Add NE Logo

**Standard Contract for Goods and/or Services - Order Form**

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| 1. **Purchase Order Number**
 | [**Insert** Customer's purchase order number  |
| 1. **Customer**
 | **Natural England,**  |
| 1. **Contractor(s)**
 | [**Insert** *Contractor’s name, registered address (if registered), and registration number (if registered),* |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:**Natural England** |
| 1. **The Agreement**
 | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[ ] **Services Only:**[x] **Good and Services:**[ ]  |
| **Goods** | The Goods are to be Delivered in accordance with the following instructions:Delivery Address: **Saltfleetby-Theddlethorpe Dunes National Nature Reserve,** **Sea View lane, Saltfleetby St Clements LN11 5TR**Delphine Suty 07500607713Date of Delivery: one instalment delivered by no later 31Dec 24 |
| **Services** | **Brief Methodology** Ground preparation through scrub removal (c.1ha) and for installation of a new fence line (not included in specs) c.350 metres x 4 metres wide by root pulling, chain sawing and burning on the brash. The contractor is to advise the best suitable route, and the map location is only an indication of the preferred lineWhen pulling the root is unsuitable due to access limitation, softening of the ground or protected species presence (badger/bat) the contractor will chainsaw and remove to burn or leave it in situ if agreed by Natural England. Piling brash and burning in a burn pit dug by contractor at a location confirmed by NE and methodology provided at submission. The contractor is to commission an Explosive Ordnance Disposal (EOD) engineer to carry out a watching brief. The contractor must meet on the site with Natural England prior to quoting for this work The contractor will advise what is their preferred vehicular access route, vehicle must be low ground pressure.  An Ecological Clerk of Work (ECoW) will be employed by the contractor for this work. Badger present in the areaThe work will be undertaken in a public access zone, the contractor must provide signage, bank’s person at entry. Contractor to attend a site induction and sign the site rules and to inform Natural England of their working parternAccess ruts created by the contractor whilst on site must be rolled out and any damage to the site infrastructure replaced like for like by the end of works, subject to Delphine Suty’s approval.To be performed at **to adder to the site induction and site rules. Contractor will provide their own welfare facilities***To visit the site with NE staff present prior to quotation*Monday to Friday, must consult NE staff to work weekend |
| 1. **Start Date**
 | **As soon as the Purchase Order has been received by the contractor and not later than 1st Dec 24** |
| 1. **Expiry Date**
 | **works may last for a period of 4 weeks contractor must have finished work by 31 Dec 24** |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out [below ***[insert details]*** / in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made to the contractor when the project has been completed and approved by Delphine Suty Senior Reserve Manager.**Contractor will send to** **APinvoices-NEG-U@gov.sscl.com** **and copy** **dephine.suty@naturalengland.org.uk** **the final invoice bearing the Purchase Order Number.****Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact the Authority’s Authorised Representative(s)****Conditions applying to the RFQ****You should examine your response to the RFQ and related documents ensuring it is complete prior to submitting your completed quotation.** **Your quotation must contain sufficient information to enable the Authority to evaluate it fairly and effectively. You should ensure that you have prepared your quotation fully and accurately and that prices quoted are arithmetically correct for the units stated.****The supplier by submitting a quotation is deemed to accept the terms and conditions in the RFQ. Failure to comply with the instructions set out in the RFQ may result in the supplier’s exclusion from this procurement.****Acceptance of Quotations****By issuing this RFQ the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a quotation.****Costs****The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your quotation, even if the Authority amends or terminates the procurement process.****Mandatory Requirements****The RFQ includes mandatory requirements and, if you do not comply with them, your quotation will not be evaluated.** **Clarifications****The Authority reserves the right to discuss, confidentially, any aspect of your quotation with you prior to any award of Contract to clarify matters.****Amendments** **The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you in writing and may extend the deadline for receipt in order to give you a reasonable time in which to take the amendment into account.****Conditions of Contract****The terms and conditions attached Condensed Terms and Conditions (see Appendix 1) will be included in any contract awarded as a result of this RFQ process. The Authority will not accept any material changes to these terms and conditions proposed by a supplier.** **Specification****The Authority is Natural England. The Authority’s priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information about the Authority can be found at Natural England** |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | A sum equal to £5,000,000 |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | The Customer has chosen Option [**A][B(Default Option)][C**] in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.***Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.***[**https://www.gov.uk/government/publications/natural-england-terms-and-conditions-for-goods-and-services/8f6ae1d5-b70d-44cf-9ec6-ec766dfc27b0**](https://www.gov.uk/government/publications/natural-england-terms-and-conditions-for-goods-and-services/8f6ae1d5-b70d-44cf-9ec6-ec766dfc27b0) |
| 1. **Progress Meetings and Progress Reports**
 | Not applicable |
| 1. **Address for notices**
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| --- | --- |
| **Customer:** | **Contractor:** |
| [**insert *nameand address of Customer***]Attention: [**insert *title***]Email: [**insert *email address***] | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
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| 1. **Key Personnel of the Contractor**
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| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement: **Natural England - Quote evaluation criteria**

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| --- | --- |
| **Activity** – scrub clearance and disposal and fence line ground creation | Weighting 100 % |
| **Environmental Management, Wildlife and Natural Features*** Environmental impact and biosecurity evidence that your operation will minimise damage to the site. Include your refuelling methodology, your COSHH storage when one site
 | 20 |
| **Value** -Total cost of the project exclusive of VAT * Project duration - project must be completed by the end of Feb 25
* Project methodology
* Having met delphine suty prior to quoting
 | 60 |
| **Please supply with your quote:** * 2 references of similar projects that you have managed
* Policies/certificates: VAT registration; Public Liability Insurance.
* Operator competence certificates for operating the machinery
* RAM
 | 20 |

**Quotation Submission**Your quote will be evaluated on what evidence you have provided.1. **Wildlife and Natural Features -** How will you avoid critical and irreversible environmental damage to wildlife and natural features and minimise general damage to ecology on site (such as changes to water quality; destruction of places inhabited by plants and animals; interruptions to the movement of wildlife; non-target species damage through trampling by people or vehicles)?

Biosecurity. Plant and animal diseases, pests and invasive non-native species (INNS) can be spread between and within sites by visitors. Contractors must take adequate biosecurity precautions to ensure that the risk of spreading disease, pests and INNS is minimised i.e., vehicles, equipment and clothes (particularly boots) must be clean before entering the site and cleaned again before leaving. Vehicles, equipment and clothes must be free of loose mud and plant debris and, as far as possible, free of water (for example, boats should be drained).These basic precautions should be carried out as a matter of routine, but some sites may require additional biosecurity measures. The contractor must demonstrate an understanding of biosecurity risks in general, and of the good practice measures that will minimise risks from any specific threats they are informed of.Please provide details of your policies/procedures regarding biosecurity and delivery of this project.1. **Business continuity** a site base relevant and actual risk assessment that will take into consideration how you will minimise the risk to yourself and other of contraction or spreading C19
2. **Prices** must be submitted in pound sterling, inclusive of VAT.

**References -** Provide references from previous works where sustainability was integrated throughout delivery |
| 1. **Special Terms**
 | N/applicable |
| 1. **Additional Insurance**
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| 1. **Further Data Protection Provisions**
 | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:**Yes:**[ ] **No:**[x]  |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: [**Insert** name] [**Insert** job title] | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions’

**Appendix 2: Specification/Description**

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

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|  |   |
| **[XXXX]** |
| **Contract:** |
| **Date:** | **[XXXX]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data |  |
| Subject matter of the processing |   |
| Duration of the processing |   |
| Nature and purposes of the processing |   |
| Type of Personal Data |   |
| Categories of Data Subject |   |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data |  |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement |  |
| Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach |  |