

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : Scaling up Growth: Addressing Stunting in Tanzania Early (in the under 5s), (ASTUTE)

PURCHASE ORDER NUMBER : PO 6803

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, Abercrombie House, Eaglesham Road, East Kilbride, G75 8EA ("DFID");

AND : IMA World Health, (the Supplier), whose registered office is situate at 500 Main Street, PO BOX 429, New Windsor, MD 21776, USA

(together "the Parties").

WHEREAS:

- A. DFID requires the Supplier to provide the services as defined in the "Terms of Reference" and any associated documents referenced therein within Section 3 (the "Services") and Section 4 of this contract, to DFID Tanzania, including (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 November 2015 (the "Start Date") and shall complete them by 31 January 2020 (the "End Date"), inclusive of any applicable close-out procedures, unless this Contract is terminated earlier in accordance with its terms and conditions, or it is extended by DFID to a later date, agreed by the parties to the Contract.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed the agreed contract value of **£21,500,000**, which is inclusive of any irrecoverable Tanzania Government tax, where applicable (the "Financial Limit"), unless the Contract Works are changed or varied, as agreed by the parties to the Contract.

The Supplier warrants UK VAT is not payable under this contract.

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	Name:	
The Secretary of State for International Development	Position:	
	Signature:	
	Date:	27 November 2015
For and on behalf of IMA World Health	Name:	
	Position:	
	Signature: Date:	

CB116 (March 2014)