



Erasmus+ Programme, Key Action 2, Capacity Building in Higher Education
Project ref. no. 586227-EPP-1-2017-1-BG-EPPKA2-CBHE-JP
Project title: Integrating Talent Development into Innovation Ecosystems in Higher Education
Project partner universities in Nepal: Agriculture and Forestry University and Pokhara University

Annex no. 5

DRAFT SUPPLY CONTRACT

Ref. No. 01-INNOTAL TENDER-AFU-2019

This Supply Contract (hereinafter referred to as “the Contract”) is concluded between:

Agriculture and Forestry University, with official registered address at Rampur, Chitwan, that acts on behalf and for the Tender Committee for the Procurement of Equipment under the INNOTAL Project, hereinafter referred to as “the TCPE”;

-and-

..... (NAME OF THE COMPANY) with
address at....., represented by
....., herein referred to as the “**SUPPLIER**”

The Agreement stipulates the purchase of equipment for the purposes of Erasmus+ Capacity Building in Higher Education project INNOTAL: Integrating Talent Development into Innovation Ecosystems in Higher Education, with project number 586227-EPP-1-2017-1-BG-EPPKA2-CBHE-JP. The TCPE will purchase the equipment on behalf of the following project co-beneficiaries (hereinafter referred to as the “Co-beneficiaries”) in Nepal:

CO-BENEFICIARY 1: Agriculture and Forestry University

CO-BENEFICIARY 2: Pokhara University

Article 1 Subject

1.1 The subject of the contract shall be the supply and delivery of the following equipment:

Asset name	Unit	Number of units to be supplied in:	
		Agriculture and Forestry University, Rampur, Chitwan	Pokhara University, Lekhnath, Kaski
Laptops	piece	9	9
Multifunctional printer	piece	1	1



Interactive whiteboard	piece	1	1
Tablet	piece	3	3

1.2 Price

a) The total price for the equipment without VAT isNRs.(in words.....). The total amount for 13% VAT isNRs.(in words.....) making a total sum for all equipment amounting toNRs.(in words.....).

b) The two Co-beneficiaries shall pay their share of the price as follows:

Co-Beneficiary	Total price with VAT	VAT rate	Total price without VAT
Agriculture and Forestry University			
Pokhara University			

The Supplier shall issue an invoice for each Co-beneficiary, indicating the total price without VAT as per the table above, while also indicating the amount of payable VAT. The Supplier shall issue an invoice indicating the project number 586227-EPP-1-2017-1-BG-EPPKA2-CBHE-JP, as well as all equipment and software that are purchased.

Article 2 Product standards

The Supplier has been awarded the current Supply Contract for the purchase of said equipment on the basis of the Supplier’s bid, which was opened on and approved by the Tender Committee. The equipment that will be actually supplied has to comply fully with all the requirements stated in the tender documentation and with the detailed specifications stated in the offer by the Supplier. Only equipment that is new, original and unused, and that comes with all the relevant technical documentation allowing product identification, shall be accepted. The relevant tender documentation shall be incorporated into this Agreement as Annexes as follows:

- Annex A: Technical Specifications
- Annex B: Supplier’s Offer, including: Tender Form, Technical Offer, Financial Offer, etc.
- Annex C: Minutes of Tender Results
- Annex D: Bid Acceptance Letter
- Annex E: Delivery and Acceptance Protocols

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.



Article 3 Payment

The Supplier shall issue an invoice in the name of each Co-beneficiary. Payment shall be made by each Co-Beneficiary to the Supplier in full through bank transfer amounting to **the respective prices, as specified in Art. 1.2 b)** only upon acceptance of the equipment by the authorized persons of the Co-beneficiaries, as specified on Art. 4. below. The bank details of the Supplier are shown below:

Name of Bank:
 Account Name:
 Account Number:
 Bank Address:

Article 4 Delivery

The Supplier shall deliver the equipment on or before[indicate date of delivery].
 The Supplier shall deliver the equipment to the following addresses:

Co-Beneficiary	Authorized representative	Place of delivery
Directorate of Research and extension, Agriculture and Forestry University	Prof. Dr. Naba Raj Devkota	Rampur, Chitwan, Nepal
Pokhara University	Mr. Tek Bahadur Chhetri	Lekhnath, Kaski, Nepal

Article 5 Duration of the Contract

The duration of this contract is up to 120 calendar days from the date when it is signed by the second party, but not later than the end of the term of Grant Agreement No. 586227-EPP-1-2017-1-BG-EPPKA2-CBHE-JP – 14 October2020.

Article 6 Warranty

5.1 The Supplier warrants that the equipment shall be free of substantive defects. The Supplier will guarantee the equipment within the agreed duration according to the proposed warranty period in the Supplier’s offer months as per the date when the final Delivery& Acceptance protocol has been signed:

Warranty for laptops:months
 Warranty for multifunctional printers:.....months
 Warranty for interactive whiteboards:.....months
 Warranty for tablets:.....months

5.2 **Warranty documents shall be issued in the name of the co-beneficiary for whom the equipment is intended, as per the allocation in Annex 1. “Instructions to tenderers”.**

Article 7 Inspection

The authorized representative for each project beneficiary listed above shall have a reasonable opportunity to inspect the equipment upon its delivery to determine if it conforms to the requirements



of the Contract. If the project beneficiaries, in good faith, determine that all or a portion of the equipment is non-conforming, they shall reject the delivery or return the equipment as agreed upon. The Supplier will have up to 30 days to remedy such defects under the terms of this Agreement.

Article 8 Amendments to the contract

The parties may modify the contract only upon mutual agreement and in accordance with the provisions of laws and administrative regulations. Any amendments to the contract shall be made in writing and signed by the two parties.

Article 9 Dispute settlement

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the applicable laws of Nepal.

For the Supplier

For the Procuring Entity

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date: