

Award Form, Crown Copyright 2025, [Subject to Contract]



BEDFORD
BOROUGH COUNCIL

Bedford Borough Council

Arboricultural Framework – LOT 2

Contract Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	Bedford Borough Council (the Buyer). Its offices are on: Borough Hall, Cauldwell Street, Bedford MK42 9AP
2.	Supplier	Name: Eden Tree Specialists Ltd Address: 9 Goldington Road, Bedford, England, MK40 3JY Registration number: 10441870
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Arboricultural Services- see Schedule 2 (<i>Specification</i>) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference 2025/S 000-062461 (FTS Contract Notice).
4.	Contract reference	BBC EN 03993
5.	Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or

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		in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	12 th March 2026
9.	Expiry Date	11 th March 2030
10.	Extension Period	Further period up to 12 months Extension exercised where the Buyer gives the Supplier no less than 1 Months written notice before this Contract expires.
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 month .
12.	Incorporated Terms (together these documents form the " this Contract ")	The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies: (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Core Terms (d) Schedule 6 (<i>Intellectual Property Rights</i>) (e) Schedule 1 (<i>Definitions</i>) (f) Schedule 20 (<i>Processing Data</i>)

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		<p>(g) The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> (i) Schedule 2 (<i>Specification</i>) (ii) Schedule 3 (<i>Charges</i>) (iii) Schedule 5 (<i>Commercially Sensitive Information</i>) (iv) Schedule 10 (<i>Performance Levels</i>) (v) Schedule 11 (<i>Continuous Improvement</i>) (vi) Schedule 13 (<i>Contract Management</i>) (vii) Schedule 14 (<i>Business Continuity and Disaster Recovery</i>) (viii) Schedule 21 (<i>Variation Form</i>) (ix) Schedule 22 (<i>Insurance Requirements</i>) (x) Schedule 24 (<i>Financial Difficulties</i>) (xi) Schedule 25 (<i>Rectification Plan</i>) (xii) Schedule 26 (<i>Sustainability</i>) (xiii) Schedule 27 (<i>Key Subcontractors</i>) (xiv) Schedule 29 (<i>Key Supplier Staff</i>) (xv) Schedule 4 (<i>Tender</i>), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above. <div style="text-align: center;">  Eden Tree Specialists LOT 2 Schedules.zip </div>
13.	Special Terms	Not Used

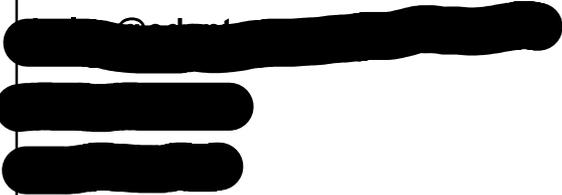
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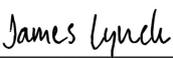
14.	Buyer's Environmental Policy	Not Used
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (<i>Tender</i>) and report on the Social Value KPIs as required by Schedule 10 (<i>Performance Levels</i>).
16.	Buyer's Security Requirements	Not Used
17.	Goods	NA
18.	Charges	Indexation requirements detailed in specification
19.	Estimated Year 1 Charges	£237,545
20.	Reimbursable expenses	NA
21.	Payment method	The payment method for this Call-Off Contract is BACS and 30 day invoicing terms
22.	Key Performance Indicators	As per Appendix 12
23.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than [the greater of £ 5 million] or [150]% of the Estimated Yearly Charges] In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap, being £10 million
24.	Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer – Frequency to be determined

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		The Supplier shall provide the Buyer with Progress Reports as per KPIs (Appendix 12)
25.	Guarantor	Not applicable
26.	Virtual Library	NA
27.	Supplier's Contract Manager	<p>Samuel Dudley Managing Director </p>
28.	Supplier Authorised Representative	<p>Samuel Dudley Managing Director </p>
29.	Supplier Compliance Officer	<p>Helen Dudley Office Manager </p>
30.	Supplier Data Protection Officer	<p>Helen Dudley Office Manager </p>

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31.	Supplier Marketing Contact	Helen Dudley Office Manager 
32.	Key Subcontractors	Key Subcontractor 1 – N/a Name (Registered name if registered): Registration number (if registered): Role of Subcontractor:
33.	Buyer Authorised Representative	James Lynch Team Leader Open Spaces 

For and on behalf of the Buyer:		For and on behalf of the Buyer	
Signature:	DocuSigned by:  <small>D37ED6C2192E468...</small>	Signature:	Signed by:  <small>C3235FB7B6E3441...</small>
Name:	James Lynch	Name:	Matthew Chudley
Role:	Team Leader	Role:	Head of Public Realm, Waste and Resources
Date:	2/6/2026	Date:	2/6/2026

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For and on behalf of the Supplier:	
Signature:	<small>Signed by:</small> <i>Samuel Dudley</i> <small>40DFC3CFF396431...</small>
Name:	Samuel Dudley
Role:	Managing Director
Date:	2/9/2026

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Framework scope

This multi-supplier framework agreement covers the supply and delivery of various types of Arboricultural requirements.

The requirement is divided into LOTS by service type as follows:

- Lot 1 - Emergency Out of Hours Service
- Lot 2 - General Tree Maintenance Service
- Lot 3 - Tree Planting & establishment

Who can use this Framework?

The framework is available for use by Bedford Borough Council only.

Procurements

This framework is compliant with UK procurement legislation - there's no need to run a full procurement process as Suppliers listed on the framework were assessed during the procurement process for their financial stability, track record, experience and technical & professional ability. Pre-agreed terms & conditions and specifications underpin all orders placed.

Against all LOTS, service users can access the framework by either making direct call offs with their allocated supplier(s), or if they wish they may conduct quick, simple, further competitions.

When direct awarding, the Authority will offer the works to the 1st ranked supplier for that LOT in the first instance. If that supplier is unable to support then they will go on to the next ranked supplier and so on.

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LOT Matrix

Awarded Suppliers, their positions and the LOTs they are allocated to are displayed below:

	Lot 1	Lot 2	Lot 3
Suppliers	Emergency Out of Hours Service	General Tree Maintenance Service	Tree Planting & establishment
Eden Tree Specialists		1st ✓	
Glendale Countryside Ltd	1st ✓	2nd ✓	2nd ✓
Gristwood and Toms Ltd	2nd ✓		1st ✓