on or before: Saturday 22 August 2026.

8.0 Tender evaluation process.

8.1 Representatives from Thornton Le Dale Parish Council will be appointed to evaluate tender submissions. As stated in the council's Financial Regulations, council members and officers are responsible for obtaining value for money at all times. Evaluations will be based on the Tender evaluation criteria detailed in clause 9.0.

9.0 Tender evaluation criteria

9.1 Tenders will be evaluated against the following criteria and therefore Tender submissions must include evidence to support these (Please ensure that the evidence provided is adequate, wholly relevant, and succinct):

- a. 50% Cost and 50% Quality.
- b. The quality element is further broken down into the following considerations:
 - i. Environment Distance of operating base to Thornton Le Dale; Use of environmentally friendly machinery and equipment
 - ii. Health and Safety
Quality of key Policy documents; Suitability of Risk Assessments and Method statements;
Adequacy of staff incident/accident reporting process; Adequacy of operational monitoring
 - iii. Resource and maintenance support
Maintenance arrangements for machinery and equipment; Ability to supply replacement machinery in case of breakdowns; Arrangements to ensure adequate staffing levels to ensure business continuity.

9.2 The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract documents. This represents the complete agreement between the Council and the Contractor and supersedes all other undertakings, statements and agreements relating to this service.

9.3 Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender. The Council's decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected. All variations to this agreement shall be recorded in writing and attached to this agreement.

9.4 It is a requirement that the tenderer explains how the contractor will deal with employee absence through sickness, holidays, or other reasons to ensure that the contract specifications are met regularly and to the required Parish Council standard.

9.5 Prospective Contractors will be expected to consider the Parish Council's Biodiversity aims. The policy can be found on the council's website (under Council Documents), contractors should familiarise themselves with the longer-term objectives of the policy and offer suggestions in their response as to how this can be achieved alongside the specifics of the grass cutting tender document.

10.0 **Timetable**

10.1 See below key dates for the tender process leading to contract award:

TENDER TIMETABLE

ACTION	TIMETABLE
Tender publication	01 August 2026
Closing date for Tender queries	18 August 2026
Closing date for submission of tenders	22 August 2026
Tender evaluation	26 & 27 August 2026
Contract award (Council decision 01 September 2026)	02 September 2026
Contract start date	22 March 2027

Appendix A

THORNTON LE DALE PARISH COUNCIL

GRASS CUTTING CONTRACT

STANDARD CONDITIONS OF CONTRACT

Contract Documents

The Contract Documents will comprise:

- Appendix A Standard Conditions of Contract
- Appendix B Specification of Works
- Appendix C Schedule of Works & Site Plans
- Appendix D Form of Tender
- Appendix E Questionnaire

1.0 Contract Period

- 1.1 Subject to 1.1 and 1.2 below, the contract shall commence on 22 March 2027 and terminate on 18 March 2029 (“the contract term”).
- 1.2 The contract is for a period of 2 years with an option to extend up to 1 further year. The Council’s decision whether to extend the contract will be dependent on the Council’s satisfaction with the quality of the contractor’s work up to this date.
- 1.3 Either the Council or the Contractor may give one month’s written notice to terminate the contract after six months. No reason needs to be given for such notice.

2.0 Extent of Work

- 2.1 Generally, the work will comprise of the cutting of grass and selective weed control where specified on land within the parish of Thornton Le Dale, grass to be cut using cylinder or rotary cutters, trimmer (or similar appliance) where applicable. To include strimming around, outside furniture including the planters on Chestnut Avenue and Maltongate, trees, bushes, fences, hedges and all other authorised site fixtures and fittings. Specific areas include under the hedges at the front entrance to the cemetery, and adjacent to the grass verges on Whitbygate and Maltongate. To include grass removal from the area outside of the Almshouses (Chestnut Avenue) including the footpaths, by sweeping or blower. Works may include periodic improvements and maintenance to trees and hedges across various sites; however this will be by separate instruction and agreement.
- 2.2 For the grass cutting of specified village verges, the Contractor is required to make 2 cuts per month during each year between mid-March & mid-October during each year of the contract period. The contractor is expected to cut all daffodil stems by no later than the end of the month of May.

3.0 Responsible Officer

- 3.1 The Clerk, or designated officer, will be the Officer of the council with whom the contractor is to liaise with during the period of the contract.

4.0 Working standards

- 4.1 The contractor will comply with the contract specification in full.
- 4.2 The council shall monitor the contracted works and direct the contractor to correct any issues that do not meet with the standards expected within the contract. It is encouraged that the contractor reviews their work with the Council after the first designated cut to ensure all tender requirements have been met and understood.
- 4.3 The contractor and the council will meet every 6 months for a performance review or more regularly if the council raises persistent concerns around performance.
- 4.4 Should the council notify the contractor of any non-compliances; the contractor will be required to immediately rectify the non-compliance. Persistent failures of the contractor to meet with the specification requirements may result in termination of the contract.
- 4.5 The Contractor must employ sufficient numbers of appropriately trained and experienced personnel and must ensure that the service is always provided to the contract standard including periods of absence through staff holidays, illness, machinery breakdown or otherwise. Should the Contractor undertake the work, they must make provision for the work to be done by an appropriately trained and experienced replacement during periods of absence through holidays, illness or otherwise. The contractor is expected to complete the cut of all grass verges on the same day, avoiding any designated bin collection days. The council would prefer the contractor to keep to the same nominated day of the week, and this day should be advised and agreed with the Clerk, prior to the commencement of the contract.
- 4.6 If the Council has grounds for concern about the actions, behaviour or record of any person involved in the provision of the service, the Council shall make representations to the Contractor who will use its best endeavours to comply with any recommendation made by the Council regarding the provision of the service by that person.

5.0 Addition/removal of furniture

- 5.1 The Council may at any time install outside fixtures such as bins and benches etc to one or more of the locations identified in this contract during the contract period. The Contractor is to take this into consideration when tendering for the contract - no application from the Contractor to adjust the contract price will be considered following any such changes.

6.0 Payment to Contractor

- 6.1 The Council agrees to pay the Contractor for the service at the rates and prices (“the contract charges”) referred to in the tender.

- 6.2 The Contractor for the Grass Cutting shall submit invoices to the Council after each cut/or every month detailing the total amount of contract charges due for each cut, and such other details as the Council may require. This may include additional jobs assigned and agreed and must be detailed as separate lines on the contractor's invoice.
- 6.3 The Parish Council shall consider and verify all invoices in a timely manner and intend to pay all valid and undisputed invoices **within 7 working days of the invoice date/date invoice received**. Invoices can be submitted electronically by email to the Thornton Le Dale parish clerk's email address or by paper.

7.0 Health and Safety

- 7.1 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. The Council may require the Contractor to provide a copy of its Health & Safety policy at any time during the contract term.
- 7.2 The contractor shall monitor works undertaken on site to ensure safety compliance.
- 7.3 The contractor's staff will be fully trained in the activities they are engaged in and will hold up to date certification. The contractor is to provide details of certification to the council on request.
- 7.4 The contractor shall ensure that all staff are provided with suitable, well maintained Personal Protective Equipment (PPE) required for the work being undertaken.
- 7.5 All necessary PPE is to be worn in line with manufacturer's instructions and as required by the contractor's own risk assessments, at all times, whilst undertaking contracted work.

8.0 Termination of Contract

- 8.1 Either party may, without reason, terminate the Contract, in writing, giving one months' notice.

8.2 Dispute Resolution

If a dispute or difference has arisen between the Council and contractor relating to this agreement both parties shall use all reasonable endeavours to resolve the dispute and to this end shall meet as soon as possible with a view to resolving and discussing the matter. The clause will not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

8.3 Breach of Contract

The Council shall terminate the contract immediately and recover all losses resulting from such termination in the event of, but not restricted to the following events.

- a) Has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Parish Council.
- b) Committed an offence under the Prevention of Corruption Acts 1889 to 1916
- c) Becomes bankrupt or has a receiving order made against them, or presents its petition in bankruptcy, or is subject to a winding up order or has a receiver appointed.
- d) Is in persistent breach and/or material breach of contract (by failure to achieve the contract standards or otherwise).

9.0 Insurance

- 9.1 The Contractor is required to have a minimum of £5,000,000 Public Liability Insurance (PLI) to cover the potential liability in 9.3. A current Certificate of Insurance to this effect must be produced to the Parish Clerk prior to commencement of the Contract, and at every PLI renewal date
- 9.2 The Contractor shall not cancel or alter such insurance without giving to the Council one month's prior notice in writing to the Clerk or Responsible Officer of the Council.
- 9.3 The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any persons, property, 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, except where attributable to the Council's own negligence or that of its servants or agents.

10.0 Equipment and Machinery

- 10.1 The contractor will be required to provide all the necessary equipment and machinery to undertake the contracted work to the required standard.
- 10.2 All equipment and machinery are to be maintained and used in line with manufacturers' instructions. The contractor is required to ensure suitable back-up arrangements are in place to ensure service continuity, in case of breakdowns.
- 10.3 On site refuelling, cleaning, and minor servicing e.g. blade changing of rotary motors, must not take place on a grassed area. Spilled fuels, oils etc. shall be cleaned up immediately with suitable solvents.
- 10.4 All mowers shall be removed when the Contractor's staff leave the area, and no equipment is to be stored or left unattended.
- 10.5 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 their own expense and to the satisfaction of the Council.
- 10.6 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 their staff with all safety equipment, (boots, reflective vests, ear defenders etc.), and will ensure that staff use these at all times they are engaged in work for the Parish Council.
- 10.7 Should the Contractor cause damage to the surface or levels of the ground during grass cutting operations, the Contractor shall reinstate such damage to the satisfaction of and within the time period stipulated by the Clerk. In failing to do so, the Clerk may instruct other persons to carry out such work with the cost of so doing being deducted from monies due to or becoming due to the Contractor or recovered as a debt.

11.0 Sub Letting

- 11.1 The contractor shall not assign or sub-let the works or any part thereof without the written consent of the Parish Council.

12.0 Reporting

- 12.1 The contractor will be required to:
- 12.1.1 Report any incidents/accidents to contractor's staff or members of the public to the council within 24 hours of such an occurrence
 - 12.1.2 Report 'Near Misses' within the same working week of the near miss taking place.
 - 12.1.3 Notify the council of any failure to maintain its schedule of work, on the day the work was intended.
 - 12.1.4 All incidents/accidents are to be investigated and the outcomes reported to the council.

13.0 General

- 13.1 The Council may require the service to be varied at any time upon such terms as may be agreed with the contractor, and where appropriate, the variation shall include a provision for adjustment of the contract charges. Such variations may apply to additional or reduced work or different categories of work.
- 13.2 All variations shall be recorded in writing and attached to this agreement.
- 13.3 a person who is not party to this agreement shall not be liable for any default in the provision of Service caused by any relevant factor beyond the Contractor's control (e.g. Act of God, strikes, act of government, Force Majeure, etc)
- 13.4 Any notice to be served on the contractor or the Parish Council must be done in writing to their respective addresses referred to in this Agreement.
- 13.5 This Agreement represents the complete agreement between the Council and the contractor, and supersedes all other undertakings, statements and agreements relating to the service.

No costs incurred in the preparation of tender submission documents will be met by the Parish Council.

Appendix B

THORNTON LE DALE PARISH COUNCIL

GRASS CUTTING CONTRACT

SPECIFICATION OF WORKS

1.0 GRASS CUTTING AND STRIMMING

- 1.1 The areas of grass shall be cut by cylinder or rotary cutters, trimmer (or similar appliance) where applicable.
- 1.2 Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles, and other debris. 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.
- 1.3 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.
- 1.4 All grass will be cut cleanly and evenly, without damaging the existing surface. Swathes and cuts must overlap to ensure that no grass is left uncut. Care must be taken to ensure cut grass does not enter or cover gulleys.
- 1.5 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, base of trees, posts, lighting columns, public seats, memorial stones, paths and public footpaths, etc., by sweeping or using a blower. Care to be taken not to damage any of these items. Grass cuttings will be collected from in front of the Alms Houses, known as Chestnut Avenue, and disposed of after each cut at a site stipulated by the Council.
- 1.6 Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
- 1.7 Mowing will take place on the full area of grass at the site as detailed in the Schedule of works, up to the paving, fencing obstacles and any other boundaries.
- 1.8 Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense.
- 1.9 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.
- 1.10 Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at their own expense reinstate such damage forthwith to the satisfaction of the Council.

- 1.11 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.
- 1.12 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. Care must be taken when strimming around wooden structures – any damage caused by strimming will be replaced at the contractor's expense.
- 1.13 The presence of strands of injurious plants and weeds shall be reported to the authorised officer (e.g. Spear Thistle, Ragwort, Giant Hogweed, Japanese Knotweed, Himalayan Balsam)
- 1.14 In areas that contain bulbs or corms, the Contractor will ensure that the emergent bulbs are not cut. These areas will not be cut again until four weeks after flowering, and/or by the end of the month of May
- 1.15 It is highly recommended that tenderers visit each site to be maintained to ensure they are quoting for the use of the correct machinery. The council will not entertain claims for additional costs. A map of all specified areas for cut and maintenance, is available for perusal by contacting the Parish Council.
- 1.16 Workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.
- 1.17 All grass cutting machines may be fitted with at least one flashing amber beacon during operation (where relevant). If one beacon is likely to be obscured during movement, then a second beacon must be fitted.
- 1.18 Operatives must
- a) Take particular care when members of the public are in the vicinity of the grass cutting machinery, stop the machinery and engine if a member of the public approaches them.
 - b) Never leave the machinery whilst the engine is still running nor attempt any adjustments, blockage, or clearance without closing down the machinery.
 - c) Return to an area that has not been cut as so as possible to cut it.

OTHER SERVICES

The Parish Council, at their discretion, may request additional services to be provided by the contractor, where possible. This may include, but not limited to the following:

- Memorial bench maintenance
- Small tree jobs/maintenance
- Affixing of Memorial benches to the ground
- Chipping service of tree debris

The council encourages the contractor to detail any of the above in their pricing schedule, to include either a fixed price for a job, or a price per hour where appropriate* (Appendix D)

Appendix C

THORNTON LE DALE PARISH COUNCIL

GRASS CUTTING CONTRACT

SCHEDULE OF WORKS AND SITE MAP

Standards

All grass shall be cut cleanly by means of mowing to provide a good quality sward; to a minimum of 2 cuts per month per contract year from the start of the contract period until the 31st October each year; frequency of cuts may fluctuate during the season depending upon weather and growing conditions. Edging shall be cut by means of strimmer taking care when strimming around play equipment, fencing posts, benches, bins and other street furniture. The Maltongate/Village Green area must be maintained to a high standard 1 week before and 1 week after Remembrance Day and any other significant dates during the calendar year.

NB Site Map **attached to the Tender documentation as a separate document.**

NOTE: The council may wish to make amendments to some cutting schedules or areas in response to its changing Biodiversity needs. These amendments will be in consultation with the successful contractor prior to any decision being made. In areas where there is an increased risk, road safety/visibility takes precedence over Biodiversity, and the contractor must be flexible to address any concerns the council may have in this regard. The council observes the up-to-date guidance from the Local Authority, North Yorkshire Council regarding the management of grass verges, and a copy of this is attached for your reference.

NB: The table below can be used by the Contractor to make notes during the accompanied site visit

Site address	Item/Areas of work	Standard and Description of work	Additional notes
GRASS CUTTING			

Appendix D

THORNTON LE DALE PARISH COUNCIL

GRASS CUTTING CONTRACT

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works, and location plans.

I/We understand that Thornton Le Dale Parish Council is not bound to accept the lowest or any Tender and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm, or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

I/We confirm that the price quoted is valid for 90 days from the submission date.

I/we understand that we are prohibited from contacting Councillors or Staff to encourage or support their quotation outside of the prescribed process and note that the Bribery Act 2010 applies to this Tender.

I/We confirm that the list of information/documents listed in Table A below have been provided as part of the Tender submission.

Table A

Certificate of Public Liability Insurance with cover for at least £5million.	(tick)
Company Health and safety policy	(tick)
Risk assessments and method statements for all 'Core work's	(tick)
Staff incident/accident reporting procedures	(tick)
Operational monitoring and recording arrangements	(tick)
Location and address of the company's operational base – not Head Office	(tick)
Machinery and equipment to be used – detail those that are environmentally friendly	(tick)
Maintenance arrangements for machinery and equipment	(tick)
Fall back arrangements for securing machinery and equipment in case of breakdowns	(tick)
Policies that support staff retention	(tick)
Two references/details from existing client contracts	(tick)

Site address	Item of work	Standard and Description of work (per cut/*per hour)	Year 1 2027-28	Year 2 2028-29
GRASS CUTTING				
OTHER * SERVICES				
	TOTAL £			

Signed: Name:

Position: Date:

Quotation on behalf of (Company name):

.....

Address:

.....

.....

Contact telephone: Contact email

APPENDIX E

THORNTON LE DALE PARISH COUNCIL

GRASS CUTTING CONTRACT

QUESTIONNAIRE

Details relating to Prospective Tenderer

1. Name:
2. Address:
.....
3. Telephone number/Mobile:
4. Contact Name and Position in Company:
5. Nature of Business:
6. If the Business is a Company:
Is it a Subsidiary of another Company?
If yes, please give details:
7. Date of Business formation:
8. Please state number of grounds maintenance employees:
9. Please state which branch the Contract will be serviced from:

10. Please give any other details, which you feel may be relevant, for example, similar Contracts in the area or for similar authorities, including length of contract, etc:

Signed:

Position:

Date:

Details of Clerk/Responsible Finance Officer:

Jenny Collins

Clerk/RFO to Thornton Le Dale Parish Council

Hill Memorial Institute

Maltongate

Thornton Le Dale

Pickering YO18 7SE

Tel: 07788 581344

Email: parish.clerk@thorntonledale-pc.gov.uk

Website: <https://thorntonledale-pc.gov.uk/>