



Standard Contract for Goods and/or Services - Order Form

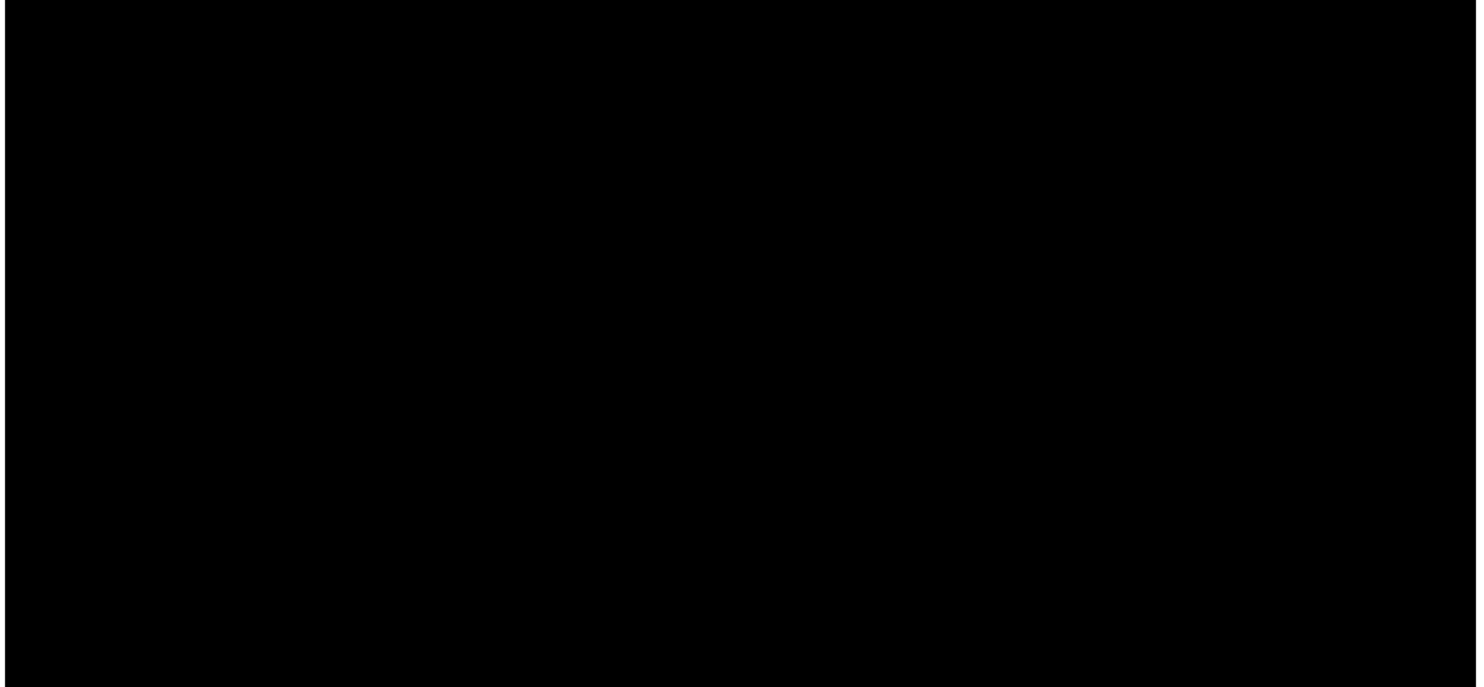
1. Purchase Number	Order	To be Confirmed by SSCL on behalf of Natural England							
2. Customer	Natural England								
3. Contractor(s)	Geckoella Ltd, Redacted Chartfield House, Castle Street TA1 4AS Registration number: 7219616								
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Natural England								
5. The Agreement	<p>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.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none">a) this Order;b) the terms and conditions at Appendix 1; andc) the remaining Appendices (if any) in equal order of precedence.								
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>							
	Goods	None							
	Services	As set out in Appendix 2 – survey of habitats and subsequent analysis and reporting of findings. To be performed at Catcott Edington and Chilton Moors SSSI, Somerset Date(s) of Delivery: 22/04/2024 to 31/01/2026							
7. Start Date	22/04/2024								
8. Expiry Date	31/01/2026								
9. Charges	The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.								
10. Payment	<p>Payments will be made to in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. The invoice shall contain the correct PO number, express the sum invoiced in sterling; and include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.</p> <p>Payment Schedule:</p> <table><thead><tr><th>Payment</th><th>Payment date</th><th>Amount</th></tr></thead><tbody><tr><td colspan="3">Redacted under FOIA Section 43 Commercial Information</td></tr></tbody></table>			Payment	Payment date	Amount	Redacted under FOIA Section 43 Commercial Information		
Payment	Payment date	Amount							
Redacted under FOIA Section 43 Commercial Information									

	Total (ex VAT)	£18,071.40
11. Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000	
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information	
13. Contractor's Authorised Representative	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information	
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.	
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none">• The Contractor shall attend progress meetings with the Customer, or provide progress updates via email, every 2 weeks during the field survey season.• The Contractor shall provide the Customer with draft reports within 2 months of field work concluding.	
16. Address for notices	Customer:	Contractor: Redacted under FOIA Section 40 Personal Information
17. Key Personnel of the Contractor	Key Personnel Role:	Key Personnel Redacted under FOIA Section 40 Personal Information
18. Procedures and Policies	For the purposes of the Agreement: The Customer's data security requirements are: <ul style="list-style-type: none">• All personal data handled by the Contractor as part of this contract is to remain confidential and is to be removed from the Contractor's records within 2 years of the end of the contract.	

	<ul style="list-style-type: none"> The Contractor must ensure they adhere to the restrictions set out in the "Site of special scientific interest (SSSI) privacy notice" found here. Data linked to site condition should remain in confidence until the Customer has informed the relevant stakeholders about updates to site condition. <p>Contractors must comply with The Health and Safety at Work etc Act 1974</p>
19. Special Terms	Special Term 1 - <i>N/A</i>
20. Additional Insurance	
21. Further Data Protection Provisions	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p>Yes: <input checked="" type="checkbox"/></p> <p>No: <input type="checkbox"/></p>

Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
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Redacted under FOIA Section 40 Personal Information



Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'

Appendix 2: Specification/Description

See Request for Quotation for full specification

Catcott Edington and Chilton Moors SSSI (also referred to as CECM SSSI throughout these documents) forms part of the extensive grazing marsh and ditch systems of the Somerset Levels and Moors. The features for which the site is notified are several species of non-breeding birds; an assemblage of breeding birds; two communities of aquatic invertebrates found in the ditches; the otter population; the community of aquatic plants found in the ditches; the ditch habitat; neutral grassland communities; wet grassland communities and fen habitats. There is detailed information about the biological interest at the [Catcott Edington and Chilton Moors SSSI](#) page of our Designated Sites View website, including the list of monitored features and the citation.

The site covers 1085 ha and is divided into 37 numbered 'units' for the purposes of monitoring and management which correspond with physical boundaries, ownership, or both – see Map A.

The last comprehensive assessment of the condition of notified features was in 2013, when the grassland and ditch features were found to be in Unfavourable Recovering condition. In 2021 the ditch feature was downgraded to Unfavourable Declining condition due to water quality assessments. This site is due a Condition Assessment to establish the current condition and to assess the impact of the water quality issues identified.

This Contract is aimed at collecting data to enable Condition Assessment of the grassland and ditch features on the site over the course of 2 field seasons as detailed below.

Requirement

General

The methodology used for condition monitoring must be compliant with the published standards for Common Standards Monitoring:

- [Common Standards Monitoring - Introduction to the Guidance Manual \(jncc.gov.uk\)](#)
- [Common Standards Monitoring Guidance for Lowland Grassland Habitats \(jncc.gov.uk\)](#)
- [Common Standards Monitoring Guidance for Lowland Wetlands Habitats \(jncc.gov.uk\)](#)
- [Common Standards Monitoring Guidance for Ditches \(jncc.gov.uk\)](#)

Natural England will supply a monitoring specification for the SSSI which includes a list of attributes and targets for each habitat. This adds site specific detail, where available, to complement that provided in the generic attributes and targets listed on the JNCC guidance pages as Conservation Objectives.

A spreadsheet/recording form (Excel) will be provided for each feature to be monitored. This can act as the recording form or be used to create a bespoke form.

A map/GIS file will be supplied with pre-determined stop locations, when they are to be used.

The area to be surveyed is shown in Map A

Information and guidance on requesting baseline digital geographical data from Natural England can be found [on our website](#).

Habitat features

The following notified features require a Common Standards Monitoring (CSM) compliant survey on the Catcott Edington and Chilton Moors SSSI site:

- Lowland fens, including basin, flood-plain, open water transition and valley fens
- Lowland mire grassland and rush pasture
- Lowland neutral grassland (MG8)
- Lowland wet neutral grassland (MG11, MG13)
- Ditches

These notified features are monitored as 2 grassland mosaics and a single ditch feature and the appropriate timings for each feature's survey are given in the below table.

Note - Grass on this site can be cut for hay during June/July. Surveying can begin from May to be compliant with the CSM guidance. The grassland survey aspect of this contract will be split over 2 years to allow for this reduced survey window, and we would ask that this timing be factored into any planning by the supplier. The supplier will not be responsible for gaps and uncertainties in the data arising because the grass has been cut before the survey takes place. However, tenderers should show in their quote how they intend to manage this risk to the survey, and they should also indicate how they propose to settle fairly with Natural England if some of the planned surveys cannot be completed for this or other reasons.

It is expected that the ditch feature will be surveyed within the first year of the contract.

Habitat feature	Estimated Extent	Habitat NVC types	Timing of survey visits
Neutral grassland	730.33 ha	Complex mosaic of neutral grassland MG5, MG8, MG11, MG13, Ag-Cx.,	May to mid-June - July (before hay cut in meadows).
Fen, Marsh and Swamp	6.103 ha	Complex mosaic of M22, M23, M24, M25, S5 & S24 communities	M22/M23 – May to early June or mid-June to July (before hay cut in meadows). M24/M25 - early June to end August. Swamp - June to September.
Ditches	153.79 km		Mid-June to mid-August

Grassland condition monitoring methodology

For grassland features (totalling approximately 740 ha) we require evidence of each of the attributes listed in Appendix 1 (a spreadsheet detailing the minimum data required at each stop will be provided on award of the contract), taken on a structured walk as described in the CSM guidance (see above). Stop locations will be pre-determined and at least 60 stops are expected to be visited across the 2 habitat features given in the table above. Each stop should be accompanied by notes describing any other ecological features of interest in the land parcel and observations about habitat condition, management, pressures and their potential remedies that will aid our assessment. Notes should also be taken between stop locations where any examples of good/poor management and any pressures on the site are observed.

Note - protected bird species use this site for breeding, please detail how you will assess and mitigate for the risk of disturbance.

Ditch condition monitoring methodology

For the ditches on site we require evidence of each of the attributes given in Appendix 1 taken at each of at least 70 pre-defined stop locations. At each stop, data will be gathered on the physical structure of the ditch and habitat, water quality and quantity and the vegetation along a 20m length centred on the stop location. Ditch survey methodology is described in the [CSM Guidance for Ditches](#) and a spreadsheet detailing the minimum data required at each stop will be provided on awarding the contract.

Additionally, questions related to habitat features that support the invertebrate features will need to be answered for each stop location. These will also be detailed in the spreadsheet to be provided.

Each stop should be accompanied by notes describing any other features of interest related to the ditch and adjoining land, along with observations about habitat condition, management, pressures and remedies that will aid our assessment.

Surveyor requirements

To ensure field surveys are undertaken by suitably experienced people, please provide information about staff who will deliver the brief, comprising a summary of their qualifications, skills and past experience of undertaking similar survey work. We will look for evidence that surveyors have the necessary ecological skills to monitor the relevant habitat, identify the likely species encountered and recognise the relevant National Vegetation Communities. The lead surveyor should have strong working knowledge of relevant Common Standards Monitoring methodologies and habitat management techniques.

The supplier should factor in any time necessary for the survey team to familiarise themselves with relevant parts of Common Standards Monitoring guidance listed above and the SSSI monitoring specification, focussing on attributes/targets and field procedures/methodology, and conservation objectives for the specific feature.

As detailed above, the risks to survey completion should be factored into the quotation.

Safety requirements

The Health and Safety at Work Act 1974 is to be fully complied with at all times. Risks associated with field-based work need to be considered. The site is formed of surfaced drives (access tracks), ditches and grassland.

Please provide a clear and structured proposal to demonstrate your intended approach to health and safety on this project and how you ensure the requirements of legislation are met. This should be accompanied by the following Health and Safety documentation required by Natural England:

- Risk assessment: this must take the hazards identified above into account.
- Valid certificates (if appropriate) to be made available on request:
 - Employers Liability Compulsory Insurance

- Public Liability Insurance –provide description of level taken out
- Professional Indemnity Insurance –provide description of level taken out

Outputs and Contract Management

Key dates for contract outputs:

Deliverable	Responsible Party	Date of completion
Contract issued	Natural England	22 nd April 2024
Landowner permissions secured and details provided to contractor	Natural England	1 st May 2024
Draft report due – grassland 2024	Contractor	1 st September 2024
Draft report due - ditches	Contractor	1 st October 2024
Final report due - ditches	Contractor	20 th December 2024
Draft report due – grassland 2025	Contractor	1 st September 2025
Final report due – grassland – both years	Contractor	19 th December 2025
Wash up meeting	Contractor	w/c 12th January 2026
Contract Completed	All	31 st January 2026

Contract management:

w/c 22nd April 2024 - Start up meeting between project officer and supplier where monitoring forms, maps, landowner permissions and protocols will be discussed.

Fortnightly progress updates thereafter during the field season-via phone or email- to briefly outline sites covered and any issues. Project manager will be available during working hours (Mon-Thurs 9am-3pm are core hours) for any queries regarding methodology, land access or site issues.

End of field-season draft reports to be submitted within 2 months of field work concluding or the date in the above table, whichever is later. Draft reports to comprise a summary of the data across the site (e.g. mean measures for each listed attribute), copies of the raw data (for reference) and notes on any issues encountered on site that may require Natural England's attention (e.g. potential enforcement issue or worrying site management).

Final reports to be submitted at the end of the calendar year when the survey was completed.

- Final report of ditch features due at the end of 2024.
- Final report for grassland features due at the end of 2025.

Final reports to comprise:

- data overview to include:
 - summary of how each attribute (see Appendix 1) compared to the targets set out in the monitoring specification
 - observations and overall conclusions about the current management of the site
 - any issues encountered on site
 - any other ecological observations of note
- maps, in the form of GIS shapefiles (see Annex 3 for compatibility details), that show:
 - stop locations (including notes/images as attributes)
 - target note locations (including notes/images as attributes)
 - images (including reference information in title or attributes)

- pressures (e.g. issues) on the site (refer to list provided on award of contract)
- raw data and data summaries used to assess each attribute for each feature (i.e. data collected in the field at each stop location)

Payment

The Authority will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

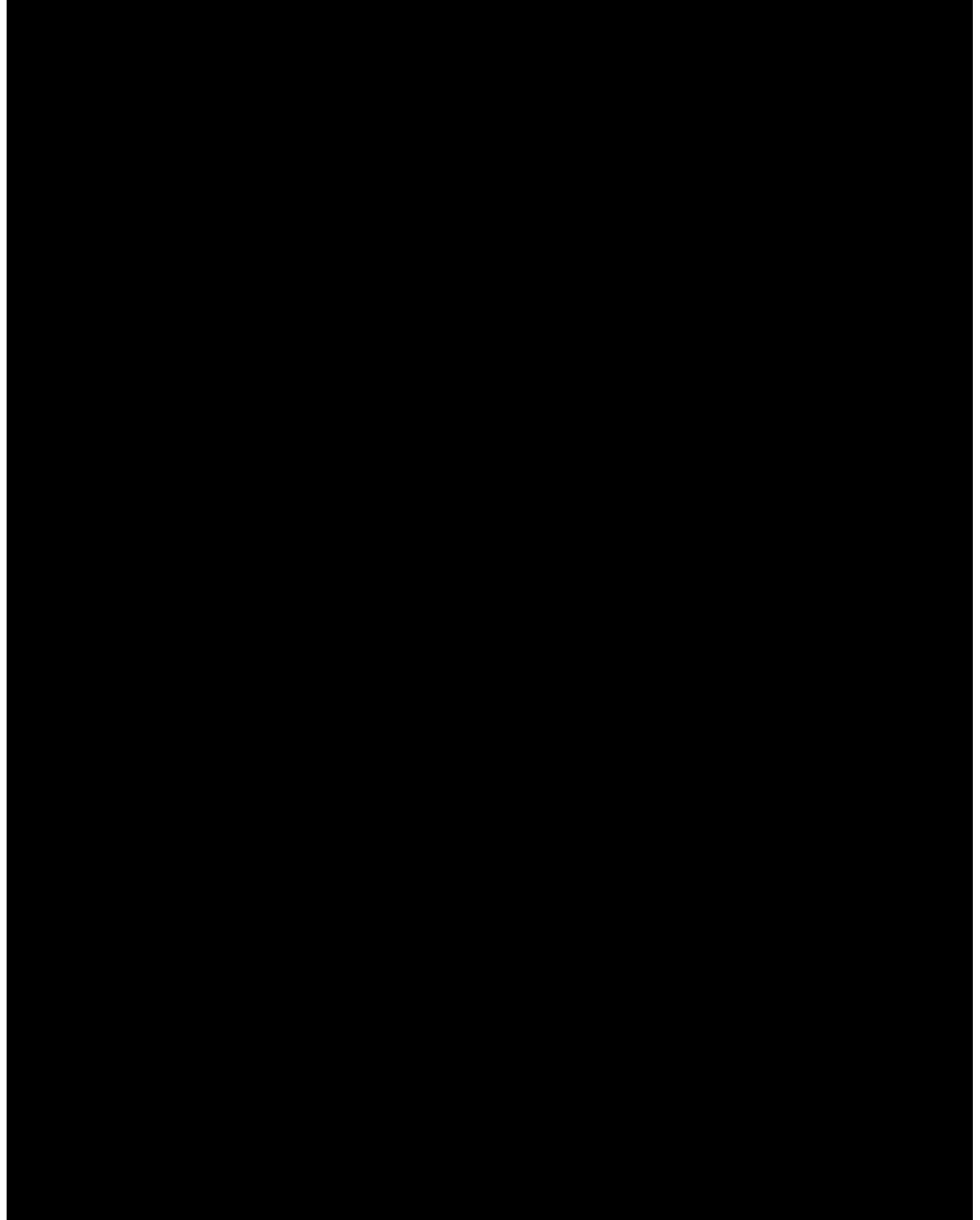
The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. Payments will be split into 8 equal payments over the 2-year period as below (the exact timing of payments is open for negotiation):

1. Initial	31 st May 2024
2. Field season	31 st July 2024
3. Interim	On receipt of draft reports 2024
4. Interim	On receipt of final ditch report
5. Field Season	31 st May 2025
6. Field season	31 st July 2025
7. Interim	On receipt of draft report 2025
8. Final	On receipt of final grassland report

It is anticipated that this contract will be awarded for a period of **22 months** to end no later than **31/01/2026**. 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.

Contractor's tender response is as follows:

Redacted under FOIA Section 43 Commercial Information



5. FEES AND EXPENSES

Item of work/task	Grade of Staff	Day rate (£ excl. VAT)	Number of units	Total Cost (£ excl. VAT)
Redacted under FOIA Section 43 Commercial Information				
Grand Total (£ excl. VAT)				18,071.40

Appendix 3: Charges

Descriptions of Tasks and / or Products	Cost per product / or Cost per Hour / Day (i.e. rate)	No of products / Hours / Days	Total Cost per Task
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Redacted under FOIA Section 43 Commercial Information

Total Overall Cost

£18,071.40

Appendix 4: Processing Personal Data

Contract:	Catcott Edington and Chilton Moors SSSI – Grassland and Ditch monitoring Ref: SME_AT_101
Date:	22/04/2024
Description of authorised processing	Personal Data can be used to arrange access to land, or to inform landowner(s) of an urgent issue on their land.
Identity of Controller and Processor for each category of Personal Data	The Parties acknowledge that for the purposes of the Data Protection Legislation the Controller and Processor are: Controller: Natural England Processor: Geckoella Ltd
Subject matter of the processing	Processing matter is the personal information we will be sharing
Duration of the processing	The processing will be for the duration of the related contract number SME_AT_101
Nature and purposes of the processing	Sharing of information is to arrange access to the site.
Type of Personal Data	Name, address and contact details of landowners or occupiers or Natural England employees
Categories of Data Subject	Landowners / occupiers / tenants / Natural England employees
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Delete any personal information stored within 2 years of the end of the contract
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	Data being processed will not be transferred outside the EEA
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	Personal data to be stored in a password protected file