

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : United Kingdom Nigeria Infrastructure Advisory Facility (UKNIAF) infrastructure improvement works;

PURCHASE ORDER NUMBER : PO 8448

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, 22 Whitehall, London, SW1A 2EG ("**DFID**");

AND : WYG International B.V. (UK branch) ("**Supplier**") whose principal place of business, or, where the Supplier is a company, whose registered office is situated at Geneva Building, Lake View Drive, Sherwood, Business Park, Annesley, Nottingham, NG15 0ED, UK

(and DFID and the Supplier together shall be the "**Parties**").

WHEREAS:

- A.** DFID wishes to proceed with the appointment of the Supplier to provide the Services to Government of Nigeria, its Ministries, Agencies, and Counterparts as set out in Contract Section 3 – Terms of Reference (the "Recipient") in respect of a number of infrastructure projects in the Federal Republic of Nigeria; and
- B.** DFID wishes to have provided by the Supplier technical assistance in accordance with this Contract in relation to a number of different projects which will be instructed separately (a "Task") via an individual instruction from DFID (the "Task Order") and such Tasks will focus on five areas:
- i. the power sector,
 - ii. the Federal road network,
 - iii. Public Private Partnerships,
 - iv. reform of the Federal capital budget
 - v. support to rebuilding of social and economic infrastructure in Borno and Yobe states in the North East of the Federal Republic of Nigeria. (Support provided is expected to range from the funding of full-time experts embedded in counterparty institutions through to short-term individual consultancy assignments).

such Services being more particularly described in the Terms of Reference and being more particularly specified or clarified in each relevant Task Order (the "Services") and 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	Standard Terms and Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 5	Schedule of Prices
Section 6	The Template Task Order (and each Task Order subsequently issued in accordance with this Contract)

2. Contract Signature

If the original Form of Contract is not returned to the DFID 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.

Notwithstanding the provisions of Section 2, 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 DFID Contract Officer.

3. Commencement Date, End Date of Initial Period and Term

The Services shall commence on 14th October 2019. The end date of the Initial Period shall be 13th October 2023.

The Term of this Contract shall be the Initial Period, unless DFID exercises its option to extend the Term of the Contract under Section 4, in which case the Term shall be the period 14th October 2019 until the date specified in any Notice to Extend served by DFID on the Supplier under Section 4.

The Services for each Task¹ shall commence on the commencement date set out in the relevant Task Order and the end date of each Task shall also be set out in the relevant Task Order. The minimum period of notice required to be provided by DFID to the Supplier in order to extend the Task period shall be specified in the relevant Task Order.

DFID are not obliged to instruct the Supplier in relation to any minimum number of Tasks under this Contract and the instruction of the Supplier to provide Services in respect of a Task is entirely at DFID's discretion.

4. Financial Limit

Total Payments made by DFID to the Supplier under this Contract during the Initial Period shall not, in any circumstances, exceed £72,800,000 exclusive of any government tax, if applicable.

Total Payments Made by DFID to the Supplier under this Contract during the Term shall not in any circumstances exceed £109,200,000 exclusive of any government tax, if applicable.

¹ A Task is work within the Services which DFID may instruct the Supplier to carry out within a stated period of time.

Unless and until such time as the Contract is extended in accordance with its terms, "Financial Limit" (for the purposes of section 4 (clause 6) shall be £72,800,000.

Payments under this Contract in relation to each Task shall not, in any circumstances, exceed the amount specified in the relevant Task Order.

5. Programme Name

The Programme Name to which this Contract relates is United Kingdom Nigeria Infrastructure Advisory Facility (UKNIAF).

6. Time of the Essence

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

Signed by an authorised signatory

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

Name: REDACTED

Position: REDACTED

Signed by an authorised signatory
for and on behalf of the Supplier

Name: REDACTED

Position: REDACTED