

## Invitation to Tender (“ITT”)

**For:** The annual vegetation management works (including Weed-cutting and de-silting) for a 3 - 5 year period starting in 2025 for the WMA member boards in [Broads](#), [East Suffolk](#), [Kings Lynn](#), [Norfolk Rivers](#), [South Holland](#), & [Waveney Lower Yare & Lothingland](#).

**Date:** 17<sup>th</sup> February 2025

### 1 Overview of the Member Boards of the WMA (the “Client”)

1.1 The Client is IDBs and Water Level Management Boards, public bodies 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 Tenderers will be placed on the boards Approved Supplier List and may be called on to undertake routine maintenance works on watercourses, minor civil engineering work or more involved vegetation management.

2.3 The Client reserves the right to approach 3<sup>rd</sup> parties 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 could involve the maintenance of various watercourses across the IDB district. This will principally involve (but not be limited to) weed cutting and occasional de-silting using mechanical plant.
- A programme of work will be developed each year and the relevant operations manager will then develop request work to be carried out as required.
- The operations manager will direct work as required on a daily, weekly and monthly basis. The Tenderer will report daily to the Operations Manager and other staff from time to time when engaged on work.
- 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 relevant IDBs 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 WMAs 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
  - All safety decals must be in place and legible
  - Have full-service records and 12 month thorough examination certificate
  - Certified lifting points for all lifting duties
  - Safe working load clearly shown on lifting chart within the cab
  - Fire Extinguisher securely fitted in cab of machine
  - Seatbelt fitted
  - Double locking fully automatic quick hitch and in cab quick hitch alarm, to identify the bucket has been disengaged. Manufacturers operating instructions must be present in cab.
  - run with bio-degradable oil
  - 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
  - Be able to run on non-rebated fuel - white diesel or Hydrotreated vegetable oil (HVO) if required
  - 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
  - Arrive on site clean and free from significant dirt and debris.

- The Tenderer must ensure all machine drivers supplied;
  - Have a good local knowledge of the area
  - Have Emergency First Aid at Work (minimum) qualification
  - 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 if required.
  - 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.
- If the Tenderer receives consecutive work from the IDB, then the Tenderer will be required to undertake Biosecurity washdowns where requested between work sites. This will comprise a hot pressure wash (>40°C) & Virkon spray, for each item of plant (tender item 16).
- Workdays will typically be from 0730 – 1700, unless otherwise agreed. The tenderer 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).
- The Client will provide Tenderers with magnetic signs for all machines provided, showing the logo of the relevant 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 IDB 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 IDB as a result of you using rebated fuel for any reason, you agree to indemnify the IDB 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 IDB dealing with such process) and the IDB shall have the immediate right to remove you from the Approved Supplier List of Tenderers with immediate effect.

### 3.1 Tender Items available

- **Tender item 1:** Respective hourly rate(s) for fuelled machine(s) greater than 10 Tonnes with a standard ditching bucket (state all models available and the rate).
- **Tender item 2:** Respective hourly rate(s) for fuelled machine(s) less than or equal to 10 Tonnes with a standard ditching bucket (state all models available and the rate).
- **Tender item 3:** Respective hourly rate for a machine operator between the hours of 0700 – 1800 Monday - Friday.
- **Tender item 4:** Respective hourly rate for a machine operator between the hours of 1800 – 0700 Monday - Friday.
- **Tender item 5:** Respective hourly rate for a Labourer between the hours of 0700 – 1800 Monday - Friday.
- **Tender item 6:** Respective hourly rate for a chainsaw operative (NPTC Units 201/202 (CS30/31) Combined Chainsaw Maintenance & Felling Small Trees) between the hours of 0700-1800 Monday to Friday
- **Tender item 7:** Financial rate for a height adjustable, minimum 1 metre wide, excavator mounted height adjustable Flail attachment.
- **Tender item 8:** Financial rate for Weed basket attachment under 2.5m wide.
- **Tender item 9:** Financial rate for Weed basket attachment at or over 2.5m wide (state size and rate).
- **Tender item 10:** Financial rate(s) for trailer(s) of different sizes available for movement of plant or equipment.
- **Tender item 11:** Respective hourly rate for tractor with flail
- **Tender item 12:** Respective hourly rate for own machine delivery/collection.
- **Tender item 13:** Rate for 3<sup>rd</sup> party machine haulage. *(NOTE: An operators Licence and appropriate insurance is required for hauled moves and should be provided with tender response).*
- **Tender item 14:** Respective hourly rate for teleporter
- **Tender item 15:** Respective hourly rate for dumpers
- **Tender item 16:** Respective hourly rates for any additional plant not included above which the Tenderer feels may be of interest to the Customer organisation.
- **Tender item 17:** Hourly rate to provide a hot pressure washer (>40°C) & Virkon spray, per item of plant for bio-security reasons. *Note: If the Tenderer does not have these facilities then the IDB may be able to provide them at a cost of £300/item of plant.*

