

## CONTRACT FOR SUPPLIER SERVICES

### Section 1 - FORM OF CONTRACT

CONTRACT FOR : Humanitarian Emergency Response Operations and  
Stabilisation (HEROS)  
PURCHASE ORDER NUMBER : PO 7900

#### THIS CONTRACT is made

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

**AND** : Palladium International Limited ("Supplier") whose principal place of  
business, or, where the Supplier is a company, whose registered office is situate at 2nd Floor  
Turnberry House, 100 Bunhill Row, London EC1Y 8ND,

(together "the Parties").

#### WHEREAS:

- A. DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID and the Stabilisation Unit (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	Standard Terms and Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 5	Schedule of Prices

Palladium Technical Proposal dated 08 May 2017  
Palladium Commercial Proposal dated 08 May 2017

#### 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**

- (a) This Contract shall commence on 12 July 2017 (the "Commencement Date") and end on the 31 October 2022 (the "End Date") or such other date as is agreed in accordance with 3(c) of this Section 1 unless terminated earlier in accordance with its terms and conditions and this period shall be the "Term" for the purposes of this Contract.
- (b) The Supplier shall commence transition on the Commencement Date, and will commence full service delivery on 01 November 2017 (the "Service Delivery Date").
- (c) DFID may extend the transition period by up to two months by giving the Supplier at least one month's notice of such extension. If DFID chooses to extend the transition period it shall include a new Service Delivery Date and End Date in its notice to reflect the extension to the transition period.

**4. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed £330,000,000.00 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.

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

Name:  
  
Position:  
  
Signature:  
  
Date:

For and on behalf of  
Palladium International Limited

Name:  
  
Position:  
  
Signature:  
  
Date: