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: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:**[x] **Good and Services:**[ ]  |
| **Goods** | None.  |
| **Services** | The specification is also set out in the attached Map.1. Supply and installation of 10,000 litre header tank.2. Supply and installation of 8 x 8 ft 100 gallon concrete or galvanized steel livestock drinking water troughs. Including stop taps.3. Installation and supply of pipework a. Approximately 668 metres of buried/trenched pipe supply from borehole to header tank. Stop tap and meter at borehole.b. Approximately 900 metres of buried/trenched pipe supply from header tank to troughs.c. Approximately 375 metres of above ground pipework.See specification for further details*[*To be performed at Glebe Farm land, Maiden NewtonDate(s) of Delivery: by the end October 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 the successful contractor upon receipt of final invoice by BACS via Purchase Order |
| 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**
 | Not applicable |
| 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**
 |

|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
|  |  |  |
|  |  |  |

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| 1. **Procedures and Policies**
 | For the purposes of the Agreement: Not required**CDM Risk Assessment to be agreed with Natural England prior to any work starting.****Contractos to be accredited SSIP registered or to complete H&S Contractor Competence form** |
| 1. **Special Terms**
 | ***N/A*** |
| 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]  |

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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**

Specification

**Specification**

**Hog Cliff NNR Glebe Farm water supply (trenching and troughs) contract**

**Background to Natural England**

Natural England works for people, places and nature, to enhance biodiversity, landscapes and wildlife in rural, urban, coastal and marine areas; promoting access, recreation and public well-being, and contributing to the way natural resources are managed so that they can be enjoyed now and in the future.

Natural England is working towards the delivery of four strategic outcomes, which together deliver on our purpose to conserve, enhance and manage the natural environment for the benefit of current and future generations.

• A healthy natural environment: England’s natural environment will be conserved and enhanced.

• Enjoyment of the natural environment: more people enjoying, understanding and acting to improve, the natural environment, more often.

• Sustainable use of the natural environment: the use and management of the natural environment is more sustainable.

• A secure environmental future: decisions which collectively secure the future of the natural environment

**Background to the specific work area relevant to this purchase**

In order to facilitate livestock grazing at Hog Cliff NNR, Glebe Farm, Natural England requires new water supply pipework (including trenching), new water troughs installed, and a new header tank. Please see Maps for detail.

**Requirement**

The specification is also set out in the attached Map.

1. Supply and installation of 10,000 litre header tank.

2. Supply and installation of 8 x 8ft 100 gallon concrete/galvanised steel livestock drinking water troughs.

a. Stop taps to be fitted on all water troughs

b. Troughs to be installed on level firm ground, using 2 concrete trough supports, with supports at either end to prevent (as far as possible) livestock moving the trough.

c. Stop tap and above ground pipework to trough to be protected from livestock and frost damage with suitable protection/casing.

3. Installation and supply of pipework

a. Provide suitable water linkage to current borehole pipework, including fitting of stop tap and water meter.

b. Approximately 668 metres of buried/trenched pipe supply to header tank.

c. Approximately 900 metres of buried/trenched pipe supply from header tank to troughs.

d. Approximately 375 metres of above ground pipework.

Pipework must be medium-density blue polyethylene (with a minimum external diameter of 25 mm). All joints must be made of brass or plastic and be watertight.

Trench to be dug to a minimum depth of 600mm, width 300mm. Trench to be backfilled.

Within the SSSI area (282 metres of pipe adjacent to the borehole), turves of grassland/topsoil to be set aside during digging operation and carefully replaced. Membrane to be used to keep dug soil and all material off grassland during digging operations.

When crossing open ditches, cover the pipe with a tubular steel guard or sleeve pipe and lay it 600 mm below the ditch to allow for ditch cleaning.

When crossing tracks, lay the pipe on a 75 mm bed of sand and then cover by a further 100 mm of sand before backfilling.

The contractor must ensure that all works comply with relevant British Standards (BS) and any relevant regulations including the Water Supply (Water Fittings) Regulations 1999. Including where necessary appropriate installation of isolation valves and any other relevant requirements.

To avoid ground poaching and damage to species rich grassland on the SSSI, machinery access and trenching works to be carried out ideally in September or October, and only when ground conditions are dry. Timings must be agreed with Natural England before accessing the site.

**Health and Safety**

Some of the terrain is on a steep slope. 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 both the client and designer role. The successful contractor undertakes the work.

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 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. A contractor competence form will need to be completed by the contractor prior to any work starting.

**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. Header tank | Supply and installation of 10,000 litre header tank. | Contractor | Before end October 2024 |
| 2. Water troughs | Supply and installation of 8 x 8 ft 100 gallon concrete or galvanized steel livestock drinking water troughs. Stop taps.  | Contractor | Before end October 2024 |
| 3. Installation and supply of pipework | a. Approximately 668 metres of buried/trenched pipe supply from borehole to header tank. Install stop tap and water meter at borehole. |  | Before end October 2024 |
|  | b. Approximately 900 metres of buried/trenched pipe supply from header tank to troughs. Isolation valves as appropriate/required. |  | Before end October 2024 |
|  | c. Approximately 375 metres of above ground pipework. |  |  |
| 2. Health and Safety | CDM Risk Assessment  | Contractor and Natural England | Before any 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. All measurements for pipework are approximate. 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 |  |