Add NE Logo

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

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| 1. **Purchase Order Number** | To be confirmed once awarded | |
| 1. **Customer** | Joe Davies,  Senior Reserves Manager,  Natural England,  Castle Eden Dene National Nature Reserve  Stanhope Chase,  Peterlee,  County Durham,  SR8 1NJ | |
| 1. **Contractor(s)** | TBC | |
| 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:**  **Good and Services:** |
| **Goods** | The required minimum specification for the vehicle is as follows:   * NEW ISEKI TH5370HST TRACTOR (or similar) DIESEL ENGINE AIR CON CAB 2X DA REAR SPOOLS, * FRONT WEIGHT FRAME & WEIGHTS * TYRES NEED TO BE SUITABLE FOR USE ON BOTH GRAVEL AND GRASS (minimal damage to grassland sward - possibly 50/50 hybrid tyre) * NEW SIDE ARM FLAIL C/W MOTION CONTROLS & 1M FLAIL HEAD   The Goods are to be Delivered in accordance with the following instructions:  Delivery Address:  Joe Davies,  Senior Reserves Manager,  Natural England,  Oakerside Dene Lodge  Castle Eden Dene National Nature Reserve  Stanhope Chase,  Peterlee,  County Durham,  SR8 1NJ  07803228414  Date of Delivery: **before 30-03-2025**  Packaging Instructions: Natural England is the public sector organisation responsible for the conservation, enhancement, and management of the natural environment across the whole of England. Although the environment is our primary concern there is also a social dimension to our work, through our relationships with suppliers and the local communities in which we operate. We are therefore committed to understanding and managing the environmental and social impacts of our operations, including the procurement of goods and services.  The successful respondent for this request for quote will be required to provide a copy of their environmental policy and evidence of any environmental or sustainability accreditation schemes that they hold. Natural England is committed to minimise our environmental impact and deliver community benefits through better selection and improved usage of products and services.  Additional Delivery Instructions: *N/A*  Warranty Period: **Appropriate documentation would be expected with the vehicle/ kit as well as a good level of warranty period.** |
| **Services** | None |
| 1. **Start Date** | ASAP after contract awarded | |
| 1. **Expiry Date** |  | |
| 1. **Charges** |  | |
| 1. **Payment** | Payments will be made to:  **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)** | **The default level of liability is £5m and this is reflected in clause 13.2.1** | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Joe Davies 07803228414  or, in their absence,  Paul Shepherd 07789654360 | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  Joe Davies 07803228414  or, in their absence,  Paul Shepherd 07789654360. | |
| 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.  Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.  Option B reflects a more standard position on ownership of IPRs and should be considered the default option. This should be used where the Customer should retain ownership of any New IPR and ensure that the Contractor cannot use it outside of Agreement delivery. | |
| 1. **Progress Meetings and Progress Reports** | Not applicable | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Natural England  Oakerside Dene Lodge  Stanhope Chase  Peterlee  SR8 1NJ  Attention: Joe Davies  Email: joe.davies@naturalengland.org.uk | Attention  Email: | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** | N/A | |
| 1. **Special Terms** | N/A | |
| 1. **Additional Insurance** | N/A | |
| 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:** | |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:  Joe Davies  Senior Reserve Manager | Name: |
| Date: 15-11-24 | 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**

**Machinery Specification**

The Castle Eden Dene NNR team has a requirement for a new ISEKI (or similar) compact tractor and a side-arm flail to access the gorge woodland of Castle Eden Dene NNR, to cut back the branches that are overhanging footpaths.

The vehicle will need to be small with a low centre of gravity due to the narrow paths and steep inclines on site. The flail will be operated close into the cab (not on an extended reach). The tractor will also be required to tow trailers and operate a backhoe. The tractor will also work on sensitive grassland sites and must be able to be transported on the back of a 16x7ft trailer.

The required minimum specification for the vehicle is as follows:

* NEW ISEKI TH5370HST TRACTOR (or similar) DIESEL ENGINE AIR CON CAB 2X DA REAR SPOOLS,
* FRONT WEIGHT FRAME & WEIGHTS
* TYRES NEED TO BE SUITABLE FOR USE ON BOTH GRAVEL AND GRASS (minimal damage to grassland sward - possibly 50/50 hybrid tyre)
* NEW SIDE ARM FLAIL C/W MOTION CONTROLS & 1M FLAIL HEAD

Appropriate documentation would be expected with the vehicle/ kit as well as a good level of warranty period. Options for servicing packages would also be required.

**Prices**

Prices must be submitted in £ sterling.

**Quote format**

The quote provided should be kept in a simple format specifying the make, model and specification of the vehicle along with a statement of price and VAT. Details of availability/timeframe and delivery should also be included.

Any extras should be itemised with separate prices and VAT for each item.

Quote for service should be included with a minimum service cover of three years if possible.

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

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| **Contract:** |
| **Date:** |  |
| **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 |  |