- **3.2 Inflation**

- Adjustment Basis: If the Tenderer requests it by October of each year, then they 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 April 2026 – March 2027.*
- 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.

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 specific job, as determined by the operations manager. 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 financial years, these being 2025-2026, 2026-2027, 2027-2028.

There is no minimum work guarantee as part of this tender. Typical working times are a maximum 45hr weeks, between 0730-1700, with a half hour lunch break. No overtime, unless agreed by the ops manager.

Subject to satisfactory work the client may decide to extend this agreement for a further two financial years at the end of 2028 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 day.
- Before and after photo of works completed for the invoicing period.
- 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](mailto: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 WMA\_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 WMA\_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	17/02/2025
Deadline for clarification questions ( <b>Clarification Deadline</b> )	1400hrs 21/02/2025
Client to respond to clarification questions	25/02/2025
Deadline for submission of ITT responses by potential suppliers ( <b>Tender Response Deadline</b> )	2359hrs 17/03/2025
Contract Award	24/03/2025
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 Matthew Philpot [matthew.philpot@wlma.org.uk](mailto:matthew.philpot@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 Matthew Philpot [matthew.philpot@wlma.org.uk](mailto:matthew.philpot@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.

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**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	<b>Excellent</b> – 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	<b>Good</b> - 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	<b>Adequate</b> - 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	<b>Poor</b> – 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	<b>Unacceptable</b> - 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  $X =$  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**

- [BIDB](#)
- [ESWMB](#)
- [KLIDB](#)
- [NRIDB](#)
- [SHIDB](#)
- [WLYLIDB](#)

### **Annex 2 – Tender Response**

- The supplier Tender Response should be submitted on form Tender Response WMA\_001\_2025 on page 19.

### **Annex 3 – List of documents included**

- Standard Maintenance Operations Policy Document:
  - [BIDB](#)
  - [ESWMB](#)
  - [KLIDB](#)
  - [NRIDB](#)
  - [SHIDB](#)
  - [WLYLIDB](#)
- Health & Safety Policy: [https://www.wlma.org.uk/uploads/WMA\\_Health\\_&\\_Safety\\_Policy.pdf](https://www.wlma.org.uk/uploads/WMA_Health_&_Safety_Policy.pdf)
- Maps of Areas: [SEE INTRODUCTION PAGE 1](#)
- Supplier Performance Policy: [https://www.wlma.org.uk/uploads/WMA\\_Supplier\\_Performance\\_Policy.pdf](https://www.wlma.org.uk/uploads/WMA_Supplier_Performance_Policy.pdf)

**Annex 4 - Tender Return checklist**

<b>Number</b>	<b>Item</b>	<b>Provided or Not Available (P or n/a) or Confirm (Y/N) – delete as appropriate</b>
<b>Plant &amp; Equipment</b>		
1	Photos and full details of the machines proposed to be used	P / n/a
2	Machine(s) CE Certification	P / n/a
3	All safety decals must be in place and legible	Y/N
4	Certified lifting points for all lifting duties	P / n/a
5	Safe working load clearly shown on lifting chart within the cab	Y/N
6	Fire Extinguisher securely fitted in cab of machine	Y/N
7	Seatbelt fitted	Y/N
8	Double locking fully automatic quick hitch and in cab quick hitch alarm, to identify the bucket has been disengaged. Manufacturers operating instructions must be present in cab.	Y/N
9	Machine(s) full-service records and 12-month thorough examination certificate	P / n/a
10	Machine(s) run with bio-degradable oil	Y/N
11	Machine(s) could run on non-rebated fuel - white diesel	Y/N
12	Machine(s) could run Hydrotreated vegetable oil (HVO) if required	Y/N
13	Machine(s) are fitted with a Prolec or other height limiter safety device.	Y/N
14	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
15	Machine(s) have appropriate spill kits available in the machine at all times	Y/N



16	Machine(s) Have a first aid kit available in all machines	Y/N
17	Confirm willing to allow P&C Magnetic signs to be fixed to any machines whilst undertaking the boards work.	Y/N
<b>Proposed Staff</b>		
18	All qualifications of ALL Proposed staff who may undertake work (please include CPCS, Lantra, NPORS, CSCS, First Aid, etc)	P / n/a
19	Proposed staff will have a smart phone and take photos of work completed daily, sending this to the operations manager.	Y/N
20	Proposed staff will have an appropriate means of transport at all times to be able to safely and effectively get to work.	Y/N
<b>Insurances</b>		
21	Public liability & employer's liability insurance cover certificate - Compulsory minimum requirement £5,000,000 each (£10m combined)	P / n/a
22	Plant & Equipment Insurance certificate	P / n/a
<b>Documents</b>		
23	Health & Safety Policy (if you employ more than 5 people)	P / n/a
24	Records of all lost time and RIDDOR reportable accidents which have occurred within the last 3 years	P / none
25	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
26	Has any Prohibition, Improvement, Contravention, or other enforcement notice/s been issued against your company within the last 5 years?	P / none
27	Have any proceedings been taken against you regarding breaches of health and safety legislation in the last 5 years?	P / none
28	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

## Invitation to Tender (“ITT”)

### **Tender Response Form WMA 001 2025**

*Note: You can enter as many lines as required to show all the items available. Include as much detail as possible. Include rate in £/hr or £/day or as an item*

Tender Item	Rate
<ul style="list-style-type: none"> <li>• <b>Tender Item 1:</b> Respective hourly rate(s) for fuelled machine(s) greater than 10 Tonnes with a standard ditching bucket (state all models available and the rate).</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 2:</b> Respective hourly rate(s) for fuelled machine(s) less than or equal to 10 Tonnes with a standard ditching bucket (state all models available and the rate).</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender Item 3:</b> Respective hourly rate for a machine operator between the hours of 0700 – 1800 Monday - Friday.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 4:</b> Respective hourly rate for a machine operator between the hours of 1800 – 0700 Monday - Friday.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 5:</b> Respective hourly rate for a Labourer between the hours of 0700 – 1800 Monday - Friday.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 6:</b> Respective hourly rate for a chainsaw operative (NPTC Units 201/202 (CS30/31) Combined Chainsaw Maintenance &amp; Felling Small Trees) between the hours of 0700-1800 Monday to Friday</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 7:</b> Financial rate for a height adjustable, minimum 1 metre wide, excavator mounted height adjustable Flail attachment.</li> </ul>	

## Invitation to Tender (“ITT”)

<ul style="list-style-type: none"> <li>• <b>Tender item 8:</b> Financial rate for Weed basket attachment under 2.5m wide.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 9:</b> Financial rate for Weed basket attachment at or over 2.5m wide (state size and rate).</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 10:</b> Financial rate(s) for trailer(s) of different sizes available for movement of plant or equipment.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender Item 11:</b> Respective hourly rate for tractor with flail</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender Item 12:</b> Respective hourly rate for own machine delivery/collection.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 13:</b> Rate for 3<sup>rd</sup> party machine haulage. <i>(NOTE: An operator’s Licence and appropriate insurance is required for hauled moves and should be provided with tender response).</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 14:</b> Respective hourly rate for teleporter</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 15:</b> Respective hourly rate for dumpers</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 16:</b> Respective hourly rates for any additional plant not included above which the Tenderer feels may be of interest to the Customer organisation.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Tender item 17:</b> Hourly rate to provide a hot pressure washer (&gt;40°C) &amp; Virkon spray, per item of plant for bio-security reasons.</li> </ul>	