

# **Contract Details**

This document (the **Contract Details**) sets out the key details of the **Contract** that has been agreed between the **OEP** and the **Supplier** in relation to the supply of the **Deliverables** described in these **Contract Details**.

This document should be read along with the **Core Terms** and any **Special Terms** that apply to the **Contract**, both of which form part of the **Contract**.

Words or phrases that are defined in the **Core Terms** have the same meanings when they are used in these **Contract Details**. These **Contract Details** are the **Order Form** (the phrase used in the Core Terms) for the purposes of this **Contract**.

When these **Contract Details** are signed by both **Parties**, the **Contract** between the **Parties** is created.

### 1. Contract reference

Contract name:	Evaluation of the coherence of the Climate Action Plan and Environmental Improvement Plan in Northern Ireland
Contract number:	INS228-01

# 2. The Parties to the Contract

#### The OEP

The Office for Environmental Protection, a Non-Departmental Public Body established under the Environment Act 2021 and having its principal office at Wildwood, Wildwood Drive, Worcester, WR5 2QT.

The **OEP's** principal contact person for this **Contract** is:

Name:	<insert name=""></insert>
Email:	<pre><insert address="" email=""></insert></pre>

INS228-01 Form of contract - DRAFT FOR INFORMATION.docx

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### **Supplier**

Supplier name:	<insert name="" supplier's=""></insert>
Registered or principal office address:	<pre><insert (if="" address="" not="" office="" or="" principal="" registered="" registered)=""></insert></pre>
Registration number:	<pre><insert (if="" number="" registered)="" registration=""></insert></pre>

The **Supplier's** principal contact person for this **Contract** is:

Name:	<insert name=""></insert>	
Email:	<insert address="" email=""></insert>	

### 3. The Contract

The **Supplier** shall supply the **Deliverables** described below on the terms set out in these **Contract Details** and in:

- (a) the **Core Terms** (Annex 1);
- (b) the **Special Terms** (if any);
- (c) any other Annexes to these Contract Details; and
- (d) any other documents referenced as forming part of the **Contract**.

In the event of any conflict between these **Contract Details** and (a) or (d) above, these **Contract Details** shall prevail.

Please do not attach any **Supplier** terms and conditions to these **Contract Details** (or send them separately to the **OEP**), as they will not be accepted by the **OEP** and may delay conclusion of the **Contract**.

## 4. Special Terms

There are no **Special Terms** for the purposes of this **Contract**.

# 5. Specification

The **Specification** of the **Deliverables** is set out in the following document(s), which are incorporated by reference into this section 5 of the **Contract Details**:

the OEP's invitation to tender or request for proposals dated <insert date>

• the **Supplier's** tender or proposal document dated <a href="Insert date">Insert date</a> (including any subsequent clarifications made to that tender or proposal document)

## 6. Contract Duration

Start Date	The date of the latest signature of these Contract Details
Expiry Date	<insert contract="" date="" early="" end="" extended="" on="" or="" subject="" termination="" the="" to="" unless="" which="" will="">, unless it is otherwise extended or terminated in accordance with the terms of the Contract.</insert>
Extension Period	The <b>OEP</b> may extend the <b>Contract Duration</b> at its discretion in accordance with clause 9.2 of the <b>Core Terms</b> .
	The terms of the <b>Contract</b> shall continue to apply throughout any such extended period and the <b>Expiry Date</b> will be extended accordingly.

# 7. Charges

The Charges for the Deliverables shall be as set out below.

## **Charges**

The **Charges** are a fixed price of <a href="Insert fixed price">Insert fixed price</a> (excluding VAT).

These Charges are detailed as:

		Co	est
	Activity description	(exc VAT)	(inc VAT)
1		£	£
2		£	£
3		£	£
4		£	£
5		£	£
6		£	£
	TOTAL SERVICES	£	£

#### **OFFICIAL**

Budget for reimbursable expenses	£	£
TOTAL CHARGES	£	£

The **Charges** will be payable to the **Supplier** based on satisfactory delivery of the milestones set out in the table below.

		Milestone	Milestone	payment
	Milestone/invoice deliverables	Date of Delivery	(exc VAT)	(inc VAT)
M1			£	£
M2			£	£
M3			£	£
	TOTAL SERVICES		£	£
	Budget for reimbursable expenses	M.	£	£
	Total VAT @20%	2		£
	TOTAL CHARGES		£	£

The Supplier shall deliver each milestone by the associated milestone Date of delivery.

The Supplier shall be entitled to invoice the **OEP** for a milestone payment stated above when the **OEP** confirms to the **Supplier** that the associated milestone has been delivered satisfactorily.

The **Supplier** shall ensure the correct VAT rate is used for each **Charge** or expense being claimed.

The **Supplier** shall provide such additional information and evidence as the **OEP** may request in relation to any proposed **Charges** (including, for example, copies of expense receipts).

Any charges for any additional or amended **Services** shall be agreed with the **OEP** in advance of those **Services** commencing and shall be calculated based on rates no higher than those stated in the table below:

Role	Supplier Staff	Key Personnel?	Rate (per <a href="mailto:key"><a href="mailto:key">mailto:key</a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a>
			,

<pre><insert category="" contract="" delivery="" in="" individual,="" of="" or="" role="" the="" title,=""></insert></pre>	<pre><insert individual="" name="" of=""></insert></pre>	<yes no="" or=""></yes>	<insert rate=""></insert>

The rates set out in the table above are <fixed for the Contract Duration.

#### **Expenses**

There is no budget for reimbursable expenses relevant to the delivery of the **Deliverables**. The **Charges** set out above are inclusive of all costs and expenses relating to the provision of the **Deliverables**.

#### [or]

A budget is provided for agreed reimbursable expenses relevant to the delivery of the **Deliverables**. This budget is stated in the **Charges** table above and is the maximum that can be recharged.

The amount of any such costs or expenses must be approved in advance by the **OEP** before being incurred by the **Supplier**, otherwise the **Supplier** cannot claim the costs or expenses from the **OEP**.

Expenses shall only be recharged as incurred by the **Supplier** without any mark-up or administration fees applied by the **Supplier** or their **Sub-contractors**.

#### **Payment** 8.

All invoices must be sent to the OEP's Finance function by email to finance@theoep.org.uk

The Supplier must be in receipt of a valid Purchase Order Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes the following details:

- a valid Purchase Order Number;
- the contract name and contract number;
- the OEP's contact person for the Contract;
- a detailed breakdown of **Deliverables** which have been delivered, including the delivery date and (if applicable) identification of the **Milestone(s)** completed;

- the amount of payment requested; and
- the Supplier's bank account details.

Invoices that are not compliant or are missing this information will be returned to the **Supplier**, which may lead to a delay in payment.

## 9. Key Personnel

There are no **Key Personnel** for the purposes of this **Contract**.

#### [or]

The **Supplier** shall use the following **Key Personnel** for the stated roles in the delivery of the **Contract**:

Key Personnel	Key Personnel role
<pre><insert and="" job="" key="" name="" of="" personnel="" the="" title=""></insert></pre>	<insert contract="" delivery="" in="" key="" of="" personnel="" role="" the=""></insert>

# 10. Approved Subcontractors

There are no **Approved Subcontractors** for the purposes of this **Contract**.

### [or]

The **Key Personnel** are stated in the table of rates provided in section 7 (Charges) of these **Contract Details**.

The **Supplier** shall use the **Key Personnel** for the stated roles in the delivery of the **Contract**.

# 11. Staff Vetting Requirements

The **Supplier** shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the **Contract**, relevant to the work of the **OEP**, or is of a type otherwise advised by the **OEP** (each such conviction a "Relevant Conviction"), or is found by the **Supplier** to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the **Deliverables**.

# **Signatures**

This **Contract** is signed by the **Parties** as follows:

#### OFFICIAL

# Signed for and on behalf of the OEP

Signed:	
Name:	
Role title:	
Date of signing:	
	nalf of the Supplier
Signed for and on beh	
Signed for and on beh	
Signed:	

## **Annex 1** Core Terms

The **Core Terms** are on the **OEP's** website at <u>www.theoep.org.uk/suppliers</u> and are incorporated into this **Contract**. The version that applies is the one current at the date of the latest signature to these **Contract Details**.