

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : Initial Design Phase for the Camogli Health Facility,
Tristan Da Cunha
PURCHASE ORDER NUMBER : PO 7340

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 ("DFID");

AND : Galliford Try Infrastructure Limited ("Supplier"), a company incorporated in England under the Companies Act 2006 (registration number SC055775) whose registered office is situated at PO Box 17452, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 1LB

(together "the Parties").

WHEREAS:

- A.** DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to the Administration of Tristan Da Cunha (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 Services to be provided by the Supplier and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4. This Contract shall subsist until either 15 November 2015 or the date of execution by the parties of the NEC3 Main Contract for the entire project, whichever is earlier. At such time this Contract, (the terms of which in no way set a precedent for the terms and conditions which parties shall agree for the remainder of the project) shall cease to have effect.

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 16 October 2015 (the "Start Date") and shall complete them by 13 November 2015 (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 £100,000 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 act.

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

Name:

Position:

Signature:

Date: 16 October 2015

For and on behalf of

Galliford Try Infrastructure Limited

Name:

Position:

Signature:

Date: