Add NE Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | *To be confirmed* | |
| 1. **Customer** | Natural England  Delivery address to be confirmed on contract award. | |
| 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:  N/A | |
| 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:**  **Good and Services:** |
| **Goods** | Description: as set out in Appendix 2 – Specification  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address: To be confirmed on contract award  Date of Delivery:   |  |  |  |  | | --- | --- | --- | --- | | Reference | Deliverable | Number required | Date of Completion | | V&L 1 | Apple iPad Wi-Fi + Cellular 10th generation tablet, 64GB and Waterproof rugged case. | 45 | Within 4 weeks of contract start date. | | S1 | Apple 11-inch iPad Pro Wi-Fi + Cellular (5G) 4th Generation tablet, 128 GB | 15 | By 14th June 2024 |   Packaging Instructions: ***see section 18 of the Order and clause 16.2.9 of the terms and conditions.***  Additional Delivery Instructions: *To be confirm on contract award.*  Warranty Period: ***Insert warranty period.*** |
| **Services** | None. |
| 1. **Start Date** | ***02/03/2024*** | |
| 1. **Expiry Date** | ***01/09/2024*** | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. | |
| 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 **B** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. | |
| 1. **Progress Meetings and Progress Reports** | Not applicable. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Natural England  Attention: [**insert *title***]  Email: [**insert *email address***] | [**insert *name and address of Contractor*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement:  The Customer’s security / data security requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  The Customer’s additional sustainability requirements are: ***Contained in Appendix 2 – Specification*** | |
| 1. **Special Terms** | ***None.*** | |
| 1. **Additional Insurance** | None. | |
| 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:** | |

|  |  |
| --- | --- |
| 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**

**Contract for the supply of iPads for England Ecosystem Survey**

**For Vegetation & Landscape (V&L) surveys:**

* 45 x Apple iPad Wi-Fi + Cellular 10th generation tablet, 64GB
* 45 x Waterproof rugged case (slim fit)
* For Soils (S) Surveys:
* 15 x Apple 11-inch iPad Pro Wi-Fi + Cellular (5G) 4th generation tablet, 128 GB
* 15 x Waterproof rugged case (slim fit)

**Timescales**

The 45 x V&L iPads are required within 4 weeks of contract start date although our preference would be as soon as reasonably practicable.

The 15 x Soils iPads are required by 14th June 2024.

**Sustainability**

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the

Contracting Authority’s objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

|  |  |
| --- | --- |
|  |  |
| **[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 |  |