

महालेखापरीक्षकको कार्यालय
अनामनगर, काठमाण्डौ
क्याटलग/ब्रोसर सपिड विधिबाट सवारी खरिद सम्बन्धी सूचना
(प्रथम पटक प्रकाशित मिति: २०७८/१०।२३)

यस कार्यालयको लागि आवश्यक तपशिल बमोजिमको मोटरसाईकल सार्वजनिक खरिद ऐन, २०६३ को दफा ८ को उपदफा (१) क (८) तथा सार्वजनिक खरिद नियमावली, २०६४ को नियम ३१ख. बमोजिम उत्पादक कम्पनी वा सो को आधिकारिक बिक्रेताहरू बीच प्रतिस्पर्धा गराउने (क्याटलग सपिड) विधिबाट खरिद गर्नुपर्ने भएकोले ईजाजत प्राप्त उत्पादक कम्पनी वा त्यसको आधिकारिक बिक्रेताहरूले आ-आफ्नो फर्म दर्ता प्रमाणपत्र,, मू.अ.कर दर्ता प्रमाणपत्र,, एजेन्सी दर्ता प्रमाणपत्र, Letter of Authorization र आ.व. २०७७/७८ को कर चुक्ता प्रमाणपत्रको प्रमाणित प्रतिलिपिहरू समावेश गरी सार्वजनिक खरिद नियमावली, २०६४ को नियम ३१ख. को उपनियम (२) अनुसार उत्पादनको आधिकारिक स्पेसिफिकेशन, गुणस्तर, मूल्य र सुविधासहितको विवरण (क्याटलग वा ब्रोसर) संलग्न राखी यो सूचना प्रकाशित भएको मितिले ७ (सात) दिन अर्थात मिति २०७८।१०।२९ गते दिउँसो १२ बजे भित्र यस कार्यालयमा शिलबन्दी प्रस्ताव दर्ता गर्नु हुन सम्बन्धित उत्पादक कम्पनी वा सो को आधिकारिक बिक्रेताहरूको जानकारीका लागि यो सूचना प्रकाशित गरिएको छ । मिति २०७८।१०।२९ गते दिउँसो १२ बजे भित्र यस कार्यालयमा दर्ता हुन आएका शिलबन्दी प्रस्तावहरू सोही दिन दिउँसो २ बजे खोलिने व्यहोरा समेत यसै सूचनाद्वारा जानकारी गराईन्छ । खरिद सम्बन्धी थप जानकारीको लागि यस कार्यालयको व्यवस्थापन निर्देशनालयमा सम्पर्क राख्नुहुन समेत सूचित गरिन्छ ।

सि.नं.	साधनको नाम	संख्या	संक्षिप्त विवरण	कैफियत
1	Motorcycle	15	4-stroke, Petrol Engine, Minimum 155 cc +/- 4% developing Maximum Power output not less than 12 ps at governed RPM developing maximum torque not less than 12N-m, for efficient running of motorcycle, starting system with self and kick. Fuel tank capacity not less than 12 ltrs.	संक्षिप्त विवरणमा उल्लेख नभएका कुराहरू स्विकृत Technical Specification बमोजिम हुने छ

नोट: Request for Proposal Document (RFP) यस कार्यालयको वेबसाइट www.oag.gov.np

मा उपलब्ध रहेको छ ।



**Office of the Auditor General
Anamnagar, Kathmandu**

**REQUEST FOR PROPOSAL (RFP) DOCUMENT
FOR
SHOPPING
OF
MOTORCYCLE**

Proposal Submitted By

February, 2022



[Handwritten Signature]

SHOPPING OF MOTORCYCLE

REQUEST FOR PROPOSAL (RFP)

Project Title: Supply and Delivery of Motorcycle

Source of Funding: GoN

Contract Ref: OAGN-CS-02-078/79

Date of Issue: 2078/10/23

To

M/S

Dear Sir/Madam

The Office of the Auditor General, Anamnagar , Kathmandu hereby requests you to submit price proposal(s) for the supply of the following items:

Technical Specifications

Item No	Description of Item	Unit	Quantity
01	Motorcycle	No.	15

1. If you, however, have been associated with the firm that prepared the design and specifications of the contract that is subject of this procurement, you shall be disqualified.
2. To assist you in the preparation of your price proposal, we enclose the necessary technical specifications and required quantities.
3. You must quote for all the items under this request. Price proposals will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the item.
4. You shall submit one original price proposal, the form of proposal and attach copy of form business registration certificate, copy of VAT/PAN registration certificate and Tax clearance certificate upto 2077/78. Your proposal in the attached format should be signed, sealed in an envelope and addressed to declared to the following address:

The Office of the Auditor General,

Anamnagar , Kathmandu

Telephone: 01-4266034, 4262798

Fax: 01-4268309

Email: info@oagnep.gov.np

5. Your proposal in duplicate and written in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English/Nepali language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Nepal.



6. The deadline for receipt of your proposal (s) by the Purchaser at the address indicated in Paragraph 3 is: **12:00 Hrs, 2078/10/29**. The proposal shall be opened in public in the presence of Suppliers' representative who choose to attend on 2:00 Hrs local time on **2078/10/29** at the following address.

The Office of the Auditor General, Meeting Hall, Anamnagar, Kathmandu

7. You shall submit only one set of proposals for the above items. Your proposal must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Financial Proposal, your proposal will not be considered further.

8. Your proposal(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

- (i) PRICES: The prices should be quoted for supply and delivery to The Office of the Auditor General, Anamnagar , Kathmandu. Prices shall be quoted in the currency of the Purchaser i.e in Nepalese Rupees.
- (ii) EVALUATION OF PROPOSALS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request For Financial Proposal, and it will not be considered further. The Purchaser will evaluate and compare only the proposals determined to be substantially responsive. In evaluating the proposals, the Purchaser will adjust for any arithmetical errors as follows:
- (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) Where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- (c) If a Supplier refuses to accept the correction, his proposal will be rejected.

In addition to the quoted price, the evaluated price shall include Value Added Tax (VAT) in Nepal.

- (iii) AWARD OF PURCHASE ORDER. The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.
- (iv) VALIDITY OF THE OFFER: Your proposal(s) should be valid for a period of Seven (7) days from the deadline for receipt of proposal(s) indicated in Paragraph 6 of this Request For Financial Proposal.
- (v) If you withdraw your proposal during the validity period and/or refuse to accept



[Handwritten signature]

the award of a contract when and if awarded, then you will be excluded from the list of suppliers for the project for two years.

9. Further information can be obtained from:

The Office of the Auditor General, Anamnagar , Kathmandu

Telephone: 01-4266034, 4262798

Fax: 01-4268309

Email: info@oagnep.gov.np

10. The bidder whose proposal has been accepted will be notified of Request For Financial Proposal through the Letter of Acceptance issued by the Purchaser within 3 days from the last date of submission of proposal.

11. Please Confirm by fax/e-mail the receipt of this request and whether or not you will submit the price proposal(s).

Sincerely
The Office of the Auditor General,
Anamnagar, Kathmandu
Procurement Unit



Technical Specification

Supply and Delivery of Motorcycle

S.N	CRITERIA	REQUIREMENT	OFFERED SPECIFICATION
1.	General	Motorcycle suitable for normal and rough road driving in Nepal at an altitude up to 2000 meter and in ambient temperature -5 to 50 degree centigrade. Kerb weight of the motorcycle shall not be less than 130 kgs and shall have seated capacity for at least 2 passenger including driver.	Model: Model: Country Of Origin:
2.	Engine	4-stroke, Petrol Engine, Minimum 155 cc +/- 4% developing Maximum Power output not less than 12 ps at governed RPM developing maximum torque not less than 12N-m, for efficient running of motorcycle, starting system with self and kick.	
3.	Fuel tank capacity	Not less than 12 liters	
4.	Emission Standard	The emission standard of the offered vehicle must be in compliance with or superior than the applicable Standard as prescribed by Nepal Vehicle Mass Emission Standard which is to be certified by Department of Transport Management, Nepal	
5.	Clutch	Multi plate, wet plate.	
6.	Transmission	Minimum five Speed Manual Gear	
7.	Starting	Self Starter/Kick starter	
8.	Ground clearance	Ground clearance minimum 160 mm.	
9.	Suspension	<ul style="list-style-type: none"> • Front: Telescope Hydraulic shock absorber • Rear: Monoshock 	
10.	Tires	Standard size, factory fitted tubeless	
11.	Steering	Safe lock for Steering.	
12.	Brakes	Front : disc, Rear : disc/drum	
13.	Chassis and frame	Steel, heavy duty.	
14.	Accessories	<ol style="list-style-type: none"> 1. Head light, tail and brake light, and turn signals. 2. Two rear view mirrors. 3. Hand lock. 4. Speedometer 5. Helmet 6. Leg Guard 	
15.	Instruction	All signs and instruction in the vehicle shall be in English.	
16.	Manuals	One copy of the Operator's and Owner's Instruction and Maintenance manual in English shall be supplied with each vehicle.	
17.	Tools	A set of tools and required for general maintenance shall be supplied with in a lockable tool box.	
18.	Color	Standard color.	
19.	Proven Performance	1. The vehicle offered shall be a current model under standard production by the manufacturer for at least on year.	
20.	Warranty	Manufacturer shall provide a minimum of one year warranty after acceptance.	
21.	Delivery	The motorcycle shall be delivered to : Office of the Auditor General, Anamnagar, Kathmandu.	



[Handwritten Signature]

Manufacturer's Authorization Letter

[This letter of authorization should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Date: _____

IFB No.: _____

To: _____

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is exclusively to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with technical specification of RFP, with respect to the Goods offered by the above firm in reply to this request for proposal.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date



[Handwritten signature]

FORM OF FINANCIAL PROPOSAL

To

The Office of the Auditor General, Anamnagar , Kathmandu

Telephone: 01-4266034

Fax: 01-4268309

Email: info@oagnep.gov.np

We offer to execute the "Supply and Delivery of Motorcycle", Contract Identification

OAGN-CS-02-078/79 in accordance with the Conditions of Contract accompanying this

Proposal for the Contract Price of ----- (amount in

words and numbers) (-----

----- (name of currency)_____. We

propose to complete the delivery of Goods described in the Contract within the following

Delivery Time from the Date of Signing of the Contract.

