

**DFID India**

British High Commission  
Shantipath  
Chanakyapuri  
New Delhi, India

**Framework Agreement with: HTSPE Limited and IMC  
Worldwide' ("the Supplier")**

Tel: Redacted  
E-mail: Redacted

**Framework Agreement for: Professional Evidence and  
Applied Knowledge Services (PEAKS): for Climate, Environment,  
Infrastructure & Livelihoods**

**Framework Agreement Purchase Order Number: 5749**

**Call-down Contract For: Technical Assistance to the Government of Nepal on Post Earthquake  
Reconstruction planning - "Reconstruction TA"**

**Contract Purchase Order Number: 7668**

We refer to the following:

1. The above mentioned Framework Agreement dated **11 July 2012**;
2. Your Technical proposal dated **27 June 2016**
3. Post bid clarification notes vide email dated **26 July 2016**
3. Your Commercial proposal dated **27 June 2016** and **04 August 2016**

and we confirm that DFID requires you to provide the Services set out in the Terms of Reference (Annex A), under the terms and conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

## **1. Commencement and Duration of the Services**

1.1 The Supplier shall start the Services no later than **12 August 2016** ("the Start Date") and the Services shall be completed by **11 August 2017** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

## **2. Recipient**

2.1 The Services shall be provided to Government of Nepal

## **3. Financial Limit**

3.1 Payments under this Call-down Contract shall not exceed **£599,582.60 (UK Pound Five Hundred Ninety Nine Thousand Five Hundred Eighty Two and Pence Sixty only)** ("the Financial Limit") and is exclusive of any government tax, if applicable, as detailed in Annex B

#### **4. Payment Basis**

4.1 Where the applicable payment basis is “Milestone Payment”, invoice(s) shall be submitted for the amount(s) indicated in Annex B as and when the relevant milestone in Annex B is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively.

4.2 Payments pursuant to clause 4.1 are subject to the satisfaction of the Project Officer in relation to the performance of the Supplier of its obligations under the Calldown Contract and to verification by the Contract Officer that all prior payments made to the Supplier under this Calldown Contract were properly due.

#### **5. DFID Officials**

5.1 The Project Officer is:  
Redacted, DFID Nepal

5.2 The Contract Officer is:  
Redacted, DFID India

#### **6. Key Personnel**

6.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

<b>Name</b>	<b>Position</b>
Redacted	International Team Leader/Project Coordinator
Redacted	National Team Leader
Redacted	Municipal Finance Expert
Redacted	District Manager
Redacted	District Manager
Redacted	District Manager
Redacted	IM Local Specialist
Redacted	IT
Local Pool of Experts	Demand Driven (Local)
International Pool of Experts	Demand Driven (International)

#### **7. Reports**

7.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

7.2 The Supplier shall present to DFID a Report which includes clear and implementable lessons and recommendations (“the Report”).

#### **8. Call-down Contract Signature**

8.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 5 above) duly completed, signed and dated on behalf of the Supplier within 5 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Calldown Contract void.

For and on behalf of  
The Secretary of State for  
International Development

Name: Redacted  
Position: Procurement & Commercial Specialist  
Signature:  
Date: 12 August 2016

For and on behalf of  
DAI & IMC Worldwide

Name:  
Joint Venture Partner: HTSPE Ltd  
Position:  
Signature:  
Date: