Add NE Logo

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

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| 1. **Purchase Order Number**
 | T.B.C |
| 1. **Customer**
 | Natural England |
| 1. **Contractor(s)**
 | *T.B.C* |
| 1. **Defra Group Members**
 | 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.
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| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[ ] **Services Only:**[ ] **Good and Services:**[x]  |
| **Goods** | The Goods are to be Delivered in accordance with the following instructions:Delivery Address: Goss Moor NNRDevon, Cornwall and Isles of Scilly Area Team Natural EnglandLower Penrose Veor Farm, St Austell, Cornwall PL26 8DBPlease note – the goods will be delivered on Goss Moor – arrangements will be made to the awarded supplier.Date of Delivery: T.B.C |
| **Services** | Single culvert pipe under a multiuse trail constructed of approx. 400mm Ø concrete pipe attached to a cast iron 400mm Ø. The approx. length of the combined pipes is Approx 8m. The culvert pipe including headwalls that have collapsed and is deemed structurally poor. The culvert carries water through the pipe from a ditch that has connectivity to another ditch. A Land Drainage Consent (LDC) maybe required, along with a detailed methodology. The culvert pipe along with headwalls do not require replacing. Location of the culvert is shown in (Appendix 2). Access, parking, compound and welfare set up is shown in (Appendix 3). (Appendix 4), provides constraints.The general scope of works to remove the single culvert pipe are as follows:Pre groundworks:1. If required apply for LDC along with a detailed construction methodology for approval. 2. Provide a detailed Construction Site-Specific (CSS) RAMS, including and if required the implementation and agreed temporary protection measures to utilities, namely overhead HV power lines, and underground utility ground sweep.3. Check UXO data and provide results, which will form part of the CSS RAMS.4. Fulfilment of the Principal Contractor role as defined under CDM Regulations 2015.5. Provide specifications for imported materials. 6. NE will conduct diversion routes for public, NNR staff and other users.Groundworks:1. Strip existing material and stockpile win material in the allocated compound location allowing win material to be reused.2. Remove granite stones that formed the headwalls of the culvert – leave in-situ within he allocated compound to reuse.3. Remove both pipes – but disposing off site of the single concrete pipe, the cast iron pipe can remain in-situ but stored within the compound area. 4. Disposal off site of any other materials deemed unsuitable.5. Replacing (backfilling) excavated win materials and provide specifications of imported suitable subbase and materials to be used to allow original final profiles.6. Reuse granite where possible to form capping of a single bank where possible and where the waters from the ditch use to run through the pipe to prevent water undermining and erosion of the subbase and ditch bank, back filling materials.7. Profile out an historical ditch to allow water from the ditch to run back into a connective ditch. Approx mean dimensions: 1.1m x 0.8m x 22m (W x D X L).8. Use remaining granite to act as a riffle before the ditch waters connect to the connective existing water ditch. NE will provide more details.9. Any other temporary works required to facilitate the methodology of works.10. General tidy up and make good.ecification / Description]Track creation (Northerly Pools)Track upgrade on a small section of track location as shown in (Appendix 5), leading to a box culvert. The length of the track is Approx 80m. Currently the track is not defined and requires excavation to allow subbase material to be laid on top of geotextile, to support heavy farm machinery. There is not a requirement for any top dressing, subbase material laid to create a suitable depth to allow access for heavy machinery, but not to a depth that is level with the surrounding levels of the existing substrate, leaving approximately 4inches below such existing ground levels. Access, parking, compound and welfare area is shown in (Appendix 6). (Appendix 7) provides constraints and hazards.The general scope of works for track creation:Pre ground works:1. Provide a detailed Construction Site-Specific (CSS) RAMS, including underground utility ground sweep.2. Provide specifications of subbase materials and geotextile for NE approval.3. Check UXO data and provide results, which will form part of the CSS RAMS.4. Fulfilment of the Principal Contractor role as defined under CDM Regulations 2015.5. NE will conduct diversion routes for public, NNR staff and other users.Ground works:1. Strip existing material and stockpile win material within and adjacent to the working area to be reused to reform edges and or spread win materials adjacent to the newly formed track.2. Depth of excavation to approximately 500mm x 3.8m wide 3. Lay geotextile to increase bearing strength and allow for overlap4. Lay subbase material down and compact and repeat until the required depth leaving approximately 4inches from top of subbase material to existing ground levels.5. Subbase material laid down and compacted to create a track approximately 3.2m wide with a crossfall.6. Win material to be spread out adjacent to the newly formed track and profile.7. Disposal off site of any other materials deemed unsuitable.8. Any other temporary works required to facilitate the methodology of works.9. General tidy up and make good.To be performed at Goss Moor NNRDate(s) of Delivery: *03/03/2025 – 17/03/2025*[To be performed on [***WEEK DAYS ONLY***] |
| 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 [ ***“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)**
 | [A sum equal to £5,000,000]. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be Ian MoyeLead Advisor Goss Moor Floodplain Restoration ProjectGoss Moor NNRDevon, Cornwall and Isles of Scilly Area Team Natural EnglandLower Penrose Veor Farm, St Austell, Cornwall PL26 8DBian.moye@naturalengland.org.uk 07919156948or, in their absence, [Beth Lloyd-Davies Senior Reserves Manager (Goss Moor and Golitha Falls)Devon, Cornwall and Isles of Scilly Area TeamNatural England Lower Penrose Veor Farm, St Dennis, Cornwall. PL26 8DBElizabeth.lloyd-davies@naturalengland.org.ukMob: 07341 048068]. |
| 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 **Default Option B** 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 [3 days ]
* The Contractor shall provide the Customer with progress reports every [ 3 days ]
 |
| 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: [The Customer’s health and safety policy is:  |
| 1. **Special Terms**
 | Special Term 1 – ***N/A*** |
| 1. **Additional Insurance**
 | Professional Liability 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]  |

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

**Appendix 3: Charges**

**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 |  |