Prices for Supply

Item No	Description of Item	Unit	Qty	Unit Price (NRs)		Total price (NRs)		
				Figures	In Words	Figures	In Words	
01	Supply and Delivery of Motorcycle	No	15					
	VAT @13% (NRs)							
	Grand Total (NRs) in Figure							
	Grant Total In Words:							

Schedule for Supply: Within 15 days from the date of agreement.

This Proposal and your written acceptance will constitute a binding Contract between us. You understand that we are not bound to accept the lowest or any Proposal we receive.

We hereby confirm that this Proposal complies with the Validity of the Offer and Warranty conditions imposed by the Request For Financial Proposal document and the Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this Request For Financial Proposal.



[Handwritten signature]

We are not in the Government of Nepal sanctions list.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number : _____

Fax Number, if any _____

Email address (optional) _____



[Handwritten signature]

FORM OF CONTRACT

THIS AGREEMENT number _____ made on _____, ____ 2022, between _____ (hereinafter called “the Purchaser”) on the one part and _____ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has requested for proposal for _____ (description of goods) to be supplied by Supplier, viz. Contract _____, (hereinafter called “Contract”) and has accepted the Proposal by the Supplier for the supply of goods under Contract at the sum of _____ (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Form of Proposal; Terms and Conditions of Supply, Technical Specifications;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Nepal (country of Purchaser) on the date indicated above.

Signature and seal of the Purchaser:
For and on behalf of

Signature and seal of the Supplier:
For and on behalf of

Name of Authorized Person
The Office of the Auditor General,
Anamnagar , Kathmandu

Name of Authorized Person



TERMS AND CONDITIONS OF SUPPLY

Project Name: Supply and Delivery of Motorcycle

Purchaser: The Office of the Auditor General, Anamnagar , Kathmandu Package No. OAGN-CS-02-078/79

1. Schedules for Supply:
Within **15** days from the date of agreement
2. Fixed Price: The prices indicated in the Form of Proposal are firm and fixed and not subject to any adjustment during contract performance.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding 15 days from the date of signing of contract.
4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on “All risks” basis. - NA
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the _____ (arbitration law or rules of the Purchaser’s country).
7. Delivery and Documents: Upon delivery, the Supplier shall provide the following documents to the Purchaser:
 - (i) copies of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount;
 - (ii) manufacturer's or supplier's warranty certificate; and
 - (iii) Certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least five days before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment: Payment of the contract price shall be made in the following manner:

On Delivery and acceptance: One Hundred (100%) percent. of the Contract Price of the Goods and related services delivered shall be paid within Ten (10) days of receipt of the Goods and related services. The Purchasers shall be deducted 1.5 % TDS, 3.9 % VAT and 5% retention money on payment.

9. Warranty: Goods offered should be covered by manufacturer’s warranty for at least



[Handwritten signature]

- months from the date of delivery to the Purchaser.
10. Free Servicing: The supplier shall provide times free servicing as per company's policy within two years from the delivery date.
 11. Packaging and marking Instructions: The Supplier shall provide standard packing of the goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the contract.
 12. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:
 Facility _____
 Address _____
 13. Force Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

14. Required Technical Specifications: (with attachments)
 - (i) General Description
 - (ii) Specific details and technical standards
 - (iii) Performance Parameters
 Supplier confirms compliance with above specifications.

15. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 7 day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER: _____

Authorized Signature: _____

Place: _____

Date: _____



Letter of Acceptance

[on letterhead paper of the Purchaser]

..... date.

To: name and address of the Supplier

Subject: Notification of Award

This is to notify that your RFP dated date. . . . for execution of thename of the contract and identification number, as given in the CatLog Shopping Procedure 2074 for the Contract price of Nepalese Rupees [insert amount in figures and words in Nepalese Rupees], as corrected in accordance with the Instructions to Bidder is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 3 days. As per the Terms and Conditions of Contract, you are also required to submit Performance Security, as specified in *Public procurement act 2063*, consisting of a Bank Guarantee in the format included in the RFP.

The amount of performance security shall be NRs.....[Insert amount] and validity period of performance security shall be[insert validity period].

The Purchaser shall forfeit the RFP security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

Name and Title of Signatory:



Performance Security

[insert complete name and number of Contract]

To: *[insert complete name of Purchaser]*

WHEREAS *[insert complete name of Supplier]* (hereinafter “the Supplier”) has received the notification of award for the execution of *[insert identification number and name of contract]*(hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert day, month, year]*.

Name: *[insert complete name of person signing the Security]*

In the capacity of: *[insert legal capacity of person signing the Security]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the security for and on behalf of: *[insert seal and complete name of Guarantor]*

Date: *[insert date of signing]*

