



Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	[To be confirmed]	
2. Customer	Goss Moor NNR Devon, Cornwall and Isles of Scilly Area Team Natural England Lower Penrose Veor Farm, St Austell, Cornwall PL26 8DB	
3. Contractor(s)		
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; and c) 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	N/A
	Services	<p>Natural England are seeking a suitable and qualified contractor that can demonstrate that they have worked on SSSI and SAC sites, to remove approximately 10.1Ha gross of light to medium dense to scattered scrub within Goss Moor NNR. The total hectareage is divided into 3 separate priority areas, each separate area has a priority, Priority 1 being top priority and so on. Bidders can bid for as many priority areas.</p> <p>Scrub clearance can be achieved by either or a mixture of mechanical means (grubbing out and/or tree snips) and/or manual clearance. Scrub removed will be burnt in-situ and ash will be buried in-situ within areas that are not deemed to cause any negative impacts on priority habitats and/or features. There will also a requirement of chemical stump treatment on stumps greater than 2inches in diameter. Works to commence early November 2024 and to be completed by late December 2025.</p> <p>Date(s) of Delivery: Intended contract start date 4th November 2024 for a period of 6- 8 weeks</p> <p>To be performed during weekdays only, special arrangements to work Saturdays would be required. No services of works to be conducted on Sundays and/or bank holidays and during Christmas shutdowns e.g., between 27th Dec to the 31st Dec.</p>

7. Start Date	11 th November 2024	
8. Expiry Date	1 st March 2025 (if an extension is confirmed) after successfully completing the works as per RFQ.	
9. Charges	Fixed cost	
10. Payment	<p>Payments will be made on completion of each priority areas awarded and/or Per/Ha (Gross) on satisfactory completion confirmation of Natural England – for both scrub clearance and stump treatment within Priority Areas 1 – 3.</p> <p>Invoices can be sent according to individual Areas completed for both scrub clearance and stump treatment.</p> <p>“payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.”</p>	
11. Contractor's Liability Cap (Clause 13.2.1)	[A sum equal to £5,000,000].	
12. Customer's Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>Redacted under FOIA Section 40 Personal Information</p>	
13. Contractor's Authorised Representative	<p>For general liaison your contact will continue to be</p> <p>Redacted under FOIA Section 40 Personal Information</p>	
14. Optional Intellectual Property Rights (“IPR”) Clauses	The Customer has chosen Option (C) 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 every [once a week] – In addition a health & safety pre – commencement meeting will be conducted on the first day of works commencing and an ecological meeting brief will be conducted. ECoW works will be present each day and/or when it is deemed necessary to protect EPS, namely dormice within all priority areas 1 – 3. 	
16. Address for notices	Customer:	Contractor:
	Redacted under FOIA Section 40 Personal Information	

17. Key Personnel of the Contractor	<div>Key Personnel Role: Key Personnel Contact Details:</div> <div>Redacted under FOIA Section 40 Personal Information</div>
18. Procedures and Policies	<p>For the purposes of the Agreement:</p> <p>The Customer's health and safety policy is: contained within the link below:</p> <div>Redacted under FOIA Section 40 Personal Information</div>
19. Special Terms	<p>Special Term 1 - <i>time being of the essence for delivery due to ecological constraints/potential weather constraints e.g., potential flooding events. Delivery time has allowed additional delivery timing for flood events. Contract has the potential to be extended through a contract variation to add additional similar works.</i></p>
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 type="checkbox"/></p> <p>No: <input checked="" 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

Natural England are seeking a suitable and qualified contractor that can demonstrate that they have worked on SSSI and SAC sites, and have the capability to remove approximately 3ha gross of light to medium scrub within Goss Moor NNR within a single block/area. Scrub clearance can be achieved by either or a mixture of mechanical means (grubbing out and/or tree snips) and/or manual clearance. Scrub removed will be burnt in-situ and ash will be buried in-situ within areas that are not deemed to cause any negative impacts on priority habitats and/or features. There will also a requirement of chemical stump treatment on stumps greater than 2inches in diameter. Works to commence early November 2024 and to be completed by mid-December 2024.

Additional scrub within the same area may be added depending on the success of the original clearance area, particular interest of the deadline achieved would be greatly approved to warrant additional clearance areas and if budget allows.

The scope of works in general are as follows:

1. Within wetter areas mechanically grub and/or tree snip out light scrub, namely bramble, gorse, semi mature willow and occasional birch.
2. In drier areas, such as bunds/humps the use of chainsaws to be used to cut all woody material (unless been identified to be retained) – no grubbing out of any woody material to be conducted within these areas. Cut to above ground no less than 200mm. This methodology would then require chemical stump treating on stumps >2inches in diameter using only a Forestry Commission approved and aquatic friendly glyphosate e.g., 360g roundup pro-biactive.
3. As above, and where semi mature trees are too big to grub out regardless of dry or wet ground (unless been identified to be retained), the use of tree snips and/or manual cutting using chainsaws of semi - mature willow. Cut to above ground no less than 200mm. This methodology would then require chemical stump treating on stumps >2inches in diameter using only a Forestry Commission approved and aquatic friendly glyphosate e.g., 360g roundup pro-biactive.
4. Blue dye must be mixed with the herbicide at manufacturer's recommended concentration to enable the treated stumps to be distinguished. Care must be taken to minimise run-off onto any non-target plants.
5. All Herbicide, blue dye & water to be supplied by the contractor. Contractors must specify which Glyphosate formulation they will use in their method statement. The cut and treat methodology/ equipment must also be specified. The methodology should specify any measures/equipment that will be used to minimise run-off. A daily record of herbicide record sheet MUST be completed. Failure to provide may result in payment delays.
6. Selected semi mature trees, namely oak, birch and willow will be retained. Such retained trees will be marked by Natural England using a ring spray around the trunk of the tree or the use of red and white tape. The assumption of retaining number of individual trees will be no more than 20 across the whole clearance area.
7. As above but identified with a 'X' these trees are to be felled, snedding of limbs from main stem/s to be kept in its entire length and where possible the main stem/s cut into lengths between 3m - 5m lengths. Stems to be stacked into piles/ limbs to be stacked into piles. Piles to be stacked outside of

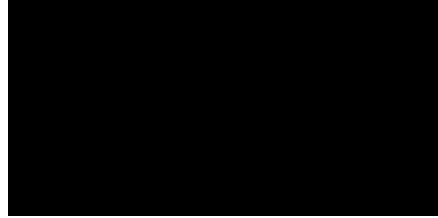
the working zone/s. The assumption number of individual trees requiring this methodology will be no more than 10 across the whole clearance are

8. All brash woody materials apart from trees felled marked with an X to be burnt in-situ. Burn sites to be agreed on site by Natural England. Natural England would visualise at least 6 individual burn sites. Burning site locations will be discussed during the site visit. Mechanical uses to transport material to each individual burn site can be used.

The area of clearance has the potential to be utilised by dormice, an ecologist maybe present during the works to conduct an Ecological Clerks of Works (ECoW). In the event of a recorded natural dormice nest/s an exclusion zone will be conducted - such exclusion zone size will be concluded by the ecologist according to dormice best practices based on the methodology of works being conducted. Due to the working area this should not cause downtime.

Awarded contractors response:

Redacted under FOIA Section 43 Commercial Information



Appendix 3: Charges

Priority Areas	Description of scope/objectives of works required	Cost per Hectare	Total Cost per scope of works
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Redacted under FOIA Section 43 Commercial Information

	Total Overall Cost Excl. VAT		£37,500
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Appendix 4: Processing Personal Data

Contract:	Scrub_24_25_Goss NNR
Date:	25 th October 2024
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	N/A
Subject matter of the processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	N/A
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	N/A
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	N/A