

Digo Bikash Samaj (DBS) –Bhajani

BIDDING DOCUMENTS

(PROCUREMENT OF GOODS)

SUPPLY AND DELIVERY OF Agro-Input Hardware Tool

Prepared by:

Digo Bikash Samaj (DBS)– Bhajani

25th December 2020

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INVITATION FOR BIDS

Date: 25th December 2020

Digo Bikash Samaj (DBS) is a Non-Government Organization registered in Bhajani and implementing various community development projects in partnership with World Vision International Nepal. DBS is planning to purchase Agro-Input Hardware tool thus, DBS invites your company to submit a sealed bid for Agro-Input Hardware Tool as per the specifications, requirements and terms and condition set forth in this bid document. This bid describes our current understanding of our needs; however, these needs are subject to change.

The objective of this bidding document is to fulfill current need and enter into a Long Term Agreement for a year with suppliers to supply of Agro-Input Hardware Tool to Digo Bikash Samaj (DBS)-Bhajani.

SN	Item	Detail Specification	Required Qty	Measuring Unit
1	Iron pipe	Iron Pipe, 20 fit long, 1.25 inch / 11/12 kg weight (NS or ISO)	1305	Pcs
2	Drum	100 lit capacity, Tin drum, top side half open, designed to boil straw	16.00	Pcs
3	Weighing balance	Electric 100 kg weight capacity Good quality (NS or ISO)	9.00	Pcs

Agro-Input Hardware Tool:

A complete set of Bidding Documents is attached along with this invitation to bid.

Bidder shall submit their sealed bids along with qualification documents and at Digo Bikash Samaj Bhajani-1 and World Vision International Nepal- West Field Office Dhangadhi 05, Hasanpur no later than 4:00 PM, 8th January 2021.

Bids shall be valid for a period of 60 sixty days after submission of Bids, late bids shall be rejected.

DBS reserves the right to accept or reject any bids, and to cancel the procurement process and reject all bids at any time prior to award of Contract, without obligation to inform the affected Bidder/s of the ground for DBS action. DBS reserves the right to award the bid to one or more vendor/s

Sincerely,

DBS Purchase Committee

Section I. Instructions to Bidders

A. General Instructions to Bidders

1. Scope of Bid

- 1.1 DBS invites bids for the supply and delivery of Agro-Input Hardware Tool hereto referred as Goods. The Goods is specified in greater details in the Sub Section of the Bid Documents.
- 1.2 The successful Bidder is expected to complete the delivery by the Intended Completion Date, which is 7 Days after signature of Contract and Purchase Order.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all eligible Bidders having registered and up to date renewal under law of Nepal.
- 2.2 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by DBS in accordance with ITB Clause 3
- 2.3 company profile including updated license (company specialized in trading & supplying is a must) with DBS Supplier Registration Form.
- 2.4 List of previous works of supplying goods during last 3 years (2018, 2019, and 2020) with value not less than 2,000,000 Two Million Nepali Rupee per year, and details with testimonies and contact details from your contracted businesses for reference check purposes.
- 2.5 Certified Audit Report of last 3 Year (Optional)

3. Corrupt Fraudulent, Collusive and Coercive Practices

3.1 DBS requires that all DBS Staff, Bidders, Manufacturers, suppliers or distributors, observe the highest standard of ethics during procurement and execution of all contracts. DBS shall reject any Bids put forward by Bidders or where applicable terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, DBS:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting directly or indirectly anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - (ii) “fraudulent practice” is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
 - (iii) “collusive practice” is an undisclosed arrangement between two or more Bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;
 - (iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or after the execution of a contract.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an DBS financed contract if it at any

time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an DBS financed contract.

4. Eligible Goods and Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.

4.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Technical specifications and rate
- c) Contract for Supply and Delivery of Goods

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify DBS in writing at DBS's email address **AGRO-INPUT HARDWARE**

TOOL QUESTIONER dbs.livelihood@gmail.com DBS will respond in writing to any request for clarification of the bidding documents, which it receives no later than 3 Three days prior to the deadline for the submission of bids.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, DBS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, DBS, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Cost of Bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and DBS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and DBS shall be written in English and Nepali language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the required language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Documents Comprising the Bid

10.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13.

- (b) Documentary evidence established in accordance with ITB Clause 14 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Documentary evidence established in accordance with ITB Clause 15 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents.

11. Bid Form

11.1 The Bidder shall complete the Bid Form and the appropriate Price and delivery Schedule furnished in the bidding documents, indicating the goods to be supplied, a delivery schedule, and their country of origin, quantity, and prices.

12. Bid Prices

12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods it proposes to supply under the contract.

12.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The price of the goods quoted delivered and off loaded in DBS Warehouse Bhajani.

12.3 The INCOTERM shall be governed by the rules prescribed in the current edition of INCOTERMS published by *Nepal government (if any)*.

12.4 The Bidder's separation of price components in accordance with ITB Clause 12.2 above will be solely for the purpose of facilitating the comparison of bids by DBS and will not in any way limit DBS's right to contract on any of the terms offered.

12.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 25. If, however, specified in these instructions, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

13. Bid Currencies

13.1 Prices shall be quoted in the following currencies:

For goods and services that the Bidder will supply from within or outside Nepal, the prices shall be quoted in (NPR) Nepalese currency.

14. Documents Establishing Bidder's Eligibility and Qualification

14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

14.2 The documentary evidence of the Bidder's eligibility to bid shall establish to DBS's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.

14.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to DBS's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

14.4 If the Bidder wishes to use the existing Prequalified Supplier List of DBS PSL or Company Profile on file to establish their eligibility, the Bidders should submit with their bids any information updating their original PSL or company profile on file or, alternatively, confirm in their Bids that the originally submitted information remains essentially correct as of the date of bid submission.

15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

15.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

15.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

15.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) An item-by-item commentary on DBS's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period of 60 sixty-calendar days after the date of bid opening prescribed by DBS, pursuant to ITB Clause

20. A bid valid for a shorter period shall be rejected by DBS as non-responsive.

16.2 In exceptional circumstances, prior to expiry of the bid validity, DBS may request that the bidders extend the period of validity for a specified additional period 60 sixty-calendar days. The request and the bidders' responses shall be made in writing.

16.3 A Bidder may refuse the request. A Bidder agreeing to the request will not be required nor permitted to modify the Bid.

17. Bid Security

17.1 Pursuant to ITB Clause 10, the Bidder Shall furnish, as part of its bid, a bid security in the amount % of total bid amount. **(Not Applicable)**

17.2 The bid security is required to protect DBS against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 17.6. The bid security shall be denominated in Nepali Currency

17.3 Any bid not secured in accordance with ITB Clauses 17.1 will be rejected by DBS as non-responsive, pursuant to ITB Clause 25.

17.4 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DBS pursuant to ITB Clause 16.

17.5 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 34.

17.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 35;

or

(ii) to furnish performance security in accordance with ITB Clause 34

18. Format and Signing of Bid

18.1 The bidding documents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, shall be initialed by the person or persons signing the bid.

18.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19. Submission of Bids

19.1 The Bidder shall submit the sealed bid to Digo Bikash Samaj– Bhajani and World Vision International Nepal– West Field Office, Hasanpur 05 Dhangadhi.

19.2 DBS reserves the right to award the bid to one or more vendor/s.

20. Deadline for Submission of Bids

20.1 Bids must be received by Digo Bikash Samaj Bhajani and World Vision International Nepal– West Field Office at the following address no later than 8th January 2021 at 4 PM.

Digo Bikash Samaj (DBS) Bhajani–1, Kailali (Nearby Krishi Bikash Bank)

Phone No: 091–580214

World Vision International Nepal– West Field Office

Dhangadhi 05 Hasanpur, Kailali (Nearby Nepal Rastra Bank)

Phone No: 091–524032

20.2 DBS may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of DBS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. Late Bids

21.1 Any bid and sample received by DBS after the deadline for submission of bids prescribed by DBS pursuant to ITB Clause 20 will be rejected and returned unopened to the Bidder.

21.2 The Bidder will assume the responsibility and expenses for the re-possession of the returned bid documents.

22. Modification and Withdrawal of Bids

22.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by DBS prior to the deadline prescribed for submission of bids.

22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notices will be in writing and should be received by DBS not later than the deadline for submission of bids.

22.3 No bid may be modified after the deadline for submission of bids.

22.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.6.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 DBS will open all bids on 10 January 2021 at 12:00 PM.

23.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts and such other details that DBS at its discretion, may consider appropriate, will be decided at the opening. No bid shall be rejected at bid opening, except for late bids.

23.3 Bids (and modifications sent pursuant to ITB Clause 22.2) that are not opened bid opening shall not be considered further for evaluation, irrespective of the circumstances.

24. Clarification of Bids and Contacting DBS

24.1 During evaluation of the bids, DBS may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

25. Preliminary Examination

25.1 DBS will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

25.3 DBS may waive any minor informality, nonconformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25.4 Prior to the detailed evaluation, pursuant to ITB Clause 27, DBS will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviation from, or objection or reservations to critical provisions, such as those concerning Bid-Security (ITB Clause 17), Price Schedule (ITB Clause 9) will be deemed to be a material deviation. DBS's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25.5 If a bid is not substantially responsive, it will be rejected by DBS and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. Conversion to Single Currency (Not applicable)

27. Evaluation and Comparison of Bids

27.1 DBS will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 25.

27.2 DBS's evaluation of a bid will exclude and not take into account:

- (a) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder;
- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

27.3 DBS's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 12.2, one or more of the following factors:

- (a) Technical and Supplier/Vendor Pre-qualification as per technical and Pre-Qualification criteria (attached with bid document)
- (b) Delivery schedule offered in the bid;
- (c) The quality, meeting the specifications and the performance and productivity of the Goods offered.
- (d) Other specific criteria indicated and/or in the Technical Specifications.
- (e) Completeness of documents required in the bidding documents.

28. Clarification of Bids and Contacting DBS

28.1 Subject to ITB Clause 24, no Bidder shall contact DBS on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of DBS, it should do so in writing.

28.2 Any effort by a Bidder to influence DBS in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

29. Post-qualification

29.1 In the absence of pre-qualification, DBS will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 14.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14, as well as such other information as DBS deems necessary and appropriate.

29.3 Prior to award, DBS shall verify and validate any documents/information submitted and if necessary shall conduct inspection of the Bidder office, plant/warehouse and equipment.

29.4 An affirmative determination will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event DBS will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Purchaser's Right to Accept any Bid and to Reject any or All Bids

30.1 DBS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for DBS's action.

F. Award of Contract

31. Award Criteria

31.1 DBS will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

32. Purchaser's Right to Vary Quantities at Time of Award

32.1 DBS reserves the right at the time of contract award to increase or decrease, by the percentage indicated the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32.2 DBS reserve the right to select more than one vendor for this project according to DBS best interest.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, DBS will notify the successful Bidder in writing, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35.

34. Performance Security (Not Applicable)

34.1 Within five 3 days of the receipt of notification of award from DBS, the successful Bidder shall furnish a performance security equivalent to 10% in accordance with the Conditions of Contract, in the form provided in the bidding documents, or in another form acceptable to DBS.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event DBS may make the award to the next lowest evaluated Bidder or call for new bids.

35. Signing of Contract

35.1 At the same time as DBS notifies the successful Bidder that its bid has been accepted, DBS will send the Bidder the Contract provided in the bidding documents, incorporating all agreements between the parties.

35.2 Within five (3) days of receipt of the Contract, the successful Bidder shall sign and date the contract and return it to DBS.

Section B. Technical Specifications and Rate

Agro-Input Hardware Tools:

SN	Item	Detail Specification	Required Qty	Measuring Unit	Unit Price	Total Cost	VAT	Grand Total	Transportation	Delivery Lead Time
1	Iron pipe	Iron Pipe, 20 fit long, 1.25 inch / 11/12 kg weight (NS or ISO)	1305	Pcs						
2	Drum	100 lit capacity, Tin drum, top side half open, designed to boil straw	16.00	Pcs						
3	Weighing balance	Electric 100 kg weight capacity Good quality (NS or ISO)	9.00	Pcs						

Section C. Contract for Supply and Delivery of Goods

Contract # DBS/SCM/202../.../..

GOODS PURCHASE CONTRACT

This Contract is made and entered into on [insert date]

Between:

Digo Bikash Samaj (DBS) an NGO having its Head Office at Bhajani I Kailali Nepal (hereinafter referred to as "**DBS**");

And

Supplier[address](hereinafter referred to as "**the Supplier**" which term or expression as herein used where the context so requires or admits, shall mean, include the said Supplier his heirs, executors, administrators and assigns or its successors, and permitted assigns of the other party.

I. Goods Purchased

1.1 DBS agrees to purchase, and Supplier agrees to sell the items having specification, quantity, origin size and rate set forth in schedule-I

1.2 Warranty:

DBS reserves the right to reject any Goods, which are defective in material or workmanship, and may, in addition to any other legal remedies, return such Goods to Supplier at Supplier's expense or otherwise dispose of such Goods in a commercially reasonable manner.

2. Shipment and Delivery Terms

- 2.1 The supplier shall maintain Goods in a warehouse or material assembling area where DBS can load the Goods without affecting any local law for the shipment.
- 2.2 Supplier will provide appropriate notification to DBS to inspect the goods prior to shipment.
- 2.3 Supplier will arrange for insurance on the Goods, at Supplier's expense, up to the point of delivery to DBS, using a duly licensed and reputable insurance company until shipment of the Goods
- 2.4 Goods must be properly packaged to prevent damage of any kind and Packing List must accompany the shipment. Packages should be properly labeled to given logo.
- 2.5 Supplier warrants that its performance of this Contract, and the Goods supplied under this Contract, will comply with all applicable laws and regulations.

3. Quality Testing

- 3.1 Random samples of supplies will be chose at the point of dispatch at supplier's site or receipt of supply or distribution/storage points for testing at discretion of DBS.
- 3.2 In the event, if the samples fail in quality test or found to be not as per specifications, DBS is at liberty to make alternative purchase of the items for which the purchase orders have been placed form any other sources or in the open market or from any other bidder who might have quoted higher rates, at the risk and the cost of the supplier and in such cases DBS has every right to recover the cost and impose penalty.
- 3.3 The goods should conform to the standards of ISO/CE as the case may be.

4. Delivery Schedule

- 4.1 Time is of the essence in performing this Contract, and Supplier will ensure that the Goods are packaged and are "ready to load condition" no later than the [delivery schedule]

5. Liquidated Damages

- 5.1 If the supplier fails to deliver the Goods under this Goods Purchase Contract in accordance with the stated time for delivery, or if DBS exercises its right to reject Goods that do not conform to the requirements in this Goods Purchase Contract, DBS may claim liquidated damages from the Supplier and at DBS's option, the Supplier will pay such liquidated damages to DBS or DBS will deduct such liquidated damages will be calculated as follows: 2% (two percent) on the Price of such Goods for each week of delay, until delivery of confirming Goods, up to a maximum of ten percent (10%) of the value of this Goods Purchase Contract. The payment or deduction of such liquidated damages will not relieve the Supplier from any of its other obligation or liabilities pursuant to this Goods Purchase Contract.

6. Payment for Goods

- 6.1 The total payment for the Goods under this Contract is NPR (NPR.....inclusive of applicable tax) and it shall be paid after confirmation of Good delivery from the supplier. Calculation of payment shall be as per attached schedule- I.b. The final payment will be paid only after complete and satisfactory delivery of the goods.
- 6.2 All invoices and other necessary documents shall be sent to the attention of the following DBS representative: Supplier shall submit a detailed invoice to DBS after issuance of Good receipt note from DBS.
- 6.3 DBS shall make payment through online transfer to Supplier's bank account (as per below details) within 30 days after receipt of undisputed invoice.

Bank Details

Name of Beneficiary:

Bank Name: insert bank name

Bank Branch: insert address

Bank Account Number:

7. Taxes

- 7.1 Any applicable taxes as per Nepal Government's rules and regulations shall be deducted at source at the time of making the payment.
- 7.2 Supplier is responsible for paying all applicable sales, export and import duties and taxes, whether in country of origin or any transit country, and ensuring that all necessary licenses or customs clearances are obtained.

8. Notice

- 8.1 DBS's and the Supplier's contact and address for notices under this Goods Purchase Contract are set out below. Each Party will notify the other in writing of any change in such Party's contact and address for notices.

If to DBS:

Digo Bikash Samaj , Bhajani I, Kailali

Attention:

Email:

Contact no:

If to Supplier:

Supplier, [address]

Attention: [supplier's representative]

Email: [email address]

Contact No: [contact number]

- 8.2 The persons referred to in Section 8.1 are the Parties' respective representatives who are responsible for the day-to-day coordination and management of this Goods Purchase Contract.

9. Insurance/Injuries

- 9.1 Supplier has sole responsibility and liability under this Contract for bodily injuries to Supplier or Supplier's employees, including responsibility to provide appropriate Workers Compensation insurance. Supplier hereby warrants to DBS that Supplier is in compliance with any applicable workers compensation insurance law.
- 9.2 Supplier has sole responsibility to obtain any other desired insurance coverage (liability, medical, travel, life, etc.) for Supplier and Supplier's employees in performing this Contract.
- 9.3 Neither Supplier nor Supplier's employee/worker/subcontractor shall be deemed employees of DBS for any purposes, nor shall they be eligible to participate in any DBS employee benefit or insurance programs.

10. Confidentiality

- 10.1 Supplier agrees to not discuss his/her performance of services under this Contract with any third party without written consent from DBS.
- 10.2 Supplier agrees to hold in confidence for the benefit of DBS any and all confidential information which may be disclosed to Supplier or to which Supplier may have access, as a result of this Contract, including the results of Supplier's services hereunder.

11. No Assignment or Subcontracting

- 11.1 Supplier shall not assign his/her rights or obligations under this Contract, in whole or part,

nor enter into any subcontract to perform any portion of this Contract, without the written consent of DBS.

12. Rights to Works and Inventions

9.1 Supplier agrees that all materials, reports, information, documentation, inventions or other work product generated by Supplier in the course and scope of his/her performance of services under this Contract are the property of DBS, and Supplier hereby assigns all rights, title and interest in and to such items to DBS.

13. Representations by Supplier – Supplier hereby represents and warrants to DBS that:

- 13.1 Supplier is in compliance with all applicable laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.
- 13.2 Supplier is not a party to any Contract restricting Supplier's ability to enter into this Contract, and Supplier's performance of this Contract does not require the consent of any person or entity;
- 13.3 Supplier agrees to adhere to the attached Behavior Protocols of DBS's Child Protection Policy and shall sign attached confirmation thereof. Contractor agrees and accepts that failure to adhere to these child protection measures will be regarded as a breach of a material term of this Contract and DBS shall have the right to terminate this Contract without any further liability resulting from such termination. The Supplier will be paid for all services satisfactorily performed and accomplished up to the date of termination as determined by DBS.

14. Termination

- 14.1 DBS may terminate this Contract at any time should the anticipated funding for this project from its donor(s) be eliminated, or for any other reason. In the event of such a termination, Supplier will be paid approved expenses for services performed in accordance with this Contract up to the date of termination.
- 14.2 This Contract may be terminated immediately by either Party in the event of a breach of the provisions herein by the other Party. The non-breaching party shall retain its rights as to any legal remedies or damages that are provided under the governing law.
- 14.3 This Contract may be terminated by either Party in the event of any intervening "force majeure" (natural disaster, war, etc.) recognized under the governing law. In the event of such a termination, Supplier will be paid approved fees and expenses for services performed in accordance with this Contract up to the date of termination.
- 14.4 This contract may be terminated by DBS upon 7 days prior written notice to the Supplier without furnishing any reason thereof.

15. Indemnification

- 15.1 Supplier agrees to indemnify and hold harmless DBS and any of its affiliates or subsidiaries, and all of its officers, agents, and employees of DBS and such entities from any and all claims, liabilities, loss, or damages arising out of the performance of this Contract, except to the extent that such claims or liabilities arise from the gross negligence of DBS or its affiliates or subsidiaries.

16. Governing Law, Settlement of Disputes

- 16.1 This Contract shall be governed by the substantive law of Nepal.
- 16.2 Any dispute or controversy relating to or arising out of this Contract shall be resolved by joint negotiation and discussion.
- 16.3 Any dispute, controversy or claim arising out of or relating to this Contract which remains

unresolved after negotiation shall be brought exclusively in the competent Court of Nepal.

17. Force Majeure

17.1 Either party shall be released from liability to compensate loss or obligation to perform certain obligations pursuant to this Contract provided the loss or omission is due to an event beyond the Party's control and occurring without its fault or negligence, including without limitations, acts of God, acts of any state or government, fire, explosions, epidemics, quarantine restrictions, embargoes etc. (Force Majeure Events) and the event prevents, significantly obstructs, or delays the performance/supply thereof.

18. Entire Contract, Amendments

18.1 This Contract supersedes any and all other Contracts, oral or written, between DBS and Supplier with respect to the subject matter hereof, and no Contract, statement, or promise relating to the subject matter of this Contract other than that which is contained herein shall be binding upon the parties.

18.2 This Contract may not be amended except by written Contract of the Parties.

19. Child Protection Policy

16.1 The Supplier must comply with **WVIN's Child and Adult Safeguarding Policy** at all times when performing under this Contract. The Supplier must provide a copy of the protocols to all employees it engages, for the performance of the terms of this Contract and must ensure that they comply with such protocols, when performing under this Contract.

20. Annexures

20.1 The Annexes as provided hereunder shall form part of this Contract and shall have the same full force and effect as if expressly set out in the body of this Contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract by their authorized representatives below on this day of [date of contract signed]

On Behalf of DBS

[Contract signee from DBS
[Designation of signee]
Date: [date]

Witness from DBS

name of witness

On Behalf of Supplier

contract signee from supplier
[Designation of signee]
Date: [date]

Witness from Supplier

insert name of witness

Section D. Sample Forms

Form-1

BID FORM

Date: _____

To: **The Chairperson**
DBS Purchase Committee
Bhajani 1, Kailali

We, the undersigned, declare that;

Having examined the Bidding Document for the Supply and Delivery of Agro-Input Hardware Tool- IFB No.DBS/GC/2021-01 issued on 25 December 2021, the receipt of which is hereby duly acknowledge, I, representing offer to complete the Supply and Deliver the GOODS in conformity with the Bidding Document for the total fixed lump sum price of [insert total bid amount in words and figures and currency].

I undertake, if my Bid is accepted, to deliver and supply the Goods in accordance with the Price Schedule and Goods specifications set out in the Bidding Document.

I agree to abide by this Bid for the Bid Validity Period specified in the Bidding Document which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, the Bid, together with your written acceptance thereof and the Notice of Award, shall constitute a binding agreement between us.

I hereby certify that the Bid complies with the requirements stipulated in the Bidding Document.

Dated this _____ day of _____ 20____.

[signature over printed name] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of [*name of company*]

Annex-1

Technical and Prequalification Criteria:

- Company Registration (Copy)
- VAT/PAN Registration (Copy)
- Tax Clearance Certificate (Copy)
- Audit Report (Optional)
- Supplier Registration Form
- Supplier Code of Conduct
- SWORN Statement (Self Declaration)

