

Invitation to Tender (“ITT”)

For: The annual vegetation management works (including Floating Pennywort Removal, Weed-cutting and de-silting) for a 3 - 5 year period starting in 2025 for the [Pevensey & Cuckmere Water Level Management Board](#).

Date: 20th January 2025

1 Overview of the Pevensey & Cuckmere Water Level Management Board (the “Client”)

1.1 The Client is a Water Level Management Board, a public body administered by the [Water Management Alliance](#). Our aim is to reduce the flood risk to people, property, infrastructure and the natural environment by providing and maintaining technically, environmentally and economically sustainable flood defences and water level management networks within our hydraulic sub catchment areas.

2 Introduction and Background to the Project / Programme

2.1 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the Client and the procurement process for submitting a tender proposal.

2.2 The successful Tenderer will be used for all routine maintenance works in the period between 16th July - 25th December and will also always be asked to quote for any additional work outside of this period, which may include minor civil engineering work or more involved vegetation management.

2.3 The Client reserves the right to approach specific Tenderers outside of the arrangement stated in 2.2 should it be considered beneficial, more efficient or necessary.

3. Specification

- Work for the Client under this tender will involve the maintenance of various watercourses across the P&C WLMB district. This will principally involve (but not be limited to) Floating Pennywort removal, weed cutting and occasional de-silting using mechanical plant.
- A programme of work will be developed each year and the P&C WLMB operations manager will provide the list of sites and nature of the maintenance required at least 1 month before the start of work in July and monthly thereafter to the Tenderer. The programme for the 2025-2026 season is included in Annex 1 and is typical of the work required, though meterage's are not guaranteed.
- The P&C WLMB operations manager will direct work as required on a daily, weekly and monthly basis. The successful Tenderer will report daily to the P&CWLMB Operations Manager and other staff from time to time.

- Only one machine is to be used for this work at any one time, unless agree with the client.
- There is to be no sub-contracting of this work to third parties unless agreed with the client in writing.
- All work must be completed in line with the P&C WLMB Environmental Standard Maintenance Operations document (included in Annex 3). Any work not completed to the correct SMO standard will not be chargeable.
- All relevant environmental assents, permits and approvals, work plans and utilities will be obtained by the Client and provided to the Tenderer.
- The Tenderer must work in accordance with the requirements of the relevant environmental assents for any project they work on.
- Risk assessments and Safe Systems of Work for the Tenderers operations will be required to be provided by the Tenderer or otherwise for the Tenderer to comply with P&C WLMBs Generic Risk Assessments and Safe Systems of Work. These are to be provided to the Client no later than 3 weeks prior to the start of the works they are required for.
- All machines and attachments used for maintenance work must;
 - Be CE certified
 - Have full-service records
 - run with bio-degradable oil
 - Be able to run on non-rebated fuel - white diesel or Hydrotreated vegetable oil (HVO) if required
 - Be fitted with a Prolec or other height limiter and wire watcher safety device
 - Have all guards, height limiters, wire watchers, cut offs, safety flaps, PTO guarding and any other in built safety features fitted, in place and working at all times
 - Have appropriate spill kits available in the machine at all times
 - Have a first aid kit available in all machines
 - Be appropriately insured at all times
- The Tenderer must ensure all machine drivers supplied;
 - Have a good local knowledge of the area
 - Hold and keep up to date throughout the timeframe of this agreement, valid CPCS, NPORs or Lantra qualification for the machine and attachment they operate
 - Be a CSCS card holder (with a card appropriate to their work at any level other than ‘visitors’)

- Have a smart phone, with What3Words installed and a functional camera, in order that they can record their start and end point each day and take photos of work completed, sending this to the operations manager daily.
- Have an appropriate means of transport at all times to be able to safely and effectively get to the work location
- All operations must comply with the DEFRA ‘Check. Clean, Dry’ best practice at all times and comply with the Clients bio-security measures specified.
- Workdays will typically be from 0730 – 1700, unless otherwise agreed. The supplier will be expected to be on site at these times. No weekend or bank holiday working is permitted.
- Tenderers must have an appropriate level of public liability & employer’s liability insurance cover in place at all times, to a minimum combined value of £10,000,000 (ten million pounds). *Note: Tenderers may alternatively work under the Clients insurance, which covers this amount. If this option is to be selected then it is to be noted in the Tenderers response. An uplift amount on rates for including this insurance can also be provided by the Tenderer as an ‘extra over’ the standard rate.*
- The Client will provide Tenderers with magnetic signs for all machines provided, showing the logo of the P&CWLMB board on which they are working. These are to be attached to the Tenderers machines at all times when working for the Client.
- A 24hr contact from the Tenderers organisation is required for emergency response.
- Tenderers must report immediately any periods of breakdown during the working day.
- Tenderers are permitted to use Rebated fuel for this work. In the event that rebated fuel is outlawed for our maintenance works by the UK Government during the tender period, then you will be permitted to re-quote for your rates.
- In the event that rebated fuel is outlawed for our maintenance works by the UK Government during the tender period then you agree not to operate any machines or vehicles of whatever kind using rebated fuel, when the P&C WLMB exemption does not apply. The drainage board will not be held liable for any fines, prosecutions or costs of any kind that might be incurred as a result of your failure to comply with this requirement. Should any costs be incurred by the P&C WLMB as a result of you using rebated fuel for any reason, you agree to indemnify the P&C WLMB for any and all costs and/or fines that may be incurred from any government or other regulatory body (including all legal costs incurred by the P&C WLMB dealing with such process) and the P&C WLMB shall have the immediate right to remove you from the framework of Tenderers with immediate effect.

3.1 Tender Items

Tendering for all of the tender elements shown below is required.

- **Tender Item 1:** £ Per meter rate for suitable fuelled machine(s), with an operator and with a weed basket undertaking maintenance work between the nearest Monday to 16th July – the nearest working day to the 25th of December 2025
- **Tender Item 2:** £ Per meter rate for suitable fuelled machine(s), with an operator and with a standard ditching bucket, undertaking de-silting work between the nearest Monday to 16th July – the nearest working day to the 25th of December 2025
- **Tender Item 3:** Respective hourly rate(s) for machine haulage/moves.

• 3.2 Inflation

- Adjustment Basis: The Tenderer shall be entitled to an annual adjustment to the Contract Price to account for inflation, calculated using the annual average Consumer Price Index (CPI ANNUAL RATE 00: ALL ITEMS 2015=100) published by the Office for National Statistics for the preceding year.
- Calculation Period: The inflation adjustment shall be based on the average percentage change in the CPI over the 12-month period Between April – March.
- Application of Adjustment:
 - a. The adjustment shall be calculated by averaging the monthly index values for the year
 - b. The Contract Price for the forthcoming year shall be increased (or decreased, if applicable) in proportion to the annual average percentage CPI value *ie: the average CPI figure for April 2025-March 2026, will be applied to the rates for the work completed between July 2026 – December 2026.*
- Notification and Approval: The Client shall notify the Tenderer of the proposed adjustment at least 10 days prior to its application, providing supporting evidence of the index value changes.
- Cap and Floor: Annual adjustments shall not exceed a 5% increase per year and shall not result in a reduction below -2% of the original Contract Price without formal discussions.
- Exceptional Circumstances: If the CPI is discontinued or significantly modified, both parties agree to adopt a mutually acceptable alternative inflation measure or calculation methodology, acting in good faith.
- Exclusions: This clause shall not apply to Tender Item 3, changes to this item will be specifically agreed based on market rates, if required.

4. Tender Conditions and Contractual Requirements

This section of the ITT sets out the Client’s contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process (“**Procurement Process**”).

4.1 Contracting requirements

4.1.1 The appointed supplier will be expected to provide services within the Client’s area, as per https://www.wlma.org.uk/uploads/PCWLMB_MapIndex.pdf

4.1.2 The Client’s contracting and commercial approach in respect of the required services will be by purchase order, zero hours agreements, issued by calendar month for a set amount of meterage, as determined by the operations manager, and on certain drains within the district. By submitting a tender response, you are agreeing to be bound by the terms of this ITT without further negotiation or amendment.

4.1.3 The Contract awarded will be for 3 annual cutting seasons, these being 2025, 2026, 2027 with core durations running from the closest Monday to the 16th July to the last working day closest to the 25th December, based on 5 day, 45hr weeks, between 0730-1700, with a half hour lunch break. The Client may also extend the arrangement for months outside this core time.

Subject to satisfactory work the client may decide to extend this agreement for a further two cutting seasons at the end of 2027 without re-tendering.

4.1.4 In the event that you have any concerns or queries in relation to the ITT, you should submit a clarification request, as shown in Annex 5, in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in section 10, *Timescales section* of this ITT). Following such clarification requests, the Client may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

4.1.5 The Client is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that are received from a potential supplier as part of its tender response shall entitle the Client to reject that tender response and to disqualify that potential supplier from this Procurement Process.

4.2 General Policy Requirements

4.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will comply with all applicable laws, codes of practice, statutory guidance and applicable Client policies relevant to the services being supplied. You agree that you will work respectfully, collaboratively and proactively with the P&C WLMB staff. You will be polite, especially to any board members, landowners or

members of the public.

4.3 General tender conditions (“Tender Conditions”)

4.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

4.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Client carrying out all necessary actions to verify the information that you have provided.

4.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Client will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Client.

4.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Client promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

4.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the Client may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline may, at the discretion of the Client, be extended. Your tender response must comply with any amendment made by the Client in accordance with this paragraph or it may be rejected.

4.3.6 Format of tender response submission – Tender responses must comprise the relevant documents specified by the Client completed in all areas and in the format as detailed by the Client in Annex 2 (Supplier Response). Any documents requested by the Client must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

4.3.7 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the Client. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 2 (Supplier Response) and these Tender Conditions.

4.3.8 Rejection of tender responses or other documents – A tender response or any other document requested by the Client may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains handwritten amendments which have not been initialled by the authorised signatory;
- does not reflect and confirm full and unconditional compliance with all of the documents issued by the Client forming part of the ITT;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Client in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- contains information which is inconsistent;
- is received after the Tender Response Deadline.

4.3.9 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Client to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-Tenderer) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or

- to obtain information from any of the employees, agents or advisors of the Client concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

The Client shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. By participating in this Procurement Process you accept that the Client shall have no liability to a disqualified potential supplier in these circumstances.

4.3.10 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. You accept by your participation in this procurement process, including without limitation the submission of a tender response, that you will not be entitled to claim from the Client any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

4.3.11 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Client is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Client reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. The Client will have no liability for any losses, costs or expenses incurred by you as a result of such termination, suspension, amendment or variation.

5. Confidentiality and Information Governance

5.1 All information supplied to you by the Client, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-Tenderers strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

5.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Client has given express written consent to the relevant communication.

5.3 Marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Client accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Client, notwithstanding any consultation with you or

any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the Client on the basis that it may be disclosed to the WLMB members, under confidential business. However the Client holds no liability for this information remaining confidential once it has been distributed.

6. Tender Validity

6.1 Your tender response must remain open for acceptance by the Client for a period of 90 (ninety) days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Client;

7. Payment and Invoicing

7.1 The Client will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. An invoice for the Client must include:

- A description of the good/services supplied
- A What3Word start and end point for each drain completed, with the meterage completed.
- Before and after photo of works completed.
- The Board for which the work has been completed
- The Client's Purchase Order number
- It must be addressed to the Finance Officer, Pierpoint House, 28 Horsleys Fields, King's Lynn, Norfolk, PE30 5DD and can be emailed to Finance WLMA Finance@wlma.org.uk

8. Mandatory Requirements / Constraints

8.1 As part of your tender response, you must confirm on the Tender Response *Annex 2 P&CWLMB_001_2025* that you meet the mandatory requirements / constraints, as set out in section 3 the Client's specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the Client to reject a tender response in full.

8.2 You must provide details shown in *Annex 2 P&CWLMB_001_2025*

8.3 You must provide details of ALL staff proposed to be used for this work, along with their qualifications and relevant certificates.

9. Timescales

9.1 Subject to any changes notified to potential suppliers by the Client in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	20/01/2025
Deadline for clarification questions (Clarification Deadline)	1400hrs 03/02/2025
Client to respond to clarification questions	07/02/2025
Deadline for submission of ITT responses by potential suppliers (Tender Response Deadline)	2359hrs 23/02/2025
Contract Award	28/02/2025
Contract start date	01/04/2025

10 Instructions for Responding

10.1 The documents that must be submitted to form your tender response are listed at Part 2 of Annex 2 (Supplier Response) to this ITT. All documents required as part of your tender response should be submitted electronically to Revai Kinsella Revai.Kinsella@wlma.org.uk cc Matthew Philpot matthew@wlma.org.uk by the Tender Response Deadline, as set out in the Timescales section of this ITT.

10.2 The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the Client.
- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Client.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the Client).
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant Client requirement with your response to that requirement inserted underneath.

- Where supporting evidence is requested as ‘or equivalent’ – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a Client requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.

11 Clarification Requests

11.1 All clarification requests should be submitted to Revai Kinsella Revai.Kinsella@wlma.org.uk cc Matthew Philpot matthew@wlma.org.uk by the Tender Response Deadline, as set out in the Timescales section of this ITT, by the Clarification Deadline, as set out in the Timescales section of this ITT. The Client is under no obligation to respond to clarification requests received after the Clarification Deadline.

11.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

11.3 The Client reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the Client considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the Client responding to all potential suppliers.

11.4 The Client may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the Client by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

12 Evaluation Criteria

12.1 You will have your tender response evaluated as set out below:

Stage 1: Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tender responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will be automatically disqualified and will not be further evaluated.



Stage 2: If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the Client's requirements evaluated in accordance with the evaluation methodology set out below.

12.2 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting
Quality	5%
Methodology and Approach	5%
Environmental & Carbon Initiatives	10%
Commercial	80%

12.3 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 2 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the Client for all criteria other than Commercial using the following scoring model:

Points	Interpretation
10	Excellent – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.
7	Good - Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested, in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level of ambiguity due to the bidder's failure to provide all information at the level of detail requested.

5	Adequate - Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder's failure to provide all of the evidence requested.
3	Poor – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement.
0	Unacceptable - The response is non-compliant with the requirements of the ITT and/or no response has been provided.

12.4 Commercial Evaluation – Your "Overall Price" for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the Client as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the Client as part of the pricing approach, the Client may reject the full tender response at this point. The Client may also reject any tender response where the Overall Price for the goods and/or services is considered by the Client to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the lowest "Overall Price". Other tender responses will be awarded a mark of $10 - X$, where $X = \text{their position in the price table}$ (1 being the second cheapest, 2 being third cheapest, etc).

12.5 Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

12.6 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology.

Annexes

Annex 1 – Programme of work for year 2025-2026

Annex 2 – Tender Response

- The supplier Tender Response should be submitted on form Tender_Response_P&CWLMB_001_2025

Annex 3 – List of documents included

- Standard Maintenance Operations Policy Document:
https://www.wlma.org.uk/uploads/PCWLMB_SMO.pdf
- Health & Safety Policy: https://www.wlma.org.uk/uploads/PCWLMB_Health_and_Safety_Policy.pdf
- Maps of Areas: https://www.wlma.org.uk/uploads/PCWLMB_MapIndex.pdf
- Supplier Performance Policy: https://www.wlma.org.uk/uploads/WMA_Supplier_Performance_Policy.pdf

Annex 4 - Tender Return checklist

Number	Item	Provided or Not Available (P or n/a) or Confirm (Y/N) – delete as appropriate
Plant & Equipment		
1	Photos and full details of the machines proposed to be used	P / n/a
2	Machine(s) CE Certification	P / n/a
3	Machine(s) full-service records	P / n/a

	4	Machine(s) run with bio-degradable oil	Y/N
	5	Machine(s) could run on non-rebated fuel - white diesel	Y/N
	6	Machine(s) could run Hydrotreated vegetable oil (HVO) if required	Y/N
	7	Machine(s) are fitted with a Prolec or other height limiter safety device.	Y/N
	8	Machine(s) have all guards, height limiters, wire watchers, cut offs, safety flaps, PTO guarding and any other in built safety features fitted, in place and working at all times	Y/N
	9	Machine(s) have appropriate spill kits available in the machine at all times	Y/N
	10	Machine(s) Have a first aid kit available in all machines	Y/N
	11	Confirm willing to allow P&C Magnetic signs to be fixed to any machines whilst undertaking the boards work.	Y/N
	Proposed Staff		
	12	All qualifications of ALL Proposed staff who may undertake work (please include CPCS, Lantra, NPORS, CSCS, First Aid, etc)	P / n/a
	13	Proposed staff will have a smart phone and take photos of work completed daily, sending this to the operations manager.	Y/N
	14	Proposed staff will have an appropriate means of transport at all times to be able to safely and effectively get to work.	Y/N
	Insurances		
	15	Public liability & employer's liability insurance cover certificate - Compulsory minimum requirement £5,000,000 each (£10m combined)	P / n/a

16	Plant & Equipment Insurance certificate	P / n/a
Documents		
17	Health & Safety Policy (if you employ more than 5 people)	P / n/a
18	Records of all lost time and RIDDOR reportable accidents which have occurred within the last 3 years	P / none
19	Has your company, or individuals employed by your company, been prosecuted for any breaches of health and safety legislation within the last 5 years?	P / none
20	Has any Prohibition, Improvement, Contravention, or other enforcement notice/s been issued against your company within the last 5 years?	P / none
21	Have any proceedings been taken against you regarding breaches of health and safety legislation in the last 5 years?	P / none
22	Have any proceedings been taken against you with regards to breaches of environmental legislation in the last 5 years?	P / none

Invitation to Tender (“ITT”)

Annex 5 – Clarification Form

Tender Clause Number	Date	Supplier name	Clarification Required	Clarification Response

PEVENSEY & CUCKMERE WATER LEVEL MANAGEMENT BOARD
MAINTENANCE WORKS PROGRAMME 2025/26

DRAIN ID	DRAINS NAME	FLOOD RISK LEVEL	FREQUENCY	TOTAL LENGTH OF DRAIN (M)	POTENTIAL START DATE	OPERATIONS TYPE
CMT212G - Cuckmere Haven						
DRN212G0101	Freshwater Stream (EA 1526)	HIGH	Annually	5,886	Sep-25	Weed mowing
DRN212G0102	Freshwater Stream (EA 1526)	HIGH	Annually	727	Sep-25	Weed mowing
DRN212G0201	Milton Hide Stream (EA 1527)	MEDIUM	5 Years	593	Sep-25	Weed mowing
CMT217G - Pevensey						
DRN217G0101	Burgh Fleet and Monkham Sewer (EA 1332)	HIGH	Annually	1,078	Nov-25	Weed mowing
DRN217G0102	Burgh Fleet and Monkham Sewer (EA 1332)	HIGH	Annually	901	Nov-25	Weed mowing
DRN217G0103	Sew Ditch (EA 1334)	HIGH	Annually	572	Nov-25	Weed mowing
DRN217G0201	Dowles Stream (EA 1331)	HIGH	Annually	1,355	Nov-25	Weed mowing
DRN217G0202	Dowles Stream (EA 1331)	HIGH	Annually	538	Nov-25	Weed mowing
DRN217G0301	Hankham Sewer (EA 1342)	HIGH	Annually	810	Nov-25	Weed mowing
DRN217G0401	Callows Stream (EA 1355)	HIGH	Annually	1,490	Nov-25	Weed mowing
DRN217G0402	Manxey Sewer (EA 1330)	HIGH	Annually	1,948	Nov-25	Weed mowing
DRN217G0403	Manxey Sewer (EA 1330)	HIGH	Annually	637	Dec-25	Weed mowing
DRN217G0501	Martins Ditch (EA 1341)	HIGH	Annually	1,610	Dec-25	Weed mowing
DRN217G0502	Martins Ditch (EA 1341)	HIGH	Annually	62	Dec-25	Weed mowing
DRN217G0601	Wrenham Stream and Bill Gut (EA 1326)	HIGH	Annually	3,638	Dec-25	Weed mowing
DRN217G0701	Tower Ditch (EA 1328)	HIGH	2 Years	1,361	Dec-25	Weed mowing
CMT221G - Combe Haven						
DRN221G0101	Russell Stream (EA 1127)	HIGH	5 Years	289	Mar-26	Weed mowing
DRN221G0201	Rackwell Stream (EA 1129)	MEDIUM	5 Years	165	Mar-26	Weed mowing
CMT222G - Willington and Langney						
DRN222G0101	Middle Sewer (EA 1427)	HIGH	10 Years	742	Sep-25	Weed mowing
DRN222G0201	East Langney Sewer (EA 1429)	HIGH	Annually	2,644	Sep-25	Weed mowing
DRN222G0202	East Langney Sewer (EA 1429)	HIGH	Annually	211	Sep-25	Weed mowing
DRN222G0203	Springfield Farm Ditch (EA 1430)	HIGH	Annually	243	Sep-25	Weed mowing
DRN222G0204	Springfield Farm Ditch (EA 1430)	HIGH	Annually	260	Sep-25	Weed mowing
DRN222G0301	Wrenham Stream and Bill Gut (EA 1326)	MEDIUM	2 Years	1,283	Sep-25	Weed mowing
DRN222G0302	New Mountney Sewer (EA 1237)	MEDIUM	2 Years	780	Sep-25	Weed mowing
DRN222G0401	Lottbridge Sewer (EA 1426)	HIGH	Annually	147	Sep-25	Weed mowing
TOTAL GRAVITY SUB DISTRICTS				29,970		

CMT213P - Whelpley (Private Pump)						
DRN213P0101	Magham Sewer (EA 1345)	MEDIUM	2 Years	2,208	Aug-25	Weed mowing
DRN213P0201	Bowley Sewer (EA 1344)	MEDIUM	2 years	1,837	Aug-25	Weed mowing
DRN213P0301	Sackville Sewer (EA 1343)	MEDIUM	2 Years	1,718	Aug-25	Weed mowing

CMT214P - Horse Eye and Down - Rickney						
DRN214P0101	Rickney Sewer (EA 1358)	HIGH	Pennywort removed up to twice annually	330	Jul-25	WM and pennywort removal
DRN214P0102	Rickney Sewer (EA 1358)	HIGH	Pennywort removed up to twice annually	1,770	Jul-25	WM and pennywort removal
DRN214P0103	Rickney Sewer (EA 1358)	HIGH	Pennywort removed up to twice annually	1,433	Jul-25	WM and pennywort removal
DRN214P0104	Rickney Sewer (EA 1358)	HIGH	Pennywort removed up to twice annually	1,293	Jul-25	WM and pennywort removal
DRN214P0201	Drove Sewer (EA 1357)	HIGH	Pennywort removed up to twice annually	1,033	Jul-25	WM, De-silt and pennywort
DRN214P0202	Old Whelpley Sewer (EA 1354)	HIGH	Pennywort removed up to twice annually	646	Aug-25	WM and pennywort removal
DRN214P0301	Snapsons Sewer (EA 1353)	HIGH	Pennywort removed up to twice annually	641	Aug-25	WM and pennywort removal
DRN214P0401	Horse Eye Sewer (EA 1351)	HIGH	Pennywort removed up to twice annually	1,256	Aug-25	WM, De-silt and pennywort
DRN214P0402	Horse Eye Sewer (EA 1351)	HIGH	Pennywort removed up to twice annually	3,179	Aug-25	WM and pennywort removal
DRN214P0403	Horse Eye Sewer (EA 1351)	HIGH	Pennywort removed up to twice annually	243	Aug-25	WM and pennywort removal
DRN214P0501	White Dyke Sewer (EA 1359)	HIGH	Pennywort removed up to twice annually	1,945	Aug-25	WM, De-silt and pennywort
DRN214P0502	Lewens Sewer (EA 1355)	HIGH	Pennywort removed up to twice annually	1,190	Aug-25	WM and pennywort removal
DRN214P0601	Crossing Sewer (EA 1356)	HIGH	Pennywort removed up to twice annually	1,844	Aug-25	WM and pennywort removal
DRN214P0602	Crossing Sewer (EA 1356)	HIGH	Pennywort removed up to twice annually	776	Jul-25	WM and pennywort removal
DRN214P0701	Down Sewer (EA 1349)	HIGH	Pennywort removed up to twice annually	1,387	Jul-25	WM and pennywort removal

CMT215P - Glynleigh - Drockmill						
DRN215P0101	Drockmill Hill Gut (EA 1346)	HIGH	Annually	2,579	Sep-25	Weed mowing
DRN215P0102	Drockmill Hill Gut (EA 1346)	HIGH	Annually	553	Oct-25	WM and De-silt
DRN215P0201	Downwash Ditch (EA 1360)	HIGH	Annually	1,488	Oct-25	WM and De-silt
DRN215P0202	Winters Cut (EA 1361)	HIGH	2 Years	451	Oct-25	Weed mowing
DRN215P0203	Winters Cut (EA 1361)	MEDIUM	2 Years	383	Oct-25	Weed mowing
DRN215P0204	Winters Cut (EA 1361)	MEDIUM	2 Years	785	Oct-25	Weed mowing
DRN215P0301	Otham Feed (EA 1362)	MEDIUM	2 Years	346	Oct-25	Weed mowing
DRN215P0302	Otham Feed (EA 1362)	MEDIUM	2 Years	186	Oct-25	Weed mowing
DRN215P0303	Otham Court Ditch (EA 1363)	MEDIUM	2 Years	544	Oct-25	Weed mowing
DRN215P0304	Otham Court Ditch (EA 1363)	MEDIUM	2 Years	70	Oct-25	Weed mowing
DRN215P0401	Duck Puddle (EA 1348)	MEDIUM	2 Years	1,032	Oct-25	Weed mowing
DRN215P0501	Wadham New Cut (EA 1364)	MEDIUM	2 Years	667	Oct-25	Weed mowing
DRN215P0601	Marland Sewer (EA 1347)	HIGH	2 Years	767	Oct-25	Weed mowing

CMT216P - Manxey						
DRN216P0101	Kentland Sewer (EA 1367)	HIGH	2 years	1,555	Oct-25	WM and pennywort removal
DRN216P0102	Kentland Sewer (EA 1367)	HIGH	2 years	694	Oct-25	WM and pennywort removal
DRN216P0103	Kentland Sewer (EA 1367)	HIGH	2 years	1,216	Oct-25	WM and pennywort removal
DRN216P0201	Church Farm Ditch (EA 1339)	HIGH	2 years	1,278	Nov-25	Weed mowing
DRN216P0202	Church Farm Feed (EA 1338)	HIGH	2 years	603	Nov-25	Weed mowing
DRN216P0301	Curtels Ditch (EA 1337)	HIGH	2 years	1,475	Nov-25	Weed mowing
DRN216P0401	Mark Dyke (EA 1333)	HIGH	2 years	1,529	Nov-25	Weed mowing
DRN216P0501	Upper Dowles Stream (EA 1366)	HIGH	2 years	2,012	Nov-25	Weed mowing

CMT218P - Waterlot - Horsebridge						
DRN218P0201	Waterlot Stream (EA 1229)	HIGH	2 years	1,107	Dec-25	Weed mowing
DRN218P0202	Waterlot Stream (EA 1229)	HIGH	2 years	4,089	Dec-25	Weed mowing
DRN218P0301	Lamb Inn Stream (EA 1239)	HIGH	2 years	1,664	Dec-25	Weed mowing
DRN218P0401	Pinnock Stream (EA 1231)	HIGH	2 years	253	Dec-25	Weed mowing
DRN218P0402	Pinnock Stream (EA 1231)	HIGH	2 years	432	Jan-26	Weed mowing
DRN218P0501	New Guy Stream (EA 1232)	HIGH	2 years	456	Jan-26	Weed mowing
DRN218P0601	Inn Stream (EA 1233)	HIGH	2 years	2,497	Jan-26	WM and De-silt
DRN218P0602	Boreham Pond Stream (EA 1235)	HIGH	2 years	695	Jan-26	Weed mowing
DRN218P0603	Waterhouse Stream (EA 1238)	HIGH	2 years	1,082	Jan-26	Weed mowing
DRN218P0701	Dodsons Ditch (EA 1234)	HIGH	2 years	304	Jan-26	Weed mowing
DRN218P0801	Nunningham Sewer (EA 1236)	HIGH	2 years	1,509	Jan-26	Weed mowing

CMT219P - Star Inn						
DRN219P0101	Stream Ditch (EA 1226)	HIGH	De-silting undertaken every 10 years	109		
DRN219P0102	Stream Ditch (EA 1226)	HIGH	De-silting undertaken every 10 years	1,886	Jan-26	WM and De-silt
DRN219P0103	Stream Ditch (EA 1226)	HIGH	De-silting undertaken every 10 years	2,017	Jan-26	WM and De-silt
DRN219P0104	Stream Ditch (EA 1226)	HIGH	De-silting undertaken every 10 years	286		
DRN219P0105	Stream Ditch (EA 1226)	HIGH	De-silting undertaken every 10 years	580		
DRN219P0201	Waterlot Stream (EA 1229)	HIGH	De-silting undertaken every 10 years	2,530	Feb-26	WM and De-silt
DRN219P0202	Waterlot Stream (EA 1229)	HIGH	De-silting undertaken every 10 years	519	Feb-26	WM and De-silt
DRN219P0203	Waterlot Stream (EA 1229)	HIGH	De-silting undertaken every 10 years	407	Feb-26	WM and De-silt
DRN219P0301	Cheney Stream (EA 1230)	HIGH	De-silting undertaken every 10 years	835	Feb-26	WM and De-silt
DRN219P0401	Pinnock Stream (EA 1231)	HIGH	De-silting undertaken every 10 years	726	Feb-26	WM and De-silt
DRN219P0501	Foul Ditch (EA 1227)	HIGH	De-silting undertaken every 10 years	737	Feb-26	WM and De-silt
DRN219P0601	East Stream (EA 1228)	HIGH	De-silting undertaken every 10 years	762	Feb-26	WM and De-silt
DRN219P0701	Star Inn Feed Ditch (EA 1241)	HIGH	De-silting undertaken every 10 years	273	Feb-26	Weed mowing
DRN219P0702	Star Inn Feed Ditch (EA 1241)	HIGH	De-silting undertaken every 10 years	153		
CMT220P - Barnhorn						
DRN220P0101	Stream Ditch (EA 1226)	HIGH	2 years	314	Jan-26	Weed mowing
DRN220P0102	Barnhorn Ponds Stream (EA 1240)	HIGH	2 years	1,156	Feb-26	Weed mowing
DRN220P0201	East Stream (EA 1228)	LOWER	(Maintenance Frequency e.g 1-3 Years)	850	Feb-26	Weed mowing
TOTAL PUMPED SUB DISTRICTS				73,170		
NOTE: The start dates shown are indicative. The P&C WLMB can change the order in which drains are maintained, if necessary.						

Number	Item	Provided or Not Available (P or n/a) or Confirm (Y/N) – delete as appropriate
Plant & Equipment		
1	Photos and full details of the machines proposed to be used	P / n/a
2	Machine(s) CE Certification	P / n/a
3	Machine(s) full-service records	P / n/a
4	Machine(s) run with bio-degradable oil	Y/N
5	Machine(s) could run on non-rebated fuel - white diesel or Hydrotreated vegetable oil (HVO) if required	Y/N
6	Machine(s) are fitted with a Prolec or other height limiter safety device.	Y/N
7	Machine(s) have all guards, height limiters, wire watchers, cut offs, safety flaps, PTO guarding and any other in built safety features fitted, in place and working at all times	Y/N
8	Machine(s) have appropriate spill kits available in the machine at all times	Y/N
9	Machine(s) Have a first aid kit available in all machines	Y/N
10	Confirm willing to allow P&C Magnetic signs to be fixed to any machines whilst undertaking the boards work.	Y/N
Proposed Staff		
11	Proposed staff qualifications	P / n/a

12	Proposed staff will have a smart phone and take photos of work completed daily, sending this to the operations manager.	Y/N
13	Proposed staff will have an appropriate means of transport at all times to be able to safely and effectively get to work.	Y/N
Insurances		
14	Public liability & employer's liability insurance cover certificate - Compulsory minimum requirement £5,000,000 each (£10m combined)	P / n/a
15	Plant & Equipment Insurance certificate	P / n/a
Documents		
16	Health & Safety Policy (if you employ more than 5 people)	P / n/a
17	Records of all lost time and RIDDOR reportable accidents which have occurred within the last 3 years	P / none
18	Has your company, or individuals employed by your company, been prosecuted for any breaches of health and safety legislation within the last 5 years?	P / none
19	Has any Prohibition, Improvement, Contravention, or other enforcement notice/s been issued against your company within the last 5 years?	P / none
20	Have any proceedings been taken against you regarding breaches of health and safety legislation in the last 5 years?	P / none
21	Have any proceedings been taken against you with regards to breaches of environmental legislation in the last 5 years?	P / none

WATER MANAGEMENT ALLIANCE

SUPPLIER PERFORMANCE POLICY

OPERATIONS

Last review date: January 2025

To be reviewed every 3 years

Next review date: January 2028

Reviewed by: WMA Consortium Management Committee

Adopted by:

Broads Internal Drainage Board
East Suffolk Water Management Board
King's Lynn Internal Drainage Board
Norfolk Rivers Internal Drainage Board
Pevensey and Cuckmere Water Level Management Board
South Holland Internal Drainage Board
Waveney, Lower Yare and Lothingland Internal Drainage Board

SUPPLIER PERFORMANCE POLICY

1. Introduction

- 1.1. The WMA Member Boards operate and promote a system of continuous learning and improvement in all aspects of Health and Safety and Environmental practice.
- 1.2. Supplier performance is key to this, and we expect the highest standards from our suppliers.

2. Monitoring

- 2.1. Supplier performance is monitored as part of the framework management arrangements. This includes unannounced safety and environmental audits of work, as well as general feedback received at any time.

A yellow / red card system is also operated and will be triggered in a number of circumstances, which include:

- 2.1.1. any act or omission by a supplier leading to a prosecution in any of its business dealings shall be notified to the WMA CEO, as per section 4.0.
 - 2.1.2. any act of negligence by a supplier which significantly increases the risk to others or the environment during the execution of any WMA Member Board work.
 - 2.1.3. failure to follow the WMA Member Board's management systems, policies and procedures and safe systems of work.
 - 2.1.4. Any act of disrespectful behaviour towards staff or members of the public
- 2.2. Following the issue of a yellow card for any issues under 2.1.1 - 4 the supplier will be instructed to prepare an action plan to address the failures which led to the incident and agree actions safeguarding against a repeat incident with the WMA Member Board. This is to be sent to the relevant Operations Manager and Area Manager within 10 working days of card issue.
- 2.3. The issuing of three yellow cards for a failure within categories 2.1.1 - 4 within the tender period (3 years plus any extension as per the supplier tender document) will result in escalation to the issuing of a red card, ie: The Third yellow card will result in an automatic red card.
- 2.4. The issuing of a red card under this policy will result in immediate suspension from the framework for 12 months AND until such time that the CEO approves their re-admission.
- 2.5. If any act or omission under 2.1.1 – 4 is RIDDOR reportable, or deemed highly irregular by the CEO, then the WMA Member Board reserve the right to issue a red card immediately.

3. Dispute

- 3.1. Where a supplier is in dispute with a WMA Member Board, no further work will be issued to the supplier until the dispute has been resolved.

SUPPLIER PERFORMANCE POLICY

4. Notification under 2.1.1

- **Obligation to Notify:**

The Supplier shall promptly inform the WMA in writing within 10 business days upon becoming aware of any of the following events:

- a) The initiation of any legal, regulatory, or governmental investigation, inquiry, or proceeding involving the Supplier, its affiliates, or any of its key personnel.
- b) Any criminal prosecution, civil action, formal censure, or regulatory enforcement action against the Supplier or its affiliates that could reasonably be expected to adversely affect the Supplier's ability to meet its obligations to the WMA or damage its reputation.
- c) Any other material breaches of laws, regulations, or industry standards related to the conduct of its business, whether or not directly related to the services or goods provided to the WMA.

- For the purposes of this clause, "material breaches" include, but are not limited to, breaches related to fraud, bribery, corruption, environmental violations, or health and safety regulations.

- **Failure to Notify:**

Failure to notify the WMA as required under this clause shall constitute a red card event under this policy and the consequences as set out in 2.4.

- **Confidentiality:**

Any information provided under this clause shall be treated as confidential and used solely for assessing the Supplier's suitability to continue providing goods or services.

Tender Response Form P&CWLMB_001_2025

Tender Item	Price
<p>Tender Item 1: £ Per meter rate for suitable fuelled machine(s), with an operator and with a weed basket undertaking maintenance work between the nearest Monday to 16th July – the nearest working day to the 25th of December 2025</p>	
<p>Tender Item 2: £ Per meter rate for suitable fuelled machine(s), with an operator and with a standard ditching bucket, undertaking de-silting work between the nearest Monday to 16th July – the nearest working day to the 25th of December 2025</p>	
<p>Tender Item 3: Respective hourly rate(s) for machine haulage/moves.</p>	