Add NE Logo

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

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| --- | --- |
| 1. **Purchase Order Number**
 | [**Insert** Customer's purchase order number  |
| 1. **Customer**
 | [**Insert** Customer’s name and address |
| 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:[**Insert** Defra Group members who are to be receive the benefit under the Agreement or 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:**[x] **Good and Services:**[ ]  |
| **Goods** | None.  |
| **Services** | In order to facilitate livestock grazing at Glebe Farm, Hog Cliff NNR, Natural England requires a water pumping station to be designed and built to enable water to be pumped to various locations at Glebe Farm.The pumping station must be designed to have sufficient pressure and capacity to pump water to an elevation of approximately 100m along a total length of approximately 1650m of pipe, to provide a reliable and consistent supply to feed 10 water troughs (see maps showing requirements).Requirement1. Preliminary Design and (if required) application for planning permission. Produce design and drawings of proposed new water supply infrastructure in line with planning, building and design regulations as appropriate. Advise on all requirements to design a reliable and functional water supply system (i.e. water pipe diameter, capacity, pressures, header tank requirements, trough size, etc)Submit planning application if required. 2. Installation of electrical supply from SSE (see maps showing location of supply).3. Construction of pumping station, link with water and electrical supply, including any required testing, compliance with building regulations etc. The successful contractor must provide a 5-year working guarantee for the pumping station as part of this contract..See specification*[*To be performed at Glebe Farm land, Maiden NewtonDate(s) of Delivery: by the end January 2025 2024  |
| 1. **Start Date**
 | *[****Insert*** *Day Month Year]*  |
| 1. **Expiry Date**
 | *[****Insert*** *Day Month Year* |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out [below ***[insert details]*** / in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made to ***[Insert payment method(s) and necessary details]*** |
| 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 *Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement* ]** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. |
| 1. **Progress Meetings and Progress Reports**
 | *[****Insert***Not applicable*[****Or******insert**** The Contractor shall attend progress meetings with the Customer every [   ]
* The Contractor shall provide the Customer with progress reports every [   ]]
 |
| 1. **Address for notices**
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|  |  |
| --- | --- |
| **Customer:** | **Contractor:** |
| [**insert *nameand address of Customer***]Attention: [**insert *title***]Email: [**insert *email address***] | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
|  |

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| 1. **Key Personnel of the Contractor**
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|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement: ***[add/amend/delete as necessary]***[The Customer’s Staff Vetting Procedures are: [**Insert *details/contained in [*Insert *link to relevant policy****].* *[****Example 1:*** *The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods and/or Services has undertaken a disclosure and barring service check.]* *[****Example 2:*** *Details of what the Customer considers to be a Relevant Conviction for the purposes of clause 6.4 of the terms and conditions].*[The Customer’s security / data security requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***]. [The Customer’s additional sustainability requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***]. [The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [**Insert *details/contained in [*Insert *link to relevant policy***]. [The Customer’s health and safety policy is: [**Insert *details/contained in [*Insert *link to relevant policy***].  |
| 1. **Special Terms**
 | Special Term 1 - ***[Insert terms to revise or supplement the terms and conditions, or enter ‘N/A’ and delete the extra rows below for example but not exhaustive:**** ***longer extension period;***
* ***time being of the essence for delivery]***
 |
| 1. **Additional Insurance**
 |  |
| 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: [**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**

Specification

In order to facilitate livestock grazing at Glebe Farm, Hog Cliff NNR, Natural England requires a water pumping station to be designed and built to enable water to be pumped to various locations at Glebe Farm.

The pumping station must be designed to have sufficient pressure and capacity to pump water to an elevation of approximately 100m along a total length of approximately 1650m of pipe, to provide a reliable and consistent supply to feed 10 water troughs (see maps showing requirements).

Requirement

1. Preliminary Design and (if required) application for planning permission.

Produce design and drawings of proposed new water supply infrastructure in line with planning, building and design regulations as appropriate. Advise on all requirements to design a reliable and functional water supply system (i.e. water pipe diameter, capacity, pressures, header tank requirements, trough size, etc)

Submit planning application if required.

2. Installation of electrical supply from SSE (see maps showing location of supply).

3. Construction of pumping station, link with water and electrical supply, including any required testing, compliance with building regulations etc.

The successful contractor must provide a 5-year working guarantee for the pumping station as part of this contract.

Health and Safety

Contractors are advised to familiarise themselves with the site before tendering. A site hazard map is attached.

A Construction Design and Management (CDM) compliant Risk Assessment will need to be drawn up and agreed with Natural England before work starts. The risk assessment and safe system of work must ensure that all safety measures are taken to safeguard their employees and the general public in terms of equipment, clothing, site supervision and safe working practices. This must take into account the work, location, terrain, public access and use of the site.

Under CDM Regulations Natural England undertakes the role of client.

All operational measures must conform to the Health & Safety at work Act 1974 and current Codes of Practice. Any machinery operators must carry current and relevant certificates and training. Spill kits for fuel must be available. A qualified first aider must be on site at all times. Copies of all relevant training, certification and first aid certificates should be supplied to Natural England. The whole site is open access with additional public rights of way. Appropriate signage must be put out on site to warn any walkers when work is taking place.

Contractors are required to submit copies of relevant employer liability insurance, public liability insurance, and any appropriate relevant certification demonstrating professional competency. Contractors should hold a valid Safety Schemes in Procurement (SSIP) certificate or be able to demonstrate a H&S system to the equivalent of SSIP certification. If an SSIP is not held by the contractor, then a contractor competence form issued by Natural England will need to be completed by the contractor and assessed by Natural England.

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

Outputs and Contract Management

|  |  |  |  |
| --- | --- | --- | --- |
| Reference | Deliverable | Responsible Party | Date of completion |
| 1. Design | Preliminary Design and advice (if required) application for planning permission.  | Contractor | Flexible, to allow for construction to be completed no later than end January 2025 |
| 2. Electrical supply | Installation of electrical supply from SSE | Contractor | Flexible, to allow for construction to be completed no later than end January 2025 |
| 3. Construction | Construction of pumping station, link with water supply and electricity | Contractor | To be completed no later than end January 2025. |
| 4. H&S | CDM risk assessment | Natural England  | Before work starts |

Natural England staff will oversee the contract and work with the contractor to ensure a safe workplace and successful delivery of the work.

You are strongly advised to visit the site prior to tendering for work. You may visit the site unaccompanied at any time, or if available Natural England staff may be able to accompany you. Please use the contact details below if you wish to arrange a site visit, or have any questions about the contract.

Natural England contacts:

Will Weldon 07436 934332

Will.weldon@naturalengland.org.uk

Tom Sunderland 07899 731404

tom.sunderland@naturalengland.org.uk

**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 |  |