



## **LUDGERSHALL TOWN COUNCIL**

### **Invitation to Tender for Maintenance Contract to Play Areas & other Ludgershall Town Council owned sites within Ludgershall & Faberstown**

#### **SECTION A**

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## 1. SUMMARY INSTRUCTIONS, DETAILS OF CONTRACT AND TIMETABLE

ITEM	CONTRACT DETAILS
Invitation to Tender (ITT)	Ludgershall Town Council (LTC) is carrying out this procurement exercise in the form of an Open Tender for the provision of Maintenance to Play Areas & other LTC sites within Ludgershall & Faberstown – indicated on Maps provided at Section A.
Contract Description:	Maintenance as outlined in the brief at Section B.
Insurance Requirements for any single claim:	£10,000,000 public liability £10,000,000 employer's liability
Contract Duration:	1 <sup>ST</sup> March 2026 – 28 <sup>th</sup> February 2027
Procuring Officer:	Any queries must be addressed to the Town Clerk. Enquiries must be submitted before <b>12noon on Wednesday 21<sup>st</sup> January 2026.</b>
Submission of Tenders:	All Tenders and supporting documentation should be submitted to the Council addressed to the Town Clerk marked <b>Maintenance Contract to Play Areas Tender</b> or by Email <a href="mailto:townclerk@ludgershall-tc.gov.uk">townclerk@ludgershall-tc.gov.uk</a> information provided in Section 12 of this ITT.
Date/time for Tender return:	<b>12 Noon on Wednesday 4<sup>th</sup> February 2026</b>
Tender Evaluation commencement	Friday 6 <sup>th</sup> February 2026
Tender Evaluation completed	Wednesday 11 <sup>th</sup> February 2026
Notification of result of Tender evaluation	Monday 16 <sup>th</sup> February 2026
Contract Commencement	Sunday 1 <sup>st</sup> March 2026
Other relevant data:	As is set out in the following paragraphs and in the documents issued with this ITT.

*Note: Tenderers are advised that the Council will as far as possible conduct the procurement in accordance with the said Procurement Timetable above. Where for whatever reason the time periods stated in this ITT need to be amended to ensure the integrity of the process the Town Clerk shall communicate this via email to all Tenderers and make such revisions as may be necessary.*

## 2. CHECKLIST FOR TENDERERS

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

## 3. INVITATION TO TENDER

- 3.1 Ludgershall Town Council (“the Council”) invites tenders for the provision of Maintenance to Play Areas & other Ludgershall Town Council sites at the Councils sites within Ludgershall & Faberstown (see Maps appendix b)
- Section A: Invitation to Tender (ITT)
  - Section B: Contract Variation Form,
  - Section C: Tender Form,
  - Section D: Certificate of Bona Fide
  - Section E: Freedom of Information
  - Section F: Checklist of Documents to be returned by Each Tenderer
  - Section G: Supplier Form

## 4. GENERAL INFORMATION

- 4.1 “Tenderer” means any organisation invited to tender.
- 4.2 This contract is for the provision Maintenance to Play Areas & other LTC sites within Ludgershall & Faberstown Specification/Contract at point 15. The contract period will be for 1 year, commencing Sunday 1<sup>st</sup> March 2026.
- 4.3 The Council reserves the right to modify or amend the ITT documentation at any time prior to the deadline for receipt of tenders. Any such changes will be notified to the Tenderers in writing via email. Where the modifications or amendments are significant, the Council may, at its discretion, extend the deadline for receipt of Tenders.
- 4.4 This ITT and its accompanying documents and publications, and any copies made in all or part, are and shall remain the property of the Council.
- 4.5 Tenderers should read these instructions carefully before submitting their responses to the ITT. Failure to comply with these requirements for completion and submission may result in the rejection of your tender response.
- 4.6 All Tenders and supporting documentation should be submitted to the Council addressed to the Town Clerk marked **Maintenance to Play Areas & other LTC sites within Ludgershall & Faberstown Contract Tender** or by Email [townclerk@ludgershall-tc.gov.uk](mailto:townclerk@ludgershall-tc.gov.uk).

- 4.7 The fact that your organisation has been invited to tender, does not necessarily mean that you have met, or are capable of meeting all the Council's tendering requirements. The Council may require further information as appropriate and assess whether your organisation is capable of meeting the Council's tendering requirements as part of the Tender Evaluation process.
- 4.8 Tenders must be fully completed by duly authorised personnel. Prior knowledge of any aspect of your organisation or of your ability to meet the requirement must not be assumed by any Tenderer. All schedules and questionnaire questions must be completed in full as applicable.
- 4.9 Tenders may not be considered if complete information is not given or if the particulars asked for in the tender documents are not supplied. Schedules must be fully completed and returned as directed. Answers must be in the tender format and in the order requested, with references to accompanying sales or technical literature kept to a minimum.
- 4.10 Tenderers are required to submit Tenders Via post or email, marked Maintenance Contract Tender.
- 4.11 Should Tenderers have any query in connection with any of the Tender Documents, or this ITT, you should contact the Town Clerk via email. The Town Clerk shall use all reasonable endeavours to answer enquiries made. Enquiries by means other than email, will not be accepted. All questions received by **12noon on Wednesday 21<sup>st</sup> January 2026** together with the answers, shall be circulated by email to all Tenderers on an anonymous basis, as and when any questions arise.
- 4.12 The Council may, in its sole discretion, consider any difficulty or request for clarification raised by any Tenderer engaged in the procurement process in relation to any of the Tender Documents. As a result, the Council reserves the right to issue general guidance or waive or amend any provision of the Tender Documents. Any guidance, waiver or amendment made through the clarification process is done without prejudice to:
- a) any other provision in the Tender Documents
  - b) the irrevocable nature of any offer made by a Tenderer and
  - c) any right or power of the Council under any of the Tender Documents.
- Any guidance, waiver or amendment shall only be binding on the Council if made in writing. Notification of any such guidance, waiver or amendment shall be circulated in writing to all Tenderers.
- 4.13 Tenderers must satisfy themselves by their own investigations about the sufficiency of information and no responsibility is accepted by the Council for any loss, damage or expense of whatever kind arising from the use by Tenderers of such information.
- 4.14 Tenderers are responsible for obtaining all information necessary for the preparation of your Tender, and all costs, expenses and liabilities incurred by

Tenderers in connection with the preparation and submission of a Tender, shall be borne by your organisation. Tenderers will not be entitled to claim any costs or expenses that may be incurred in preparing your tender submission from the Council. Tenderers shall acknowledge upon submission of your Tender, that you have satisfied yourself that your organisation fully understand the requirements set out in this ITT, the Tender Documents and any clarification or additional information provided in response to any query as set out in paragraphs 4.11 and 4.12.

- 4.15 All information supplied by the Council in connection with this ITT shall be treated as confidential by your organisation, except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees or quotations necessary for the preparation and submission of your Tender.
- 4.16 The Tender Documents and any responses as provided for in paragraphs 4.11, 4.12 and 4.13 and all copies thereof are and shall remain the property of the Council and must be either destroyed (hard copy) or deleted from electronic systems forthwith upon demand. Copyright in the Tender Documents and any responses or additional information supplied pursuant to paragraphs 4.10 and 4.11 shall remain vested in the Council in line with the Data Protection Act 1998.
- 4.17 All information contained in this ITT, or which is communicated in further correspondence or during any subsequent negotiations, is confidential. Tenderers must not disclose the fact they have been invited to tender and must not communicate, disclose or otherwise make available this information to any third party other than as set out below, nor use this information for any commercial or industrial purpose not connected with this tender. The Tenderer may communicate, disclose or otherwise make available this information to an employee or a professional adviser who requires the information in connection with the preparation of the tender or to support any subsequent negotiation, (including but not limited to, obtaining sureties, guarantees or quotations) provided they are bound by equivalent conditions of confidentiality.
- 4.18 All information provided by the Tenderers as part of this Tender exercise will be treated as “Commercial in Confidence” (except where required in law) and will not be disclosed to a third party without the written permission of Tenderers.
- 4.19 The Tenderer will be deemed for all purposes connected with your Tender and the Contract, to have carried out and made all researches, investigations and enquiries which can reasonably be carried out and made and to have satisfied yourself before submitting your Tender as to the nature, extent and character of the Services (in the context of and as they are described in the Specification & Maps at the end of section A), the extent of the premises, personnel, any assets, materials and/or equipment which may be required and any other matter which may affect your Tender.

## **5 PREPARATION OF TENDER AND THE COUNCIL'S REQUIREMENTS REGARDING SUBMISSION OF A TENDER**

- 5.1 The Council may (in its absolute discretion), prior to the date for submission of Tenders, issue amended Tender Documents to you via email. Any amended Tender Documents will be issued as soon as reasonably practicable and will be deemed thereafter to replace any such Tender Documents previously issued to you. You will be notified by the Council via email of the issue of any amended Tender Documents. The Council will consider whether the issue of any such amended Tender Documents will affect the Indicative Timetable or tendering process in general and may make such changes to the timetable or process (in its absolute discretion) as it considers appropriate.
- 5.2 Tenderers shall be deemed to have satisfied yourself before submitting your Tender as to the accuracy and sufficiency of all the information provided which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and you shall also be deemed to have obtained for yourself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect your Tender.

## **6 COUNCIL RIGHT TO CANCEL THE TENDER PROCESS**

- 6.1 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.

## **7. FREEDOM OF INFORMATION AND LOCAL TRANSPARENCY**

- 7.1 You should note that in accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 ("Act"), all information submitted to the Council may be disclosed by the Council in response to a request made pursuant to the Act. In respect of any information submitted by you that you may consider to be commercially sensitive, you should:
- (a) Clearly identify such information as commercially sensitive;
  - (b) Explain the implications of disclosure of such information; and
  - (c) Detail the envisaged timeframe during which such information will remain commercially sensitive.
- 7.2 Tenderers should note that even where information is identified as commercially sensitive the Council has complete discretion in deciding whether it is required to disclose such information in accordance with the Act if a request is received. Receipt of any information marked "confidential" or "commercially sensitive" should not be taken to mean that the Council accepts any duty of confidence by virtue of the marking.
- 7.3 If the Council receives a request to disclose the information identified, it will consider whether the information is, in fact, exempt; consider whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information (unless the information benefits from an absolute exemption);

and consult with the Tenderer prior to disclosure of information whenever reasonably practicable.

- 7.4 The Council will not be liable for any loss or damage suffered by the Tenderer, whether in contract, tort or any other way as a result of information disclosed in response to a request made under FOIA. This includes but is not limited to information that is not specifically considered by the Council and the Tenderer to be exempt.
- 7.5 Further information on the FOIA can be obtained from the Department of Constitutional Affairs or from the office of the Information Commissioner responsible for enforcing the Act.
- 7.6 Under the local transparency agenda, Local Authorities must publish expenditure on items over £500. As such, any payment made under this contract above £500 will be published on the Council's Website along with the Contractors Company Name.

## **8. EXCLUSION OF TENDERER FROM TENDER PROCESS**

8.1 Any Tender in respect of which you:

- (a) have directly or indirectly canvassed any member, official of the Council or any consultant advising the Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Council, concerning the tendering process or proposed award of this Contract or who has directly or indirectly obtained or attempted to obtain information from any such member official or consultant concerning any other Tenderer or Tender; or
- (b) offer or agree to pay to any person or body having direct or indirect connection with this tender process or pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Form of Tender, any act or omission of the sort or type described above; or
- (c) in connection with the award of the Contract, commit an offence under the Bribery Act 2010 or give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct may attract.

- 8.2 The Council may in its absolute discretion refrain from considering your Tender if:
- (a) it is not in accordance with this ITT (as set out herein or subsequently amended as provided for in these Instructions), and all other provisions of the Tender Documents or is in breach of any provision contained in the Tender Documents; or
  - (b) Tenderers make or attempt to make any qualification or variation or alteration to the terms of any of the Tender Documents or other documentation save where a variation or alteration is expressly invited or permitted by the Council in writing; or
  - (c) Tenderers do not tender for the provision of the whole of the Services (except where expressly invited to tender for part(s) thereof) or for part(s) of the Services as set out in these Tender Documents; or
  - (d) it is incomplete or incorrectly completed.
- 8.3 Your Tender shall remain open for acceptance for a period of 90 days from the closing date for the receipt of tenders by the Council.
- 8.4 If awarded a contract, the Tenderer must comply with all the provisions contained in the tender documentation, subject only to any agreed exceptions and amendments.
- 8.5 Any such proposed exceptions or amendments to the Conditions of Contract must be submitted by the Tenderer as part of their written response to this tender, using the Contract Variation form in Section B, and not at a later stage of the procurement exercise.
- 8.6 The Tenderer warrants that the performance of the Contract shall be undertaken in accordance with the requirement of the Contract and any codes of practice for the industry.
- 8.7 Tenders must be submitted in the required form.

## **9. TENDER EVALUATION PROCESS**

- 9.1 The Contract shall be awarded based on the Tender which gives the best value to the Council. The Council shall not be bound to accept any Tender submitted.
- 9.2 Please note that your Form of Tender along with any other information to be submitted will together form your Tender. The Council reserves the right to disqualify a Tenderer (or to terminate the Contract) if any material misrepresentation is made in any of these documents and other information submitted by your organisation or you do not inform the Council of any change in circumstances

## 10. TENDER EVALUATION CRITERIA

- 10.1 This section explains the basis on which the Tender will be evaluated. Tenderers are asked to submit their Tender strictly in accordance with the instructions detailed in clause 12.1 of the ITT. This provides Tenderers with a common framework for their proposal to simplify its evaluation. It also provides the approach to be taken to weighting and scoring each question.
- 10.2 The Contract will be awarded based on receiving all documentation detailed in clause 12.1 and best value to the Council.

## 11. TENDERER'S WARRANTIES

- 11.1 In submitting a Form of Tender, you warrant and represent and undertake with the Council that:
- (a) you have not done any of the acts or matters referred to in paragraph 5 above and have complied in all respects with these Instructions to Tenderers;
  - (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by you or your employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
  - (c) you have carried out your own investigations and research, you have satisfied yourself in respect of all matters relating to the Form of Tender, the Specification and the Conditions of Contract and you have not submitted the Form of Tender and have not entered into the Contract in reliance upon any information, representations (whether negligent or otherwise) or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council except those signed by the Council
  - (d) you have full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council;
  - (e) you are of sound financial standing and you and your partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in your audited accounts or other financial statements submitted to the Council) which may adversely affect such financial standing in the future;
  - (f) if requested, you will submit signed hard copies of the Form of Tender, the Parent Company Guarantee Undertaking, the Performance Bond Undertaking and any other original Tender documentation prior to the award of the Contract;

- (g) by the Commencement Date you will procure and during the period of the performance of the Contract you will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with and for the duration of the Contract;
- (h) you have obtained or will have obtained by the Commencement Date any necessary consents, licences and permissions to enable you to carry out the Services and will from time to time throughout the duration of the performance of the Services under the Contract, obtain and maintain all further and other necessary consents, licences and permissions to enable you to carry out the Services; and
- (i) any specific provisions, e.g. warranties about obtaining Disclosure and Barring Service staff checks if applicable or complying with other pre-commencement requirements.

## 12. TENDER SUBMISSION

12.1 Tenders should contain all the items listed below. No additional information should be submitted or will be considered. The following shall be provided:

- (a) **Section B: Contract Variation Form** – *Tenderers to submit a scanned version of a signed copy. If Tenderers do not have scanning facilities, they must submit a completed but unsigned copy and Tenderers will be asked to sign at a later stage in the process.*
- (b) **Section C: Tender Form** – *Tenderers to submit a scanned version of a signed copy. If Tenderers do not have scanning facilities, they must submit a completed but unsigned copy and Tenderers will be asked to sign at a later stage in the process.*
- (c) **Section D: Certificate of Bona Fide** – *Tenderers to submit a scanned version of a signed copy. If Tenderers do not have scanning facilities, they must submit a completed but unsigned copy and Tenderers will be asked to sign at a later stage in the process.*
- (d) **Section E: Freedom of Information** – *Tenderers to submit a scanned version of a signed copy. If Tenderers do not have scanning facilities, they must submit a completed but unsigned copy and Tenderers will be asked to sign at a later stage in the process.*
- (e) **Section F: Checklist of Documents** – *Tenderers are required to submit the completed checklist.*

12.2 Failure to provide all the above completed documents may cause your Tender to be non-compliant and not considered.

12.3 All Tenders should be submitted using clear and appropriate document titles and show the name of the Tenderer.

12.4 Tenderers should note that completed Tenders (including all associated documents) received after the closing date and time will be automatically rejected and the Tenderer eliminated from the procurement process.

The Tenders must be signed:

- a) where the Tenderer is an individual, by that individual;
- b) where the Tenderer is a partnership, by all the partners or by at least two partners signing under a power of attorney on behalf of the other partners, a copy of which is provided with the Tender;
- c) where the Tenderer is a company, by two directors or by a director and the company secretary, such persons being duly authorised for that purpose.

Each Tenderer shall produce forthwith upon request by the Council documentary evidence of any authorisation referred to in Instructions 12.4(b) and 12.4(c) above.

12.5 The Council reserves to itself the absolute right to not consider a Tender which is not in accordance with the requirements in this ITT or contained in any other documents issued for this procurement.

### **13 SUB-CONTRACTING**

13.1 Tenderers must be able to satisfy the Council as to your ability to perform the Services. In its sole discretion, the Council may consider proposals from you for the performance of part of the Services by sub-contractors provided that the part of the Services proposed to be sub-contracted, the terms of the sub-contract and the identity of the sub-contractor are approved by the Council and the Council may require any or all of the following conditions to be satisfied:

- (i) the proposed sub-contractor enters into a collateral warranty in favour of the Council for the performance of the relevant part of the service (a signed copy of such documents must be submitted electronically and if requested, in hardcopy);
- (ii) that Tenderers remain fully liable for the acts and omissions of the sub-contractor; And
- (iii) that the Council may require the removal of the sub-contractor at any time and in its sole discretion.

If you are a subsidiary company, the Parent Company Guarantee Undertaking duly executed by your ultimate holding/parent company (a signed copy of such documents must be submitted electronically and if requested, in hard copy).

- 13.2 All monetary figures must be quoted in pounds sterling (£).
- 13.3 The Tender response must be submitted in English. Any printed literature furnished by the Tenderer may be written in any other language but must be accompanied by an English translation of its relevant pages. In such a case, for the purpose of interpretation in relation to the tender, the English translation must prevail.

## **14 ACCEPTANCE OF TENDER**

- 14.1 Following evaluation of the Tenders the Council will make a decision on which, if any, Tender(s) shall be accepted.
- 14.2 Any acceptance of a Tender by the Council shall be in writing and shall be communicated to the Tenderer(s).
- 14.3 Upon such acceptance the Contract shall become binding on both parties and, notwithstanding that, the appointed Provider(s) shall execute a formal contract(s) in writing upon request of the Council.

## **15 SPECIFICATION/CONTRACT**

### **Maintenance of Play Areas & Other Council Sites**

#### **I. Tasks at Recreation Ground, Deweys Lane**

- a) To visit the Play area every day and carry out a visual inspection on all the equipment, which is listed on an inspection form provided by the Council, which must be completed weekly and handed to the council office on completion. In the event of damage found to the play area, inform the council office, if the damage constitutes a danger to the public, please inform the Assistant Clerk urgently.
- b) Detailed daily litter pick of fenced play area, keeping area free of dangerous materials.
- c) Daily litter pick all grassed area of the whole recreation ground.
- d) Empty ALL litter bins when necessary or at least twice weekly.
- e) When necessary clean swing seats and all Town Council signs.

#### **II. Tasks at Pretoria Road, play area, Faberstown**

- a) To visit the Play area three times a week and carry out a visual inspection on all the equipment, which is listed on an inspection form provided by the Council, which must be completed weekly and handed to the council office on completion. In the event of damage found to the play area, inform the council

office, if the damage constitutes a danger to the public please inform the Assistant Clerk urgently.

- b) On each visit litter pick, keeping area free of dangerous materials.
- c) Empty litter bin weekly or when necessary.
- d) When necessary clean swing seats and all Town Council signs.

**III. Tasks at Clover Gardens, play area, Empress Way Estate**

- a) To visit the Play area three times a week and carry out a visual inspection on all the equipment, which is listed on an inspection form provided by the Council, which must be completed weekly and handed to the council office on completion. In the event of damage found to the play area, inform the council office, if the damage constitutes a danger to the public please inform the Assistant Clerk urgently.
- b) On each visit litter pick, keeping area free of dangerous materials.
- c) Empty litter bin weekly or when necessary.
- d) When necessary clean swing seats and all Town Council signs.

**IV. Car Park**

Litter pick the area weekly and when necessary clean all Town Council signs.

**V. Jubilee Gardens**

Litter pick this area as and when necessary.

**VI. Litter Bins**

Cemetery, please empty twice weekly, on a Monday and Friday.  
Jubilee Gardens & Centenary Gardens at least twice a week.

**VII. Council Office**

Sweep and litter pick outside the area from Levell Court and the side of the Post Office once a week.

**VIII. Any waste removed deposit in Skip in Cemetery.**

**IX. CONTRACT LENGTH**

1<sup>st</sup> March 2026 – 28<sup>th</sup> February 2027

**X. DETERMINATION**

Either side may give three months' notice in writing to be received by the other party to terminate the contract.

**XI. QUALITY CONTROL**

It is the duty of the contractor to provide the services at a standard that satisfies the Chair of Ludgershall Town Council and also complies with the specification.

**XII. STAFF**

The contractor shall ensure staff carry out their duties and behave in an orderly manner as may reasonably be practical with regard to the duties being performed. They should be visually identifiable.

**XIII. HEALTH & SAFETY**

The contractor should comply with all relevant sections of the Health & Safety at Work Act, Electricity at Work Act, Control of Substances Hazardous to Health Regulations and all other relevant legislation. Please provide a copy of your method statement/ risk assessment & public liability insurance.

**IX. PAYMENT**

Payment will be made monthly; the invoice will be presented on a percentage of the annual cost and paid by Bank Transfer the first working day of the following month

**16 SITE IDENTIFICATION & EQUIPMENT IDENTIFICATION**

- a) Ludgershall Recreation Ground Dewey's Lane with Play Park, Skatepark, Outside Gym and Goal posts. (Map 2)
- b) Play Park at end of Pretoria Road, Faberstown, Ludgershall (Map 3)
- c) Play Park on Clover Gardens, Ludgershall (Map 1)
- d) List of equipment at all sites to be checked as per provided inspection forms (appendix a)
- e) The equipment is specifically inspected quarterly by a qualified contractor and annually by a ROSPA contractor.
- f) Cemetery on Deweys Lane, Ludgershall (Map 2)
- g) Jubilee Gardens on Deweys Lane, Ludgershall (Map 2)
- h) Centenary Gardens on Andover Road, Ludgershall (Map 1)
- i) St James' Car Park, St James' Street, Ludgershall (Map 1)
- j) Front of Council office, High Street, Ludgershall (Map 1)