

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR: Economic Policy Incubator in Nepal

PURCHASE ORDER NUMBER : PO 7422

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, ("DFID");

AND : Palladium International Limited ("Supplier") whose principal place of business, or, where the Supplier is a company, whose registered office is situated at Turnberry House, 100 Bunhill Row, London, EC1Y 8ND

(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 8th February 2016 (the "Start Date") and shall complete them by 31st March 2020 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions. The Inception Phase will end on 8th May 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 £6,086,951 inclusive of any government tax, if applicable (the "Financial Limit"). Payment for the Inception Period shall not exceed £398,363.

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: 22 January 2016

For and on behalf of
Palladium International Limited

Name:
Position:
Signature:
Date: