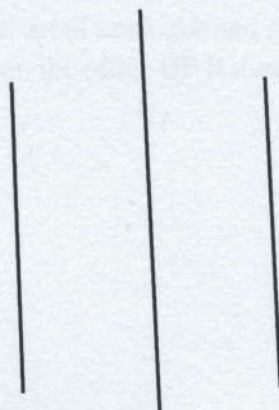


**BIDDING DOCUMENT  
FOR  
THE PROCUREMENT  
OF  
MOTORCYCLES  
THROUGH CATALOGUE SHOPPING  
METHOD**



Contract No: KRM/G/CS/2080-81/01




**Kalika Rural Municipality, Rasuwa,** \_\_\_\_\_

Issued on: September, 2023

Issued to: **Producer / Authorized Distributors**

September, 2023

  
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## Kalika Rural Municipality

### Office of Municipal Executive


Notice for the Procurement of  
Motorcycles through Catalogue Shopping Method

Date of publication: Sept 26, 2023

1. **Kalika Rural Municipality** invites Sealed Proposal as per Procurement Act, 2063 clause 8, sub clause 1(Ka)-8, from eligible Producers/Authorized Distributors as per details given below.

S N	Item & Quantity	General Specification	Last Date & Time of Submission & Opening
1	Procurement of Motorcycles (6)	See in attached file named as Technical Specification of Motorcycles	Submission Date: Oct 5, 2023, 12:00 Opening Date: Oct 5, 2023, 13:00

2. Interested Authorized Distributors may submit their proposal along with Company registration, VAT/PAN Registration/Tax clearance Certificate of 2079/080 along with Authorized specification/ Rate with detail catalogue and Authorization Certificate.
3. Further details may be obtained from the office OF Kalika Rural Municipality or from [kalikamunrasuwa.gov.np](http://kalikamunrasuwa.gov.np).

  
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## Section I. Invitation for the Procurement through Catalogue Shopping Method



1. The Office of **Kalika Rural Municipality** invites Proposals for the supply, delivery and installation of Motorcycle as detailed in attached Specifications and the Schedule of Requirements provided herein.
2. The Proposals submitted by the Bidder shall comprise the following:
  - a. Quotation and Price Schedules
  - b. Schedule of Requirements
  - c. Technical Specifications
  - d. Catalogue
3. Proposals must be submitted to the office of Kalika Rural Municipality, Rasuwa on or before Oct 5, 2023 at or before 12:00 Hrs
4. Proposals shall be Opened at the office of Kalika Rural Municipality, Rasuwa on Oct 5, 2023 at 13:00 Hrs
5. The Bidder shall indicate on the Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract. All duties, taxes and other levies payable by the Producers/Authorized Distributors under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
6. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
7. Submitted Proposals must remain valid for a period of **15 days** after the deadline for submission date.
8. The Bidder shall furnish, as part of its bid, documents establishing the Supplier's/ Bidder's eligibility to bid and qualification to perform the contract if the bid is accepted. Documents to establish such eligibility shall be but not limited to the following:
  - a) Up to date Firm/Company Registration Certificate
  - b) VAT and PAN Registration Certificates
  - c) Tax Clearance Certificate of FY2079/080
  - d) Manufacturer's Authorization Certificate
  - e) Other documents as needed
9. Distributor not submitted request letter to register in standing list of Kalika Rural Municipality, must submit request letter to register in standing list along with the proposal.
10. The goods supplied under this contract shall confirm to the Schedule of Requirements and the standards mentioned in the Technical Specification.
11. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day.
12. The Purchaser reserves the right to accept or reject the Proposal without assigning any reason, whatsoever.

Yours sincerely,

Name of the Purchaser: *Kalika Rural Municipality*  
Address of the Purchaser: Kalikasthan, Rasuwa.

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## Section II. Conditions of Contract

1. Definitions 1.1 In this contract, the following terms shall be interpreted as indicated:
- "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
  - "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
  - "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;
  - "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
  - "The Purchaser" means the procuring entity purchasing the goods;
  - "The Supplier" means the organization supplying the goods and services under this contract.
2. Technical Specification 2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
3. Patent Right 3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
4. Performance Security
- 4.1 Within three days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents for the due performance of the Contract in the amounts specified as following formula.
- Performance Security Amount =  $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price}$ .
- 4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.
- 4.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month.
- 4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier
5. Inspection and Tests 4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises.
6. Packing 5.1 The Supplier shall provide such packing of the goods as is

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required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.

- 5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 5.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

**7. Delivery of Goods**


- 6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.

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- |   |   |
|---|---|
| <b>8. Warranty</b>  | <p>7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>7.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.</p> <p>7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>7.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.</p> |
| <b>9. Payment</b>   | <p>8.1 Payment of the goods supplied shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.</p> <p>8.2 Payment shall be made within fifteen (15) days of receipt of the goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser. .</p>  |
| <b>10. Prices</b>   | <p>9.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its Proposals.</p>  |
| <b>11. Governing Language</b>                             | <p>11.1 The Governing Language shall be: Nepali or English</p>  |
| <b>12. Applicable Law</b>                                 | <p>12.1 The applicable law shall be Laws of Nepal.</p>  |
| <b>13. Notices</b>  | <p>13.1 Purchaser's address for notice purposes:.....</p> <p>13.2 Supplier's address for notice purposes: .....</p>   |
| <b>14. Taxes and Duties</b>                               | <p>14.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN.</p>  |
| <b>15. Operation, Maintenance and Spare-parts Manuals</b> | <p>15.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).</p>   |
| <b>16. Conduct of Suppliers</b>                           | <p>16.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>16.2 The Supplier shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ol style="list-style-type: none"> <li>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent</li> </ol>   |

  
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- practice
- d. interference in participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..
- g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

#### 17. Blacklisting Supplier

- 17.1 The GoN, Public Procurement and Monitoring Office(PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier:
- a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,
  - b. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
  - c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.

17.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.

#### 18. Dispute Resolution

- 18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

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### Section III. Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery to the final destination where the Goods is required to be delivered.

Number	Description	Quantity	Place of Delivery	Delivery schedule days/weeks/months from _
1	Motorcycles	6(six)	Office of Kalika Rural Municipality, Rasuwa	Within 7 days after signing contract agreement

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## TECHNICAL SPECIFICATION OF MOTORCYCLES








**Following accessories and facilities must be included and available with MOTORCYCLES**

1. Helmet for each bikes
2. Sides Mirror should be attached in bikes
3. Minimum 9 times Free Servicing

  
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## Section V. Sample Forms

#### 4. Proposals and Price Schedules

Date:

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

Having examined the Catalogue Shopping Documents(CSD), we the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said CSD documents for the sum of *[total amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposals.

We undertake, if our Proposals is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Proposals for a Period of **15** days from the last date fixed for submission of the Proposals..

Until a formal Contract is prepared and executed, this Proposals, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Proposals you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

*[signature]*

*[in the capacity of]*

Duly authorized to sign Proposals for and on behalf of \_\_\_\_\_

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5.

**Price Schedule**

Name of Supplier \_\_\_\_\_ Page of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit price (Site Delivery)	Total price per item (cols. 4 x 5)	Remarks
1	Procurement of Motorcycles	Set	6(six)			
<b>Total Amount</b>						
<b>Add 13% Value Added Tax</b>						
<b>Total Including VAT</b>						

Total Price.....(in words)

Signature of Bidder \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail

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## 6. Form of Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 between *[name of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Priced Quotation for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Proposals by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Proposals Form and the Price Schedule submitted by the Supplier;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The Conditions of Contract; and
  - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:


On behalf of the Supplier

Name:

Designation:

Sign:

Seal:

  
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# A TECHNICAL SPECIFICATION OF 200cc MOTORBIKE

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**Done by**

Er. Saroj Neupane  
Mechanical Engineer  
Category "A"  
(NEC Regd No:2329)



Date & Signature



Specification  
Summary



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Engine Displacement Type	Air Cooled 4 Stroke Gasoline Engine with developing power and torque not less than 17Ps
Minimum Power (Ps)	17 Ps
Minimum Torque (Nm)	16 Nm
Top Speed (kmph)	90-110 kmph
Acceleration 0-80 km	7.61s
Gear Shift Pattern	5- Speed Manual
Start System	Self-Start/ Kick
Tank Capacity	Minimum 12 L
Length (mm)	2222 mm
Width (mm)	850 mm
Height (mm)	1258 mm
Ground Clearance(mm)	Minimum 220 mm
Front Suspension	Telescopic Front Forks (dia 37) with anti-friction bush
Rear Suspension	Rectangular swingram with 10 Step preload adjustable mono-shock
Front Tyre	90/90- 21M/C 54S
Rear Tyre	120/80-18 M/C 62S
Front Brake Type	276mm dia Disc
Rear Brake Ttype	220mm dia. Disc

I Hereby state that the above or equivalent specification can be acceptable.



Mechanical Engineer (NEC Regd No: 2329, "A")

Contact No: 9843569324

sarz.neupane@gmail.com