

## CONTRACT FOR SUPPLIER SERVICES

### Section 1 - FORM OF CONTRACT

CONTRACT FOR : Preventing Maternal Deaths (PMD)  
PURCHASE ORDER NUMBER : 7960

**THIS CONTRACT is made**

**BETWEEN** : The Secretary of State for International Development at the Department for International Development, [Insert Address] ("DFID");

**AND** : Marie Stopes International ("Supplier") whose registered office is situated at 1 Conway Street, Fitzroy Square, London, W1T 6LP

(together "the Parties").

#### **WHEREAS:**

- A. DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to [DFID/*the name of overseas government or organisation* (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 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 1 May 2017 (the "Start Date") and shall complete them by 30 June 2018 (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 £44,777,221 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: Head of Programme Sourcing

Signature:

For and on behalf of  
Marie Stopes International

Name:

Position:

Signature: