



Department
for Environment
Food & Rural Affairs

Conditions of Contract Short Form Enhanced

October 2021

Contents



Department
for Environment
Food & Rural Affairs

NCC Group Security Services Limited (the "Supplier")
XYZ Building, 2 Hardman Boulevard, Spinningfields, Manchester, M3 3AQ

Attn: [REDACTED]

By email to: [REDACTED]

Date: 29 September 2023
Our ref: C21065

Dear NCC Group Security Services Limited,
[REDACTED]

[REDACTED]

[REDACTED]

The attached contract details ("**Order Form**"), Supplier terms and conditions ("**Conditions**") and the **Annexes** set out the terms of the contract between Secretary Of State for Environment Food & Rural Affairs and the Supplier for the provision of the services and deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the services and deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to [REDACTED] at the above correspondence within 7 days from the date of this letter, which will create a binding contract between us.


No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

Claudia Le Blanc
[REDACTED]

Order Form

1. Contract Reference	C21065
2. Date	29/09/2023
3. Authority	Secretary Of State for Environment Food & Rural Affairs, Nobel House, 17 Smith Square, London, SW1P 3JR
4. Supplier	NCC Group Security Services Limited registered address (if registered) XYZ Building, 2 Hardman Boulevard, Spinningfields, Manchester, M3 3AQ and registration number (if registered) 4474600
4a. Supplier Account Details	
5. The Contract	<p>The Supplier shall supply the Services and Deliverables described below on the terms set out in this Order Form and the Supplier's contract conditions attached hereto as separate documents ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>Notwithstanding anything to the Contrary in the Contract, in the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. the following clauses of the Conditions: 1 (Contract Structure), 2 (Interpretation), 8 (Confidentiality & Publicity), 9 (Data Protection), 10 (Liability), 12 (Anti-Bribery and Modern Slavery), 13 (Third Party Rights), 14 (Force Majeure) and 15 (General) (the 'Core General Terms'). 2. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority. 3. one or more applicable Service-Specific Modules (including any documents specifically identified in the Service-Specific Modules).

	<p>3. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.</p> <p>4. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>).</p> <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p>	
6. Deliverables	Goods	N/A
	Services	<p>CAF Development Support</p> <p>[To be performed at the locations agreed between the parties in writing]</p>
7. Specification	<p>The specification of the Services and Deliverables is as set out in Annex 2.</p>	
8. Term	<p>The Term shall commence on 1 October 2023 (the Start Date)</p> <p>and the Expiry Date shall be 30 September 2025, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>No extension option is applicable for this call-off.</p>	
9. Charges	<p>The Charges for the Deliverables shall be as set out in Annex 3.</p>	

10. Payment	<div data-bbox="523 183 1415 257" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="523 286 932 327" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="523 353 943 611" data-label="Text"><p>[REDACTED]</p></div> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. Supplier shall invoice the Authority for the Services in full after receipt of the PO Number. The Authority agrees that its failure to issue a valid PO Number within the aforementioned timescales shall not prevent the Supplier from invoicing or being paid in respect of the Services.</p> <p>The Authority shall pay each invoice (including invoices for Cancellation Fees) in full and cleared funds to the bank account nominated in writing by the Supplier within thirty days (30 days) of the date of the invoice. All payments due under the Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <div data-bbox="523 1458 1378 1603" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="523 1632 786 1673" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="523 1702 1378 1848" data-label="Text"><p>[REDACTED]</p></div>

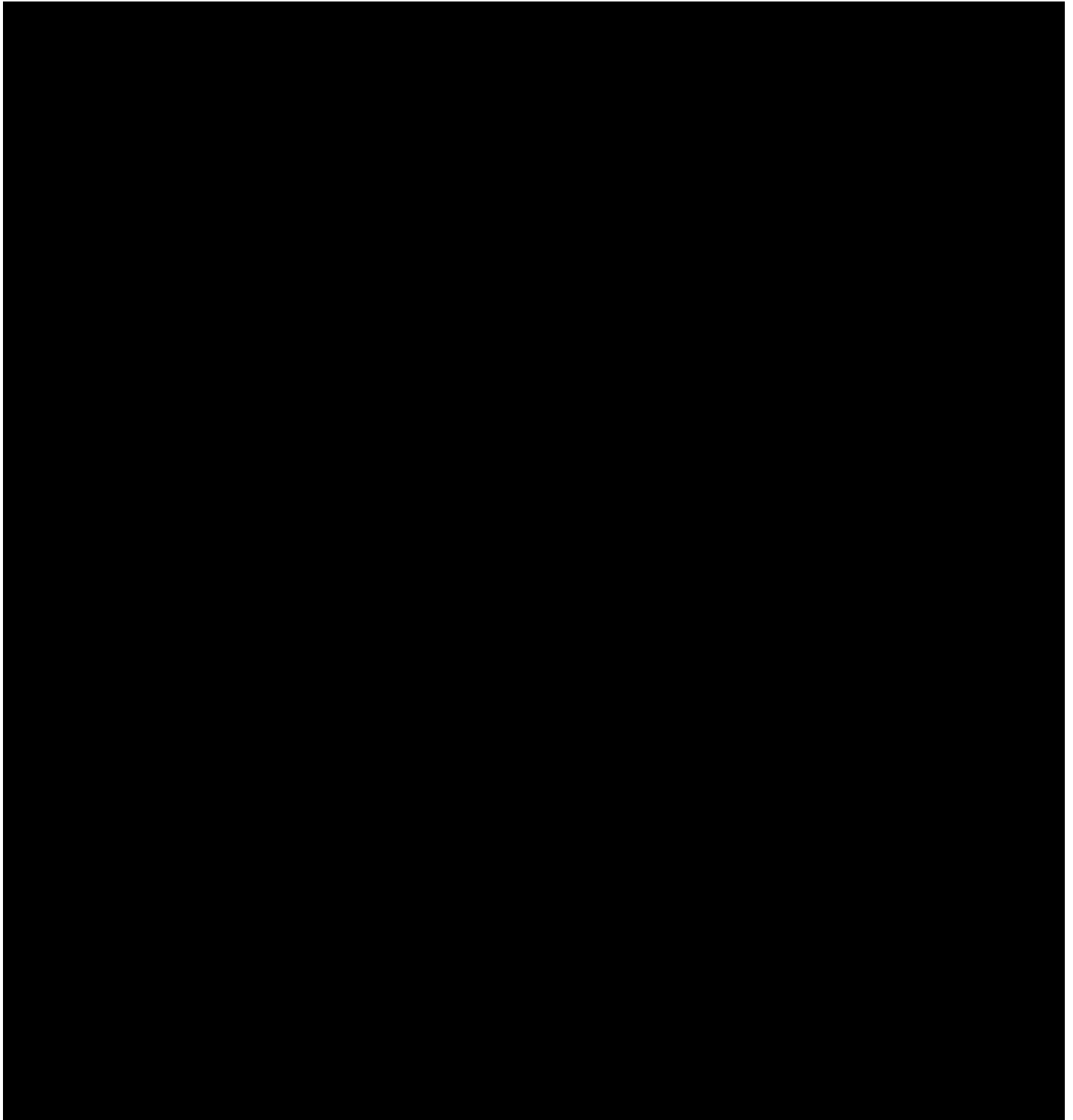
12. Address for notices	<div> <div> Authority: Secretary Of State for Environment Food & Rural Affairs Nobel House, 17 Smith Square, London, SW1P 3JR </div> <div> Supplier: NCC Group Security Services Limited XYZ Building, 2 Hardman Boulevard, Spinningfields, Manchester, M3 3AQ </div> </div> <div> Attention: [REDACTED] Attention: [REDACTED] </div> <div> Email: [REDACTED] Email: [REDACTED] </div>
13. Key Personnel	<div> <div> Authority: [REDACTED] </div> <div> Supplier: [REDACTED] </div> </div> <div> Secretary Of State for Environment Food & Rural Affairs Nobel House, 17 Smith Square, London, SW1P 3JR </div> <div> XYZ Building, 2 Hardman Boulevard, Spinningfields, Manchester, M3 3AQ </div> <div> [REDACTED] </div>
14. Procedures and Policies	N/A

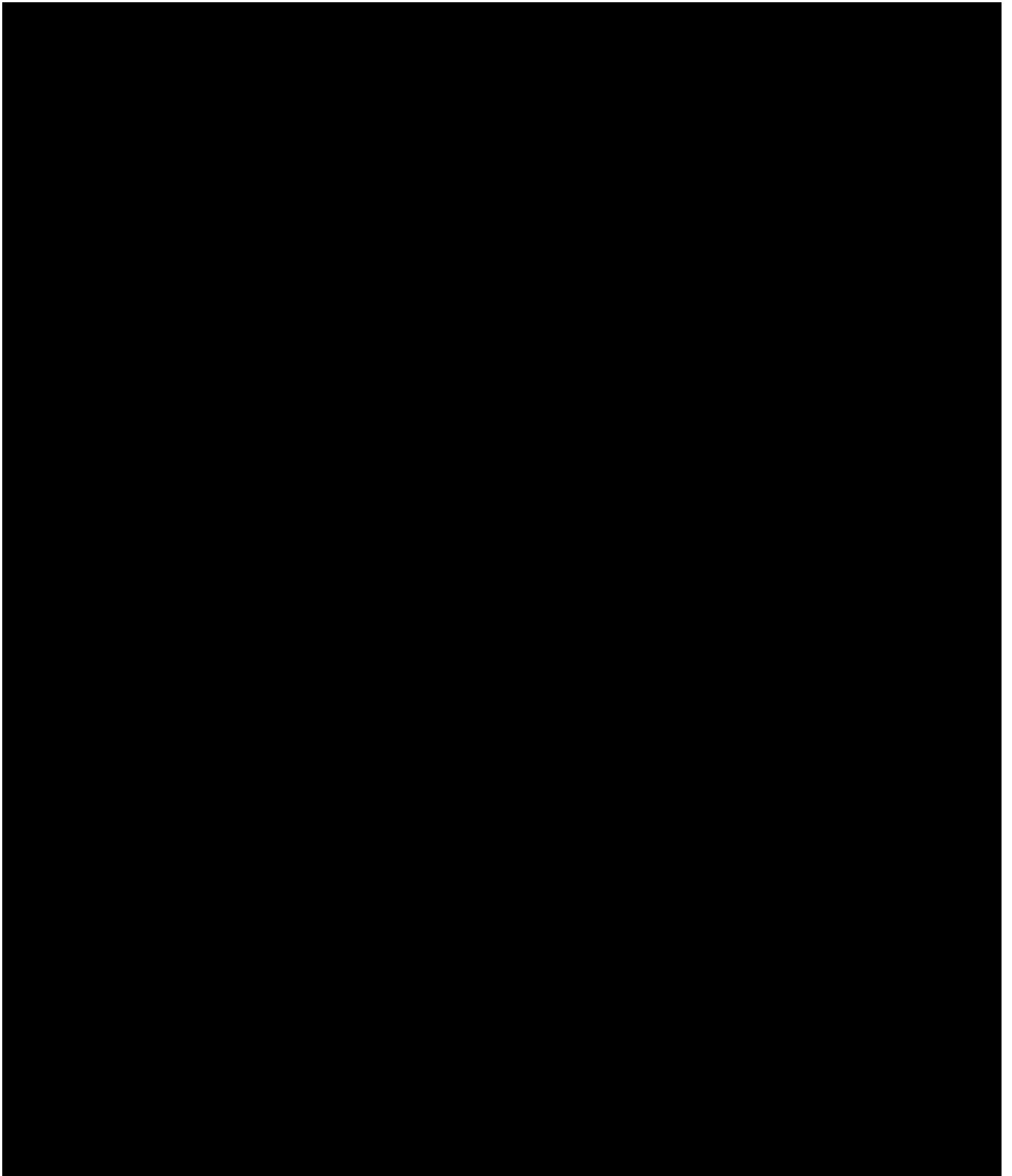
15. Limitation of Liabilities	As per Clause 10 of the Conditions.	
16. Insurance	- N/A	
Signed for and on behalf of the Authority		Signed for and on behalf of the Supplier
Name:		Name:
Date:		Date:
Buyer Sig		Supplier Signature

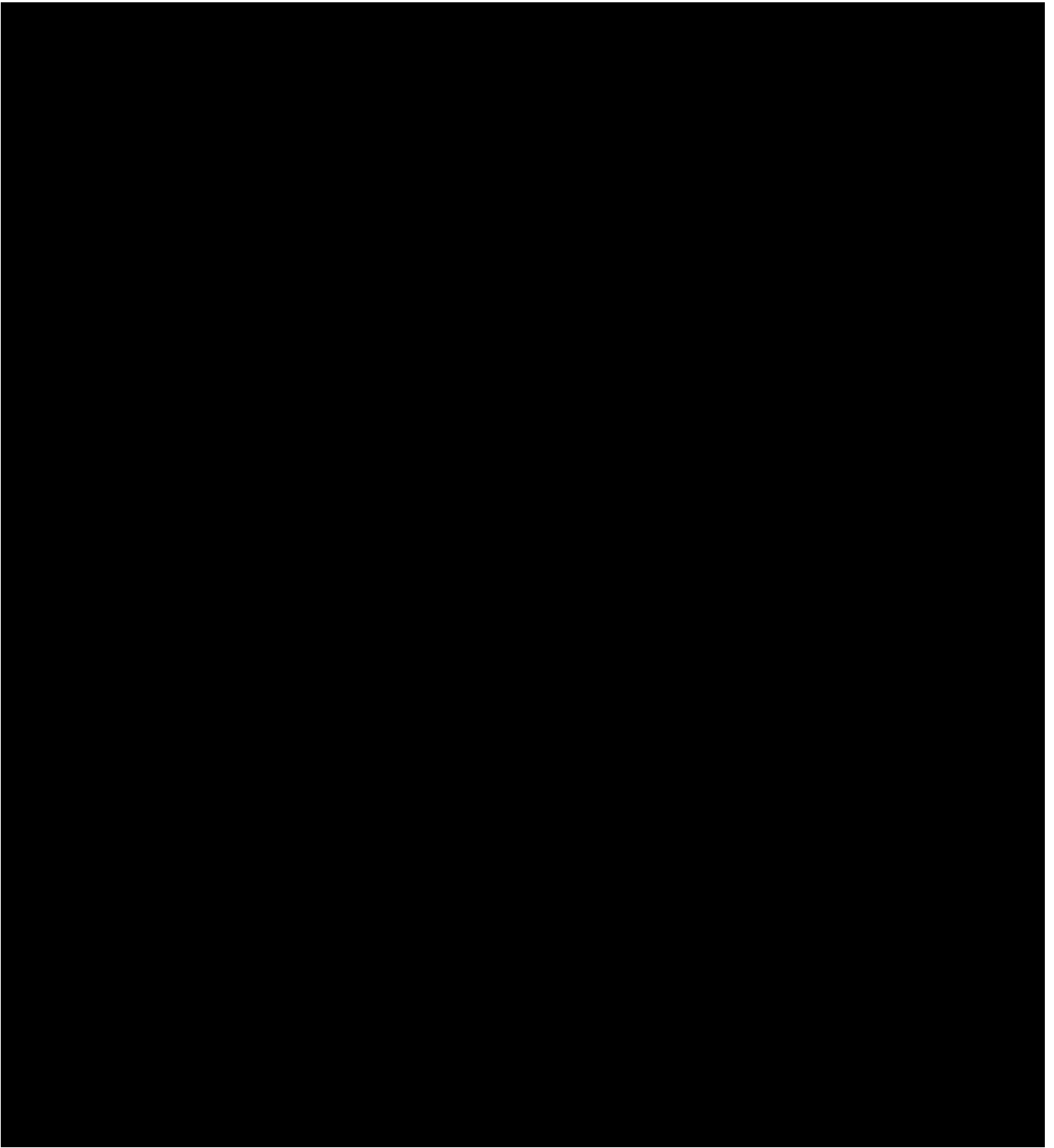
Annex 1 – Authorised Processing Template – not used

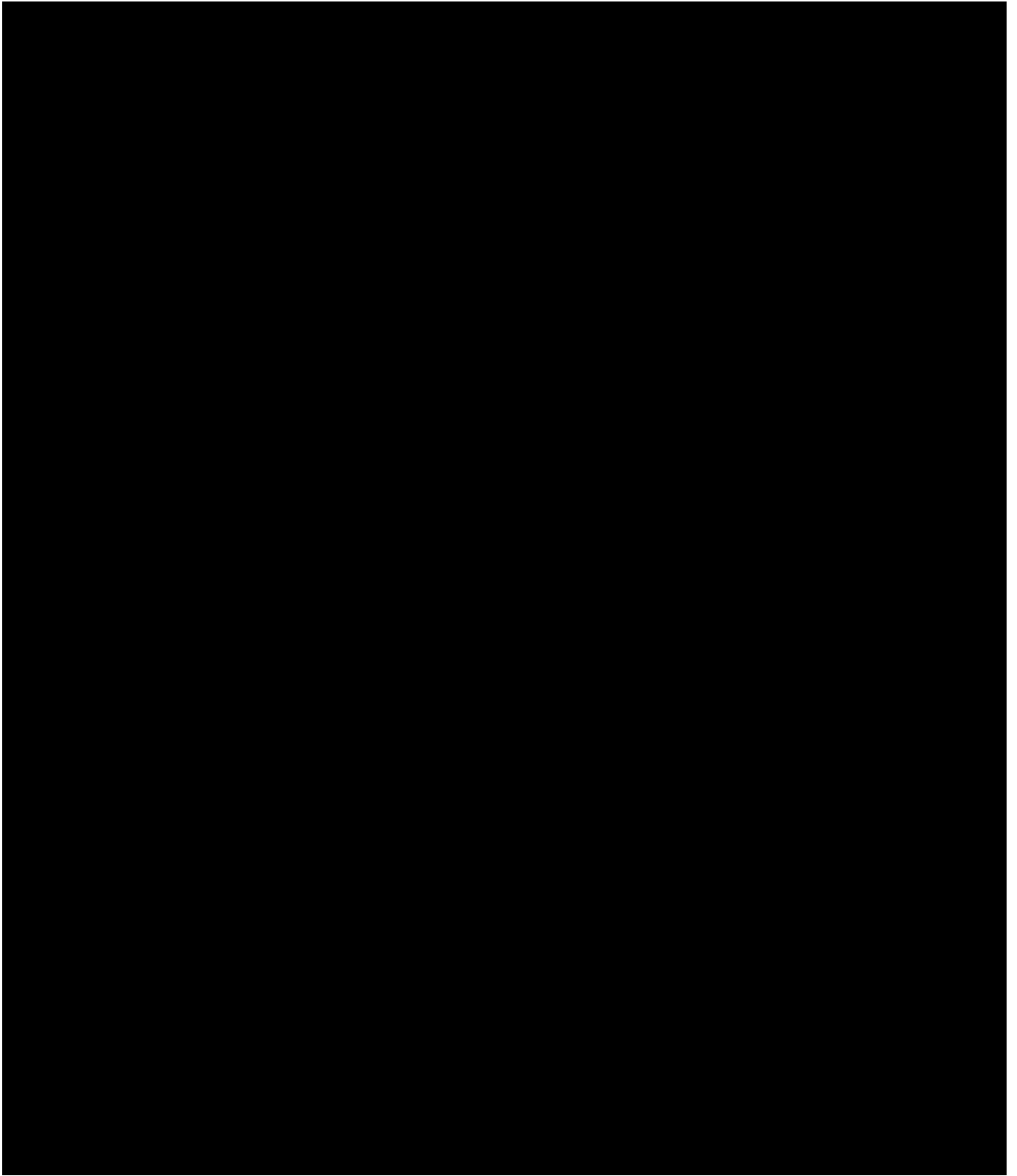
Contract:	[XXXX]
Date:	
Description Of Authorised Processing	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

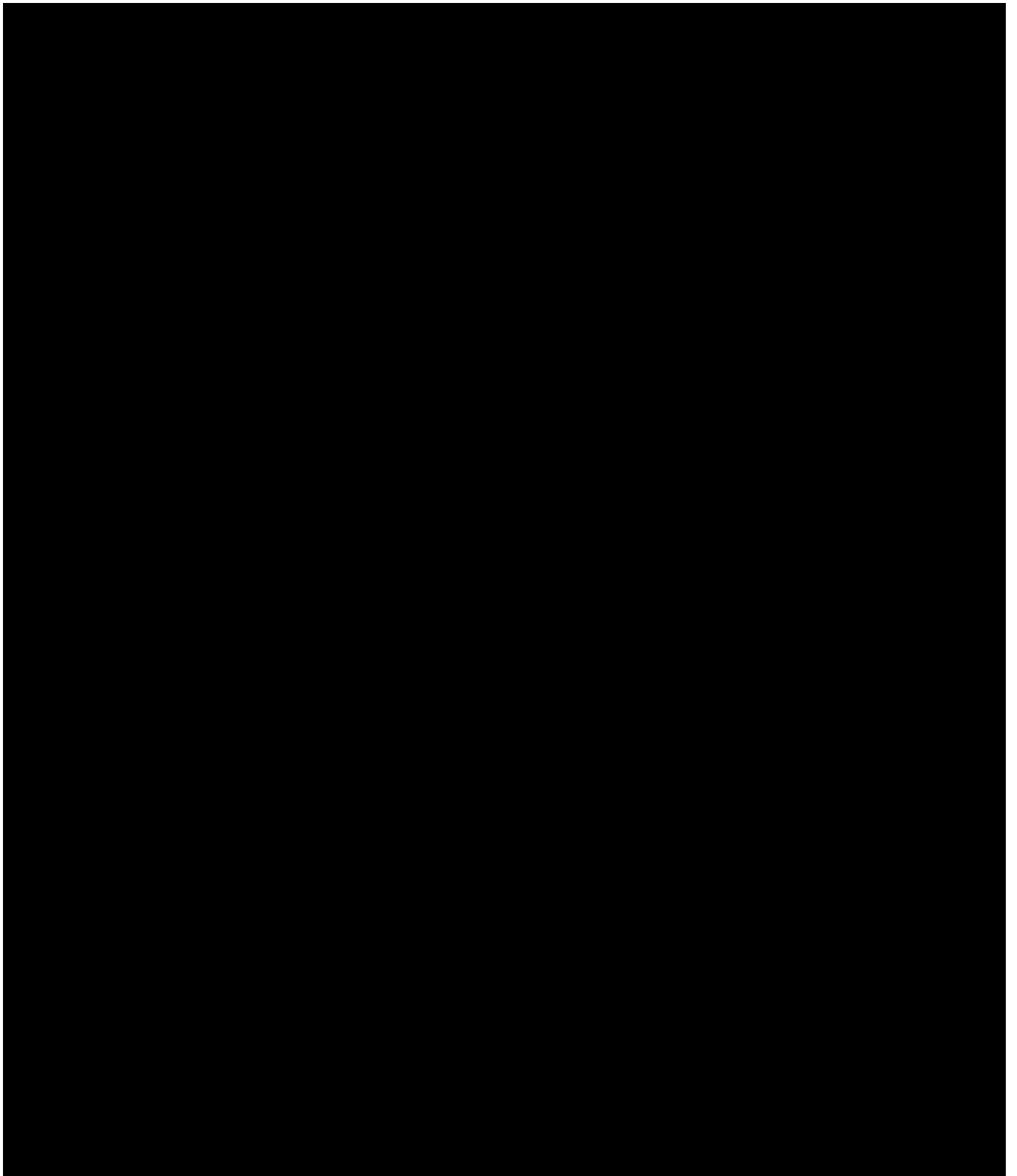
Annex 2 – Specification

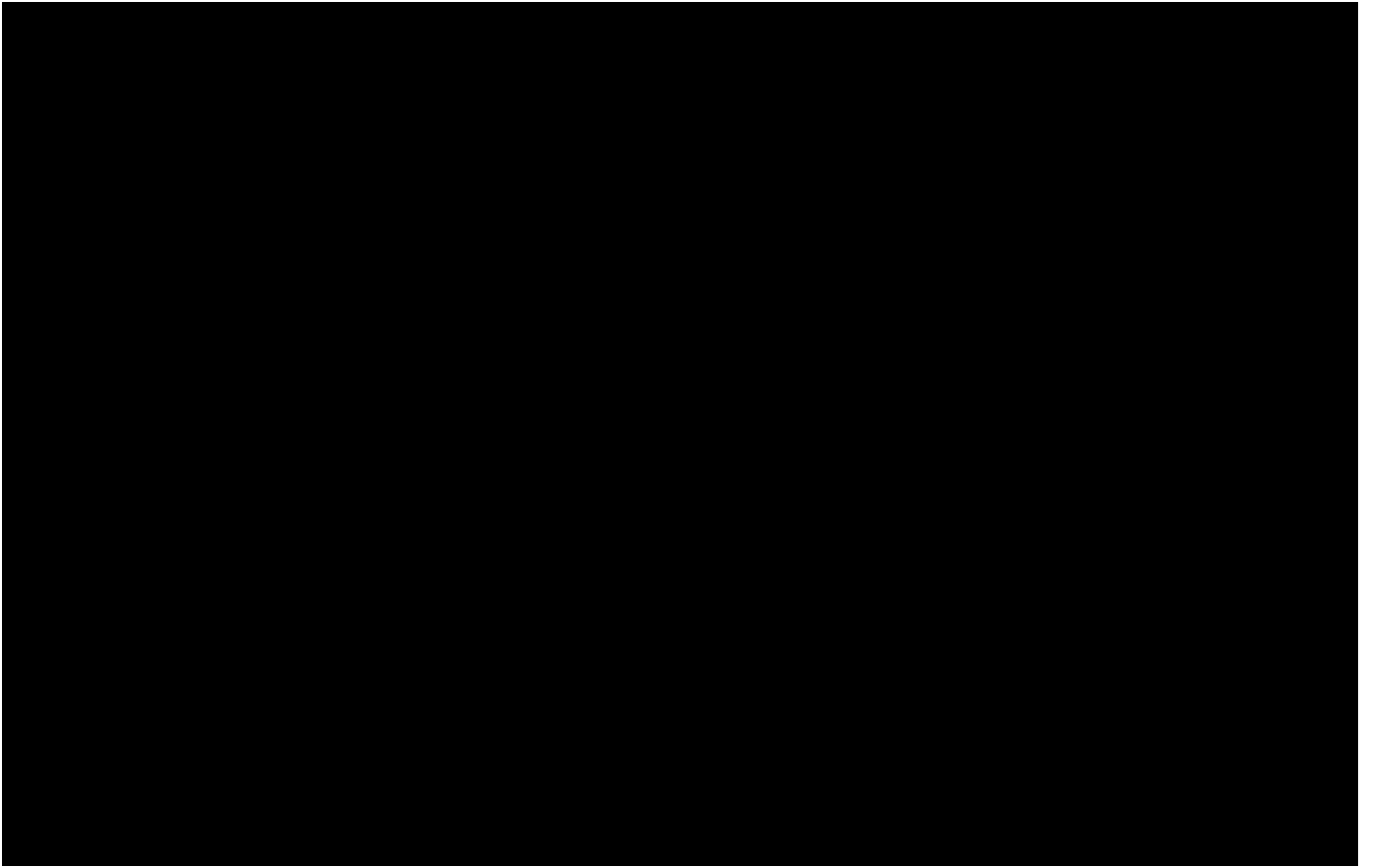












Annex 3 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3;

2. Rates and Prices

Element	Scope of Work	Qty	Price	Total
			Total cost excluding VAT & Expenses	

3. Currency

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

4. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

5. Electronic Invoicing

- 5.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 5.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:

- 5.2.1 the date of the invoice;
 - 5.2.2 a unique invoice number;
 - 5.2.3 the period to which the relevant Charge(s) relate;
 - 5.2.4 the correct reference for the Contract
 - 5.2.5 a valid Purchase Order Number;
 - 5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 5.2.7 a description of the Deliverables;
 - 5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 5.2.9 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 5.2.10 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 5.2.11 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 790, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 5.4 Invoices submitted electronically will not be processed if:
- 5.4.1 The electronic submission exceeds 4mb in size
 - 5.4.2 Is not submitted in a PDF formatted document
 - 5.4.3 Multiple invoices are submitted in one PDF formatted document
 - 5.4.4 The formatted PDF is "Password Protected"

Annex 4 – Tender Submission

N/A – Not used

Annex 5 – Sustainability

N/A – Not used