Add NE Logo

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

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | To be confirmed once awarded |
| 1. **Customer**
 | Joe Davies,Senior Reserves Manager,Natural England,Castle Eden Dene National Nature ReserveStanhope 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:**[x] **Services Only:**[ ] **Good and Services:**[ ]  |
| **Goods** | **CONTRACTOR FLAIL COLLECTOR** with the following required minimum specification * Front feeder plate – assists with intake of tall material.
* Wheeled height adjustable – to enable a cutting height of around 300mm.
* Hi-tip ability for loading material into trailers.
* Safeguards to reducing the risk of damaging the machine from hitting unknown and unseen obstacles.
* Suitable cutting heads for work detailed above.
* Gearbox with overrun clutch to avoid damage to gearbox or tractor.
* Three-point linkage mounted.
* HD rotor bearings to withstand shock loads to the rotor in tough environments.
* HD Side Skids to help follow the ground and reduce damage to the machine
* Appropriate documentation would be expected with all kit, as well as a good level of warranty period. Options for servicing packages would also be required.

The Goods are to be Delivered in accordance with the following instructions:Delivery Address: Joe Davies, Senior Reserves Manager,Natural England,Oakerside Dene LodgeCastle Eden Dene National Nature ReserveStanhope Chase,Peterlee,County Durham,SR8 1NJ07803228414Date 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 07803228414or, in their absence, Paul Shepherd 07789654360 |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be Joe Davies 07803228414or, 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 EnglandOakerside Dene LodgeStanhope ChasePeterleeSR8 1NJAttention: Joe DaviesEmail: 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:**[x]  |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: Joe Davies Senior Reserve Manager | Name:  |
| Date: 06-12-24 | 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 small heavy duty contractor flail collector for use on its suite of reserves, to help with the effective management of grassland restoration projects on grassland SSSI.

Ideally the mower will be suitable for use with a compact tractor and have the option of wheels to support the unit whilst cutting. Note: there is a requirement for the machine to be able to cut vegetation at a height of around 300mm, hence the need for supporting wheels (the mower will only be operated at 300mm when used for cutting the seedheads of invasive tall grasses or when topping thistles), this is to avoid damaging the sensitive herb layer.

The mower will primarily be used for sensitive grassland works in the summer months to control invasives, however in the winter we will require it to remove gorse and other woody stems, as well as general grass cutting where grazing intervention is not possible.

Wheels or similar are desirable, to allow for elevated cutting and supporting the machine when cutting on uneven ground (to prevent bouncing). Note both wheel design and weight of machine may also be taken into consideration when awarding the contract as the grasslands are sensitive and rutting of sensitive grassland needs to be kept to a minimum.

The required minimum specification for the machinery is as follows:

* Front feeder plate – assists with intake of tall material.
* Wheeled height adjustable – to enable a cutting height of around 300mm.
* Hi-tip ability for loading material into trailers.
* Safeguards to reducing the risk of damaging the machine from hitting unknown and unseen obstacles.
* Suitable cutting heads for work detailed above.
* Gearbox with overrun clutch to avoid damage to gearbox or tractor.
* Three-point linkage mounted.
* HD rotor bearings to withstand shock loads to the rotor in tough environments.
* HD Side Skids to help follow the ground and reduce damage to the machine
* Appropriate documentation would be expected with all kit, as well as a good level of warranty period. Options for servicing packages would also be required.

**Additionally**: information you will need to detail/ supply will include:

* Min Tractor HP required to operate
* Machine weight
* Minimum lift needed to operate
* Cutting width
* Carrying capacity of cut material

We are looking for the successful supplier to provide the specific equipment detailed above. Quoted costs are to include any charges for delivery and set up of the machinery upon delivery. Potential suppliers are to provide information regarding warranty and maintenance within their submission. Equipment is to be delivered to: Castle Eden Dene National Nature Reserve, Stanhope Chase, Peterlee, County Durham, SR8 1NJ.

**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**

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