

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR : **Malawi Education Sector Support**
PURCHASE ORDER NUMBER : **7139**

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, Abercrombie House, 4th Floor East Wing, Eaglesham Road, East Kilbride, Glasgow G75 8EA ("DFID")

AND : IMC Worldwide Ltd ("Supplier")
whose registered office is situate at 64-68 London Road, Redhill, Surrey, RH11LG.

(together "the Parties").

WHEREAS:

- A.** DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID/ Malawi (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

10886 ESM Malawi Commercial Bid_IMC, dated July 2015
10886 ESM Malawi Technical Part A B_IMC, dated July 2015
Annex A – IMC's PTC Letter of 15th October 2015
Annex B – IMC's PTC letter of 4th November 2015
Final Commercial Volume 4 Pro-forma 1-6 Rev C 151015

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 the 30th of November 2015 (the "Start Date") and shall complete them by the 21st February 2018 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

There will be several review points in the contract including after the end of the Inception Phase and every 6 months thereafter. Where performance is deemed to be unsatisfactory, DFID reserves the right to terminate the contract.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £ 7,000,000 exclusive of any government tax, if applicable (the "Financial Limit"). Where government tax is applicable, DFID reserve the right to reduce the amount of the managed fund element of the contract and will review and agree the impact on fees and expenses accordingly.

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
IMC Worldwide Ltd

Name:

Position:

Signature:

Date: