



CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : A Service Provider to Manage a Project Management

Office to Support Coordination of China-UK Cooperation on Forest Governance, Markets and Climate: International Forest Investment & Trade Programme

(FGMC - InFIT)

PURCHASE ORDER NUMBER: PO 7886

THIS CONTRACT is made

BETWEEN: The Secretary of State for International Development at the Department for

International Development, Abercrombie House, Eaglesham Road, East

Kilbride, Glasgow, G75 8EA, United Kingdom ("DFID");

AND : LTS International Ltd ("Supplier") whose registered office is situated at

Pentlands Science Park, Bush Loan, Penicuik, Nr Edinburgh, EH26 0PH

(together "the Parties").

WHEREAS:

A. DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID Climate and Environment Department (the "Recipient"); and

B. the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract shall be comprised of the following documents:

| Section 1 | Form of Contract |
|-----------|--------------------|
| Section 2 | General Conditions |
| Section 3 | Terms of Reference |
| Section 4 | Special Conditions |
| Section 5 | Schedule of Prices |

This Contract constitutes the entire agreement between the Parties in respect of the Suppliers obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed (including the applicable Purchase Order Number at the top of Section 1), and signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Contract void.





No payment will be made to the Supplier under this Contract until a copy of the Form of Contract, signed on behalf of the Supplier, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Supplier shall start the Services on 10 February 2017 (the "Start Date") and shall complete them by 9 March 2018 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £899,827 exclusive of any government tax, if applicable (the "Financial Limit").

5. Time of the Essence

Time shall be of the essence as regards the performance by the Supplier of its obligations under this Contract.

| For and on behalf of The Secretary of State for | Name: |
|--|------------|
| International Development | Position: |
| | Signature: |
| | Date: |
| | |
| For and on behalf of LTS International Ltd | Name: |
| LTS International Etu | Position: |
| | Signature: |
| | Date: |

CB116 (March 2014)