

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : Independent Evaluation of Trade Mark East Africa (TMEA) PURCHASE ORDER NUMBER : PO 7024

THIS CONTRACT is made

- **BETWEEN :** The Secretary of State for International Development at the Department for International Development, Abercrombie House, Eaglesham Rd, East Kilbride. G75 8EA ("DFID");
 - AND : Oxford Policy Management ("Supplier") whose principal place of business, or, where the Supplier is a company, whose registered office is situate at 6 St Aldates Courtyard, 38 St Aldates, Oxford. OX1 1BN

(together "the Parties").

WHEREAS:

- A. DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to TMEA's Programme Investment Committee (PIC) as well as the planned Council and Board¹ alongside the National Oversight Committees which exist in five of the six countries with active TMEA interventions (the "Recipient"); and the East African Community (EAC), regional governments, regional institutions such as the EAC Secretariat, multilateral and bilateral partners, business and civil society
- **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





Annex	1	Technical Proposal dated April 2015
Annex	2	Commercial Proposal dated April 2015
Annex	3	Post tender Clarification dated 20 July 2015
Annex	4	Contract Management Plan

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 3 August 2015 (the "Start Date") and shall complete them by 31 March 2019 (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 **£2,516,674** 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: Procurement and Commercial Specialist

Signature:

Date: 14 August 2015





For and on behalf of OPM

Name:

Position:

Signature:

Date: