

## CONTRACT FOR SUPPLIER SERVICES

### Section 1 - FORM OF CONTRACT

**CONTRACT FOR:**      **Accelerating Private and Public Investment in Infrastructure**

**PURCHASE ORDER NUMBER :** **PO 6987**

**THIS CONTRACT is made**

**BETWEEN**      :      The Secretary of State for International Development at the Department for International Development, [Insert Address] ("DFID");

**AND**             :      IMC Worldwide Limited ("Supplier") whose principal place of business, or, where the Supplier is a company, whose registered office is situated at 64-68 London Road, Redhill, Surrey, RH1 1LG

(together "the Parties").

#### **WHEREAS:**

- A.**      DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to the Government of Nepal (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 4<sup>th</sup> December 2015 (the "Start Date") and shall complete them by 31<sup>st</sup> March 2020 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions. The Inception Phase will end on Friday 18<sup>th</sup> March 2016, and progression to Implementation Phase is subject to a break point.

### 4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed £8,436,459 exclusive of any government tax, if applicable (the "Financial Limit"). Payment for the Inception Period shall not exceed £582,205.

### 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: X  
Position: Procurement & Commercial Manager  
Signature:  
Date: 3<sup>rd</sup> December 2015

For and on behalf of  
IMC Worldwide Limited

Name:  
Position:  
Signature:  
Date: