

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR: Ligada: DFID Mozambique's Programme for Women and Girls

PURCHASE ORDER NUMBER : 7053

THIS CONTRACT is made

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

AND : Oxford Policy Management ("Supplier")
whose principal place of business is

(together "the Parties").

WHEREAS:

- A.** DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID/Mozambique (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 1st August 2015 (the "Start Date") and shall complete them by 31st July 2019 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Contract Management

- 4.1 Due to the complexity of the Programme, the Contract must have adequate provision for variation to adapt to changes that occur during the life of the Programme. DFID shall, as a condition of proceeding from one phase to the next, have the right to request changes to the Contract, including the Services, the Terms of Reference and the Contract Price to reflect lessons learned, or changes in circumstances, policies or objectives relating to or affecting the Programme.
- 4.2 The key review points for the Programme and Contract are at stages as described in the Terms of Reference, ie after inception period, 12 months, and thereafter annually until the end of the contract. Continuation following a review point will be subject to the satisfactory performance of the supplier during the preceding period, and the continuing needs of the Programme based on the Political and Economic environment in Mozambique. The review points will involve undertaking a DFID managed review process to determine progress against agreed milestones and results. This does not necessarily lend itself to a physical break in the contract, it will be an opportunity to review the suitability of the contract and review milestones and deliverables. The supplier will also be expected to report quarterly on contract Key Performance Indicators (KPI). These contract key performance indicators will be jointly agreed with the supplier during the inception phase but will be based on Annex G – Commercial KPI and Supplier Performance Scorecard. Concerns on annual reviews and or contract KPI performance could lead to the implementation of Performance Improvement Plans and or contract termination if Improvement Plans are not successful. The contract will be terminated at no further cost to DFID or the supplier other than expenses and costs already committed in due consultation with DFID for any period after the termination which DFID will reimburse to the supplier.
- 4.3 DFID may terminate this contract pursuant to Clause 31 and 32 of the Framework Agreement, if agreement pursuant to Clauses 8.1 and 8.2 above is not reached.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £12,500,000 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:

Signature:

Date: 27 July 2015

For and on behalf of
Oxford Policy Management

Name:

Position:

Signature:

Date:

CB116 (March 2014)