

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR: Prime Contractor of an "Implementation and Analysis in Action of Accountability Programme" (IAAAP) in Somalia

PURCHASE ORDER NUMBER : PO 6725

THIS CONTRACT is made

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

AND : BMB Mott MacDonald ("Supplier")
whose principal place of business, or, where the Supplier is a company,
whose registered office is situated at Amsterdamseweg 15, 6814 CM
Arnhem, PO BOX 550, 6800 AN Arnhem, The Netherlands

(together "the Parties").

WHEREAS:

- A.** DFID requires the Supplier to provide the services as defined in the "Terms of Reference" and associated documents referenced therein within Section 3 (the "Services") to DFID – Research & Evidence Division (the "Recipient"); and as per e-mail headed "Revised Offering RE: PO6725 Somalia Accountability Programme IAAAP" from received by DFID at 09:21 on Wed 03/12/2014
- 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 19 January 2015 (the "Start Date") and shall complete them by 31 August 2019 (the "End Date"), unless this Contract is terminated earlier in accordance with its terms and conditions or it is extended by DFID to a later date, agreed by the parties to the Contract.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed the agreed contract value of £2,368,218 exclusive of any government tax, if applicable (the "Financial Limit"). Unless the Contract Works are changed or varied, as agreed by the parties to the Contract. As the fund component in this contract is not pre-financed by the Supplier, the fund element is not included in the above Financial Limit. Section 5 details the fund element which is £9,844,000

The supplier commits to finalising the position around any taxation payable on this programme by the end of the Inception Phase. Further discussion will then be required to agree the extent of any taxation liability that could be passed on to DFID.

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
International Development

Name: Redacted
Position: Contract Officer
Signature:
Date: 20 January 2015

For and on behalf of BMB Mott Macdonald

Name: Redacted
Position:
Signature:
Date: