

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : Improved Governance and Accountability in the
Education Sector – Democratic Republic of Congo
PURCHASE ORDER NUMBER : PO 7037

THIS CONTRACT is made

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

AND : Mott MacDonald Limited ("Supplier")
whose registered office is situate at:
Mott MacDonald House, 8-10 Sydenham Road, Croydon, CR0 2EE

(together "the Parties").

WHEREAS:

- A. DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to the Government of the Democratic Republic of Congo (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 10 August 2015 (the "Start Date") and shall complete them by 9 August 2020 (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 £16,953,091 inclusive of any applicable local government tax and exclusive of any UK 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 Manager

Signature:

Date: 4 August 2015

For and on behalf of
Mott MacDonald

Name:

Position:

Signature:

Date: