

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

1. Purchase Order Number	TBC		
2. Customer	Natural England. Parsonage Down NNR, Cherry Lodge Farm, Shrewton, SP3 4ET		
	Redacted under FOIA Section 40 P		
3. Contractor(s)			
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:		
	Natural England		
5. The Agreement	<ul> <li>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.</li> <li>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</li> <li>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</li> </ul>		
	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       Goods Only: □         Deliverables       Services Only: ⊠         Good and Services: □		
	Goods None		
	Services         Langley Wood National Nature Reserve - tree felling contract		
	Customer's premises: Langley Wood NNR, Salisbury		
	Date(s) of Delivery: 1 October 2024 – 28 February 2025 during normal working hours		
7. Start Date	From 1 October 2024		
8. Expiry Date	28 February 2025. Works cannot go beyond this date due to the bird nesting season.		
9. Charges	The Charges for the Goods and/or Services shall be as set out below in [Appendix 3 – Charges]. The Charges are fixed for the duration of the Agreement.		
10. Payment	The Authority will raise purchase orders to cover the cost of the services and will issue the purchase order to the awarded supplier following contract award.		

11. Contractor's Liability Cap (Clause 13.2.1)	The Authority's preference is for all invoices to be sent electronically, quoting the relevant Purchase Order number. <b>Invoices to be submitted after all the work has been completed.</b> It is anticipated that this contract will be awarded for a period of 5 months, to end no later than <b>28 February 2025.</b> 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.
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	This has not yet been established as the contract has yet to be awarded
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	• The Contractor shall provide the Customer with a brief progress report at the end of every week of felling
	Redacted under FOIA Section 40 Personal Information
17. Key Personnel of the Contractor	Kev Personnel Role: Kev Personnel Contact Details: Redacted under FOIA Section 40 Personal Information
18. Procedures and Policies	For the purposes of the Agreement:
	[The Customer's security / data security requirements are: This document can be sent to the contractor that is awarded the contract.
	The Customer's additional sustainability requirements are: This contract is taking place on a National Nature Reserve. Works must be carried out in a sensitive manner. See RFQ for details.
	[The Customer's equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] This document can be sent to the contractor that is awarded the contract.
	[The Customer's health and safety policy is: This document can be sent to the contractor that is awarded the contract.
19. Special Terms	NA

20. Additional Insurance	Employers' liability and public liability insurance to a minimum value of £10m.
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 <b>Customer</b>	Signed for and on behalf of the Contractor
Redacted under FOIA Section	n 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**

# **Specification of Requirements**

A site visit is required in order to submit a quote. You must present a detailed methodology for how you intend to fulfil the requirements of the contract specification and confirm your ability to complete the work within the timeframe. Please state any anticipated scheduling constraints for this job.

## Site location: Langley Wood National Nature Reserve

### Background to the job:

Natural England is managing ash dieback and hazardous trees along roads and footpaths. The amount of felling is causing concern amongst members of the public, so it is important that work is carried out <u>sensitively</u> and as specified, **ensuring unnecessary damage to the woodland is avoided**.

## Timing:

Work must be completed between **1 October 2024 and 28 February 2025**, to avoid disturbance to nesting birds.

### Nature of the job:

- Climbing ash trees is not permitted.
- The supplier will have the responsibility for carrying out checks of PRFs (Potential Roost Features). The supplier must have a trained person on site who is qualified to inspect PRFs for bat roosts. Supporting documentation of relevant training to be submitted with quote.
- With reference to the attached spreadsheet (Felling list 2024\_25):
  - Trees with PRFs will require inspection by a qualified person immediately prior to felling. If the PRF is identified as an active roost, work must stop on that tree immediately. If no active roost is present, the tree can be felled.
  - Trees with no PRFs to be felled from the ground. These can be felled without further inspection.
- Any trees with PRFs that cannot be checked due to access issues should not be felled. A record of these trees must be kept and submitted to your contacts at Natural England.
- Most trees are sprayed with an obvious pink X.
- If a PRF has been identified, a small yellow circle is also sprayed on the trunk.
- Secondary identification by tag or sprayed number will also be present.
- No felling over the NNR boundary is permitted unless agreed in advance.
- Trees must be felled to minimise damage to adjacent trees. The following is acceptable:
  - Coppicing hazel or felling birch to clear the direction of fell
  - Damage to oak branches below 10cm in diameter providing no potential bat roosts are disturbed and no branches are left hanging from the canopy.
- For trees with approximate diameters of 15cm or more, the main bole should be left whole if not on a path or boundary.
- All other timber (below 15cm diameter) to be stacked in 2m lengths where convenient. Everything else can go into brash piles.

#### Site considerations:

Access by vehicle is only permitted as per the attached access map, vehicles must not be driven off the hard standing. N.B. The purple track is suitable for ATV/quad bikes only. 4 x 4 pick-ups/Land Rovers should not be used. Any track or ground damage must be made good at the expense of the contractor.

## **NE Version 1.0**

#### Supporting documentation:

The successful contractor will be required to provide:

- Detailed methodology outlining exactly how they intend to fulfil the requirements of the contract.
- Operator competency certificates for all machinery used in completion of the job.
- Proof of certification from an accredited course on inspecting PRFs
- Proof of membership to accredited organisations or schemes e.g. Arboricultural Association or CHAS
- Job risk assessment (taking into account all specific site risks, please see Langley Wood Site RA) and evidence of relevant health and safety policies.
- Current public liability and employer's liability insurance

#### **Evaluation Methodology**

- We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:
- Technical 60%
- Commercial 40%
- Details of the breakdown can be found on the RFQ

**Appendix 3: Charges** 

Contract:	Langley Wood National Nature Reserve - tree felling contract 2024/25
Date:	[23 August 2024]
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	