

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

1.	Purchase Order Number	[Insert Customer	's purchase order number to be confirmed.
2.	Customer	Natural England, Wye NNR , International House, Dover Place, Ashford, Kent, TN23 1HU	
3.	Contractor(s)	Retracted Under FOIA Section 40 Personal Information Long Lane Stables, Long Lane, Shepherdswell, Dover, CT15 7LX	
4.	Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:	
		Natural England	
5.	The Agreement		of the Agreement and is subject to the terms and conditions bendix 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):	
		a)	this Order;
		b)	the terms and conditions at Appendix 1; and
		c)	the remaining Appendices (if any) in equal order of precedence.
6.	Deliverables	Applicable Deliverables	Goods Only: □ Services Only: ⊠ Good and Services: □
		Goods	None.
		Services	Contractor to undertake the Fencing of Fishponds Bank on Wye NNR – approximately 1000m.
			To be performed at <b>Wye NNR owned and managed by Natural</b> England
			Wye NNR, Coldhabour lane, Wye, Nr Ashford, Kent. TN25 5HE
			Date(s) of Delivery: November 2024 – February 28th 2025
7.	Start Date	Earliest – 4 <sup>th</sup> November 2024	
8.	Expiry Date	28 <sup>th</sup> February 2025	
9.	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.	
10.	Payment	Payments will be made to the supplier - payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.	

11. Contractor's Liability Cap	A sum equal to £5,000,000		
(Clause 13.2.1)			
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be		
Kepresentative(s)	Redacted under FOIA Section 40 Personal Information		
13. Contractor's Authorised	For general liaison your contact will continue to be		
Representative	Redacted under FOIA Section 40 Personal Information		
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option B(Default Option) in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.		
15. Progress Meetings and Progress Reports	The Contractor shall attend progress meetings with the Customer every Week		
	• The Contractor shall provide the Customer with progress reports every Week.		
16. Address for notices	Customer: Contractor: Redacted under FOIA Section 40 Personal Information		
17. Key Personnel of the Contractor	Key Personnel Role: Key Personnel Contact Details: Name:		
18. Procedures and Policies	For the purposes of the Agreement:		
	[The Customer's Staff Vetting Procedures are:		
	[The Customer's security / data security requirements are: N/A		
	[The Customer's additional sustainability requirements are: N/A		
	[The Customer's equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] have in place		

	[The Customer's health and safety policy is: Has been sent and approved
19. Special Terms	Special Term 1 – N/A except for adverse weather
20. Additional Insurance	
21. 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

## 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 <u>Natural England Website</u> and which are called 'Standard Goods & Services Terms and Conditions'

#### **Appendix 2: Specification/Description**

#### Specifics of work to be undertaken

In places the scrub and trees will need to be cut back, this will be done either on a separate contract or by Natural England staff. However the extent of the works will be on advice of the fencing contractor and their needs.

The Successful Contractor must remove and dispose of current fence, then replace with stock fencing as specified below.

• F27, F28 – Northern and western boundary fences. Estimated length - 550 metres. This fence is bounded at each end by a 12ft field which will both remain in situ.

# • F29 – Eastern and Southern Boundary. This fence drops down a steep scarp slope and then along a flatter part of the field. Estimated length - 400 metres

See attached map for locations:

The materials and method that are to be used are described as follows:

#### Peeled chestnut full round fence posts:

Strainers - round, minimum 150mm (6") dia., 2.45m (8 ft) long Struts - round, 75-100mm (3-4") dia., 2.45m (8 feet) long Intermediates – full rounds, minimum 75-100mm (3-4") dia., 1.65m (5.5ft) long.

Where slope or dips in the ground merit longer posts to maintain fence height/strength, intermediates 1.8m (6ft) or longer should be used.

#### Wire:

All wire must conform to British Standard Specification. Stock netting - C8/80/15 barbed wire. Plain wire.

#### Methods (ref TCV Fencing Handbook)

C8/80/15 and strands of barbed wire.

Approximately 1/3 of strainer length to be below ground and approximately 0.5 metre of stakes to be embedded in the ground. Cutting tops off posts to mask the fact that they are not deep enough in the ground is not acceptable. Struts to be morticed into strainers. Anchor stakes are necessary where struts bed into any ground softer than the chalk bedrock. Soil around strainers to be replaced and rammed. Concreting strainers in is not acceptable. Turf should be replaced as far as possible when ramming is complete.

Strainers to be placed at 50 metre intervals, with the C8/80/15 strained and tied off at each strainer. Bottom line of the C8/80/15 to follow the ground surface, as far as possible. Extra

strainers are to be used at significant bends (horizontal or vertical) in the line. Gate posts and old strainers are not to be used to strain the fence. All new strainers to be used.

Intermediates should be at approximately 2 to 3 metre intervals and should not be under strain from irregularities in the line of the fence.

One line of barbed approximately 100mm (4") above the C8/80/15. Then a line of plain wire approximately 100mm (4") above the barbed wire. Lines to be evenly spaced.

All wood offcuts, litter, and Off-cuts of wire (No matter how small) and all other metal fragments, including staples, used or otherwise, must be cleared from the site for the sake of visitor safety and animal welfare.

The field to be fenced is very steep in places and difficult to access. A tracked machine will be needed to work on this project.

<u>Timing</u> – All Fencing work must take place before the middle of March 2025. This deadline is nonnegotiable as the funding is only for this financial year.

<u>Machinery</u> to be used with utmost care to the site. Do not access site in wet conditions. Always use field edges to move machinery around , avoid all damage to the chalk grassland.

**<u>Bio-Security</u>** - While the risk of spread of alien species and pathogens from the site is low it is expected that the successful contractor will follow industry best practice regarding biosecurity and must not move machinery or equipment to and from site without taking appropriate measures.

#### Access:

Wye NNR has 2 car parks at the Northwest side – The Coach Park and the main Car park. These are both found off Coldharbour lane, Hatingleigh, Wye, Nr Ashford, Kent TN25 5HE.

However, the access to the work site is found on the western side of the site. The access gate to compartment 14 is off a bridleway and is off a narrow lane (Brabourne Road). There is a yard area for storage of materials and machinery 200m up the same road.

The access gate to compartment 14 is at W3W///kitchen.novelists.joins

The field is steep and is unsuitable even for a 4wd vehicle, especially in wet weather. A more purpose built tracked vehicle will be required.



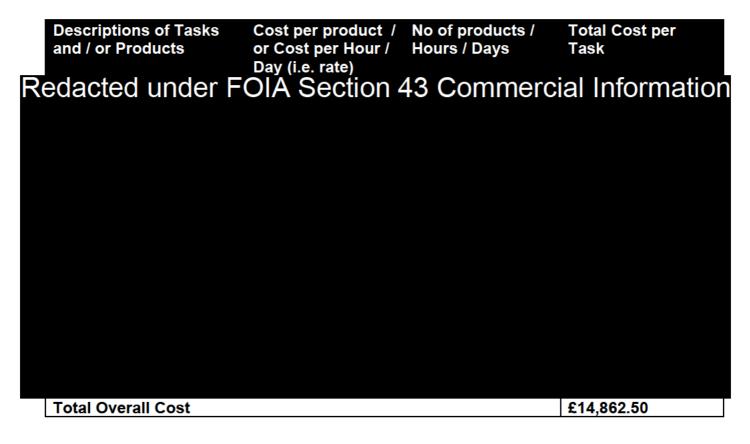
www.gov.uk/naturalengland

# Commercial Response SAGE ENVIRO LTD

Please complete Table 1, below, to show a breakdown of your cost per product or unit of time (i.e. 'rates') and the number of products or days / hours for each task, and total cost for each task required to deliver this requirement. You may insert additional task lines if required.

Please state the total overall cost for this requirement. Prices should exclude VAT.

Table 1: Commercial Response (to be completed by Supplier)



### Appendix 4: Processing Personal Data

Contract:	[XXXX]
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	