

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : External Review of DFID Malawi's Private Sector Development Programme

PURCHASE ORDER NUMBER : PO 6961

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, Abercrombie House, 4th Floor East Wing, Eaglesham Road, East Kilbride, Glasgow G75 8EA. ("DFID");

AND : Landell Mills Development Consultants ("Supplier")
[whose principal place of business, or, where the Supplier is a company, whose registered office is situate at :

Landell Mills Limited
Bryer Ash Business Park
Bradford Road
Trowbridge
Bath
BA14 8HE
Uk

(together "the Parties").

WHEREAS:

- A.** DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID/MALAWI (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 Monday 18th May 2015 (the "Start Date") and shall complete them by November 18th 2021 (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 £ **386,120.00** 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.

6 Break Clauses

Break Points

Due to the nature and duration of the Programme, the Contract must have adequate provision for variation to adapt to changes that occur during the life of the Programme. DFID shall, as a condition of proceeding from the inception phase to implementation, have the right to request changes to the Contract, including the Services, the Terms of Reference and the Contract Price to reflect lessons learned, or changes in circumstances, policies or objectives relating to or affecting the Programme.

The key review points for the Programme and Contract are at stages as described the Terms of Reference, i.e. after the inception phase and at annual reviews points as detailed in TOR.

8. Scale Up/Down

The Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the Programme (i.e. in relation to the Programme's inputs, outputs, deliverables, outcomes and prize fund element) during the course of the contract.



For and on behalf of
The Secretary of State for
International Development

Name:

Position: Procurement Manager

Signature:

Date: 21 May 2015

For and on behalf of

Name:

Position:

Signature:

Date: