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|  | Invitation to Tender DocumentTree Maintenance and Consultancy ServicesBG-P/REF:0019 Owen Riddle |
|  | June 2025 (24/06/25) |

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Deadline for responding to this document

The deadline for responding to this [insert title of this document] is [insert time and date]. See ‘Procurement timetable’ and ‘How to respond to this opportunity’.

Introduction

1. This Procurement is being conducted in accordance with the Act using the Open Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
2. This document has been prepared to assist Suppliers in deciding whether to submit a tender in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
3. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
4. Bernicia reserves the right to issue updated versions of this document to Suppliers as and when the need arises, in order to reflect the corresponding stage of the Competitive Flexible Procedure, together with any changes to the Procurement or any other new information.
5. **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**
6. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix E.
7. All references to a ‘section’ are to a section in the Act unless otherwise stated.
8. All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document unless otherwise stated.
9. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

Overview of the Authority’s requirement

10.

We are a significant regional business that owns around 14,000 properties and are developing new homes across a range of property types and tenures. We provide housing services for single people, couples, families, and older people as well as care and support for those with additional support requirements. Whilst predominantly a social landlord, we have successful trading subsidiaries that provide high quality block and facilities management. Our commercial subsidiaries gift-aid their surplus back to Bernicia, which is used to increase the social value we can deliver. As a group we build, rent, sell, and manage homes, provide estate and facilities management and specialist care and support services to over 60,000 customers.

Underpinning everything we do is our vision, mission, and values.

**Vision** – Housing People, Helping People:We believe a good home makes lots of other things possible, so we provide great homes and services that do just that.  We are “housing people” – professional and passionate about what we do.

**Mission** – Investing in homes, services, and people to make a positive impact on the communities of the Northeast:We will invest to provide quality new and existing homes, in the provision of services that respond to our tenants, customers and marketplace requirements, and in our people and the communities within which we operate.  We will invest in the Northeast.

**Our Values** – Bernicia Way:We value our customers, work together, respect each other, and have the highest levels of accountability and integrity.  We deliver what we say we will do, something that our tenants, customers and partners can rely upon.

1.1 Bernicia properties are located across the Northeast area as outlined within the map below.



The Bernicia Group wish to appoint contractors who can cover the geographical area from Northumberland to Teesside to undertake tree maintenance work (Lot1) and tree surveys (Lot 2). This will be to all Bernicia owned trees on its communal land sites. Ideally, we would like the contracts to have an office within the North East region that Bernicia operates in.

The Bernicia Group are responsible for the upkeep and preservation of its trees, to keep its trees in a safe and healthy condition and to ensure that the trees form an important aspect of any housing development or sheltered housing scheme.

Geographically from Berwick to Teesside we have **approximately** 4300 Individual Trees and 332 Groups of Trees.

**Lot 1** The work will involve all aspects of maintenance of trees including (but not limited to): limb/branch removal, pruning, removal of suckers and epitomic shoots, crown lifting, thinning and reduction, re-pollarding, removal of deadwood, felling stump removal of soft and hard areas, poisoning of stumps and roots, root pruning, basic tree inspection, climbing inspection and possibly tree planting.

Monthly contract management meetings would be required at Bernicia offices to ensure KPI’s are met and to discuss the projected programme plan. This should include a monthly maintenance report manged by the successful bidder.

**Lot 2** - Contractors must be able to undertake a tree inspection and survey service in response to enquiries received by Bernicia and to be able to report back findings within a time scale set by Bernicia. Ensure that the cyclical programme is maintained and adhered to following the timelines set by Bernicia. **This will be a 5-year cyclical programme.**

The value of the contract has is an indication of both lots combined over the duration of the contract. Overall bids for each lot can be submitted, but we would require the day rate in any case.

The Procurement process

1. Bidders are advised to familiarise themselves with the procurement timetable in paragraph 21. Any submissions received after the published deadline will not be evaluated and will be automatically rejected.
2. Bernicia Group reserves the right to refuse to consider applications and to exclude bidders from evaluation in any of the circumstances as follows:
3. In the event that the evaluations, any supporting information requested, or any other tender submissions are incomplete, inaccurate, or misleading or otherwise not submitted in accordance with the requirements set out in this document.

b) Where stated in the scoring matrix in respect of minimum scores.

1. Having examined all the tender documents, bidders must be able to offer all the services / works / goods outlined within this tender pack. Bidders must treat the details of the tender and documentation as private and confidential.
2. Although care has been taken in preparing the tender, no representation, warranty or undertaking, expressed or implied in respect of any information, statement or comment is or will be made and no responsibility or liability will be accepted by the Bernicia Group, its employees, servants, agents or advisors as to the accuracy or completeness of the tender or any other written or oral information made available to any interested party or its advisors.

Procurement timetable

1. The timetable for the [remainder of the] Procurement is set out in the following table (the Procurement Timetable). Deadlines for the submission of responses to Bernicia are shown in bold. Failure to meet these deadlines will result in a Supplier’s submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal.

| **Date(s) and time(s)** | **Procurement activity** |
| --- | --- |
| 26th June 2025 | Release of ITT  |
| 24th July 2025 | Deadline for clarifications |
| 4th August 2025 | Submission deadline for ITT |
| 5th August 2025 | Evaluation / Shortlisting |
| 12th August 2025 | Evaluation Outcome – Start of Standstill period |
| 22nd August 2025 | End of Standstill period  |
| 26th August 2025 | Contracts to be exchanged by |
| 29th August 2025 | Contract Start Date |

1. Please note that Bernicia reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

How to respond to this opportunity

1.

All communications regarding this tender should be done via the In-Tend e-procurement portal at <https://in-tendhost.co.uk/bernicia/>. In the event that this is not possible communications can be made to procurement@bernicia.com

Requests for clarification

1. Any requests for clarification relating to the Procurement must be submitted via the Portal, no later than the deadline in the Procurement Timetable at paragraph [15] above to allow Bernicia sufficient time to respond prior to the closing date for receipt of submissions. Bernicia will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.
2. Bernicia reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable at paragraph [15] above or submitted via any means other than the Portal.
3. If Suppliers identify a technical issue with the Portal, they should contact Bernicia without delay via the following contact point at:

procurement@bernicia.com

1. Where Bernicia considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and Bernicia's response, with the exception of those deemed confidential as provided below.
2. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to Bernicia at the time of the submission of that clarification request. Bernicia will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
3. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by Bernicia in the same manner as the original request or raise a new request to be treated as a non-confidential request for clarification.
4. It is the responsibility of each Supplier to monitor all clarifications issued by Bernicia. Bernicia accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

The assessment process and award criteria

The assessment will be done via an Open Tender as per the Procurement Act 2023. The Tender and the Supplier Selection Questionnaires will go out at the same time and there will be six weeks to complete and return the Tender responses and any associated documentation.

The tender will be assessed as follows:

The tender has been designed to assess the suitability of tenderers to deliver the contract requirements. In the event of none of the applications for the tender is deemed satisfactory or viable, the Bernicia Group, reserves the right to consider alternative procurement options.

An evaluation panel made up of Bernicia Group personnel and / or tenants will complete the evaluation of tenders in accordance with the criteria set out in the award questionnaire.

Each tender will be checked initially for compliance with all requirements of the tender.

Bernicia reserves the right to seek clarification from any bidder during the evaluation period. This may be in writing or by means of a clarification meeting. This is to help Bernicia in its consideration of their tenders.

Tenders will be evaluated using the following criteria.

|  |  |
| --- | --- |
| Quality  | 10% |
| Cost  | 70% |
| Social Value  | 20% |

**Scoring Quality**

Quality equates to 10% of the final total score of the award criteria and will be in the form of a sample survey / shapefile for both lots as relevant. This will be scored using the below scoring criteria.

Where a maximum word limit is provided, Bernicia Group will not evaluate any words over this limit.

 Each question will be scored using the below matrix, bidders will be required to score at least 6 points on each quality questions. Any bidders failing to do this will be disqualified from the process.

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| --- | --- |
| **Scoring** | **Response** |
|  2 | **Unacceptable** - The information required is either omitted or is inadequate and fundamentally fails to address the Bernicia Groups requirements and there is insufficient evidence / examples / information to support the proposal to allow the Bernicia Group to evaluate. The response gives no confidence that the tenderer can deliver this the contract.  |
|  4 | **Unsatisfactory** – The information submitted inadequately addresses one or more key point’s and / or includes inadequate evidence / examples / information to demonstrate that the Bernicia Groups requirements can be met. The response gives little confidence that the tenderer can deliver this contract.  |
|  6 | **Satisfactory**–Demonstration by the tenderer that they have a fair level of understanding and evidence in their submission, however the response shows inconsistencies to Bernicia Groups requirements and has some omissions of important factors or negative indications that reduce the extent to which the project aims will be achieved. |
|  8 | **Good** – Response addresses all key points well and includes good and adequate supporting evidence / examples / information, however there are minor inconsistencies. |
|  10 | **Excellent**– The level of detail and supporting examples gives a high level of confidence in the tenderer’s experience and ability to deliver the contract. The tenderer clearly has the potential to deliver and has provided evidence that all the Bernicia Group’s requirements can be met. |

**Scoring Price**

* 1. Price equates to 70 % of the final total score of the award criteria.
	2. Bernicia does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any tender submitted. Bidders are required to exclude excessive marketing material that does not directly address the requirements of the tender.

10.11 Bernicia will evaluate the tenders with the most advantageous tender achieving the highest value.

10.12 All subsequent Bidders will be scored in comparison to this bid.

**Scoring Social Value**

10.13 Social Value equates to 20% of the final total score of the award criteria.

10.14 Social Value will be scored as a Pass/Fail question as per the following statement:

 *“Please outline a statement of how your organisation would deliver Social Value to Bernicia’s communities as part of this contract”*

Appendix A: Procurement terms and conditions

Procedural requirements

1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at Bernicia’s sole discretion.

Central Digital Platform

1. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify Bernicia immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

Transparency

1. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve Bernicia taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
2. Where required, Bernicia will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by Bernicia for the specific purpose of assessing or assisting Bernicia in assessing the Supplier’s submission. In providing such information the Supplier consents to such disclosure.

Modifying the Procurement

1. Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of Bernicia (or any other person) to enter into a contractual agreement.
2. Bernicia reserves the right to cancel the Procurement at any point and/or to choose not to award any contract [or lot] as a result of this Procurement. [Any decision by the Authority not to award a lot does not prevent the Authority from awarding the remaining lots].
3. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, Bernicia is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.
4. Bernicia reserves the right at any time:
	1. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A
	2. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected
	3. to alter the Procurement Timetable for this Procurement [including the right to award different lots at different times]
	4. to rewind and re-run any part of the Procurement on the same or alternative basis
	5. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage

Confidentiality and publicity

1. Save to the extent made publicly available by Bernicia, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to Bernicia, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of Bernicia) to keep such information confidential.
2. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of Bernicia. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

Requirements on sub-contractors and consortium

1. If requested to do so by Bernicia, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

Conflicts of interest

1. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and Bernicia or its advisers. Suppliers must notify Bernicia immediately of any actual, potential or perceived conflict of interest.
2. In the event of any actual, potential or perceived conflict of interest, Bernicia shall in its absolute discretion decide on the appropriate course of action. Bernicia reserves the right to:

a. exclude any Supplier that fails to notify Bernicia of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists

b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with Bernicia. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process

1. Bernicia strongly encourages Suppliers to contact Bernicia as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Conflict assessments

1. Bernicia confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

Intellectual property

1. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

### Anti-competitive behaviour

1. Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
2. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
3. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Contract

1. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by Bernicia. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
2. The Supplier’s final tender submission must remain valid for acceptance for a period of 90 days from the date of its submission or until any procurement challenge/s have been resolved.

Supplier withdrawal

1. Suppliers may withdraw from the Procurement at any time before the final tender submission deadline by providing written notification to the Authority via the Portal.
2. In the event that a Supplier withdraws from the Procurement prior to the submission deadline for initial tenders, the Authority reserves the right (but shall not be obliged) to invite the next highest ranked Supplier that submitted a valid response to the invitation to participate but which attained a score that was not sufficiently high for it to be shortlisted, to be re-instated in the Procurement and invited to submit an initial tender.

Modifying your final tender

1. Suppliers may modify their submitted final tenders prior to the submission deadline. (Bernicia will not open final tenders until after the submission deadline set out in the Procurement Timetable.)

Supplier eligibility

1. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
2. Bernicia reserves the right to require any Supplier to provide such further information as Bernicia may require (and for the avoidance of doubt, Bernicia may make multiple requests) as to any issue addressed in the [ITP], including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
3. Bernicia must be notified in writing via the Portal promptly of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract so that Bernicia may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, Bernicia reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

### Supplier warranties

1. In responding to this invitation, the Supplier warrants, represents and undertakes to Bernicia that:

a. it understands and has complied with the conditions set out in this document

b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to Bernicia by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document

c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)

d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority

1. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

a. the Authority may exclude the Supplier from participating in this Procurement

b. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act

c. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages

d. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

### Third parties

1. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

Applicable law

1. The law of England is applicable to this Procurement.
2. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

Appendix B: The Authority’s detailed requirement

The Bernicia Group wish to appoint contractors who can cover the geographical area from Northumberland to Teesside to undertake tree maintenance work (Lot1) and tree surveys (Lot 2). This will be to all Bernicia owned trees on its communal land sites. Ideally, we would like the contracts to have an office within the North East region that Bernicia operates in.

The Bernicia Group are responsible for the upkeep and preservation of its trees, to keep its trees in a safe and healthy condition and to ensure that the trees form an important aspect of any housing development or sheltered housing scheme.

Geographically from Berwick to Teesside we have **approximately** 4300 Individual Trees and 332 Groups of Trees.

**Lot 1** The work will involve all aspects of maintenance of trees including (but not limited to): limb/branch removal, pruning, removal of suckers and epitomic shoots, crown lifting, thinning and reduction, re-pollarding, removal of deadwood, felling stump removal of soft and hard areas, poisoning of stumps and roots, root pruning, basic tree inspection, climbing inspection and possibly tree planting.

Monthly contract management meetings would be required at Bernicia offices to ensure KPI’s are met and to discuss the projected programme plan. This should include a monthly maintenance report manged by the successful bidder.

**Lot 2** - Contractors must be able to undertake a tree inspection and survey service in response to enquiries received by Bernicia and to be able to report back findings within a time scale set by Bernicia. Ensure that the cyclical programme is maintained and adhered to following the timelines set by Bernicia. **This will be a 5-year cyclical programme.**

Due to the health and safety implications of managing trees and the long term responsibility to carry out suitable tree works which will prevent irrevocable damage to trees, Bernicia requires suitably qualified contractors preferably who are members (or in the process of becoming a member) of a recognised trade association such as the Arboricultural Association or ISA certified arboriculturalists so to provide the highest standard of tree care and value for money. Contractors will be required to provide suitably qualified staff with relevant certifications and have access to the necessary specialised equipment required for the work.

Contractors must ensure all staff comply with statutory requirements concerning the relevant health and safety regulations and other legislation and codes of practice which covers the maintenance and care of trees, the safe use of equipment, especially when using a chain saw, stump grinder and wood chipper.

Contractors will be required to carry out tree operations and safety precautions in accordance with BS3998 (2010) and BS5837 (2012) and any other British or European standards which cover the maintenance and preservation of trees. The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act 1974 and The Management of Health and Safety at Work Regulations 1999 and all other Acts and Regulations in respect of the work comprised in this Contract.

Throughout the term of the contract, the contract must get permission from the Local Authority if there is a preservation order on the trees.

Contractors need to provide a standard day rate quotation in relation to the described works.

Contractors for Lot 1 must be able to provide a comprehensive out of hour’s rate for tree maintenance service to cover emergency tree works which includes weekends and bank holidays.

Contractors must be able to provide a smooth-running tree maintenance service in

peak times such as tree works brought about by adverse weather conditions such as heavy winds.

Contractors should note that these works would not be carried out in resident’s gardens unless otherwise specified by Bernicia.

Contractors advise of any potential increases relating to the contract by the end of December, which would be in place by the beginning of April. Please note that when cost exceeds expectations, Bernicia reserves the right to cancel the contract.

The workmanship must be of an acceptable standard, which will be verified by the Bernicia Group after the first contract is fulfilled. The Contractor is responsible for providing all relevant equipment and maintaining it to a good, safe and legal standard, to carry out the works.

For both lots we would require reports of the shapefile of the trees updated monthly to feed into our GIS system. Contractors can use whichever system they prefer to achieve this.

The Contractor is required to have insurance in place to cover the work through the contract period. The Contractor shall indemnify Bernicia against any claim or proceedings for any injury or damage to any property or persons or animals, as a result of negligence, poor workmanship or failure to notify Bernicia Group of any action likely to cause injury or damage to a third party.

|  |  |  |
| --- | --- | --- |
| **Operation Nº.** | **Title** | **Specification** |
| 1 | Clear/unrestricted fell | Clear Felling shall consist of removal of the complete tree to ground level in one operation leaving the tree structure intact. The Contractor shall be fully responsible for any claims which arise as a result of the wrong tree being felled or as a result of clear felling works. Trees to be felled will normally be marked by the Bernicia Group. |
| 2 | Clear/unrestricted fellLeave stem on site | As per operation Nº1Where instructed by the Bernicia Group, the stem should be left on site in the position in which it fell. |
| 3 | Sectional felling/restricted fell | Where instructed by the Bernicia Group, the Contractor shall fell the tree indicated in sections, ensuring the limbs and trunk are removed in a controlled fashion, either by the use of ropes involving sections which are no larger than can be controlled without causing damage, or by free fall in situations which are acceptable to the Bernicia Group. |
| 4 | Sectional felling/restricted fellLeave stem on site | As per operation Nº3Where instructed by the Bernicia Group, the stem should be left standing at a pre-arranged height. |
| 5 | Removal of uprooted or snapped tree | This operation shall consist of careful removal of an uprooted or snapped tree or trees from site and disposal of arisings as indicated. Unless otherwise instructed the stump(s) remaining shall be dealt with as instructed by the Bernicia Group. The Contractor shall replace displaced root plates and make good the surrounding area to the satisfaction of the Bernicia Group. |
| 6 | Removal of hung up tree(including windblown/hung up trees) | This operation shall consist of the careful dismantling in sections by use of ropes, winches, or other equipment as required, to ground level, of a partially-uprooted leaning tree. All arising are to be removed from site unless otherwise indicated by the Bernicia Group. |
| 7 | Stump killed via plug application | After felling, the stump shall be cut down flush with ground level. The Contractor shall apply a stump killer as directed by the Bernicia Group. |
| 8 | Stump removal via root grubbing | Grubbing shall consist of the complete removal of tree stumps and roots by hand, machine excavation or other means. All arisings shall be removed from site or disposed of as directed by the Bernicia Group. The Contractor shall backfill the resultant hole to the level of the surrounding ground surface, with imported top soil which complies with BS3882 Specification for Top Soil and has been approved by the Bernicia Group. |
| 9 | Stump removal via root grinding | This will be the most usual method of stump treatment. After felling, the stump shall be cut down flush with ground level. The Contractor shall grind the whole stump and root plate out to a depth of no less than 500mm below ground level. All arisings shall be removed from site or disposed of as directed by the Bernicia Group. The Contractor shall back fill the resultant hole to the level of the surrounding ground surface, with imported top soil which complies with BS3882 and has been approved by the Bernicia Group. This must also comply with HSG47 for Utility searches. |
| 10 | Crown reduction | This operation shall involve shortening each branch forming the crown of the tree to form a reduced crown spread and height. When instructed by the Bernicia Group the Contractor shall shorten such branches by the percentage specified in the Schedule of Rates, making cuts at suitable points to retain as far as possible the natural form of the species. During the course of crown reduction, the Contractor shall combine with it the operation of removal of all dead wood as a routine operation. All cuts shall be made to avoid damage to the bark ridge or bark collar of a retained branch. Where heavy limbs are to be removed or reduced, this will be carried out in sections and by the use of ropes where necessary. |
| 11 | Removal or individual branches | This operation shall involve the removal of individual specified whole branches back to a growing point. Final cuts shall avoid damage to the branch collar or bark ridge. Heavy branches should be removed in sections and by the use of ropes where necessary, as directed by the Bernicia Group. |
| 12 | Reduction of individual branches | This operation shall involve the reduction of individual specified limbs by the amount specified, final cuts to avoid damage to the branch collar or nearest suitable growing point. |
| 13 | Removal of dead wood | When instructed by the Bernicia Group, the Contractor shall remove from the tree all dead wood, diseased wood, dying or fractured limbs, broken branches, stumps of branches left from previous or poor pruning, dead climbing plants and rubbish, ropes, litter or weeds accumulated in forks or snagged on parts of the crown. |
| 14 | Removal of major deadwood only (over 25mm diameter) | When instructed by the Bernicia Group, the Contractor shall remove all dead wood above 25mm diameter and any diseased or fractured limbs. |
| 15 | Removal of broken branches | When instructed by the Bernicia Group, broken or dead branches shall be removed back to sound, live wood and the final cut shall be made to the branch collar. Where the top of a tree has been broken, the Contractor shall similarly remove the broken stem back to sound live wood, ensuring that the final cut is a sloping cut made just outside the branch bark ridge. |
| 16 | Crown thinning | This operation involves the removal of a proportion of secondary and small live branch growth throughout the crown of the tree to produce an even density of foliage around a well-spaced and balanced branch structure. When instructed by the Bernicia Group, the Contractor shall remove the percentage of whole branches, sub-branches, end of branches and trailing growths specified in the instruction. During the course of crown thinning, the Contractor shall combine with it the operation of removal of dead wood (as specified in Operation 10) as a routine operation. All final cuts shall be made in line with BS3998 (2010).  |
| 17 | Removal of basal/epicormic growth & suckers  | This refers to the removal of all suckers and epicormic growths (i.e. water shoots or frith) from the trunk and main branches to the height specified on the instruction, or to the height where the crown breaks into secondary branches, whichever is greater. When instructed by the Bernicia Group, the contractor shall remove epicormic shoots to the main stem or branch, and suckers to a point as close to ground level as possible. When removing epicormic growths, care must be taken to avoid tearing the bark. Epicormic growths and suckers must not be removed by chain saw or other powered tools or by polesaw. |
| 18 | Crown lifting | The object of this operation is to increase the headroom below the crown of the tree by removal of lower branches or those parts of branches which extend below the height specified in the instruction. In some instances the Bernicia Group may instruct the removal of branches overhanging a particular area only. All branches removed in this operation shall be cut back to the main stem or parent branch and shall be made to the branch collar. |
| 19 | Cable bracing | Unless expressly requested by the Bernicia Group, only non-invasive, flexible restraint systems are to be employed. All parts of the manufactured system should be secured strictly in accordance with the manufacturer’s recommendations.When invasive techniques are requested by the Bernicia Group, all materials shall conform to BS 462 Specification for Wire Made Grips and BS 2763 Specification for Round Carbon Steel Wire for Wire Ropes, Screw eyes shall only be used with the agreement of the Bernicia Group.Whichever system is employed, all individual components used should be compatible with each other and should have the strength and elasticity appropriate for the total load supported. All operations must be carried out in full accordance with the current BS3998. |
| 20 | Formative/Juvenile pruning or structural pruning | This pruning shall only be undertaken with a sharp arborist pruning saw, secateurs or loppers and shall include any of the following items. Removal of one stem from young trees having twin or multiple leaders to encourage a single well balanced leader.Removal of dead branches or suckers. Remedial pruning of weak, rubbing or crossing branches. Selective thinning and/or reduction of crowded or unbalanced branch structures. |
| 21 | Dead/dying/diseased/damaged tree removal | Dead, dying, diseased and damaged trees including the entire root system shall be removed by the Contractor as instructed by the Bernicia Group. Sites are to be re-instated immediately following removal, to the level of the surrounding ground surface with topsoil which complies with BS3882 and has been approved by the Bernicia Group. |
| 22  | Provision of a Mobile Elevating Work Platform (MEWP) | The Contractor shall provide a unit cost per hour for a suitable MEWP plus two certificated operatives. |
| 23 | Day work rates | The Contractor shall provide an hourly cost to supply either a 2 or 3 man team, comprising of a Climbing arborist, groundworker/s, truck and chipper as instructed by the Bernicia Group. |
| 24 | Emergency Rates | The Contractor shall provide an hourly cost to supply either a 2 or 3 man team, comprising of a climbing arborist, groundworker/s, truck and chipper. Such teams should be made available within an hour of the Bernicia Group’s initial contact. |
| 25 | Woodland rates(involving multiple felling of mixed size category trees and woodland understory) | The Contactor will provide an hourly rate to provide 2 chainsaw operators and where instructed by the Bernicia Group, a woodchipper for woodland, non-climbing operations. This will include such tasks as ride clearance, coppicing, birch scrub and rhododendron control, brushwood cutting, plantation thinning, felling and timber extraction.  |
| 26 | Tree Survey | The Contractor shall provide consultation surveys per the timeline provided by Bernicia. The contractor will provide examples of the surveys (need actual ones we require to be added) |

Appendix C: Service Levels, Service Credits and KPIs

These Key Performance Indicators (KPI’s) set out the agreed indicators to be provided by the Contractor to the Bernicia Group under the Tree Survey and Maintenance Contract.

The Key Performance Indicators (KPI’s) will be monitored, on a monthly, quarterly, and annual basis, or as the need arises following performance related issues. Some of the KPI’s and targets may change following discussion with the successful Contractors.

The KPI’s and targets are detailed in the table below. Please note KPI’s will be subject to change and are to be reviewed annually to meet Bernicia’s needs.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Objectives** | **Key Performance Indicators** | **Target** | **Frequency** | **Responsible Party** |
| Adherence to programme | Works/Surveys to be carried out to specification | 95% | Quarterly | Contractor |
| Quality Checks to be carried out  | 15% | Quarterly | Contractor  |
| Maximising Customer Satisfaction | Overall % of satisfaction | 95% | Monthly  | Both |
| No of formal complaints | ≤ 2 | Monthly by Bernicia | Bernicia |
| Upheld Complaints to be dealt with within 10 days. | 90% | Monthly | Contractor |
| Any issues to be reported to Bernicia within 1 working day | 95% | Monthly | Contractor |
| Supporting a Sustainable environment | % of products used to be environmentally friendly | 60% | Monthly | Both |
| Contractual | All documentation kept up to date (Inc Insurance docs & Risk Assessments) | 100% | Annually | Both |
| All works/surveys to be invoiced within thirty days.  | 97% | Monthly | Contractor |
| Commitment to Social Value | 100% | Quarterly | Bernicia |
| Reporting to be issued to Bernicia by the 15th of each month. To include shapefile reports | 100% | Monthly  | Contractor  |
|  | Contractors must have monthly review with service leads | 100% | Monthly | Both |

To achieve this, the selected Contractor will be expected to actively contribute to each of the following areas:

* Proactive involvement in an initial partnering workshop and/or task teams designed to:
* establish the partnering relationship,
* determine detailed procedures for the execution of the work,
* develop joint ownership of the contract including common goals and agreed targets,
* develop a mutually agreed dispute resolution process.
* Proactive involvement in task teams to develop the effective delivery of the work for example value management, customer care practices, management of performance etc. This may involve sub-contractors, other supply chain partners and stakeholders.
* Driving efficiencies to ensure that targets are met and exceeded for the Bernicia’s annual efficiency target, identifying cashable and non-cashable gains.
* The joint development and management of a risk register.
* Generating innovative ideas to bring about continuous improvements.
* Developing, and reporting against appropriate benchmarks and KPI’s.
* Contributing to the ‘core group’ responsible for the delivery of the service in line with the objectives and strategy. Customers will also be invited to participate in the core group as a key decision maker. The proposed structure for the core group and task teams is presented in the diagram below.

**Adherence to Programme**

All sites must be cleaned as per the frequencies outlined within the specification, the contractor must have a system in place for cleaners to “check in” and “check out” of sites. A system must also be in place to report to Bernicia when sites have not been attended within a reasonable time frame. It will be the responsibility of the contractor to provide these records monthly.

**Maximising Customer Satisfaction**

Bernicia may assess the level of customer satisfaction by conducting quarterly surveys with representative samples of tenants. The content of the survey will be available to the contractor for information and the results of each survey will be discussed with the contractor at the quarterly monitoring meetings.

All cleaning must be completed in line with the specifications provided, Bernicia reserve the right to alter specifications from time to time by giving the contractor at least 30 days’ notice. Where additional services are required, the contractor is permitted to request reasonable adjustments.

**Contractor**

The contractor is responsible for completing regular site checks to ensure that works have been carried out in line with the site specifications. Records must be kept of all site checks and outcomes recorded. Where sites have not been carried out to site specifications, steps must be put in place to rectify any problems immediately and site must be re-inspected within 10 days.

**Bernicia**

A representative of Bernicia must also be responsible for completing regular site checks to ensure that works have been carried out in line with the site specifications. Records must be kept of all site checks and outcomes recorded and reported to Contractor.

Tenant Involvement

Tenants will be involved in the review and development of standards and the monitoring of service delivery through:

• membership of the core group and task teams (as detailed above),

• reviewing standards and performance

• tenant inspections/ ‘mystery shoppers’

**Tenant satisfaction**

Tenant satisfaction with service is an important KPI against which the performance of Bernicia will be externally assessed. The Contractor is required to work with Bernicia and other stakeholders to ensure that:

• tenant satisfaction is monitored on a regular basis.

• any areas of concern are dealt with in a timely and appropriate way.

• KPI performance levels are kept under continuous review.

• Tenant satisfaction is maximised, and that all reasonable steps are taken to ensure continuous improvement.

Bernicia will collect data on tenant satisfaction using post completion questionnaires, telephone surveys and sample post inspections and devise in collaboration with the Client innovative approaches to the capture, analysis, and performance outcomes of customer satisfaction results. Developing clear links with customer comments and service improvement and delivery.

**Complaints**

All formal complaints must be acknowledged within 24 and responded to within 10 days.

**Supporting a Sustainable Environment**

Bernicia is committed to using recycled and environmentally friendly products where possible. Where products are supplied as part of this contract the contractor must work with Bernicia to regularly review this to ensure that products are sourced responsibly.

**Contractual**

**Documentation**

All documentation provided to Bernicia at the start of this contract must be kept in date, where documents expire, renewal documents must be provided within 30 days of the expiry date.

**Invoices**

Invoices must be accurate, in line with services completed and received promptly.

Where sites have not been attended no charges are to be applied to Bernicia.

Bernicia also reserve the right to apply financial penalties where service levels have dropped for periods of six weeks or more. Financial penalties will be proportionate to services paid for but not carried out.

**Social Value**

The contractor must adhere to any commitments made as part of a procurement exercise for Social Value.

**Reviews**

Regular meetings should be made to ensure a strong working partnership between both parties. These should include but not be limited to monthly operational meetings and quarterly strategic meetings. In all instances minutes should be made and records kept.

In the instance where the Contractor fails to meet 6 or more of these KPI’s within any rolling three-month period or consistently fails any of these KPI’s the contract can be terminated in line with Bernicia’s terms and conditions.

An annual review of this document will take place on each 12-month anniversary of the Contract. Any amendments, revisions must be done be done in writing and signed by both parties.

Appendix D: The draft contract terms

Appendix E: Glossary

| **Defined term** | **Definition** |
| --- | --- |
| Act | means the Procurement Act 2023. |
| Associated Suppliers | means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) Bernicia is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act). |
| Authority | means Bernicia |
| Central Digital Platform | means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692). |
| Competitive Flexible Procedure | means the competitive flexible procedure as defined by section 20 of the Act. |
| Contract | means the contract to be entered into by the Authority with the successful Supplier. |
| Key Performance Indicators or KPIs | means the key performance indicators (KPIs) set out in Appendix C. |
| Portal | means the [insert title of portal] portal used by the Authority for the purposes of this Procurement and which can be accessed here: [insert link to portal].  |
| Procurement | This Competitive Flexible Procedure procurement process. |
| Procurement Timetable | The timetable for this Procurement as set out in this document. |
| Service Credits | means the service credits set out in Appendix C. |
| Service Levels | means the service levels set out in Appendix C  |
| Supplier or Suppliers | means a supplier or suppliers (as the case may be) participating in the Procurement |
| Tender Notice | means the tender notice with reference [insert reference] published on [insert date] on the Central Digital Platform |

Appendix F: Form of tender

Dear Sir or Madam

Form of tender

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the [invitation to submit final tenders] supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

Included within this document are the following:

Checklist for tenderers

List all documents to be submitted.

| **Document number** | **Document name** | **Included (Y/N)** |
| --- | --- | --- |
|  | Appendix G: Certificate of non-collusion and non-canvassing |  |
|  | Appendix F: Form of tender |  |
|  | Appendix H: Health & Safety Questionnaire  |  |
|  |  |  |
|  |  |  |

**Note:** If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

[I/We confirm that I/we can supply the contract as specified in our response to the [invitation to submit final tenders] and in accordance with the financial model response submitted.]

[I/We confirm that we accept the terms of the draft Contract as issued with the Invitation to submit final tenders.]

I/We understand that Bernicia reserves the right to accept or refuse this [final tender] in accordance with the Procurement Act 2023 and/or the [invitation to submit final tenders].

I/We confirm that all information supplied to Bernicia and forming part of this [final tender] and any previous submissions is true and accurate.

I/We confirm that the Supplier, together with all Associated Suppliers:

• are registered on the Central Digital Platform

• have ensured their information contained on the Central Digital Platform is true and accurate

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Authority immediately and update such information should this be required.

I/We confirm that this [final tender] will remain valid for [Note: Insert time period the final tender should remain valid for] from the date of this form of tender or until any procurement challenge/s have been resolved.

[Note: This time period should also align with the date in the Procurement terms and conditions in Appendix A.]

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the [invitation to submit final tenders] and the draft Contract.

I/We understand that non-compliance with the requirements of the [invitation to submit final tenders] or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from (further) participation in the Procurement.

I/We agree that the Authority may disclose the Supplier’s information/documentation (submitted to the Authority during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

|  |  |
| --- | --- |
| **Signature** |  |

|  |  |
| --- | --- |
| **Name (print)** |  |

|  |  |
| --- | --- |
| **Position** |  |

|  |  |
| --- | --- |
| **Supplier name** |  |

|  |  |
| --- | --- |
| **Date** |  |

Appendix G: Certificate of non-collusion and non-canvassing

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of Bernicia in connection with this Procurement and the proposed award of the contract by Bernicia, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that Bernicia may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of Bernicia in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

Bernicia must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

1. communicate to any person, other than Bernicia, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation

2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by Bernicia or as to the amount of any offer submitted by them during the course of this process

3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract

4. commit any offence under the Bribery Act 2010

5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

In this certificate, the word ’person’ includes any person, body or association, corporate or incorporate and ‘agreement’ includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that Bernicia may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

|  |  |
| --- | --- |
| **Signature** |  |

|  |  |
| --- | --- |
| **Name (print)** |  |

|  |  |
| --- | --- |
| **Position** |  |

|  |  |
| --- | --- |
| **Supplier name** |  |

|  |  |
| --- | --- |
| **Date** |  |