Add NE Logo

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

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| 1. **Purchase Order Number** | *To be confirmed when contract is awarded* | |
| 1. **Customer** | Natural England | |
| 1. **Contractor(s)** | *Contractor’s name, registered address (if registered), and registration number (if registered),to be confirmed when contract is awarded*  *(Companies House* [*website*](https://find-and-update.company-information.service.gov.uk/) *to obtain or validate details of incorporated entities once known)* | |
| 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** | Final Report as specified in Appendix 2 – Specification / Description |
| **Services** | Review of historical paperwork, site visits, surveys, collection of data, data analysis, evaluation of information, options appraisal, professional advice, client and partner liaison as set out in Appendix 2 – Specification / Description |
| 1. **Start Date** | 15th November 2024 | |
| 1. **Expiry Date** | 28th March 2025 | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out Appendix 3 – Charges. *Will be inserted when tender has been accepted and charges agreed.* The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made in pounds sterling, by BACS transfer, via the Purchase Order system, 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  Julie Merrett – Senior Officer, Wessex National Nature Reserves  julie.merrett@naturalengland.org.uk  or, in their absence,  Tez Otter – Senior Reserves Manager, East Dorset National Nature Reserves  tez.otter@naturalengland.org.uk | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  *To be inserted when contract has been awarded*  [**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 (Default Option)** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. | |
| 1. **Progress Meetings and Progress Reports** | * The Contractor shall attend progress meetings with the Customer every 2 weeks * The Contractor shall provide the Customer with progress reports during the client reviews every 2 weeks | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Natural England  Attention: Julie Merrett  Email: Julie.merrett@naturalengland.org.uk | [**insert *name and address of Contractor once appointed*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | | ***[To be inserted once contract is awarded]*** | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement:  All relevant policies and procedures have been outlined in the Guided Buying Request for Quotation document. | |
| 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**  *To be signed after contractor has signed following award of contract* | Signed for and on behalf of the **Contractor**  *To completed and signed following award of contract* |
| Name:  Julie Merrett  Senior Officer, Wessex National Nature Reserves | 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**

Final report to include fulfilment of the objectives of the project specification:

* A review of historical paperwork related to the site. Historical paperwork will be provided by Natural England, the Environment Agency and Dorset Council as appropriate (note some content may not be readily released due to GDPR and Security Classifications).
* Undertake site visits as necessary, advise what additional sampling and site surveying might be required based on the review of existing paperwork.
* Any additional bolt-on survey and sampling contracts/costs will be at the discretion of Natural England and must be agreed in writing prior to being undertaken.
* The first two bullet points shall inform a preliminary risk assessment and conceptual model of the site. Analysis, description and summary of all potential Sources, Pathways and Receptors related to the site and its contamination.
* Liaise with the Environment Agency and Dorset Council as necessary.
* From the RA and Conceptual model, determine where to target site investigation to establish the presence and extent of contamination, to include estimates of volume wherever possible.
* Structural assessment of current condition of existing sea wall and its projected life-time (assuming it is still in condition to protect the site) in view of its current condition and predicted sea level rise.
* Identification of the risks and their significance, including on the protected sites adjacent; both marine and land and their associated Protected Species, industries, and any other likely or possible Receptors as identified by the analysis.
* Evaluation of these risks to the environment, protected species and future site users, to include assessment of any future potential for public access.
* Conclude whether the site should be formally declared a contaminated site so that the Part IIA process can be begun if necessary.
* Provide a comprehensive options appraisal derived from the prior analysis in order to:
* Advise on what future steps may need to be taken to make the site safe in the short, medium and long term. In particular, if it possible to break the pollutant linkages or reduce the assessed risk so that there is no longer a possibility of significant risk.
* Advise on what, if any, actions could be taken to remediate the site to the extent that its status as a risk could be removed completely or made negligible, with an associated analysis of limitations of each action being reasonably practicable.
* Estimate Rough Order of Magnitude (ROM) costs for all recommended and/or potential options to inform a cost-benefit analysis, taking into consideration the nature of access to and from the site.
* All to be presented in a final written report.

**Appendix 3: Charges**

*Will be inserted when tender has been accepted and charges agreed.*

**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 |  |