Add NE Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | To be confirmed. | |
| 1. **Customer** | Natural England. | |
| 1. **Contractor(s)** | To be confirmed. | |
| 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** | A breeding bird survey and report of the North Thames Estuary & Marshes area.  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address: Jonathan Bustard, Natural England, c/o Mail Hub, Worcestershire County Hall, Spetchley Road, Worcester, WR5 2NP. Phone 07721 783366. Email Jonathan.bustard@naturalengland.org.uk  Date of Delivery: Survey to be delivered in instalments as follows:   * Contract award 1st February. * Draft report & initial GIS outputs: 30th August (50% milestone) * Final report & final GIS outputs: 30th September (100% milestone). * Contract ends: 31st October.   Packaging Instructions: N/A  Additional Delivery Instructions: Field work is described in the Request for Quote pack, and is outside of normal office hours.  Warranty Period:N/A |
| **Services** | None. |
| 1. **Start Date** | 1st February 2024 | |
| 1. **Expiry Date** | 31st October 2024 | |
| 1. **Charges** | To be confirmed via procurement tendering process. | |
| 1. **Payment** | Natural England will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award. The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. Payment of 50% of the total contract value will be made on receipt of a detailed invoice following completion (to the satisfaction of the Natural England Nominated Officer) of the field work and draft GIS outputs. The remaining 50% of the total contract value will be made on receipt of a detailed invoice following completion (to the satisfaction of the Natural England Nominated Officer) of all the milestones detailed above, and formal acceptance by them of the specified outputs i.e. final reports. All invoices should be dated no later than 31st October 2024.  It is anticipated that this contract will be awarded for a period of 37 weeks (~ 8.5 months) to end no later than 31st October 2024. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition. | |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)** | To be confirmed on appointment of contractor. | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Jonathan Bustard, [Jonathan.bustard@naturalengland.org.uk](mailto:Jonathan.bustard@naturalengland.org.uk), 07721 783366  or, in their absence,  Lotty Coupat, [lotty.coupat@naturalengland.org.uk](mailto:lotty.coupat@naturalengland.org.uk), | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  TBC on appointment of contractor  or, in their absence,  TBC on appointment of contractor | |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses** | All data captured and produced shall be fully owned by and copyrighted to Natural England. This shall include any intellectual property rights that might otherwise impede on Natural England’s usage and data sharing of the outputs. Natural England may share any project outputs with third parties including for the purposes of additional analyses outside the final scope of any contract awarded against this statement of requirements. Any data supplied by Natural England to potential bidders and the successful contractor are for use in this project only and should not be retained once the bidding process (for unsuccessful bidders) or project (for the successful contractor) has been completed. In addition, neither bidders nor the successful contractor must pass such data on to any third parties unless with explicit prior permission from Natural England. The contractor is responsible for ensuring that all products submitted are of a satisfactory standard. The Natural England Nominated Officer may undertake a QA review of all project deliverables prior to approving subsequent payment for the work. | |
| 1. **Progress Meetings and Progress Reports** | A project inception meeting shall be held w/c 5th February.  A survey protocol and schedule shall be submitted by 9th February.  Teleconferences shall be held after each survey visit.  A draft report including initial GIS outputs shall be submitted by 30th August.  A teleconference to discuss feedback on the draft report shall be held w/c 16th September.  A final report and final GIS outputs shall be submitted by 30th September.  A wash up meeting shall be held in mid-October. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Natural England  Attention: Jonathan Bustard  Email:  Jonathan.bustard@naturalengland.org.uk | TBC on appointment  Attention: TBC  Email: TBC | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | | **TBC on appointment** | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement: The Customer’s **Staff Vetting** Procedures are: set out in Annex 1: Mandatory Requirements of the Request for Quote pack. The Customer’s **security / data security** requirements are: set out on page 5-6 of the Request for Quote pack.  The Customer’s additional **sustainability** requirements are: set out on page 6 of the Request for Quote pack.  The Customer’s **equality and diversity** policy/requirements and instructions related to equality Law is set out on page 6 of the Request for Quote pack.  The Customer’s **health and safety** policy is: site specific Risk Assessment Method Statement (RAMS) to be agreed with the contractor upon appointment. | |
| 1. **Special Terms** | No special terms have been identified at this stage. | |
| 1. **Additional Insurance** | No additional bespoke insurance beyond industry best practise is required. | |
| 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**

The Specification of Requirements can be found in Section 2 of the Request for Quote pack.

**Appendix 3: Charges**

To be confirmed on appointment of contractor.

**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 |  |